

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

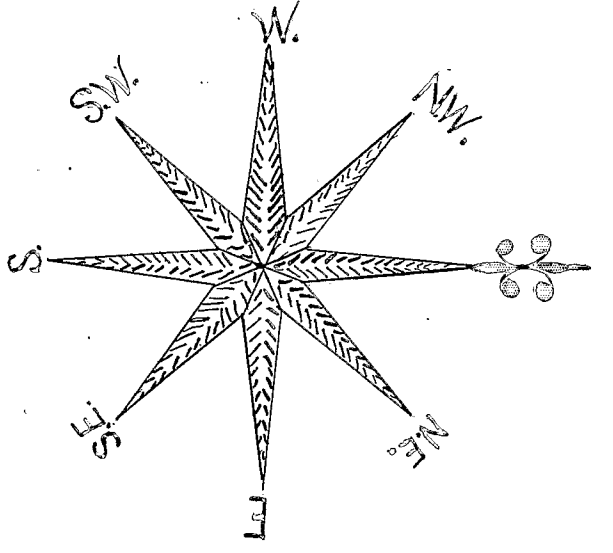
Be it remembered that on the 24th, day of April, in the year 1856 the following Bill & Exhibits were filed.

To The Honorable P. B. Hopper Judge of the Circuit Court for Queen Anne's County-

The Bill of Complaint of Louis C. Pascault of Talbot County who sues as well for himself as all other Creditors of Thomas Murphey late of Queen Ann's County deceased, who will come in and contribute to the expenses of this suit, humbly shows, that the said Thomas Murphy late of said County deceased was in his life time indebted unto N. W. K. Goodhand and Y T White trading under the name of Goodhand and White in the sum of Three Hundred and thirty dollars and thirty nine cents on his Single Bill dated on the first day of January in the year 1853 with interest thereon from date payable on demand and also unto the said W.W.K. Goodhand in the Sum of Three Hundred dollars on his Single Bill dated the 19th. day of May 1854 with interest from date payable on demand: That your Orator became the bons fide assignee of said Single Bills by assignment in writing signed by the said W. W. K. Goodhand in the Partnership name as to the first and by the said W. W. K. Goodhand in his own right as to the second and dated the 30th. day of October 1854 also in the life time of the said Thomas Murphy as by your Orator's Exhibits marked A. & B. respectively filed as part of this Bill will more fully appear. And your Orator further charges that the said Thomas Murphy in his life time being seized in fee of considerable Real Estate in said County on or about the 15th day of April in the year 1855 duly made and executed his last will and Testament in writing and thereby amongst other things devised his Real and Personal Estate unto his wife Juliana T. Murphy for and during the term of her natural life charged with a reasonable support for his two children William T. and James P. Murphy and after the death of the said Juliana T. Murphy the said Testator devised his Real and personal Estate unto the said childred or the Survivor and in case they should both die under twenty one years of age and without leaving a child or children living at the time of their death, he devised his said Estate Real and personal unto his brother James M. Murphy and Sister Anna B Palmer wife of James B. Palmer and the said Testator further appointed Madison Brown Executor of his said last will and testament as by a copy of said Will herewith filed as part of this Bill Marked Exhibit C. will appear-- Your Orator further charges that the said Juliana T. Murphy Widow of said Thomas Murphy has not renounced the aforesaid Devise to her and that more than six months have elapsed since the probate of said Will-- Your Orator shows that since the death of the said Thomas Murphy, James P. Murphy one of his children an infant of twelve years of age has departed this life leaving his brother the said William T. Murphy surviving, That said William is also an Infant of tender years and resides together with his Mother the said Juliana T. Murphy, The said James M. Murphy and the said James B. Palmer and Anna M. his wife in Queen Anne's County, all of whom are adults-- Your Orator further charges that shortly after the death of the said Thomas Murphy, his aforesaid last will and Testament was in due form of law admitted to probate before the Orphan's Court of Queen Ann's County and letters testamentary thereon were duly granted by said Court unto the said Madison Brown as per copy thereof filed as part of this Bill Marked Exhibit D. will appear who has in virtue thereof possessed himself of the personal Estate left by the said Thomas Murphy at the time of his death but yours Orator is informed and so charges that the same is insufficient to discharge all the debts owing by the said Testator at the time of his death in a due course of administration together with the costs and charges of administrators-- Your Orator is advised also that as the personal Estate of the said Thomas Murphy deceased in the hands of his said Executor is insufficient for the payment of all his first debts in a due course of administration, Your Orator and the Creditors yet unsatisfied are entitled to have the deficiency supplied by the sale of so much of the Real Estate of said deceased in the hands of his Devisees as aforesaid as may be necessary and for this purpose they are redimeless without the aid of a Court of Equity-- To the end therefore that the defendants hereinafter named may answer the several matters & things herein before charged as fully & particularly as if they were thereunto interrogated and that the Real Estate of said deceased or so much thereof as may be necessary forthe purpose may be sols to pay the claims of your Orator as assignee as aforesaid and of the other unsatisfied Creditors of the deceased and that your Orator may have such other and further releif in the premises as his case may require-- May it please your Honor to grane unto your Orator the States Writ of Subpoena against the said Juliana T. Murphy William T. Murphy, James M. Murphy, James B. Palmer and Anna M. Palmer his wife Devisees and the said Madison Brown Executor of said Thomas Murphy all of Queen Ann's County, commanding them to appear in this Court at some certain day to be named to answer the premises and abide by and perform such Decree as may be passed therein and as in duty bound etc.

Cook & Hopper  
Solicitor for Complt.

The foregoing Plot And Certificate was filed for Record.



Mr Lockyer's Land.

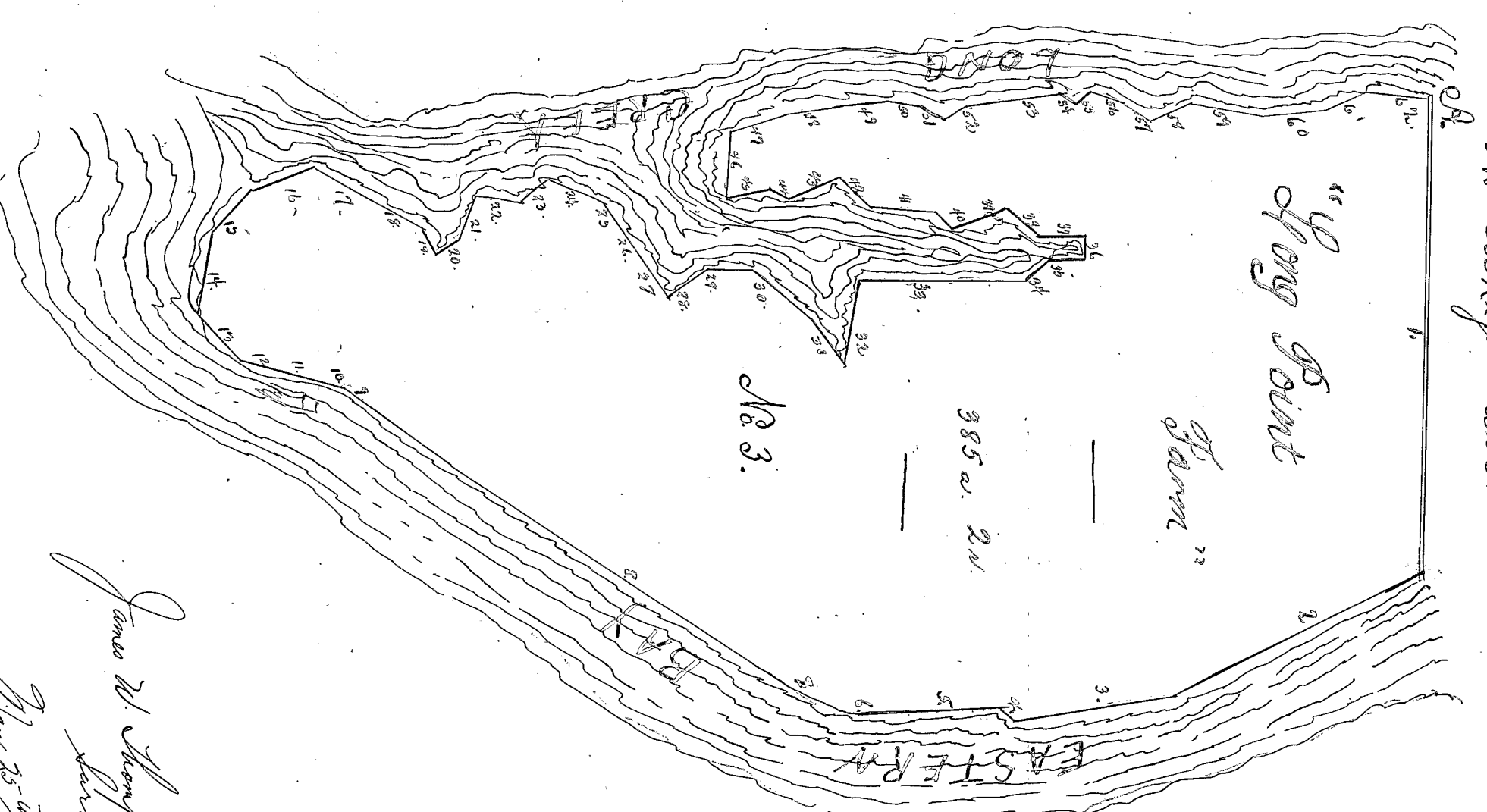
"Long Point  
Farm"

LONG

EASTERN

No. 3.

385 a. 2. 1/2



Scale fifty perches an inch

James W. Thompson,  
Surveyor  
May 25<sup>th</sup> 1879

Table of Courses

Course	Distance	Course	Distance
1. East	162 pms	32. S. 78° 30' W.	27 1/2 "
2. S. 29° E	94 "	33. South	57 1/2 "
3. S. 10° E	58 1/2 "	34. S. 41° 30' W.	10 "
4. S. 28° W.	6 "	35. South	12 "
5. South	44 "	36. West	5 "
6. S. 50° W.	14 "	37. S. 15° W.	17 "
7. S. 25° W.	28 "	38. S. 43° W.	13 "
8. S. 36° W.	144 "	39. S. 22° E	21 1/2 "
9. S. 33 1/2° W.	10 "	40. S. 45° W.	9 "
10. S. 28° W.	26 "	41. S. 60° 30' W.	24 "
11. S. 17° W.	38 "	42. S. 44° 30' W.	14 "
12. S. 40° W.	2 1/2 "	43. S. 26° E	20 "
13. N. 83° W.	26 "	44. S. 30° W.	9 "
14. N. 52° W.	20 "	45. S. 9° E	13 1/2 "
15. N. 21° W.	24 "	46. N. 86° 30' W.	22 "
16. N. 21° 30' E	34 "	47. N. 18° 30' W.	17 "
17. N. 41° E	12 "	48. N. 11° W.	22 "
18. N. 68° 30' E.	6 "	49. N. 4° W.	19 1/2 "
19. N. 23° 30' W.	8 "	50. N. 9° E	7 1/4 "
20. N. 65° W.	17 "	51. N. 23° 30' E	12 "
21. N. 7° 30' E.	14 "	52. N. 28° W.	9 1/2 "
22. N. 39° 30' W.	14 "	53. N. 8° 30' W.	30 "
23. N. 27° E.	9 1/2 "	54. N. 30° E.	9 1/2 "
24. N. 14° 30' E	8 "	55. N. 37° W.	8 "
25. N. 37° E	10 "	56. N. 26° E	12 "
26. N. 46° 30' E	14 "	57. N. 35° E	10 "
27. N. 58° E	20 "	58. N. 33° W.	12 "
28. N. 24° 30' W.	16 "	59. N. 10° E	28 "
29. N. 4° E	15 "	60. N. 7° 30' W.	24 "
30. N. 36° E	26 "	61. N. 26° W.	138 "
31. N. 54° 30' E	20 "	62. N. 2° 30' E	23 "

385 a. 2. 1/2 rods

I hereby certify that I have surveyed for Mr. Thomas Murphy of Q. A. Co. a Tract or part of a tract or parcel of land, lying and being on Kent Island in Q. A. Co. called "Kent Fort Manor" commonly known and distinguished as "Long Point Farm" and which is contained within the following lines, metes and bounds, viz.

Beginning at a Cedar Post planted in the head of Long Creek and thence running due East one hundred and sixty two perches to Eastern Bay, then down with the Bay the following courses, etc. South twenty nine degrees East ninety four perches, South ten degrees East fifty eight perches and a half perch, South twenty eight degrees West Six perches, South forty four perches, South five degrees West fourteen perches, South twenty five degrees West twenty eight perches, South thirty six degrees West one hundred and forty four perches, South thirty three degrees thirty minutes West ten perches, South twenty eight degrees West twenty six perches, South seventeen degrees West thirty eight perches South forty degrees West twenty one perches and a half perch to Long Creek then up Long Creek and a Cove emptying into L. Creek the following Courses etc. North eighty three degrees West twenty six perches, North fifty two degrees West, twenty perches; North twenty one degrees West twenty four perches North twenty one degrees thirty minutes East thirty four perches, North forty one degrees East twelve perches, North sixty eight degrees thirty minutes East six perches North twenty three degrees thirty minutes West eight perches, North sixty five degrees West seventeen perches North seven degrees thirty minutes East fourteen perches North thirty nine degrees thirty minutes West fourteen perches, North twenty seven degrees East nine perches and a half perch, North fourteen degrees thirty minutes East eight perches, North thirty seven degrees East ten perches, North forty six degrees thirty minutes East fourteen perches, North fifty eight degrees East twenty perches, North twenty four degrees thirty minutes West sixteen perches, North four degrees East fifteen perches, North thirty six degrees East twenty six perches, North fifty four degrees thirty minutes East twenty perches North seventy eight degrees thirty minutes West twenty seven perches and a half perch, North fifty seven perches and a half perch, North forty one degrees thirty minutes West ten perches, North twelve perches, West five perches, South fifteen degrees West seventeen perches, South forty three degrees West thirteen perches, South twenty two degrees East twenty one perches and a half perch, South forty five degrees West nine perches, South six degrees thirty minutes West twenty four perches, South forty four degrees thirty minutes West fourteen perches South twenty six degrees East twenty perches, South thirty three degrees West nine perches, South nine degrees East thirteen perches and a half perch North eighty six degrees thirty minutes West twenty two perches, North eighteen degrees thirty minutes West seventeen perches North eleven degrees West twenty two perches, North four degrees West nineteen perches and a half perch, North nine degrees East seven perches and a quarter of a perch North twenty three degrees thirty minutes East twelve perches, North twenty eight degrees West nine perches and a half perch, North eight degrees thirty minutes West thirty perches, North thirty degrees East nine perches and a half perch, North thirty seven degrees West eight perches, North twenty six degrees East twelve perches, North thirty five degrees East ten perches, North thirty three degrees West twelve perches, North ten degrees East twenty eight perches, North seven degrees thirty minutes West twenty four perches, North twenty six degrees West twelve perches, and North two degrees thirty minutes East twenty three perches to the beginning Cedar Post; containing three hundred and eighty five acres and two rods of land.

Jas. W. Thompson

May 25th. 1849.

Surv.

Exhibit A. Files April 24 1856

\$ 330. 39/100

Kent Island, January 1st 1853

On demand for Value received I promise to pay or caused to be paid unto Goodhand & White the sum of Three Hundred and Thirty dollars & thirty nine cents with legal interest thereon untill paid as witness my hand and Seal

Test Sarah V. Harper

Thomas Murphy (SEAL)

State of Maryland, Queen ANN'S County, To Wit- On this 15th. April 1856, Before me the subscriber a justice of the Peace in and for said County personally appeared Goodhand & White and L. C. Pascault and made Oath on the Holy Evangely of Almighty God that the aforesaid Note is just and true and that they have not directly or indirectly recd. any part parcel security satisfaction for the same

Sworn before

costs 30 cts. paid

John O. Phillips

And on the back of the foregoing exhibit was thus endorsed, to wit:

October 30th 1854, I hereby assign the within Note and Interest to Louis C. Pascault or heirs and guarantee the same

Goodhand & White  
Per W.W.K. Goodhand.

Exhibit B. Filed April 24 1856

\$ 300 00/100

Kent Island May 19th 1854

On demand for Value received I promise to pay or cause to be paid unto W. W. W. Goodhand his heirs or assigns the Sum of Three Hundred Dollars and \_\_\_\_\_ Cents with legal interest thereon untill paid, as witness my hand and seal

Thomas Murphy (SEAL)

State of Maryland Queen ANNs Cty. to wit:

On this 15th day of April 1856 personally appeared W. W. K. Goodhand and Louis C. Pascault before me the subscriber a Justice of the peace in and for the Cty. aforesaid and made oath in the Holy Evangly of Almyty God that the note annexed is just and true, and that they have not received directly or indirectly any part or parcel of this money claimed as due

Sworn before

Costs 20 cts. paid

John R. Phillips

And on the back of the foregoing exhibit was thus endorsed,

to wit:

October 30th. 1854-- I Hereby assign the within Note and interest to Louis C. Pascault or heirs and guarantee the same

W.W.K. Goodhand

Exhibit C. Filed April 24 1856

I Thomas Murphy of Queen Ann's County do make my last Will and Testament as follows:

I devise and bequeth all my Estate Real and personal to my dear wife for and during the term of her natural life charged however with a reasonable support, for my two children-- the amount to be at the sole discretion of my said wife.

After the death of my said wife, I devise and bequeth all my said Estate both Real and personal to my two children or the survivor of them, and in case both my said children should die under the age of Twenty one years, and without leaving a child or children living at the time of their death, then my Will is that the whole of my said Estate Real and personal shall be equally divided between my brother James M. Murphy, and my Sister Anna M. Palmer, as tenants in common:

I Commend my adopted daughter Fannie Harper Sister of my dear wife to the Kind care and attention of my said wife with a request, that she will not let her suffer, leaving however the whole matter to her sole discretion.

Lastly I hereby appoint Madison Brown Executor, of this my Last Will and Testament.

As witness my hand & Seal this fifteenth day of April Eighteen hundred and fifty-five:

Signed, Sealed published and declared by the above named, Testator as and for his last will in our presence who in his presence, and at his request, and in the presence of each other, have subscribed our names as Witnessess thereto  
James Wooters  
Joel Brown  
Juliana Haroer

Thomas Murphy (SEAL)

In Testimony that the foregoing is a true Copy taken from the Original a Record in my office, I have hereunto Subscribed my name and affixed the Seal of my Said Office this Sixteenth dat of April Anno Doninno One Thousand Eight hundred & fifty Six:

Seals  
Place.

Saml. T. Harrison Re. Wills  
for Queen Anne's County.

Exhibit D. Filed April 24, 1856

Queen Ann's County set.

I do hereby Certify to all persons whom it doth, or may concern that Madison Brown obtained Letters Testamentary on the Estate of Thomas Murphy late of Queen Ann's County deceased, on the 1st day of May Anno Domini 1855.

In Testimony whereof I have hereunto set my name and affixed the Seal of my office this 23rd day of April Anno Domini 1856.

Seal's  
Place.

Saml. T. Harrison Re. Wills  
for Queen Ann's County

#### SUMMONS

The State of Maryland Queen Annes County Court: To Juliana T. Murphy William T. Murphy James M. Murphey James B. Palmer and Anna M. Palmer his wife and Madison Brown Executor of Thomas Murphey, you are hereby Commanded to be and appear before the Circuit Court for Queen Anne's County on the Equity side thereof, on the first Monday of May next to answer the Bill of Complaint filed in said Court against you by Louis C. Pascautt- Hereof fail not as you will answer the Contrary at your perial: Witness the Honorable Philemon B. Hopper Judge of said Court the 24th January 1856

Issued 24th April 1856

John Palmer Clerk

Seal's  
Place.

Answer of James B. Palmer Filed April 22 1857

To The Honorable P. B. Hopper Judge of the Circuit Court for Queen Anne's County The joint Answer of James B. Palmer and Anna M Palmer his wife to the Bill of Complaint of Louis C. Pascautt against them and theirsto your Honor Exhibited answering says that they admit the several matters and things alleged in Said Bill of Complaint Except: The Statement therein contained of the insufficiency of the personal Estate of Thomas Murphy deceased to discharge his debts of which they have no knowledge and which they require the said Complainants to prove -- These respondents further states to your Honor that since filing of the said Bill of Complaint, William T. Murphey the only surviving child of the Testator Thomas Murphey has departed this life without leaving a child surviving him and unter twenty one years of age, whereby your Orator has become Entitled as Tenant in Common with James W Murphey a codefendant to the Real Estate of said Testator subject to an Estate for the life of Juliana T. Murphey Widow of said Testator-- These Respondents havind answered all the allegations in said Bill of Complaint as fully as they deemed it Material to make answer thereunto professing their willingness to submit to Suitdeemed in the premises as to Your Honor may seem Just and proper in the premises, pray that they may be Hence dismissed with their reasonable Costs and as in duty etc.

Carmichael Brown  
Solicitor for responeant

Wit agreed that the within answer be taken & have the same effect as if it had been sworn to--

C & H Sol. for Complt.  
C. B. Solc. for Respt.

Answer of Juliana T. Murphy filed April 22 1857

To the Honorable P. B. Hopper Judge of the Circuit Court for Queen ANn's County- The answer of Juliana T. Murphey to the Bill of Complaint of Louis C. Pascautt against him & they Exhibited to your Honor, answering says that he admits the several matters & things alleged in said Bill Except he Statment contained thereon of the insufficiency of the personal Estate of her deceased husband Thomas Murphey to discharge his debts of which she has no knowledge and which she requires the said Complainant to prove-- This respondant further States that since filing of said Bill, William T. Murphy the only surviving child of himself and the deceased Thomas Murphy has departed this life without leaving a child surviving him and under twenty one years of age-- This respondent having answered all the allegations in said bill as fully as she deemed it material to make answer thereunto and professing her willingness to submit to suit deemed as to your Honor may seem just and right in the premises prays to be hence dismissed with the reasonable costs

Carmichael Brown  
Solts. for respondent

It is agreed that the above answer shall be taken and have the same effect as if th had beenSworn to

C & H. For Complainalt  
C. & B. Solts. for Respt.

April 1857

Answer of M. Brown Exec, of Thomas Murphey to Bill of Complaint, filed April 22 1857

To The Honorable P. B. Hopper Judge of the Circuit Court for Queen Ann's County-

The Answer of Madison Brown Executor of Thomas Murphy deceased to the Bill of Complaint of Louis C. Pascautt to your Honor Exhibited answering says that he admits the various allegations in Said Bill and particularly in reference to his taking upon himself the Execution of the last Will & testament of said deceased thru the insufficiency of the personal Estate in his hands as such Executor to pay the debts of the deceased-- This respondant having Answered fully to the parts alleged in said Bill of Complaint as far as he deems ir Material to make answer there- unto prays to be hence dismissed with his reasonable costs and as in duty etc.

Carmichael & Brown  
Solicts. for respondant

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

I Hereby certify that on this18th. day of April 1857 before me the subscriber a Justice of the peace of the State of Maryland in and for Queen Ann's County personally appeared Madison Brown and made Oath that the several matters and things stated in the foregoing answer as true to the best of his knowledge and belief.

Robt. C. Baynard

Answer of James M. Murphey filed April 22 1857

To The Honorable P. B. Hopper Judge of the Circuit Court for Queen Ann's County The Answer of James M. Murphey to the Bill of Complaint of Louis C. Pascautt against him and others exhibited answering says that he admits the several matters and things alleged in said Bill of Complaint except the statement therein contained of the insufficiency of the personal Estate of Thomas Murphey deceased to discharge his debts, of which he has no knowledge and which he requires the said defendant to prove This respondant further states that since the filing of the said bill William T. Murphey the only surviving child of the Testator Thomas Murphey has departed this life without leaving a child surviving him and under twenty one years of age, whereby your Orator has become Entitled as tenant in common with his sister and codefendant and Anna M. Palmer wife of James B. Palmer to the Real Estate of said Testator subject to an Estate for the life of Juliana T. Murphey his widow-- This Respondant answered all the allegations in said Bill as fully as he deemed it material to answer them to professing his willingness to submit to suit deemed in the premises as to your Honor

may seem just & right in the premises, pray that he may be hence dismissed with his reasonable Costs etc.

Carmichael & Brown  
Solts. for Respondant

Wit: agreed that the abobe answer shall be taken and have the same effect as if it had been sworn to

C & H sol. for Complt.  
C & B Solts. for Respt.

April 1857

Commission to James Wooters to take Testimony Filed May 13 1857

Queen Annes County to wit: The State of Maryland SS: To James Wooters of Queen Anne's County: Gentlemen, Greeting:

Seal's  
Place

Be it Known that you are appointed Commissioner to examine evidences in a cause depending on the Equity Side of Queen Anne's County Circuit Court, between Louis C. Pascault

Complainant, and Juliana T. Murphey, William T. Murphey, James M. Murphey, James B. Palmer and Anna M. Palmer, his wife, and Madison Brown Executor of Thomas Murphey, Respondents: You are therefore requested having first taken the oath hereto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this Commission, that at such time and place as to you shall seem convenient, you cause to come before you, all such evidence as shall be named and produced to you by either the Complainant or Respondents and that you shall examine them upon their corporal oath to be by you administered upon the Holy Evangely of Almighty God touching their knowledge or remembrance of anything that may relate to the cause aforesaid, and that you cause notice to be given to the parties or their attornies of the execution of this Commission before you proceed to execute the same, and having reduced the depositions of the witnesses so taken by you into writing, you send the same with this commission closed up under your hand and seal to the said Circuit Court with all convenient speed: Witness the Honorable Philemon B. Hopper Esquire, Judge of the Circuit Court in the Seventh Judicial Circuit of Maryland, the fourth day of May Eighteen hundred and fifty seven-

Issued the 12 day of May 1857

Jno Palmer, Clerk.

#### Commissioners Oath

You James Wooters Shall, according to the best of your skill and Knowledge, truly faithfully and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the Commission hereto annexed, upon the interrogations nor, or which may hereafter, before the said Commission is closed, be produced to and left with you, by either of the said parties- So help you God.

Sworn before Robert C. Baynard J.P.

#### Clerks Oath

You John Palmer, Jr. Shall truly, faithfully and without partiality to any or either of the parties in this cause, take, write down, and transcribe the depositions of all and every the Witness ans witnesses produced before and examined by the Commissioner named in the Commission hereunto annexed, as far forth as you are directed and employed by the said Commissioner to take, write down, and transcribe the said depositions, or any of them. So help you God.

Sworn before  
James Wooters  
Commissioner

To the Honorable, Philemon B. Hopper, Judge of the Circuit Court for Queen Anne's County,

At the execution of the annexed Commission issued out of the Circuit Court for Queen Anne's County, sitting as a Court of Equity and to me directed and empowering me to examine evidences in a cause depending in the said Court between Louis C. Pascault, Complainant, and Julianna T. Murphey and others, Respondents, I, James Wooters, Commissioner therein named, having taken the oath annexed to said Commission, and having appointed John Palmer Jr; My Clerk and having administered to him the oath annexed to the said Commission to be taken by him, did on the thirteenth day of May eighteen hundred and fifty Seven at Centreville pursuant to the consent of the said parties by their Solicitors, proceed then and there to take the following depositions to wit:

James M. Seegar a Witness of lawful age produced on the part of the Complainant, being duly sworn and examined to interrogatories files with the Commissioner by the Complainants Solicitors and herewith returned deposes and says.

To the first- Interrogatory, That he knows all the parties and has known them for some time

To the 2nd Interrogatory, That he did know Thomas Murphey, who died in the Spring of the year eighteen hundred and fifty five, in Queen Annes County

To the 3rd Interrogatory, That he was, and Juliana T Murphey is his Widow, who noe resides in Centre, Ville

To the 4th Interrogatory, That he did, leave Children Whoes names were William T. and James T. Murphey, both of whim were very young, and both of whom are now dead.

To the 5th Intereogatory, That he has a general acquaintance with his hand writing and that the Signatures Thomas Murphey annexed to the Exhibit A & B. now shown him are in the hand of the Said Thomas Murphey, & that this deponent has seen him frequently write his name.

James M. Seegar

There being no Cross-interrogatories filed with the Commissioner the Solicitors for the Complainant produced a certificate a certificate of the insufficiency of the personal estate of Thomas Murphey to pay and satisfy his debts, and requested that the same might be returned with this Commission, which is accordingly done, the same being endorsed by the Commissioner

No other witness being produced and neither party desiring further time for the production of their evidences, the Commissioner closed the said Commission and herewith returns the same under his hand and seal, this 13th day of May 1857.

James Wooters (SEAL)

Costs Commissioner 1 day & Oath	\$4.10	Commissioner
Clerk 1 day	2.66 2/3	
J. M. Seegar, Witness	.66 2/3	
	<u>\$7.43 1/3</u>	

Interrogatories on the part of Complts.

Louis C. Pascault.	⌘	On The Equity Side
Vs.	⌘	of Queen Annes County
Juliana T. Murphey	⌘	Circuit Court
William T. Murphey	⌘	
James M. Murphey & James	⌘	
B. Palmer & Anna M. Palmer	⌘	
his wife, and Madison Brown	⌘	
Executor of Thomas Murphey dec.	⌘	

Interrogatories to be purposed to witnesses, to be produced on the part of the Complainant is 1 Are you or not acquainted with the parties to this suit, or either and which of them?

- If yea, how long have you known them, and each of them ?
- 2 Were you or not acquainted with one Thomas Murphey, formerly a resident of Queen Anne County ? Is he dead or alive ? If dead, when and where did he die ?
- 3 Was or was not the said Thomas Murphey dec. married at the time of his death ? if yea, who is his widow ? where does she reside ?
- 4 Did or not the said Thomas Murphey leave children ? if yea, state how many, and their sexes, names etc. and whether they are still living or dead ?
- 5 Are you or acquainted with the handwriting of the said Thomas Murphey deceased ? if yea look at the two papers now shown you Marked Exhibits "A" & "B" Is or is not the Signatures " Thomas Murphey " therein to attached is the handwriting of the said Thomas Murphey deceased ? State any circumstances within your knowledge which may lead you to the opinion which you entertain on this subject

Cook & Hopper  
Complts Solicitor.

Maryland Queen Anns County to Wit

I do hereby Certify that it does appear from the papers and records filed in this office that the personal Estate of Thomas Murphey is insufficient to pay debts In Testimony whereof I have hereunto set my name and affixed the Seal of my office this thirteenth day of April Anno Domini one thousand Eight hundred and fifty Seven

Seal's Place	Saml T Harrison Reg Wills for Queen Anns County
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Costs 50 cts.

Louis C. Pascault	⌘	In Queen Anne County
vs	⌘	Circuit Court, as a Court
Juliana T. Murphey	⌘	of Equity etc.
& others		

It is agreed that the above case be submitted without argument

Cook & Hopper  
Solts. for Complt.  
C & B Solt. for Defendants

DECREE Filed the 25 day of May 1857

Louis C. Pascault	⌘	In The Circuit Court for
vs	⌘	Queen Anns County
Juliana T. Murphey	⌘	Sitting in Equity
& others		

May 23rd. 1857

This Cause standing ready for hearing and being submitted without argument the proceedings were read and considered, It is thereupon this Twenty third day of May

Eighteen Hundred and fifty seven by the Circuit Court for Queen Ann's County and by the Authority thereof adjudged, ordered and decreed that the Real Estate of Thomas Murphey deceased in the proceedings mentioned or so much thereof as may be necessary for the payment of his debts be sold: That Madison Brown of Queen Ann's County be and he is hereby appointed Trustee to make such sale and that the Cause and manner of his proceedings shall be as follows: He shall first file in the office of the Clerk of this Court A Bond to the State of Maryland Executed by himself with a surety or sureties to be approved according to law in the penalty of Thirty thousand 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 sale of said Real Estate having first given at least three weeks previous notice thereof in some newspaper printed on the Eastern Shore of 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; Five Hundred Dollars of the purchase money to be paid in cash on the day of sale and the residur in three Equal instalments of Nine fifteen and twenty four months from the day of sale with interest from the first day of January next, the payment thereof to be secured by the Bonds or Notes of the purchaser with s Surety or Sureties to be Approved by the Trustee: And as soon as convenient after said sale, the said Trustee shall return to this Court a full and particular account thereof with an affidavit of the truth thereof and of the fairness of such sale or sales Annexed: and on the ratification of such sale by the Court and the payment of the whole purchase money and not before, the fair Justice by good and sufficient deed to be Executed and acknowledged according to law shall convey to the purchaser and his or her Heirs the property to him or her so to free clear and discharged of all claim of the parties to this Cause and of all persons claiming by from or under them- And the said trustee shall bring into this Court the money arising from such 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 sent Commissioners 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 said trustee is directed to give notice to the Creditors of the said Thomas Murphey deceased to file their claims with the vouchers thereof in the office of the Clerk of this Court within three months from the day of Sale

P. B. Hopper

BOND FILED MAY 29 1857

Know all men by these presents that we Madison Brown and Richard B. Carmichael of Queen Ann's County in the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Thirty thousand 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 and each of us, our and each of our Heirs, Executors & administrators jointly and severally firmly by their presents Sealed with our Seals and dated this twenty seventh day of May Eighteen Hundred and fifty seven- Whereas by a Decree of the Circuit Court for Queen Ann's County bearing date on the twenty third day of May Eighteen hundred and fifty seven and passed in a cause in said Court in which Louis C. Pascault is Complainant and Juliana T. Murphey 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 in 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 order or decree in the premises then the above obligation to be void, otherwise to be and remain in full force and virtue in law-

Madison Brown (SEAL)

Signed sealed & Delivered  
in the presence of  
Chas. H. Tilghman

Rich d B. Carmichael (SEAL)

Approved 29th May 1857

John Palmer Clerk  
of the Circuit Court for Queen  
Ann's County.

renunciation of Dower Filed June 29, 1857

Whereas there is a Decree passed by Queen Anne County Circuit Court as a Court of Equity for the Sale of the real estate of Thomas Murphey decd, for the payment of his debts and whereas Eleanora M. Cook formerly Eleanora M. Murphey, as the widow of Philemon T. Murphey decd. has a Dower interest & Estate in the one third of one fourth part of said real estate, and is willing and desirous, that the said real estate aforesaid should be sold free and clear of the said Dower interest and estate.--

Now Know all persons, that, we Philemon T. Cook and Elenora M. Cook, his wife, do hereby consent and agree, to the sale of the said Thomas Murphey's real estate, by Madison Brown Esq. Trustee, free and clear of any and all incumbrance of any and all Dower interest and estate therein of the said Eleanora M. Cook and to receive in lieu thereof, such part of the sale of said real estate, as shall be assigned to us, by the said Compt.--

In witness whereof we have hereunto subscribed our names, and affixed our seals this twenty seventh day of June, eighteen hundred and fifty seven.--

Witness

Albert Jump

Philemon T. Cook (SEAL)

Eleanor M. Cook (SEAL)





State of Maryland Queen Anns County to Wit on the 21st day of July 1858 personally appeared before me the subscriera Justice of peace in and for the said County Robert S. Bryan and made Oath on the Holy Evangalist of Almyty God that Eleanor M. Bryan now the wife of Philemon T. Cook was born on the twenty fifth day of August eighty hundred and twenty five

Sworn before me E. O. Bailey

Final Order of Ratification filed 26th. February 1858

L. C. Pascault	Y	In the Circuit Court
Vs.	Y	for Queen Ann's County
Heirs of Murphey & Others	Y	February 26th 1858

Ordered that the sale made and reported by Madison Brown Trustee Appointed to sell the Real Estate of Thomas Murphey deceased be and the same is hereby Ratified and Confirmed, no Cause having been shown to the Contrary, although notice appears to have been given as directed by a previous order- The said Trustee is allowed Four Hundred and forty three dollars and forty cents for his Commissions and sixty five dollars and thirty seven cents for his Expenses other than personal

P. B. Hopper

AUDITORS REPORT Filed July 27th. 1858

Pascault	Y	In Queen Anne County Circuit
Vs.	Y	Court sitting as a Court of Equity
The Heirs at Law &	OY	
Executor of Thomas	Y	
Murphey Decd.	Y	

To The Hon. R. B. Carmichael Judge

The Report of the Auditor respectfully represents that he has examined the proceedings in the above named cause and has therefrom prepared statements No. 1 & No. 2 of the claims, and an account accompanying this report. In statement No. 2 he has ascertained the amount of claims from No. 56 to 64 inclusive which received no part of the personal estate and ascertained and allowed thereon a dividend of 37 1/4 C in the dollar to place them on an equality with the claims allowed against the personal estate This dividend he has taken from the amount of said claims and shown their balance for which they are to be allowed in common with the other claims from No. 1 to 55 inclusive, Statement No. 1 is a statement of claims which were allowed against the personalty, in which he has taken the amount as ascertained by the Register according to a copy of the dividend filed and from them deducted the dividend on the personalty and calculated interest from the day of said dividend to the 21st June 1858 when the Trustee received the fund applicable to the claims In stting the account he has charged the Trustee with amt of 1st instalment and the interest to the 21st June when he received it, and with the cash payment made on the day of sale. He has allowed against them the Commissioners and expenses of the Trustee also the State Tax on commission the state tax of the per cent on commission, The complainant & defendants Costs and auditors fee- He has allowed in full a tax bill against the property, also allowed in full Eleanora M. Cockey's dower in trust in said lands according to the statement in paper "B" filed she being between thirty and thirty six years of age and healthy according to the affid. as filed, He next allowed the dividend on claims from 56 to 64 inclusive at 37 1/4 cts. in the dollar as above stated. these allowances left a balance of \$ 3631.36 which he distributed ratiably to the balances of all the claims from No.1 to No 64 inclusive, it giving to each 70 in the dollar and leaving a fraction of ninty three cents in the hands of the trustee. All of which is respectfully submitted

P. B. Hopper Jr. Auditor.

July 24th 1858

N. B. Claim No 28 was left without dividend because the Trustee thought there was a large acct in hand which could not be produced in time for this audit, Any balance to which it may be entitled can be paid out of future instalments

## Dr. The Real Estate of Thomas Murphey Decd. in Account with M. Brown Esq. Trustee

1858

21 June To The Trustee for his Commissions allowed by Court	443.44	
Deduct tax 10 per cent to the State	<u>44.34</u>	
		399.10
To The State for tax of 10 per cent on Trust. Comm.		44.34
To The Trustee for his expenses alld. by Court		65.37
To The Complainant for costs of suit viz.		
John Palmer former clerk costs	15.60	
M. Brown present Clerks Costs	31.60	
Solicitor	20.00	
Sheriff A. A. Duhamel	<u>2.30</u>	69.50
To The Complainant for costs of Exhibits		1.13
To The Defendants for their costs of suit viz		
Jno. Palmer former Clerks Costs	5.55	
M. Brown present " "	4.70	
Solicitor	<u>10.00</u>	20.25
To The Complainant for his costs on Commission to take testimony viz		
James Wooters Comm.	4.10	
Jno. Palmer Jr. Clerk.	2.661/3	
T. M. Seegar Witness	662/3	
cost of certificate	<u>50</u>	7.93 1/3
To The Auditor for his fee for stating accts & c		<u>13.00</u>
		620.62
To Henry C. Legg for Taxes paid Per Claim "A"		75.30
To Eleanor M. Cook wife of P. T. Cook who was the widow of Philemon Murphey before her inter marriage with the said P. T. Cook as per claim		533.25
To Robert Skinner for 1st dividend on claim No. 56		1.40
To Moses C. Legg " " " " No. 57		31.54
To P. B. Hopper Exp. " " " " No. 58		13.81
To Ed Hamilton's Exp. " " " " No. 60		9.44
To Wm B. Tilghman " " " " No. 59		39.94
To John Palmer " " " " No. 61		9.20
To W. W. K. Goodhand use Juliana Murphey " No. 62		75.67
To Louis B. Palmer " No. 63		7.05
To Clinton Cooks Exp. " No. 64		<u>4.69</u>
		1421.91
Leaving for further distribution among all the claims from No. 1 to No 64 inclusive the sum of \$ 3631.36 which at the rate of Seventy Cents in the Doller will give to each as follows: the whole aggregate of claims in statement No. 1 & 2 being \$ 5185.93		
To James A. Brown per Claim No 1	9.31	6.51
To R. W. Earickson " No 2	<u>45.80</u>	<u>32.06</u>
	55.11	1460.48
		Amts carried over

Cr.

1858

June 21 By amount of 1st instalment received this day	4427.21
By Interest received on same date	126.17
By Amt of cash payment on day of sale	<u>500.00</u>
Amt Carried over	5053.38

## Dr. The Real Estate of Thomas Murphey and in account with M. Brown Esq. Trustee

1858

June 21 Amounts brought over	55.11	1460.48
To Wm F Parrott Claim No. 3	20.34	14.23
To Thomas Tanner use of M. Brown Claim No. 4	38.16	26.71
To William & Henry Newnam Claim No. 5	7.36	5.15
To W. Stenson use F. Kennard use Cook & Hopper Claim No. 6	103.14	72.19
To W. E. Lynch Claim No. 7	41.38	28.96
To Wm. Goldsborough No. 8	4.38	3.06
To T. D. Willoughby use Thos. E. Dillen use Cahoon & Carrow No. 9	44.37	31.05
To Hopper & Wilmer Claim No. 10	13.88	9.71
To Trustee of C. Cille Academy Claim No. 11	10.09	7.06
To Ann Connolly use M. Brown " No. 12	1.03	.72
To John M Furgason " No. 13	1.48	1.03
To L. W. Neal " No. 14	1.64	1.14
To L. W. Neal " No. 15	68.65	48.05
To L. W. Neal " No. 16	9.75	6.83
To Jno T. Clannahan Use L. W. Neal " No. 17	8.57	5.99
To Trustees of School Dis. No 24 Q. A. Co. Claim No. 18	8.79	6.15
To T & F Bright Excs of Tos Bright " No. 19	51.89	36.32
To Tos E. Quillen " No. 20	108.81	76.16
To Jacob A Bullen use M. Brown " No. 21	1.63	1.14
To Tos. M. Murphey use McKenney Jacobs & McKenney No. 22	356.54	248.57
To Franklin Bright Claim No. 23	14.07	9.84
To Madison Brown " No. 24	14.39	10.07
To Wm. H. Legg " No. 25	4.89	3.42
To C. C. Harper " No. 26 m	13.25	9.27
To Charles Hazelton use Wm. Goldsborough " No. 27	7.78	5.44
To W. T. Bryan " No. 29	13.49	9.44
To S. E. Sullivan " No. 30	3.00	2.10
To T. T. White use M. G. White " No. 31	75.83	53.08
To Simon Leventhall " No. 32	22.27	15.58
To Wm. Denny " No. 33	8.96	6.27
To Wm. Stinson use F. Kland use Cook & Hopper " No. 34	9.69	6.78
To Frances A. Hopkins use M. Brown " No. 35	1.54	1.07
To Woolman E. Lynch " No. 36	<u>1669.13</u>	<u>1168.39</u>

To Charlotta Rozier	Claim No. 37	4.78	3.34
To Charles Hazleton	" No. 38	15.52	10.86
To J. T. Clannahan use L. W. Neal	" No. 39	3.31	2.31
To P. B. Hopper Jr.	" No. 40	237.46	166.22
To same use Same use Same	" No. 42	280.71	196.49
To Robert S. Bryan	" No. 43	102.94	72.05
To Toben Palmer	" No. 44	27.64	19.34
To Cook & Hopper	" No. 45	40.35	28.24
To Clinton Cook	" No. 46	17.83	12.48
		<u>3554.70</u>	<u>3909.00</u>

Cr.

1858			
June 21	By amount brought over		5053.38
	Amount carried over		5053.38

Dr. The Real Estate of Thomas Murphey and in acct with M. Brown Esq Trustee Cr

1858				
June 21	Amount brought up		3554.70	3909.00
To Eleonor M. Cook formerly Murphey	Claim No. 47	47.87	33.50	
To John C. Leggs adms use	" No. 48	420.99	294.69	
To Juilanna Harper	" No. 59	12.22	8.55	
To Jno. & Lloyd Trustees of Tom Stevens	" No. 50	605.57	423.89	
To Jno C. Legg Adms use	" No. 51	113.39	79.37	
To Jno & Lloyd Tilghman Trustees of W. Stevens	" No. 52	52.52	36.76	
To Jno Tilghman	" No. 53	29.47	20.62	
To P. B. Hopper Jr. Exc. of Wm Hopkins	" No. 54	13.42	9.39	
To F. E. Skinner Exc. of J. B. Skinner	" No. 55	11.04	7.72	
To Robert Skinner	" No. 56	2.37	1.65	
To Moses C. Legg	" No. 57	53.13	37.19	
To P. B. Hopper Executor	" No. 58	23.26	16.28	
To Wm. B. Tilghman	" No. 59	67.29	47.10	
To Ed Hamilton's Executor	" No. 60	15.90	11.13	
To John Palmer	" No. 61	15.52	10.86	
To W. W. K. Goodhand use Julianna Murphey	" No. 62	127.47	89.22	
To James B. Palmer	" No. 63	11.88	8.31	
To Clinton Cook's Executors	" No. 64	7.92	5.54	
To cost of copy of dividend on personal estate before omitted			1.68*	
		<u>5185.93</u>	<u>5052.45</u>	
	Fraction over		93	
		<u>5185.93</u>	<u>5053.38</u>	

CR

By amount brought over 5053.38

5053.38P. B. Hopper Jr.  
Auditor

July 24th 1858

July Term 1858 Queen A. Co. Circt in Equity

Ordered this 4th day of August 1858 that the foregoing auditors report be finally ratified, no exceptions having been filed against it, and The Trustee if directed to pay the allowances and claims as therein stated.

Rich d B. Carmichael

Statement of claims against Thomas Murphey deceased allowed in Auditors Report distributng proceeds of his Real Estate

	Dolls	cts	Dolls	cts
James A. Bowers Claim No 1		13.34		
Deduct dividend from personal estate		<u>4.97</u>		
		8.37		
Int from 1st August 1856 to 21 June 1858		<u>94</u>	9.31	
R. W. Earickson claim No 2		65.56		
Deduct dividend from personal estate		<u>24.42</u>		
		41.14		
Int for same time		<u>4.66</u>	45.80	
William F. Parrott claim No 3		32.06		
Deduct dividend & C		<u>11.94 1/4</u>		
		20.11 3/4		
Int for same time		<u>22 1/4</u>	20.34	
Thomas Tanner claim No 4 use of M. Brown		54.63		
Deduct dividend & c		<u>20.35</u>		
		34.28		
Int for same time		<u>3.88</u>	38.16	
William & Henry Newnam claim No 5		10.54		
Deduct dividend & c		<u>3.92 3/4</u>		
		6.61 1/4		
Int for same time		<u>74 3/4</u>	7.36	

Wm Stinson use F. Kland use Cook & Hopper No 6	147.64	
Deduct dividend & c	<u>54.99 1/2</u>	
Int for same time	<u>92.64 1/2</u>	
	<u>10.49 1/2</u>	103.14
W. E. Lynch Claim No. 7	59.23	
Deduct dividend & c	<u>22.06 1/4</u>	
Int for same time	<u>37.16 3/4</u>	
	<u>4.21 1/4</u>	285.29
		Amt brought over 265.49
Wm Goldsborough claim No 8	6.27	
Deduct dividend & C	<u>2.33 1/2</u>	
Int for same time	<u>3.93 1/2</u>	
	<u>44 1/2</u>	4.38
J. D. Willoghby use Tos E. Dillen claim No 9	63.52	
Deduct dividend & c	<u>23.66 1/4</u>	
Int for same time	<u>39.85 3/4</u>	
	<u>4.51 3/4</u>	44.37
Hopper & Wilmer Claim No 10	19.87	
Deduct dividend & c	<u>7.40 1/4</u>	
Int for same time	<u>12.46 3/4</u>	
	<u>1.41 1/4</u>	13.88
Trustees of C.Ville Academy Claim No 11	14.45	
Deduct dividend & c	<u>5.38 1.4</u>	
Int for same time	<u>9.06 3/4</u>	
	<u>1.02 1/4</u>	10.09
Ann Connolly use M. Brown Claim No 12	1.49	
Deduct dividend & c	<u>55 1/2</u>	
Int for same time	<u>93 1/2</u>	
	<u>10 1.2</u>	1.03
John W. Fugurson Claim No. 13	2.12	
deduct dividend & c	<u>79</u>	
Int for same time	<u>1.33</u>	
	<u>15</u>	1.48
L. W. Neal Claim No 14	2.36	
Deduct dividend & c	<u>88</u>	
Int for same time	<u>1.48</u>	
	<u>16</u>	1.64
L. W. Neal Claim No. 15	98.27	
Deduct dividend & c	<u>36.60 1/2</u>	
Int for same time	<u>61.66 1/2</u>	
	<u>6.98 1/2</u>	68.65
		411.01
Amt brought over		411.01
L. W. Friel Claim No 16	13.96	
Deduct dividend & c	<u>5.20</u>	
Int for same time	<u>8.76</u>	
	<u>99</u>	9.75
Jno T Clannahan use L.W.Neal Claim No. 17	12.27	
Deduct dividend & c	<u>4.57</u>	
Int for same time	<u>7.70</u>	
	<u>87</u>	8.57
Trustees of School District No 24 Q.A.Co Claim No 18	12.59	
Deduct dividend & c	<u>4.69</u>	
Int for same time	<u>7.90</u>	
	<u>89</u>	8.79
J & F Bright Exes of Tos Bright Claim No 19	74.27	
Deduct dividend & c	<u>27.66 1/2</u>	
Int for same time	<u>46.60 1/2</u>	
	<u>5.28 1/2</u>	51.89
Tos E. Dillen Claim No 20	155.75	
Deduct dividend	<u>58.01 3/4</u>	
Int for same time	<u>97.73 1/4</u>	
	<u>11.07 3/4</u>	108.81
Jacob A. Bullen use of M. Brown Claim No 21	2.34	
Deduct dividend & c	<u>87 1/4</u>	
Int for same time	<u>1.46 3/4</u>	
	<u>16 1/4</u>	1.63
T. M. Murphey Claim No 22	510.35	
Deduct dividend & c	<u>190.10 1/2</u>	
Int for same time	<u>320.24 1/2</u>	
	<u>36.29 1/2</u>	356.54
Franklin Bright Claim No 23	20.14	
Deduct dividend & c	<u>17.50 1/4</u>	
Int for same time	<u>12.63 3/4</u>	
	<u>1.43 1/4</u>	14.07
		971.06

Amt brought over		971.06	
Madison Brown Claim No 24		20.60	
Deduct dividend & c		<u>7.67 1/2</u>	
		12.92 1/2	
Int for same time		<u>1.46 1/2</u>	14.39
Wm. H. Legg use M. Brown Claim No 25		7.01	
Deduct dividend & c		<u>2.61 1/4</u>	
		4.39 3/4	
Int for same time		<u>49 1/4</u>	4.89
C. C. Harper Claim No 26		18.97	
Deduct dividend & c		<u>7.06 3/4</u>	
		11.90 1/4	
Int for same time		<u>1.34 3/4</u>	13.25
Chas Hazelton use Wm Goldsborough Claim No 27		11.14	
Deduct dividend & c		<u>4.15</u>	
		6.99	
Int for same time		<u>79</u>	7.78
W. T. Bryan Claim No 29		19.31	
Deduct dividend & c		<u>7.19 1/4</u>	
		12.11 3/4	
Int for same time		<u>1.37 1/4</u>	13.49
S. E. Sullivan Claim No 30		4.29	
Deduct dividend & c		<u>1.59 3/4</u>	
		2.69 1/4	
Int for same time		<u>30 3/4</u>	3.00
Y. T. White use M. G. White Claim No 31		108.55	
Deduct dividend & c		<u>40.43 1/2</u>	
		68.11 1/2	
Int for same time		<u>7.71 1/2</u>	75.83
Simon Surenthall Claim No 32		31.88	
Deduct dividend & c		<u>11.87 1/2</u>	
		20.00 1/2	
Int for same time		<u>2.26 1/2</u>	22.27
			1125.96
Amt brought over			1125.96
W. Denny claim No 33		12.82	
Deduct dividend & c		<u>4.77 1/2</u>	
		8.04 1/2	
Int for same time		<u>91 1/2</u>	8.96
W. Stinson use F Kland use Cook & Harper Claim No 34		13.88	
Deduct dividend		<u>5.17</u>	
		8.71	
Int for same time		<u>98</u>	9.69
Frances A. Hopkins use M. Brown Claim No 35		2.23	
Deduct dividend & c		<u>83 1/4</u>	
		1.39 3/4	
Int for same time		<u>15 1/4</u>	1.54
Woolman E. Lynch Claim No 36		2389.20	
Deduct dividend		<u>889.97 3/4</u>	
		1499.22 1/4	
Int for same time		<u>169.91</u>	1669.13
Charlotte Rozier Claim No 37		6.84	
Deduct dividend & c		<u>2.54 3/4</u>	
		4.29 1/4	
Int for same time		<u>48 3/4</u>	4.78
Charles Hazelton claim No. 38		22.22	
Deduct dividend		<u>8.27 3/4</u>	
		13.94 1/4	
Int for same time		<u>1/57 3/4</u>	15.52
J.T.Clannahan use L. W. Neal Claim No 39		4.75	
Deduct dividend		<u>1.77</u>	
		2.98	
Int for same time		<u>33</u>	3.31
P. B. Hopper Jr. Claim No 40		12.75	
Deduct dividend		<u>4.75</u>	
		8.00	
Int for same time		<u>90</u>	8.90
			2847.81

Amt brought over		2847.81
Goodhand & White use L. Pascault use Claim No. 41	339.90	
Deduct dividend & c	<u>126.61 1/4</u>	
	213.28 3/4	
Int for same time	<u>24.17 1/4</u>	237.46
Goodhand & White per W. W. Goodhand use same use of Claim No 42-401.82	401.82	
Deduct dividend & c	<u>149.67 3/4</u>	
	252.14 1/4	
Int for same time	<u>28.57</u>	280.71
Robert S. Bryan Claim No. 43	147.35	
Deduct dividend & c	<u>54.88 3/4</u>	
	92.46 1/4	
Int for same time	<u>10.47 3/4</u>	102.94
John Palmer Claim No 44	39.57	
Deduct dividend & c	<u>14.74</u>	
	24.83	
Int for same time	<u>2.81</u>	27.64
Cook & Hopper Claim No. 45	57.77	
Deduct dividend & c	<u>21.52</u>	
	36.25	
Int for same time	<u>4.10</u>	40.35
Clinto Cook Claim No 46	25.52	
Deduct dividend & c	<u>9.50 1/2</u>	
	16.01 1/2	
Int for same time	<u>1.81 1/2</u>	17.83
Eleanora M. Cook Formerly Murphey Claim No 47	68.52	
Deduct dividend	<u>25.52 1/2</u>	
	42.99 1/2	
Int for same time	<u>4.87 1/2</u>	47.87
John C. Legg's Adms use Claim No. 48	602.61	
Deduct dividend	<u>224.47 1/4</u>	
	378.13 3/4	
Int for same time	<u>42.85 1/4</u>	420.99
		4023.60
Amt brought up		4023.60
Julianna Harper Claim No 49	17.49	
Deduct dividend & c	<u>6.51 1/2</u>	
	10.97 1/2	
Int for same time	<u>1.24 1/2</u>	12.22
Jno & Lloyd Tilghman Trustees of W. Stevens Claim No 50	866.82	
Deduct dividend & c	<u>322.89</u>	
	543.93	
Int for same time	<u>61.64</u>	605.57
Jno C. Legg Adm. use Claim No 51	160.69	
Deduct dividend & c	<u>59.85 3/4</u>	
	100.83 1/4	
Int for same time	<u>12.56</u>	113.39
John & Lloyd Tilghman Trustees of Wm. Stevens Claim No 52	75.17 3/4	
Deduct dividend & c	<u>8.00 1/4</u>	
	47.17 1/2	
Int for same time	<u>5.34 1/2</u>	52.52
John Tilghman Claim No 53	42.18 3/4	
Deduct dividend & c	<u>15.71 1/4</u>	
	26.47 1/4	
Int for same time	<u>2.99 3/4</u>	29.47
P. B. Hopper Jr. Exc of Wm Hopkins Claim No 54	19.22	
Deduct dividend & c	<u>7.16</u>	
	12.06	
Int for same time	<u>1.36</u>	13.42
Frances E. Skinner exc of T. B. Skinner Claim No 55	15.81	
Deduct dividend & c	<u>5.89</u>	
	9.92	
Int for same time	<u>1.12</u>	11.04
		4861.21

## Statement of Claims No 2 Filed July 27th 1858

Statement of additional claims agst. Thomas Murphey with interest taxes to 21 June. These claims having received no part of the personalty are entitled to a dividend of 37 1/4 cts in the dollar, which is ascertained and deducted according to the following statement, showing the balances, for which they are to come in for a second dividend out of the bal exceptis real to that allowed the other claims.





Dr The Real Estate of Thomas Murphey deceased in acct with M. Brown Esq Trustee Cr

1859			Dolls	Cts
Jany 21	To Jas A. Bowen for balance of claim	No 1		2.89
	To R. W. Earickson	" No 2		14.22
	To William F. Parrott	" No 3		6.32
	To Thomas Tanner use M. Brown	" No 4		11.85
	To William & Henry Newnam	" No 5		2.28
	To W. Stinson use Kland use Cook & Hopper	" No 6		32.03
	To W. E. Lynch	No 7		12.85
	To Wm Goldsborough	No 8		1.36
	To T. D. Willoughby use Jas E Dillen use of Cohoon & Cannon			
	use M. Brown	No. 9		13.78
	To Hopper & Wilmer	No 10		4.31
	To Trustees of C. Ville Academy	No 11		3.13
	To Ann Connolly use M. Brown	No 12		32
	To John W Ferguson	No 13		46
	To L. W. Neal	No 14		51
	To L. W. Neal	No 15	21.32	
	To L. W. Neal	No 16		3.03
	To Jno T Clannahan use L. W. Neal	No 17		2.67
	To Trustees of School district No 24 Q.A.Co	No 18		2.73
	To T.&F. Bright excs of Tos Bright	No 19		16.11
	To James E. Dillen	No. 20		33.79
	To Jacob A. Buleñ use M. Brown	No 21		50
	To Tos M. Murphey use W. Kenney Fowler & M Kenney	22	111.75	
	To Franklin Bright	No 23		4.37
	To Madison Brown	No 24		4.47
	To Wm H. Legg use M. Brown	No 25		1.51
	To C. C. Harper	No 26		4.12
	To Chas Hazelton use Wm Goldsborough	No 27		2.42
	To W. T. Bryan	No 29		4.19
	To S. E. Sullivan	No 30		93
	To Y. T. White use M. G. White	No 31		23.54
	To Simon Sementhall	No 32		6.92
				<u>350.68</u>

Amt carried forward

350.68

CR

1859 Jany 21	By this amount in the hands of the Trustee now ready for distribution as per Trustees within memoranda herewith filed		2382.81
	By amt carried over		2382.81

1859				
Jany 21	To amount brought forward		350.68	
	To William Denny for bal of claim	No 33		2.78
	To W. Stinson use L.Kland use Cook & Hopper	No 34		3.01
	To F. A. Hopkins use M. Brown	No 35		48
	To Woolman E. Lynch	No 36	518.26	
	To Charlotta Rozier	No 37		1.49
	To Charles Hazelton	No 38		4.82
	To J. T. Clannahan use L. W. Neal	No 39		1.03
	To P. B. Hopper Jr.	No 40		2.76
	To Goodhand & White use L. C. Pascault use H. C. Legg	No 41		73.73
	To same use Same use Same	No 42		86.71
	To Robert S. Bryan	No 43		31.97
	To John Palmer	No 44		8.59
	To Cook & Harper	No 45		12.53
	To Clinton Cook	No 46		5.53
	To Eleanor M. Cook formerly E. M. Murphey	No 47		14.87
	To John C. Legg Adm	No 48	130.72	
	To Julianna Harper	No 49		3.80
	To Jno & Lt Tilghman Trustees of W. Stevens	No 50	188.03	
	To John C. Legg Adm	No 51		35.21
	To Jno & Lt. Tilghman Trustees of W. Stevens	No 52		16.31
	To Jno Tilghman	No 53		9.16
	To P. B. Hopper Exc. of Wm Harper	No 54		4.17
	To F. E. Spence Exx of T. B. Spence	No 55		3.43
	To Robert Skinner	No 56		74
	To Moses C. Legg	No 57		16.49
	To Executor pf P. B. Hopper	No 58		7.22
	To Wm. B. Tilghman	No 59		20.89
	To Executor of Ed Hamilton	No 60		4.93
	To John Palmer	No 61		4.82
	To W. W. K. Goodhand use Julianna Murphey	No 62		39.58
				<u>1604.74</u>

Amt carried forward

1604.74

1859			
Jany 21	by this amount brought over		2382.81
	Amt carried over		2382.81

1859	To amount brought forward		1604.74
Jany 21	To James B. Palmer for bal of claim	No 63	3.69
	To C. Cook's Excs.	Claim No 64	2.46
	To Noah W. Bullen use M. Brown	Claim No 28	47.33
	To James E. Dillen	" No 65	16.16
			<u>1674.38</u>
	To Auditors fee for Stating this acct & c		9.33
	To this amount being balance to be distributed under the order of Court		699.10
			<u>2382.81</u>

1859

Jany 21 By this amount brought over

2382.81

2382.81

Ordered this first day of February 1859 that the foregoing Auditors Report be and the same is hereby ratified and confirmed no cause having been shown to the Contrary and the trustee is hereby directed to pay the several claimants the amounts respectively Audited to them

Rich B. Carmichael

Statement of Claims accompanying 2nd Auditors Report Filed January 24th 1859  
Statement of claims against Thomas Murphey deceased deducting dividends from Real estate and calculating interest on balances to 21 January 1859.

James A. Bowen	Claim No 1	9.31	
Deduct dividend from real estate		<u>6.51</u>	
		2.80	
Int on balance to 21st Jany 1859		<u>09</u>	2.89
R. W. Earickson	Claim No 2	45.80	
Deduct dividend from real estate		<u>32.06</u>	
		13.74	
Interest on bal for same time		<u>48</u>	14.62
William F. Parrott	Claim No. 3	20.34	
Deduct dividend &c		<u>14.23</u>	
		6.11	
Int on Bal for same time		<u>21</u>	6.32
Thomas Tanner use M. Brown	Claim No. 4	38.16	
Deduct dividend &c		<u>26.71</u>	
		11.45	
Int on bal for same time		<u>40</u>	11.85
William & Henry Newnam	Claim No 5	7.36	
Deduct dividend & c		<u>5.15</u>	
		2.21	
Int on bal for same time		<u>07</u>	2.28
W. Stinson use F. Kland use Cook & Hopper	Claim No. 6	103.14	
Deduct dividend &c		<u>72.19</u>	
		30.95	
Int on bal for same time		<u>1.08</u>	32.03
W. E. Lynch	Claim No 7	41.38	
Deduct dividend &c		<u>28.96</u>	
		12.42	
Int for same time on bal		<u>43</u>	12.85
	Amt over		<u>82.44</u>
Amount brot over			82.44
Wm Goldsborough	Claim No 8	4.38	
Deduct Dividend &c		<u>3.06</u>	
		1.32	
Int on bal to same time		<u>04</u>	1.36
J. D. Willoughby use Tos E. Dillen use of Cahoon & Cannon	Claim No 9	44.37	
use M. Brown		<u>31.05</u>	
Deduct dividend &c		13.32	
Int on bal for same time		<u>46</u>	13.78
Hopper & Wilmer	Claim No 10	13.88	
Deduct dividend &c		<u>9.71</u>	
		4.17	
Int on bal to same time		<u>14</u>	4.31
Trustees of C. Ville Academy	Claim No 11	10.09	
Deduct dividend &c		<u>7.06</u>	
		3.03	
Int on bal to same time		<u>10</u>	3.75
Ann cOnolly use M. Brown	Claim No 12	1.03	
Deduct dividend &c		<u>72</u>	
		31	
Int on bal to same time		<u>01</u>	0.32
John W. Furgunson	Claim No 13	1.48	
Deduct dividend &c		<u>1.03</u>	
		45	
Int on bal for same time		<u>01</u>	0.46
L. W. Neal	Claim No. 14	1.64	
Deduct dividend &c		<u>1.14</u>	
		50	
Int on bal for same time		<u>01</u>	0.51
L. W. Neal	Claim No 15	68.65	
Deduct dividend &c		<u>48.05</u>	
		20.60	
Int on Bal for same time		<u>72</u>	21.32
	Amt carried up		<u>127.63</u>

Amount brought up			127.63
L. W. Neal	Claim No 16	9.75	
Deduct dividend &c		<u>6.82</u>	
		2.93	
Int on bal for same time		<u>10</u>	3.03
Jno T. Clannahan use L. W. Neal	Claim No 17	8.57	
Deduct dividend &c		<u>5.99</u>	
		2.58	
Int on bal for same time		<u>9</u>	2.67
Trustees School District No 24 Q.A.Co.	Claim No 18	8.79	
Deduct dividend &c		<u>6.15</u>	
		2.64	
Int on bal for same time		<u>9</u>	2.73
T & F Bright execs. of Tos Bright	Claim No 19	51.89	
Deduct dividend &c		<u>36.32</u>	
		15.57	
Int on Bal for same time		<u>54</u>	16.11
James E. Dillen	Claim No 20	108.81	
Deduct dividend &c		<u>76.16</u>	
		32.65	
Int on bal for same time		<u>1.14</u>	33.79
Jacob A. Bullen use M. Brown	Claim No 21	1.63	
Deduct dividend &c		<u>1.14</u>	
		49	
Int on bal for same time		<u>01</u>	0.50
Jas M. Murphey use McKenney Jacobs & McKenney	Cl No 22	356.54	
Deduct dividend &c		<u>248.57</u>	
		107.97	
Int on bal for same time		<u>3.78</u>	111.75
Franklin Bright	Claim No 23	14.07	
Deduct dividend &c		<u>9.84</u>	
		4.23	
Int on bal for same time		<u>14</u>	4.37
			<u>302.58</u>
	Amt brought up		302.58
Madison Brown	claim No 24	14.39	
Deduct dividend &c		<u>10.07</u>	
		4.32	
Int on Bal for same time		<u>15</u>	4.47
Wm. H. Legg use M. Brown	Claim No 25	4.89	
Deduct dividend &c		<u>3.42</u>	
		1.47	
Int on bal for same time		<u>04</u>	1.51
C. C. Harper	Claim No 26	13.25	
Deduct dividend &c		<u>9.27</u>	
		3.98	
Int on bal for same time		<u>14</u>	4.12
Charles Hazelton use Wm Goldsborough	Cl. No 27	7.78	
Deduct dividend &c		<u>5.44</u>	
		2.34	
Int on bal for same time		<u>08</u>	2.42
W. T. Bryan	Claim No 29	13.49	
Deduct dividend &c		<u>9.44</u>	
		4.05	
Int on bal for same time		<u>14</u>	4.19
S. E. Sullivan	Claim No 30	3.00	
Deduct dividend &c		<u>2.10</u>	
		90	
Int on bal for same time		<u>3</u>	0.93
Y. T. White use M. G. White	Claim No 31	75.83	
Deduct dividend &c		<u>53.08</u>	
		22.75	
Int on bal for same time		<u>79</u>	23.54
Simon Sementhall	Claim No 32	22.27	
Deduct dividend &c		<u>15.58</u>	
		6.69	
Int on bal for same time		<u>23</u>	6.92
			<u>350.68</u>

Amount brought up			350.68
Wm Denny	Claim No 33,	8.96	
Deduct dividend &c		<u>6.27</u>	
Int on Bal for same time		<u>2.69</u>	2.78
		09	
W. Stinson use F. Kland use Cook & Hopper	Claim No 34	9.69	
Deduct dividend &c		<u>6.78</u>	
Int on bal for same time		<u>2.91</u>	3.01
		10	
F. A. Hopkins use M. Brown	Claim No 35	1.54	
Deduct dividend &c		<u>1.07</u>	
Int on bal for same time		<u>47</u>	0.48
		01	
Woolman E. Lynch	Claim No 36	1669.13	
Deduct dividend &c		<u>1168.39</u>	
Int on bal for same time		<u>500.74</u>	518.26
		17.52	
Charlotta Rozier	Claim No 37	4.78	
Deduct dividend &c		<u>3.34</u>	
Int on bal for same time		<u>1.44</u>	1.49
		05	
Charles Hazelton	Claim No 38	15.52	
Deduct dividend &c		<u>10.86</u>	
Int on bal for same time		<u>4.66</u>	4.82
		16	
J. T. Clannahan use L. W. Neal	Claim No 39	3.31	
Deduct dividend &c		<u>2.31</u>	
Int on Bal for same time		<u>1.00</u>	1.03
		03	
P. B. Hopper	Claim No 40	8.90	
Deduct dividend &c		<u>6.23</u>	
Int on bal for same time		<u>2.67</u>	2.76
		09	
			<u>885.31</u>
Amt brought up			885.31
Goodhand & White use L. C. Pascault use H.C.Legg	Claim No 41	237.46	
Deduct Dividend &c		<u>166.22</u>	
Int on Bal for same time		<u>71.24</u>	73.73
		2.49	
Same use Same use Same	Claim No 42	280.71	
Deduct dividend &c		<u>196.49</u>	
Int on bal for same time		<u>84.22</u>	86.71
		2.49	
Robert S. Bryan	Claim No 43	102.94	
Deduct dividend &c		<u>72.05</u>	
Int on bal for same time		<u>30.89</u>	31.97
		1.08	
John Palmer	Claim No 44	27.64	
Deduct Dividend &c		<u>19.34</u>	
Int on bal for same time		<u>8.30</u>	8.59
		29	
Cook & Hopper	Claim No 45	40.35	
Deduct dividend &c		<u>28.24</u>	
Int on Bal for same time		<u>12.11</u>	12.53
		42	
Clinton Cook	Claim No 46	17.83	
Deduct dividend &c		<u>12.48</u>	
Int on bal for same time		<u>5.35</u>	5.53
		18	
Eleanor M. Cook formerly E. M. Murphey	Claim No 47	47.87	
deduct dividend &c		<u>33.50</u>	
Int on bal for same time		<u>14.37</u>	14.87
		50	
John C. Leggs Adms.	Claim No 48	420.99	
Deduct dividend &c		<u>294.69</u>	
Int on bal for same time		<u>126.30</u>	130.72
		4.42	
			<u>1249.96</u>

Amount brought up			1249.96
Julianna Harper	Claim No 49	12.22	
Deduct dividend &c		<u>8.55</u>	
Int on Bal for same time		3.67	
		<u>13</u>	3.80
Jno & St Tilghman Trustee of Wm Stevens	Claim No 50	605.57	
Deduct dividend &c		<u>423.89</u>	
Int on bal for same time		181.89	
		<u>6.35</u>	188.03
John C. Legg's Adm	Claim No 51	113.39	
Deduct dividend &c		<u>79.37</u>	
Int on Bal for same time		34.02	
		<u>1.19</u>	35.21
Jno & St Tilghman Trustees of W. Stevens	Claim No 52	52.52	
Deduct dividend &c		<u>36.76</u>	
Int on bal for same time		15.76	
		<u>55</u>	16.31
Jno Tilghman	Claim No 53	29.47	
Deduct dividend &c		<u>20.62</u>	
Int on bal for same time		8.85	
		<u>31</u>	9.16
P. B. Hopper Jr. Exc. of Wm Harper	Claim No 54	13.42	
Deduct dividend &c		<u>9.39</u>	
Int on Bal for same time		4.03	
		<u>14</u>	4.17
F. E. Spencer Exx of J. B. Spencer	Claim No 55	11.04	
Deduct dividend &c		<u>7.72</u>	
Int on bal for same time		3.32	
		<u>11</u>	3.43
Robert Skinner	Claim No 56	2.37	
Deduct dividend &c		<u>1.65</u>	
Int on bal for same time		.72	
		<u>.02</u>	0.74
			<u>1510.81</u>
Amount brought up			1510.81
Moses C. Legg	Claim No 57	53.13	
Deduct dividend &c		<u>37.19</u>	
Int on bal for same time		15.94	
		<u>55</u>	16.49
Executor of P. B. Hopper	Claim No 58	23.26	
Deduct dividend &c		<u>16.28</u>	
Int on bal for same time		6.98	
		<u>24</u>	7.22
Wm B. Tilghman	Claim No 59	67.29	
Deduct dividend &c		<u>47.10</u>	
Int on bal for same time		20.19	
		<u>70</u>	20.89
Executor of Ed. Hamilton	Claim No 60	15.90	
Deduct dividend &c		<u>11.13</u>	
Int on bal for same time		4.77	
		<u>16</u>	4.93
John Palmer	Claim No 61	15.52	
Deduct dividend &c		<u>10.86</u>	
Int on bal to same time		4.66	
		<u>16</u>	4.82
W. W. K. Goodhand use Julianna Murphey	Cl No 62	127.47	
Deduct dividend &c		<u>89.22</u>	
Int on bal to same time		38.25	
		<u>1.33</u>	39.58
James B. Palmer	Claim No 63	11.88	
Deduct dividend &c		<u>8.31</u>	
Int on bal to same time		3.57	
		<u>12</u>	3.69
C. Cook's Excs.	Claim No. 64	7.92	
Deduct dividend &c		<u>5.54</u>	
Int on bal for same time		2.38	
		<u>.08</u>	2.46
			<u>1610.89</u>
Amount brought up			1610.89
Noah W. Bullen use M. Brown	Claim No 28	46.20	
Int from 7th Sept to 21 Jany 1849		1.03	
Cost		<u>10</u>	47.33
Thomas E. Dillen	Claim No 65	12.80	
Int from Oct 1854 to Jany 21 1859		3.26	
Cost		<u>10</u>	16.16
Whole amt of claims			<u>1674.38</u>





Estate reported sold and authorizing and empowering him to bring said money into Court or to deposit same in some Bank until such time as this Honorable Court may provide for the investment thereof.

John B. Brown  
Solicitor for M. Brown

ORDER OF COURT

On the foregoing petition of Madison Brown, Trustee heretofore appointed in this cause, It is on this 15th day of May 1868 adjudged, ordered and directed by the Circuit Court for Queen Anne's County in Equity that said Trustee be and he hereby is directed and empowered to complete his trust by the collection of the purchase money for the real Estate heretofore sold and he is furthermore authorized and empowered to deposit same in the Easton National Bank of Maryland to the credit of this cause as the same shall be collected, there to remain subject to the order of this Court and until such time as this Court may provide for the investment thereof.

JNO. M. ROBINSON

I. A. WICKES

FREDERICK STUMP

PETITION OF JAMES M. MURPHEY  
Filed October 29, 1872.

Louis C. Pascault & others  
vs.  
Heirs of Thomas Murphey & others

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

To the Honorable Circuit Court for Queen Annes County in Equity.

The Petition of James M. Murphey and James B. Palmer and Anna M. Palmer, his wife, formerly Anna M. Murphey, Defendants in the above entitled cause, to Your Honors respectfully sets forth that Madison Brown, late of Queen Anne's County deceased, and formerly Trustee in said cause having departed this life without having fully completed his trust, it is important for the interests of all the parties to said cause and the purchaser of the property therein reported sold that some suitable person should be appointed Trustee to close up and settle said trust. Therefore Your Petitioners pray Your Honors to pass an order appointing some person as Trustee to close up and settle said trust and recommend John B. Brown of Queen Anne's County for this office- And as in duty bound &c, Your Petitioners will ever pray-

Lloyd Tilghman  
Solicitor for Petitioners.

ORDER OF COURT  
Filed October 29, 1872.

Ordered, on this 24th October 1892, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof that John B. Brown of Queen Anne's County be and he is hereby appointed Trustee to close up and settle the trust in this case, and he hereby is empowered to do all necessary acts to accomplish this purpose, and to carry out all decrees and orders heretofore passed in this cause, or such as may hereof to be passed herein, and to convey the Real Estate reported sold to the purchaser or purchasers thereof as fully and as amply as the said Madison Brown, former Trustee, might have done, and that before proceeding to act as such Trustee he shall find a bond in said cause to be approved agreeably to law in form and penalty as called for by the original Decree filed in this cause, conditioned for the faithful performance of the duties of his trust.

Frederick Stump

Filed October 29, 1872.

TRUSTEE'S BOND  
Filed October 29, 1872.

Know all men, by these presents, that we John B. Brown, George M. Smith and Robert G. Price, 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 Thirty Thousand 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 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 eighth day of October in the year Eighteen Hundred and seventy two.

Whereas by a Decree of the Circuit Court for Queen Anne's County, bearing date on the 23d. day of May 1857, and passed in a Cause in said Court in which Louis C. Pascault is Complainant and Julianer T. Murphey and others are Defendant one Madison Brown was appointed Trustee to make sale of certain Real Estate in the proceedings in said cause mentioned and whereas he entered on the discharge of the duties of said trust, but has departed this life without having fully completed said trust, and whereas John B. Brown of Queen Anne's County was on the 24th day of October 1872 appointed Trustee to complete said trust.

Now the condition of the above obligation is such that if the above bound John B. Brown do and shall well and faithfully perform the trust reposed in him by said appointment of the 24th day of October 1872 then the above obligation to be void, otherwise, to be and remain in full force and virtue in law.

As witness our hands and seals.

Signed, sealed and  
delivered in the presence of.

E. H. Brown

JOHN B. BROWN (SEAL)

GEORGE N. SMITH (SEAL)

ROBERT G. PRICE (SEAL)

And on the back of the foregoing Bond was thus endorsed, to wit:

Security approved and bond filed the 29<sup>th</sup> day of October 1872.

James Wooters, Clerk  
Circuit Court for Queen Anne's County.

ASSIGNMENT  
Filed Feb. 6, 1872.

THIS INDENTURE made this twenty sixth day of January A. D. 1872, by James M. Murphy of Dorchester County, in the State of Maryland, witnesseth that in consideration of moneys due and owing from the said James M. Murphy unto Kendal M. Jacobs of said County and State; the said James M. Murphy doth hereby grant, bargain and sell, assign, transfer and set over unto the said Kendal M. Jacobs all his right, title and interest in and to the real and personal estate of which the brother of the said James M. a certain Thomas Murphy died possessed and all his right and interest in and to the proceeds of the sale of any such estate, which may have been sold after the death of the said Thomas - whether said right and interest and? and vested in him the said James M. as one of the heirs at law of the said Thomas by virtue of the last will and testament of the said Thomas- And the said James M. Murphy hereby authorizes and empowers the said Kendal M. Jacobs, to take possession of his said interest by these presents assigned- and to collect and receive all sums of money that he, the said James M. may be entitled to in the premises, and to execute release and discharges therefor, upon the payment to him of the same.

Witness my hand and Seal

Test:-

JAMES M. MURPHEY (SEAL)

W. T. Winterbottom

State of Maryland,

Dorchester County, to wit- I hereby certify that on this 26th day of January A. D. 1872, before the subscriber a Justice of the Peace of said State, in and for said County, personally appeared James M. Murphy and acknowledged the foregoing Indenture to be his act.

W. T. Winterbottom J. P.

State of Maryland, Dorchester County, Sct:

I hereby certify, that H. T. Winterbottom, Esquire, before whom the within acknowledgment was made and whose genuine signature is thereunto subscribed, was at the time of so doing, a Justice of the Peace of the State of Maryland, in and for said County, duly commissioned and sworn.

In testimony whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Dorchester County, this 1st day of February, Anno Domini 1872.

Francis J. Henry, Clk.

One-Five Dollar Int. Rev. Stamp.  
Endorsed F.J.H. Feby 1872.

PETITION  
Filed March 26, 1874.

Louis C. Pascault )

vs. )

The Heirs of Thomas Murphey )  
& others )

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

To the Honorable Judges of the Circuit Court for Queen Anne's County in Equity.

The Petition of Henry C. Legg, purchaser of the Real Estate called Long Point as per Trustee's Report of Sale fil in the above entitled cause to Your Honors, respectfully sets forth, that he has since his said purchase sold to one Thomas Tanner of Kent Island County aforesaid a portion of said tract of land now called the "Lower Long Point Farm" and now in the possession of said T. Tanner Your Petitioners sets forth that said Real Estate has been paid for and prays Your Honors to pass an order substituting the said Thomas Tanner as the purchaser of the aforesaid portion of said Long Point Farm and authorizing and directing John B. Brown, the present Trustee in the said cause, to convey said Real Estate unto him in as full and ample manner as he could have conveyed same unto Your Petitioner.

Henry C. Legg  
John B. & G. W. Brown, Solicitors  
for Petitioners.

ORDER OF COURT  
Filed March 26, 1874.

ORDERED, on this 14<sup>th</sup> day of March in the year eighteen Hundred and seventy four, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, that Thomas Tanner of Kent Island be and he hereby is substituted as the purchaser of all that portion of the Long Point Farm sold to him by Henry C. Legg, original purchaser thereof at Trustees sale, in accordance with the petition of the said Henry C. Legg; and that John B. Brown, Trustee, be and he hereby is authorized and directed to convey the same unto the said Thomas Tanner pursuant to the prayer of the Petition of the said Henry C. Legg on the payment of the whole purchase money for the said Real Estate called Long Point.

Jno. M. Robinson.

Filed, March 26, 1874.

AFFIDAVIT OF JOHN T. HAND  
Filed April 20, 1874.

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

I hereby certify that on this 20th day of April 1874 personally appeared before me the subscriber, a Justice of the Peace of the State in and for the County aforesaid John T. Hand and made oath in due form of law, that he was acquainted with the late Juliana T. Murphey widow and relict of the late Thomas Murphey, that he died on or about the 16th day of Feb., 1872, & that her child the issue of her marriage with the said Thomas Murphey died many years before the death of the said Juliana T. Murphey, to wit: on or about the day of November, 1858.

10¢ Paid.

Ezekiel T. M. Forman J. P.

STATEMENT OF CLAIMS  
Filed April 20, 1874.

Statement of Claims against Thomas Murphy, deceased made in accordance with the Agreement filed February 16th 1859 in this cause.

	Dol.	Cents	Dol.	Cts.
James A. Bowen, Claim No. 1 Int. from 1st. Aug. 1856 to Jany. 1st, 1858	8	37		
		<u>71</u>	9.	08
R. W. Earickson Claim No. 2 Int. for same time	41	14		
	<u>3</u>	<u>50</u>	44.	64
W. F. Parrott Claim No. 3 Int. for same time	20	11	3/4	
	<u>1</u>	<u>70</u>	<u>1/4</u>	21. 82

Thomas Tanner use M. Brown Int. for same time	Claim No. 4	<u>34 28</u> 2 91	37 19
Wm. & Henry Newnam Int. for same time	Claim No. 5	<u>6 61 1/4</u> 56 3/4	7 18
M. Stinson use F. Klend use Cook & Hopper, Int. for same time	Claim No. 6	<u>92 64 1/2</u> 7 87 1/2	100 52
William E. Lynch Int. for same time	Claim No. 7	<u>37 16 3/4</u> 3 15 1/4	40 32
William Goldsborough Int. for same time	Claim No. 8	<u>3 93 1/2</u> 33 1/2	4 27
J. D. Willoughby use J. E. Dillen Int. for same time	Claim No. 9	<u>39 85 3/4</u> 3 38	43 24
Hopper & Wilmer Int. for same time	Claim No. 10	<u>12 46 3/4</u> 1 06 1/2	13 53
Trustees Cville Academy Int. for same time	Claim No. 11	<u>9 06 3/4</u> 77 1/4	9 84
Amount carried forward			\$331 63
Amount brot. over			\$331.63
Ann Connolly use M. Brown Int. from Aug. 1st 1856 to Jany 1st, 1858	Claim No. 12	<u>93 1/2</u> 7 1/2	1 01
John W. Ferguson Int. for same time	Claim No. 13	<u>1 33</u> 11	1 44
L. W. Neal Int. for same time	Claim No. 14	<u>1 48</u> 12	1 60
L. W. Neal Int. for same time	Claim No. 15	<u>61 66 1/2</u> 5 24 1/2	66 91
L. W. Neal Int. for same time	Claim No. 16	<u>8 76</u> 74	9 50
John T. Clannahan use L. W. Neal Int. for same time	Claim No. 17	<u>7 70</u> 65	8 35
Trustees of School District No. 24 Int. for same time	Claim No. 18	<u>7 90</u> 67	8 57
J. & F. Wright, exors. of Jas. Wright Int. for same time	Claim No. 19	<u>46 60 1/2</u> 3 96 1/2	50 57
James E. Dillen Int. for same time	Claim No. 20	<u>97 73 1/4</u> 8 30 3/4	106.04
J. A. Bullen use M. Brown Int. for same time	Claim No. 21	<u>1 46 3/4</u> 12 1/4	1 59
J. W. Murphy Int. for same time	Claim No. 22	<u>320 24 1/2</u> 27 22 1/2	347 47
Franklin Bright Int. for same time	Claim No. 23	<u>12 63 3/4</u> 1 07 1/4	13 71
Madison Brown Int. for same time	Claim No. 24	<u>12 92 1/2</u> 1 09 1/2	14 02
Ant. carried over.			\$962.41
Amount brot. forward			\$962.41
Wm. H. Legg use M. Brown Int. from Aug. 1st 56 to January 1st, 1958	Claim No. 25	<u>4 39 3/4</u> 37 1/4	4 77
C. C. Harper Int. for same time	Claim No. 26	<u>11 90 1/4</u> 1 01 3/4	12 92
C. Hazleton use Wm. Golds- borough, Int. for same time	Claim No. 27	<u>6 99</u> 59	7 58

W. W. Bullen use M. Brown Int. to same time from Jany 1st, 55	Claim No. 28	37 84 <u>6 80</u> 44 64
W. I. Bryan Int. for same time	Claim No. 29	12 11 $\frac{3}{4}$ <u>1 02 <math>\frac{1}{4}</math></u> 13 14
S. E. Sullivan Int. for same time	Claim No. 30	2 69 $\frac{1}{4}$ <u>22 <math>\frac{3}{4}</math></u> 2 92
Y. T. White use M. G. White Int. for same time	Claim No. 31	68 11 $\frac{1}{2}$ <u>5 78 <math>\frac{1}{2}</math></u> 73 90
Simon Seventhall Int. for same time	Claim No. 32	20 00 $\frac{1}{2}$ <u>1 70 <math>\frac{1}{2}</math></u> 21.71
William Denny Int. for same time	Claim No. 33	8 04 $\frac{1}{2}$ <u>68 <math>\frac{1}{2}</math></u> 8 73
W. Stinson use F. Klend use Cook & Hopper Int. for same time	" No. 34	8 71 <u>74</u> 9 45
F. A. Hopkins use M. Brown Int. for same time	Claim No. 35	1 39 $\frac{3}{4}$ <u>11 <math>\frac{1}{4}</math></u> 1 51
Woolman E. Lynch Int. for same time	Claim No. 36	1499 22 $\frac{1}{4}$ <u>137 43 <math>\frac{3}{4}</math></u> 1626 66
Charlotte Rozier Int. for same time	Claim No. 37	4 29 $\frac{1}{4}$ <u>36 <math>\frac{1}{4}</math></u> 4 66
		\$2795 00 \$2795.00
Amt. brot. Sver		
Charles Hazleton Int. from Aug. 1st 56 to Januy 1st. 1858	Claim No. 38	13 94 $\frac{1}{4}$ <u>1 18 <math>\frac{3}{4}</math></u> 15 13
F. T. Clannahan use L. W. Neal Int. for same time	Claim No. 39	2 98 <u>25</u> 3 23
P. B. Hopper Jr. Int. for same time	Claim No. 40	8 00 <u>68</u> 8 68
Goodhand & White use Pascault Int. for same time	Claim No. 41	213 28 $\frac{3}{4}$ <u>19 12 <math>\frac{1}{4}</math></u> 232 41
Goodhand & White use Same Int. for same time	Claim No. 42	252 14 $\frac{1}{4}$ <u>21 43 <math>\frac{3}{4}</math></u> 273.58
Robert S. Bryan Int. for same time	Claim No. 43	92 46 $\frac{1}{4}$ <u>7 85 <math>\frac{3}{4}</math></u> 100 32
John Palmer Int. for same time	Claim No. 44	24 83 <u>2 11</u> 26 94
Cook and Hopper Int. for same time	Claim No. 45	36.25 <u>3 08</u> 39 33
Clinton Cook Int. for same time	Claim No. 46	16 01 $\frac{1}{2}$ <u>1 36 <math>\frac{1}{2}</math></u> 17 38
Eleanora M. Cook Int. for same time	Claim No. 47	42 99 $\frac{1}{2}$ <u>3 65 <math>\frac{1}{2}</math></u> 46 65
John C. Legg's Admrs. use Int. for same time	Claim No. 48	378 13 $\frac{3}{4}$ <u>32 14 <math>\frac{1}{4}</math></u> 410 28
Julianna Harper Int. for same time	Claim No. 49	10 97 $\frac{1}{2}$ <u>93 <math>\frac{1}{2}</math></u> 11 91
John & Lloyd Tilghman, Steven's Trustees Int. for same time	Claim No. 50	543 93 <u>46 23</u> 590 16
Amt. carried forward.		\$4571 00

	Amount brot. over.		\$4571 00
John C. Legg's admrs use	Claim No. 51	100 83 1/4	
Int. from Aug. 1st 56 to Janry 1st 1858		<u>8 57</u>	109 40
John & Lloyd Tilghman Steven's Trustees	" No. 52	47 17 1/2	
Int. for same time		<u>4 00 1/2</u>	51 18
John Tilghman	Claim No. 53	26 47 1/4	
Int. for same time		<u>2 25 3/4</u>	28 73
P. B. Hopper Exor. W. Harper	Claim No. 54	12 06	
Int. for same time		<u>1 03</u>	13 06
Frances E. Spencer, Spencer's Exor.	" No. 55	9 92	
Int. for same time		<u>84</u>	10 76
Robert Skinner	Claim No. 56	3 00	
Int. from April 7/55 to 1 Janry 1858	costs	<u>20</u> <u>49</u>	3 69
Moses C. Legg	Claim No. 57	66 45	
Int. from Dec. 14/53 to same time	costs	<u>20</u> <u>16 11</u>	82 76
P. B. Hopper	Claim No. 58	31 25	
Int. from July 1st 55 to same time	costs	<u>20</u> <u>4 69</u>	36 14
Wm. B. Tilghmans'	Claim No. 59	92 15	
Int. from 12 Oct 1855 to same time	costs	<u>20</u> <u>14 88</u>	105 62
Edward Hamilton	Claim No. 60	21 38	
Int. from 16 July 1855 to same time	costs	<u>20</u> <u>3 16</u>	24 74
John Palmer	Claim No. 61	17 44	
Int. from 7 Aug. 1851 to same time	costs	<u>10</u> <u>6 83</u>	24 37
W. W. K. Goodhand use J. Murphy	Claim No. 62	162 96	
Int. from 19 May 1854 to same time	costs	<u>20</u> <u>35 33</u>	198 49
James B. Palmer	Claim No. 63	13 13	
Int. from 7 Aug 51 to same time	costs	<u>10</u> <u>5 12</u>	18 35
			\$5278 29
			\$5278 29
Clinton Cook	Claim No. 64	8 86	
Int. from 1 Aug. 1851 to Janry 1st. 1858	costs	<u>10</u> <u>3 40</u>	12 36
James E. Dillen	Claim No. 65	12 80	
Int. from Janry 1st, 54 to Janry 1st 58	costs	<u>10</u> <u>3 07</u>	15 98
Harper & Sullivan	Claim No. 66	19 25	
Int. from Janry 1st. 55 to same time	costs	<u>10</u> <u>3 46</u>	22 81
J.K. Harper Exor. J.K. Harper	Claim No. 67	27 00	
Int. from Janry 1st. 54 to same time		<u>6 48</u>	33 48
W. F. Parrott	Claim No. 68	3 46	
Int. from Aug. 7" 51 to same time		<u>1 32</u>	4 78
C. Cook Assee. T.J. Seegar	Claim No. 69	6 11	
Int. from Aug. 7" 51 to same time		<u>2 50</u>	8 61
	Total amount . . . . .		\$376 31

AUDIT  
Filed April 20, 1874.

Louis C. Pascault	)	In the Circuit Court for
vs.	)	Queen Anne's County in Equity.
Julianna T. Murphy & others	)	

To the Honorable, the Judges of the Circuit Court for  
Queen Annes County, in Equity.

The Report of Edwin H. Brown, Auditor, to Your Honors respectfully sets forth that he has at the request of the present Trustee stated this the Third Audit in the above cause in accordance with an agreement filed therein on February 16th, 1859 wherein he has charged the former & present Trustees with the gross sales of the land & the additional sum of \$82.81 from personalty, and have allowed them the commissions, costs and expenses, with taxes paid by H. C. Legg and the amount of Eleanor M. Cook's dower, interest, all of which are heretofore allowed in the first Audit, and the costs allowed in Second Audit, he next made a reStatement of all the claims against the deceased as per agreement above, which is filed herewith marked "Statement of Claims No. 3", which includes all the claims allowed in the First & Second Audit, and claims No. 66 & 67, which were overlooked by the Auditor &c. No. 68 & 69 which were filed after former Audits, with interest on the same to Janry 1st, 1858, and allowed the aggregate of said claims, and the costs accruing since last Audit with your Auditor's charge for this Audit & Statement of Claims No. 3- This distribution left the sum of \$7227.74, which your auditor on the affidavit herewith filed and his personal Knowledge of the fact of the death of Julianna T. Murphy has awarded in equal proportions to Anna M. Palmer, and Kendall M. Jacobs, Assignee of James M. Muprhy, as per within account.

Respectfully submitted,

EDWIN H. BROWN, Auditor.

DR. The Real Estate of Thomas Murphy decd. in account with M. Brown decd. former  
and J. B. Brown, present Trustee Cr.

1858			
Janry 1	To commissions, costs and expenses allowed in 1st Audit		\$620.62
	" Taxes paid by H. C. Legg		75.30
	" Dower of Eleanor M. Cook allowed in 1st Audit	\$506.18	
	Int. from July 30/57 to Janry. 1st 1858	<u>12.65</u>	518.83
	" Costs allowed in 2nd. Audit		9.33
	" total of claims allowed as per Statement of Claims No. 3",		5376.31
	" Complainants' costs since Second Audit, viz:		
	S. E. Dyott, late Clerk	\$ 2.00	
	Jas. Wooters, " "	9.95	
	W. A. G. Hobbs " "	<u>4.00</u>	15.95
	" Defendants' costs since Second Audit, viz:		
	S. E. Dyott, late Clerk	2.60	
	James Wooters " "	<u>4.25</u>	6 85
	" E. H. Brown Auditor for this audit & Statement No. 3		13.50
	" this balance of above Sales		<u>7227.74</u>
			\$13864.43
	To Anna M. Palmer, wife of James T. Palmer, to one half thereof . . . . .		\$ 3613.87
	To Kendall M. Jacobs, Assignee of James M. Murphy per assignment filed February 6th 1872 to one half thereof		\$ 3613.87
			\$ 7227.74

1858			
Janry 1	By gross sales per Trustees Report		\$13781.62
	" additional amount per memorandum filed Janry. 24/59		82.81
			<u>\$13864.43</u>
	By this balance of proceeds		\$ 7227.74
			<u>\$ 7227.74</u>

Edwin H. Brown,  
Auditor.

ORDER OF COURT  
Filed May 11, 1874.

Ordered, on this 11th day of May 1874, by the Circuit Court for  
Queen Annes County and by the authority thereof that the within and foregoing audit

be and the same is hereby finally ratified and confirmed- all payments thereunder are hereby ratified and the Trustee is directed to apply the proceeds in hand and to come to hand, with a due proportion of interest thereon as the same has been or may be received according to the allowances therein made.

JNO. M. ROBINSON

FREDERICK STUMP

Filed May 11, 1874.























CAUSE NO. 3151.

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

Wesley E. Thawley, Assignee for : In the Circuit Court
the purpose of collection and : for
foreclosure of Home Owners' Loan : Queen Anne's County, Mary-
Corporation, mortgagee of Charles : land in Equity
Fuller and Atala W. Fuller, his : Chy. No.
wife :

Mr. Clerk:

Please docket suit as above for foreclosure of the mortgage from Charles Fuller and Atala W. Fuller, his wife, to Home Owners' Loan Corporation dated October 28, 1933 and recorded among the Land Record Books of Queen Anne's County, Maryland in Liber B.H.T. No. 16 Folio 545, default having occurred in said mortgage.

WESLEY E. THAWLEY
Assignee.

CERTIFIED COPY OF MORTGAGE
Filed Nov. 16, 1937.

.....
#16,332. 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 on the Thirtieth day of October, in the year nine-
teen hundred and thirty three, the following Mortgage was brought to be record-
ed, to wit:-

THIS MORTGAGE, made this 28th day of October, in the year Nineteen hundred and Thirty three, by and between Charles Fuller and Atala Walker Fuller, his wife, of Queen Anne County, in the State of Maryland, of the first part, Mortgagors, and the HOME OWNERS' LOAN CORPORATION, of the second part, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagee in the full sum of four thousand five hundred thirty-one and 98/100 Dollars, money this day loaned, in consideration whereof and for value received the said Mortgagors have made and passed unto the said Mortgagee their joint and several promissory note of even date herewith for said sum of four thousand five hundred thirty-one and 98/100 dollars, with interest to accrue thereon at the rate of five per centum per annum, which said sum with interest the said Mortgagors hereby covenant to pay to the said Mortgagee at its office in Washington, D. C., or to its successors and assigns; in monthly instalments of \$35.84 account- ing from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the said mortgagors to prepay said mortgage indebtedness or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the said mortgagors to pay the sum of \$18.88 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of said mortgagors, provided all other conditions and covenants in said note and herein on the part of the said mortgagors contained shall have been promptly met, and thereafter the monthly payments shall be \$41.92 per month, to be applied, first, to interest on the unpaid balance and the remainder to the principal until said debt is paid in full; and

WHEREAS, it is further agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of de- fault in payment, and if the same is collected by an attorney at law, the Mort- gagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said mortgagors are desirous of securing the prompt payment of said mortgage indebtedness, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other coven- ants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the said mortgagors do hereby grant and convey unto the said mortgagee, its successors and assigns,

all that lot of ground situate in Queen Anne County, State of Maryland, and described as follows, that is to say:

Beginning for the same in the middle line of the first back or bye road leading Northwardly from the Macadamized road running Chestertown to Church Hill at a point 1980.02 feet Northwardly from the middle line of the last named Macdamized road, and running thence with said bye road North 36 degrees 35 minutes East, 592.8 feet to where the said bye road bends sharply to the East, thence still along the middle line of the said bye road South, 55 degrees 30 minutes East, 770.04 feet, thence along the West side of a 20 foot private road or way intended to be made South 36 degree 35 minutes West, 619.3 feet, thence North 53 degrees 25 minutes West, 770.0 feet to the place of Beginning, containing 10.71 Acres of land more or less. Also the narrow strip of land ten feet wide, beginning at the Westerly corner of the rear line of Charles C. Meredith's Land and ending at the Southerly corner of the land hereinfirst described; being the same land and premises which were conveyed from Hugh H. Hartman and Mae E. Hartman, his wife, unto the said Charles Fuller and Atala W. Fuller, his wife, by deed bearing date of March 11th, 1931 and recorded among the Land Records of Queen Anne County in Liber B. H. T. No. 12, Folio No. 497 &c.

TOGETHER with the buildings 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 the Home Owners' Loan Corporation, its successors and assigns, in fee simple.

And it is further agreed by the parties hereto that wherever there is a reference in the covenants, powers and agreements herein contained, to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of the law) of the same.

PROVIDED that if the said Mortgagors shall pay or cause to be paid the aforesaid mortgage debt 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, but not thereafter, the mortgagors shall possess the aforesaid property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest, the said mortgagor do hereby covenant to pay when legally demandable, and the said mortgagors, do further covenant and agree that they shall, whenever called upon by the mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on the property herein described, to the said mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Home Owners' Loan Corporation may at any time pay the same without waiving or affecting the option to foreclosure or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

AND said Mortgagors further covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonable incurred or paid at any time by said Home Owners' Loan Corporation, because of the failure on the part of the said mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per cent per annum.

AND the said mortgagors further covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other casualty, under a mortgage clause in the form approved by said Corporation, with insurers and to an amount approved by the Corporation as a further security for said mortgage debt and assign and deliver to the said Corporation, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Corporation shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the obligors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without there- waiving or impairing any equity or statutory lien or right hereunder, and each and every such payment shall bear interest from date at the rate of six per centum per annum.

AND the said mortgagors further covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this mortgage set forth.

The Mortgagors herein hereby assign to Home Owners' Loan Corporation any and all rents on the premises herein described and authorize said Corporation, by its agent, to take possession of said premises at any time there is any de-

fault in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors as described herein, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

AND it is agreed that as soon as the mortgagors cease to own said property or to have any interest therein, either by voluntary or involuntary alienation or in any other manner, except by the death of said mortgagor or either of them, or said property shall be diverted to uses other than a dwelling house, then the unpaid balance of said mortgage debt, together with the interest and any charges thereon shall become due and demandable, and in default of the payment thereof on demand, this mortgage may at the option of the mortgagee be foreclosed and the property sold under the assent to a decree or power of sale herein contained. And it is further agreed that nothing shall be construed as a waiver of this condition except a writing under the seal and signed by the proper official of said mortgagee, and that the assent to one change of ownership or use shall not allow a subsequent change without like assent, and that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagor deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the mortgagors without in any way vitiating or discharging the Mortgagors liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Corporation and no extension of the time for the payment of the debt hereby secured given by the Corporation shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The said mortgagors bind themselves not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any second mortgage or any junior lien of any kind should be instituted, the Corporation may at its option immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

AND in case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the mortgagee and it shall be lawful for the said Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives 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 a newspaper printed in Queen Anne County, and such other notice as by the said Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) 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 under this Mortgage, whether the same shall have matured or not, and the surplus (if there be any) shall be paid to the said Mortgagors, or to whomever may be entitled to the same.

AND the said Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, there shall be 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 of the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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, costs, expenses and commission.

AND the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

TEST:

CHARLES FULLER (SEAL)

ATALA W. FULLER (SEAL)

WM. C. MEINTZER

STATE OF MARYLAND, Talbot County, to wit:

I HEREBY CERTIFY that on this 28th day of October, in the year Nineteen Hundred and Thirty three, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared Charles and Atala W. Fuller, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared L. Roy Willis Agent of 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 that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

WM. C. MEINTZER  
Notary Public.Notary  
Public  
Seal.

My commission expires the 1st. day of May 1935.

Queen Anne's County, to wit:

Be it remembered that on the Sixteenth day of November, in the year Nineteen Hundred and Thirty seven, the following Assignment was filed for record, to wit:

For value received, the Home Owners' Loan Corporation hereby assigns the within mortgage unto Wesley E. Thawley, for the purpose of collection and foreclosure.

AS WITNESS, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 13th day of October, 1937.

CHAS. B. LYDDANE  
Regional Treasurer.

WITNESS:

ESTHER REAMER

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 16, folios 545, etc., a Land Record Book for Queen Anne's County.

Seal's  
Place.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 16th day of November, in the year nineteen hundred and thirty seven.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF BOND  
Filed Dec. 14, 1937.

Queen Annes County, to wit: Be it remembered that on the thirteenth day of December, in the year Nineteen Hundred and thirty seven the following Bond was filed for record, to wit:

Know All Men by these Presents

That we, Wesley E. Thawley, of Denton, 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 Five Thousand (\$5000.00) 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, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd day of December in the year of our Lord nine hundred and thirty-seven, Whereas the above bounden Wesley E. Thawley, by virtue of a power contained in a mortgage from Charles Fuller and Atala W. Fuller, his wife to Home Owners Loan Corporation, dated



Corporation, the plaintiff in the above entitled cause, and made oath that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS MY Hand and Notarial Seal.

EDWARD C. GOLDER  
Notary Public.

Notary  
Public  
Seal.

REPORT OF SALE  
Filed Dec. 14, 1937.

WESLEY E. THAWLEY, ASSIGNEE	:	IN THE CIRCUIT COURT
	:	
VS.	:	FOR QUEEN ANNE'S COUNTY
	:	
CHARLES FULLER AND	:	CHY. NO. 3151.
ATALA W. FULLER, HIS WIFE	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sales of Wesley E. Thawley, Assignee for the purpose of collection and foreclosure of Home Owners' Loan Corporation, mortgagee of Charles Fuller and Atala W. Fuller, his wife, in the above entitled case, respectfully shows:

1.- That Charles Fuller and Atala W. Fuller, his wife, executed and delivered to Home Owners' Loan Corporation a mortgage bearing date the 28th day of October, 1933 and duly of record in Mortgage Record B. H. T. No. 16 Folio 545 &c., one of the Mortgage Record Books for Queen Anne's County, Maryland, which said mortgage was duly assigned to Wesley E. Thawley for the purpose of foreclosure and collection, as will appear by reference to a certified copy of said mortgage filed in this proceeding as part hereof and marked "Exhibit A" to this Report of Sales.

2- That after default had occurred in the covenants and conditions of said mortgage, and after having given bond for the faithful performance of his trust, and after having complied with all the other pre-requisites as prescribed by law and the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne's Record and Observer, a weekly newspaper printed and published in Queen Anne's County for more than twenty days before the day of sale, as will fully appear by reference to a copy of said advertisement, with printer's certificate thereunto annexed, filed herewith as part hereof, and marked "Exhibit B" to this Report of Sales.

3- That the said Wesley E. Thawley, Assignee, 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, December 14, 1937, between the hours of 2 and 4 o'clock p. m. and then and there proceeded to sell said property in the manner following: That the said Wesley E. Thawley, Assignee, offered at public sale to the highest bidder, the property mentioned in said mortgage, and described as follows:

ALL that lot of ground situate in Queen Anne's County, State of Maryland, and described as follows, that is to say:

Beginning for the same in the middle line of the first back or bye road leading northwardly from the macadamized road running Chestertown to Church Hill at a point 1980.02 feet Northwardly from the middle line of the last named macadamized road, and running thence with said bye road North 36 degrees 35 minutes West, 592.8 feet to where the said bye road bends sharply to the East, thence still along the middle line of the said bye road South 55 degrees 30 minutes east 770.04 feet, thence along the West side of a 20 foot private road or way intended to be made South 36 degrees 35 minutes West 619.3 feet, thence north 53 degrees 25 minutes west 770 feet to the place of beginning, containing 10.71 ACRES of land, more or less. Also the narrow strip of land ten feet wide, beginning at the Westerly corner of the rear line of Charles C. Meredith's land and ending at the southerly corner of the land hereinfirst described, and more fully described in said mortgage aforesaid.

That Wesley E. Thawley, Assignee, in accordance with the advertisement, sold the same to Home Owners Loan Corporation at and for the price and sum of Forty Five Hundred Dollars (\$4500.00) it being at that price the highest bidder therefor.

The terms of sale were cash on day of sale. Title papers and all documentary stamps at expense of purchaser.

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

Respectfully submitted,

WESLEY E. THAWLEY  
Assignee.

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

I HEREBY CERTIFY, That on this 14th day of December, nineteen hundred and thirty-seven, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Wesley E. Thawley, Assignee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sales are true as therein set forth to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand the day and date above written.

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

Filed 14th. Dec. 1937.

CERTIFICATE OF PUBLICATION OF  
ADVERTISEMENT OF SALE  
Filed Dec. 14, 1937.

Wesley E. Thawley, Attorney  
Denton, Maryland

ASSIGNEE'S SALE  
of Valuable  
REAL ESTATE

By virtue of the power and authority contained in a mortgage from Charles Fuller and Atala W. Fuller, his wife, to Home Owners' Loan Corporation dated October 28, 1933 and recorded among the Land Record Books for Queen Anne's County in Liber B. H. T. No. 16 Folio 545, duly assigned to Wesley E. Thawley for the purpose of foreclosure and collection (default having occurred), the undersigned Assignee will sell at public auction in front of the Court House Door in the town of Centreville, Maryland, on TUESDAY, DECEMBER 14, 1937, between the hours of 2 and 4 o'clock P. M. the following described real estate, to wit:

All that lot of ground situate in Queen Anne's County, State of Maryland, and described as follows, that is to say:  
Beginning for the same in the middle line of the first back or bye road leading northwardly from the macadamized road running Chestertown to Church Hill at a point 1980.02 feet Northwardly from the middle line of the last named macadamized road, and running thence with said bye road North 36 degrees 35 minutes East, 592.8 feet to where the said bye road bends sharply to the East, thence still along the middle line of the said bye road South 55 degrees 30 minutes east 770.04 feet, thence along the West side of a 20 foot private road or way intended to be made South 36 degrees 35 minutes West 619.3 feet, thence north 53 degrees 25 minutes West 770 feet to the place of beginning, containing 10.71 ACRES of land, more or less. Also the narrow strip of land ten feet wide, beginning at the Westerly corner of the rear line of Charles C. Meredith's land and ending at the southerly corner of the land herein first described, and more fully described in said mortgage aforesaid.

Improvements consist of a 1½ story 6-room frame dwelling, with hot air heat, garage and outbuildings.

TERMS OF SALE: Cash on day of sale. Title papers and all documentary stamps at expense of purchaser.

WESLEY E. THAWLEY,  
Assignee.  
J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. December 14 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of Wesley E. Thawley, Assignee of Mortgage vs. Charles Fuller and Atala W. Fuller, his wife a true copy of which is here-to annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week





ORDER OF COURT  
Filed February 23, 1938.

WESLEY E. THAWLEY, ASSIGNEE	:	IN THE CIRCUIT COURT FOR QUEEN
		ANNE'S COUNTY
VS.	:	
		CHY. NO. 3151.
CHARLES FULLER AND	:	
ATALA W. FULLER, HIS WIFE	:	

Ordered this 23rd day of February, 1938, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof that the sale of the property mentioned in these proceedings made and reported by Wesley E. Thawley, Assignee, be finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by the previous order of this Court. The Assignee is allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the auditor.

THOS. J. KEATING  
J U D G E

Filed February 23rd, 1938.

REPORT AND ACCOUNT OF  
THE AUDITOR.  
Filed March 2, 1938.

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

Wesley E. Thawley,  
Assignee,

vs.

Charles Fuller and  
Atala W. Fuller,  
his wife.

(  
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(  
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Cause No. 3151.

To the Honorable, the Judges of said Court:

The report of Madison Brown, your auditor, unto Your Honors respectfully sets forth:-

That it appears from an examination of the proceedings of this cause that the same were instituted and have been conducted for the collection of a mortgage debt under a mortgage given by the defendants upon certain land therein described by sale under the mortgage of the land, and it also appears that the proceeds of the sale made under the mortgage are not sufficient to pay the mortgage debt in full.

That in the within account the auditor has charged Wesley E. Thawley, the plaintiff, to whom said mortgage was assigned and who made the sale of the cause, with the gross amount of the sale made by him per his report and the auditor has then thereout allowed as follows, to wit:-

Unto the said vendor for his compensation for making the sale the sum of fifty dollars per vendor's instructions to the auditor in lieu of the compensation provided for the vendor by the terms of the mortgage, the sum so allowed being less than the compensation provided in the mortgage; the court costs of this cause; taxes on the mortgaged land sold for year 1937; costs of advertising the sale and the several orders nisi of the cause; the cost of vendor's bond; the charges of his auctioneer for crying the sale.

Unto the auditor his fee for stating the audit and making this report.

Unto Wesley E. Thawley, as the assignee of the mortgage mentioned, the balance of the amount so charged to him remaining after the allowances above mentioned, in part payment of the mortgage debt due on the day of sale.

The Auditor has stated an additional account and returns the same herewith between the mortgagors and the assignee of the mortgage showing the balance due by the mortgagors to the mortgagee on the day of sale and after application to the debt of the net proceeds of sale of this cause.

Which is respectfully submitted.

MADISON BROWN  
Auditor.

February 28, 1938.

Cause No. 3151.

The proceeds of the sale of the mortgaged real estate of Charles Fuller and Atala W. Fuller, his wife, the parties making the mortgage mentioned in these proceedings, in account with Wesley E. Thawley, the assignee of said mortgage and as such the party making the mortgage sale under said mortgage described in this cause.

1937  
Dec.  
14

CR.

By amount of the gross sale of this cause per report of sale of said vendor filed in this cause, to wit: the sum of . . . . . \$4,500.00

1937  
Dec.  
14

DR.

To Wesley E. Thawley, the party making the sale of this cause, for his compensation for so doing and in lieu of his compensation for so doing provided by the terms of the mortgage this sum, per his instructions to the auditor, to wit: . . . . . \$50.00

To do., for the amount of the court costs of this cause paid the Clerk of the Court per his bill as follows, to wit:  
Cost of W.H. Carter, clerk, . . . . . \$24.75  
Appear. fee of W.E. Thawley . . . . . 10.00 . . . . . 34.75

To do., for the cost of advertising paid Queen Anne's Record-Observer per account for same receipt and exhibited as follows, to wit:  
notices of sale . . . . . \$36.00  
order nisi on sale. . . . . 5.00 . . . . . 41.00

To do., for cost of advertising the order nisi to be passed as to this report and account paid Queen Anne's Record-Observer as per account for same receipted and exhibited, the sum of. . 3.50

To do., for the cost of his bond containing corporate surety filed in this cause paid said surety per account for same receipted, exhibited, the sum of 20.00

To do., for charges paid J. E. Anthony, auctioneer, for crying sale made per his account for same receipted, exhibited, the sum of . . . . . 10.00

To do., for amount paid Collector of Taxes of Queen Anne's County for state and county taxes on property sold for year 1937 per tax bill receipted, exhibited, . . . . . 39.92

To do., for amount paid Madison Brown, auditor, for stating this account per his receipt for same exhibited, the sum of . . . . . 9.00

To Wesley E. Thawley, assignee of the mortgage mentioned, on account of the mortgage debt due on day of sale this balance, which is not sufficient to pay the debt in full, to wit: the sum of . . . . . \$4,291.83

\$4,500.00 \$4,500.00

February 28, 1938.

MADISON BROWN  
Auditor.

Cause No. 3151.

Charles Fuller and Atala Walker Fuller, his wife,

to Wesley E. Thawley, assignee,

DR.

1937  
Dec.  
14

To amount of the mortgage debt due by the said Charles Fuller and Atala Walker Fuller, his wife, to the said Wesley E. Thawley as assignee of the mortgage given by the said Charles Fuller and Atala Walker Fuller, his wife, to Home Owners' Loan Corporation, dated October 28, 1933 and described in the proceedings of this cause, on December 14, 1937, the day of the sale of this cause, per Statement of Mortgage Debt filed in this cause, to wit: the sum of . . . \$4,714.45

CR.

By amount applicable to said debt as the net proceeds of the sale of this cause, per the within and afore-going auditor's account, to wit: the sum of . . . . . 4,291.83

DR.

To balance due by the said Charles Fuller and Atala Walker Fuller, his wife, to the said Wesley E. Thawley, assignee, under the covenants of said mortgage and bearing interest from December 14, 1937, the sum of . . . . . \$ 422.62

February 28, 1938.

MADISON BROWN  
Auditor.

Filed March 2nd, 1938.

NISI RATIFICATION OF AUDIT

Wesley E. Thawley, Assignee,	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Charles Fuller and	)	IN EQUITY
Atala W. Fuller, his wife.	)	CASE No. 3151.

ORDERED, This 2nd. day of March in the year nineteen hundred and 38 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, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 18th. day of March, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

Filed March 2nd, 1938.

CERTIFICATE OF PUBLICATION  
OF NISI RATIFICATION OF AUDIT  
Filed Mar. 25, 1938.

NISI RATIFICATION OF AUDIT

WESLEY E. THAWLEY,  
Assignee  
VS.  
CHARLES FULLER and ATALA  
W. FULLER, his wife..

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3151.

ORDERED, This second day of March in the year nineteen hundred and thirty-eight 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 twenty-fifth day of March, 1938; provided a copy of this order be published once a week in each of two successive weeks before the eighteenth day of March, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

True Copy-  
Test:

WILLIAM H. CARTER, Clerk.

Filed March 2nd, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 25, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Wesley E. Thawley vs. Charles Fuller and Atala W. Fuller, his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 3d day of March, 1938, being more than two weeks before the 25th day of March 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Clerk's Certificate

Wesley E. Thawley,  
Assignee

vs.

Charles Fuller and wife.

In the Circuit Court

for

Queen Anne's County,

in Equity.

Chy. No. 3151.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 2nd day of Mch. 1938, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 29th day of Mch. 1938.

Wm. H. Carter Clerk.

Seal's  
Place.

ORDER OF COURT  
Filed March 29, 1938.

Wesley E. Thawley,  
Assignee,

vs.

Charles Fuller and  
Atala W. Fuller, his wife

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

)  
) Cause No. 3151.  
)

FINAL RATIFICATION OF AUDIT

ORDERED, this 29th day of March, 1938, 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 as directed by the previous Order of Ratification Nisi passed therein in this cause; and the Assignee, Wesley E. Thawley, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

THOS. J. KEATING.

Filed March 29th, 1938.

CAUSE NO. 3078.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifth day of May, in the year Nineteen Hundred and Thirty Eight, the following Bill of Complaint was filed for record, to wit:-

William H. Good and	:	IN THE CIRCUIT COURT
C. Haydon Metcalfe	:	
	:	FOR
vs.	:	
	:	QUEEN ANNE'S COUNTY
Carrie A. Skinner and	:	
Carrie A. Skinner, Executrix	:	IN EQUITY
of Mordecai Skinner, deceased	:	
	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, William H. Good and C. Haydon Metcalfe, who sue as well for themselves as for all other creditors of Mordecai Skinner, late of Queen Anne's County, Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining, say:

FIRST, That Mordecai Skinner was, in his lifetime, and at the time of his death, indebted unto your Orators, C. Haydon Metcalfe, in the sum of \$18.50, for medical attendance, and to William H. Good, in the sum of \$112.00, for funeral expenses. (A certified copy of each of the claims aforesaid, properly probated, are filed herewith and marked "Complainant's Exhibits A and B", respectively.)

SECOND. That the said Mordecai Skinner departed this life on or about the 22nd day of April, A. D., 1935, leaving a Last Will and Testament which was duly probated in the Orphans Court for Queen Anne's County, his wife, Carrie A. Skinner, being the sole beneficiary under said Will, and in the administration of said decedent's estate the said Carrie A. Skinner qualified as Executrix. (A certified copy of the Last Will and Testament of said Mordecai Skinner is herewith filed marked "Complainant's Exhibit C.") (A certificate of the Register of Wills of Queen Anne's County showing Letters Testamentary granted unto Carrie A. Skinner is herewith filed, marked "Complainant's Exhibit D.")

THIRD. That the decedent left no personal property and there is filed herewith a certified copy of a certificate which has been filed in the Orphans Court for Queen Anne's County, to this effect. The said certificate is marked "Complainant's Exhibit E"; and your Orators aver that their claims have not been paid and because of there being no personal property with which to pay same said claims cannot be paid except from a sale of the real estate of which said Mordecai Skinner died seized and possessed, or of so much thereof as might be necessary for the purpose.

FOURTH. That said Mordecai Skinner died seized and possessed of the following real estate, viz:

All of that lot or parcel of land called or known as the Cosden lot, situated, lying and being in the Seventh Election District of Queen Anne's County in the State of Maryland on north side of the public road leading from Pondtown to Church Hill in the aforesaid County, bounded on the south by the aforesaid public road, on the east by the lands of Samuel Sparks formerly the lands of John T. Newnam, on the north by the lands of Hiram Powell and the west by the lands of the heirs of Joseph Ringgold late of Queen Anne's County, deceased, containing three acres of land, more or less; being the same real estate granted unto Alonza Coleman by a deed of conveyance from Emily A. Coleman dated March 30th, 1904 and recorded in Liber J. E. G. No. 6, Folio 503, a Land Record Book for Queen Anne's County.

BEING the same land which was conveyed unto the said Mordecai Skinner by Alonza Coleman and Sarah Coleman, his wife, by Deed dated the 4th day of July, A. D., 1925, which Deed is duly of record in Liber B. H. T. No. 3, Folio 585, one of the Land Record Books for Queen Anne's County. (A certified copy of which deed referred to above is filed herewith, marked "Complainant's Exhibit F.")

TO THE END, THEREFORE,

FIRST. That the said real estate of the said Mordecai Skinner, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claims of your Orators and of others having just and lawful claims against said deceased, and that this Honorable Court appoint a Trustee for the purpose of making sale of said real estate.

SECOND. That your Orators may have such other and further relief as the nature of their case may require.

May it please your Honors to grant unto your Orators the Writ of Subpoena, directed to the said Carrie A. Skinner, adult and to the said Carrie A. Skinner, Executrix of the Last Will and Testament of Mordecai Skinner, deceased, of Queen Anne's County, Maryland, commanding her to be and appear either in person or by solicitor, in this Court, on some certain day to be named therein, to show cause, if any she has, why a decree ought not to pass as prayed.

And as in duty bound, etc.

JOHN C. NORTH  
SOLICITOR FOR COMPLAINANTS

Filed May 5th, 1936.

EXHIBIT A  
Filed May 5, 1936.

Telephones ( Residence Millington 37-F-5  
( Office 32-F-5

STATEMENT

Sudlersville, Md. Jan. 16, 1936.

Mordecai Skinner (Deceased)

To C. H. Metcalfe, M. D., Dr.

To Professional Services

Feb. 19, '29	Home Visit	\$2.50
Oct. 6, '31	" "	2.50
" 13, '31	Medicine	1.00
" 14, '31	"	1.00
" 15, '31	"	1.00
Nov 18 '31	Hom Visit	2.50
Dec 14 '31	Set Ribs	3.00
Dec 16 '31	Hom Visit	2.50
July 29 '34	" "	2.50
		<u>\$18.50</u>

State of Md.

County of Queen Anne.

On this 17th. day of Jan. 1936 personally appeared Ch. Metcalfe and made oath that above account is just and bonafide and no payment or part payment of same has been received.

JOHN F. Stokes N. P.

Examined and entered on Docket of Claims and will be allowed when paid, per order of Court.

Norman S. Dudley  
Register of Wills for Queen Annes County.

EXHIBIT B  
Filed May 5, 1936.

Branch Rock Hall

Church Hill, Md., April 20, 1936.

Estate of Mordicai Skinner

To WM. H. GOOD, Dr.  
Funeral Director

1936  
April 22 To Bill rendered for  
Burial of Mordicai Skinner 112.00

PROBATE.

STATE OF MARYLAND, Queen Anne's County, to-wit

I HEREBY CERTIFY, that on this 20 day of April 1936, before the subscriber, a Notary Public of the State and County aforesaid personally came

Wm. H. Good and made oath in due form of law that the annexed Account as stated, is just and true, that he has not received, directly or indirectly any part or parcel of the money charged to be due thereon, or any security or satisfaction for the same.

Witness my hand and Seal.

NELSON J. BROWN  
Notary Public.

Notary  
Public  
Seal.

EXHIBIT C  
Filed May 5, 1936.

Feb 12, 1927

I Mordecai Skinner being of sound mind do give to my beloved wife Carrie A. Skinner my property in Pondtown known as the Alonza Coleman Property.

test to mark

Mordecai Skinner           his  
  X  
  mark

Harold C. Skinner  
Howard E. Nickel  
Preston Butler

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

On the 30th day of April, A. D., 1935, came Carrie A. Skinner, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Mordecai Skinner, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to her hand and possession; that she has heard of another purported will but does not know the location of same; and that she received the same from Wm. M. Dunn on or about 22nd day of April, A. D. 1935.

Sworn before

Norman S. Dudley  
Register of Wills of Queen Anne's County,  
Md.

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

On the 25th day of July 1935 came Harold C. Skinner and Howard E. Nickel subscribing witnesses to the foregoing last Will and Testament of Mordecai Skinner, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testator sign and seal said Will; that they heard him publish pronounce and declare the same to be his last will and Testament, and at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding and that they together with each other subscribed their names as witnesses to said Will at his request in his presence and in the presence of each other.

Sworn in open court.  
Test:

Norman S. Dudley  
Register of Wills of Queen Anne's  
County, Md.

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

On the 6th day of May, A. D., 1935, came Wm. M. Dunn, Custodian of the within and foregoing instrument of writing, purposting to be the last will and testament of Mordecai Skinner, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from Carrie A. Skinner about three years ago and that he delivered the same to Carrie A. Skinner on or about 22nd day of April, A. D. 1935.

Sworn before

Norman S. Dudley  
Register of Wills of Queen Anne's County,  
Md.

-----  
STATE OF MARYLAND,  
IN THE ORPHANS' COURT  
FOR QUEEN ANNE'S COUNTY:

The foregoing instrument of writing purporting to be the last Will and Testament of Mordecai Skinner, late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS AND DECREES, this 30th day of July, A. D., 1935, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mordecai Skinner, deceased.

Henry H. Evans

J. W. Stack

Palmer C. Pippin  
Judges of the Orphans' Court for Queen Anne's  
County.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Last Will and Testament of Mordecai Skinner deceased as filed and passed in this office on July 30-1935 and recorded in Liber W. T. B. No. 3, Folio 525 in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 6th day of May 1936

Seal's  
Place.

Norman S. Dudley  
Register of Wills for Queen Anne's County, Maryland.

EXHIBIT D  
Filed May 5, 1936.

CERTIFICATE OF ADMINISTRATION

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, Norman S. Dudley, 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 30th day of July A. D. nineteen hundred and thirty five Letters of Administration C. T. A. of all and singular the goods, chattels, credits and personal estate of Mordecai Skinner, late of Queen Anne's County deceased, were granted and committed unto Carrie A. Skinner, after she had entered into bond with approved security for the due performance thereof, according to law, and after she had taken the oath by law required of her.

In testimony whereof, I Norman S. Dudley, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court of Queen Anne's County, this 6th day of May nineteen hundred and thirty-six.

Seal's  
Place.

NORMAN S. DUDLEY  
Register of Wills for Queen Anne's County.

EXHIBIT E

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

I hereby certify that on this 14th day of May, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County personally appeared Carrie A. Skinner, Administratrix, C. T. A. of Mordecai Skinner and made oath in due form of law that she knows of no personal property which decedent left.

Witness my hand and Notarial Seal.

Bertha G. Durney  
Notary Public.

Place  
of  
Seal.

Mrs. Carrie A. Skinner  
Adminix. Mordecai Skinner,  
Affiant.



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

I, Norman S. Dudley, Register of Wills for Queen Anne's County do hereby certify that the foregoing Statement of Carrie A. Skinner, Administratrix of estate of Mordecai Skinner, deceased, is a true copy of the original Statement as filed in this office on May 14, 1936 and recorded in Liber N. S. D. #1, folio 432 a Record Book of Petitions and Orders in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 14th day of October, 1936.

NORMAN S. DUDLEY  
Register of Wills for Queen Anne's County, Md.

Seal's  
Place.

Exhibit F

#11,368. QUEEN ANNE'S COUNTY, TO WIT:  
Be it remembered that on seventh day of July, in the year nineteen hundred and twenty five, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 4th. day of July, in the year nineteen hundred and twenty five, by Alonza Coleman and Sarah Coleman, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH: that for and in consideration of the sum of twelve hundred dollars, the receipt of which is hereby acknowledged, the said Alonza Coleman and Sarah Coleman, his wife do hereby grant and convey unto Mordecai Skinner of Queen Anne's County, State of Maryland, his heirs and assigns in fee simple, all of that lot or parcel of land called or known as the Cosden lot, situated, lying and being in the seventh election district of Queen Anne's County, in the State of Maryland on north side of the public road leading from Bondtown to Church Hill in the aforesaid county, bounded on the south by the aforesaid public road, on the east by the lands of Samuel Sparks formerly the lands of John T. Newnam, on the north by the lands of Hiram Powell and the west by the lands of the heirs of Joseph Ringgold late of Queen Anne's County deceased, containing three acres of land more or less; being the same real estate granted unto the said Alonza Coleman by a deed of conveyance from Emily A. Coleman dated March 30th. 1904 and recorded in Liber J. E. G. No. 6, folio 503, a land record book for Queen Anne's County.

Together with the buildings and the improvements thereon and all the roads, rights, ways, water privileges and advantages thereunto belonging or in any wise appertaining, and the said Alonza Coleman and Sarah Coleman, his wife, covenanted that they will warrant specially the property hereby granted and conveyed and that they will execute such other and further assurances of said property as may be requisite.

Witness the hands and seals of the grantors the day and year first above written.

his  
Alonza x Coleman (SEAL)  
mark

Test: Wm. Harrington

Sarah Coleman (SEAL)

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

I hereby certify that on this 4th. day of July, in the year nineteen hundred and thirty five, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Alonza Coleman and Sarah Coleman, his wife, and did each acknowledge the foregoing deed to be their respective act.

Wm. Harrington,  
Justice of the Peace.

One one dollar and  
One fifty cent Int. Rev.  
Stamp, endorsed: July 7/1925

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 3, folio 585, 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 Fifth day of May, in the year nineteen hundred and thirty six.

Seal's  
place.

William H. Carter Clerk

ANSWER OF DEFENDANTS  
Filed May 5, 1936.

William H. Good and  
C. Haydon Metcalfe

vs.

Carrie A. Skinner and  
Carrie A. Skinner, Executrix of  
Mordecai Skinner, deceased

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

Carrie A. Skinner, and Carrie A. Skinner, Executrix of Mordecai Skinner, deceased, by J. Fletcher Clark, her Solicitor, for Answer to the Bill of Complaint filed against her in the above entitled cause says, that she admits the matters and things therein alleged and consents to the passage of such decree as might be right and proper in the premises.

And as in duty bound, etc.

J. FLETCHER CLARK  
SOLICITOR FOR DEFENDANTS.

Filed May 5th, 1936.

TESTIMONY  
Filed October 14, 1936.

William H. Good and  
C. Haydon Metcalfe

vs.

Carrie A. Skinner and Carrie A.  
Skinner, Executrix of Mordecai  
Skinner, deceased.

IN THE  
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY,  
IN EQUITY No. 3078.

The above cause being at issue, and notice having been given me by the solicitor of the plaintiff of a desire to take testimony in the same, I, H. B. W. Mitchell, one of the standing examiners of the Circuit Court for Queen Anne's County, duly appointed, qualified and sworn, assigned the Friday, the 9th. day of October, in the year 1936, at 3.00 o'clock P. M. at the office of the said H. B. W. Mitchell, in Centreville, Maryland, as time and place for the Examination of Witnesses in said cause, at which last mentioned time the Solicitor for the plaintiffs postponed the taking of testimony to Tuesday, October 13th, 1936, at 4.00 o'clock p. m., at the aforesaid place, at which said last mentioned time your Examiner did attend at his office in Centreville, Maryland, there being present Mrs. Carrie A. Skinner and her Solicitor, J. Fletcher Clark, and John C. North, Esq., Solicitor for the complainants, and proceeded to take the following testimony, to wit:

Carrie A. Skinner, a witness of lawful age, produced upon the part of Complainant, first having been duly sworn, deposes and says:

- Q. Please state your name, whether you knew Mordecai Skinner and, if so, whether he is now living?  
A. My name is Carrie A. Skinner. I am the widow of Mordecai Skinner, who died on the 22nd day of April, 1935.
- Q. Did Mr. Skinner leave any personal property?  
A. He left no personal property but did leave some real estate.
- Q. Did he leave a Will?  
A. Yes, he left a Will and I qualified as Executrix of his estate.

(Solicitor for Complainant here offers in evidence certified copy of the Last Will and Testament of said Mordecai Skinner and same is marked "Complainant's Exhibit C", here marked "Examiner's Exhibit No. 1")

(Solicitor for Complainant here offers a certificate of the Register of Wills of Queen Anne's County showing Letters Testamentary granted unto Carrie A. Skinner, marked "Complainant's Exhibit D", here marked "Examiner's Exhibit No. 2")

(Solicitor for Complainant here offers a certified copy of a certificate which has been filed in the Orphans Court for Queen Anne's County to the effect the said Mordecai Skinner left no personal property. Said certificate is marked "Complainant's Exhibit E," here marked "Examiner's Exhibit No. 3".) This copy was obtained by the Examiner from the Dep'y. Register of Wills October 14th., 1936.

- Q. I hand you the account of Dr. C. Haydon Metcalfe in the sum of \$18.50 for medical attention to your late husband, and the account of Mr. Wm. H. Good in the sum of \$112.00 for Mr. Skinner's funeral expenses and will ask you whether these accounts are correct and whether they have been paid?
- A. Both of these accounts are correct and neither has been paid because there was no personal estate from which same could be paid.

(Solicitor for Complainant here offers in evidence "Complainant's Exhibits A and B," here marked "Examiner's Exhibits Nos. 4 and 5," respectively.)

- Q. Mrs. Skinner you have stated that your husband owned some real estate at the time of his decease. I am handing you herewith a certified copy of a deed from Alonza Coleman and wife to Mordecai Skinner, it being dated July 4th, 1925, recorded in Liber B. H. T. No. 3, folio 585, Land Record for Queen Anne's County, and will ask you whether the property described in this deed is the same property which your husband owned at the time of his death?
- A. Yes, it is.

(Solicitor for Complainant here offers in evidence "Complainant's Exhibit F," here marked "Examiner's Exhibit No. 6" the same being a certified copy of the aforementioned deed.)

- Q. You are familiar with this property?
- A. Yes, I have lived there for years.
- Q. Please state what, in your judgment, the property is worth?
- A. I would say \$600.00.
- Q. Is there any way that the claims against Mr. Skinner's estate can be paid except by the sale of this real estate?
- A. No, in order to pay the bills against his estate this property should be sold, and the bills paid.
- Q. Did he leave any other property?
- A. He did not.

To the Examiner's question witness answers "Nothing more."

MRS. CARRIE A. SKINNER

Thomas R. Legg, a witness of lawful age, produced upon the part of Complainant, first having been duly sworn, deposes and says:

- Q. Please state your name, age, occupation and place of residence?
- A. Thomas R. Legg, 73 years old, retired, residence, Starr, Queen Anne's County, Maryland.
- Q. Did you know Mordecai Skinner in his lifetime?
- A. Yes, I knew Mr. Skinner. He died sometime in April of 1935.
- Q. Do you know the property which he owned at the time of his death located in the Seventh Election District of Queen Anne's County, Maryland?
- A. Yes, I know the property quite well.
- Q. Will you please state what in your judgment the value of this property is?
- A. I should say \$600.00.

To Examiner's question witness answers "Nothing more."

THOS. R. LEGG

T. Herbert Everett, a witness of lawful age, produced upon the part of Complainant, first having been duly sworn, deposes and says:

- Q. Please state your name, age, occupation and place of residence?
- A. T. Herbert Everett, 64, Sheriff of Queen Anne's County, Centreville, Maryland.
- Q. Did you know Mordecai Skinner in his lifetime?
- A. Yes, I knew Mr. Skinner. He died simetime in April of 1935.

Q. Do you know the property which he owned at the time of his death located in the Seventh Election District of Queen Anne's County, Maryland?

A. Yes, I know the property quite well.

Q. Will you please state what in your judgment the value of this property is?

A. I should say \$600.00.

To Examiner's question witness answers "Nothing more."

T. HERBERT EVERETT

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence, your Examiner makes his return and certifies that he was engaged as such Examiner in taking this testimony two days and examined three witnesses, making the costs chargeable to the plaintiff:

H. B. W. Mitchell, Examiner, - - - - -	\$8.00
Carrie A. Skinner, witness, - - - - -	.75
Thomas R. Legg, Witness, - - - - -	.75
T. Herbert Everett, Witness, - - - - -	.75
	<u>\$10.25</u>

H. B. W. MITCHELL  
Examiner.

Filed October 14th, 1936

For Examiner's Exhibits Nos. 1, 2, 3, 4, 5 and 6, see Complainant's Exhibits A, B, C, D, E and F recorded immediately following the Bill of Complaint.

DECREE  
Filed Nov. 2, 1936.

William H. Good and	:	IN THE CIRCUIT COURT
C. Haydon Metcalfe	:	
	:	FOR
vs.	:	
	:	QUEEN ANNE'S COUNTY
Carrie A. Skinner and	:	
Carrie A. Skinner, Executrix of	:	IN EQUITY
Mordecai Skinner, deceased	:	
	:	

This cause standing ready for hearing and being submitted and the proceedings read and considered:

IT IS THEREUPON this 2nd. day of November, in the year 1936, by the Circuit Court for Queen Anne's County, sitting in Equity, ADJUDGED, ORDERED AND DECREED, that the property mentioned in these proceedings be sold. That John C. North, 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 this Court a bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by the Clerk of this Court in the penalty of Seven hundred fifty Dollars, if a personal surety is given or Fifteen hundred Dollars if a corporate surety is given, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further decree or order in the premises. He shall then proceed to make said sale having given at least twenty days notice by advertisement inserted in such weekly newspaper published in Queen Anne's County as he shall think proper of the time, place, manner and terms of sale, which terms shall be one-third cash, one-third in three months and one-third in six months from day of sale, or all cash at the option of the purchaser or purchasers. The credit portion to bear interest and be secured to the satisfaction of the said Trustee, and said Trustee shall as soon as may be convenient after said sale, 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 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 and clear and discharged from all claims of the parties hereto, Plaintiffs and Defendants, and those 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 to be distributed under the direction of this Court, after deducting the cost of this suit and such commission to 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 this trust.

THOS. J. KEATING  
JUDGE.

CERTIFIED COPY OF BOND  
Filed Nov. 17, 1936.

Queen Anne's County, to wit: Be it remembered that on the 17th day of November, in the year 1936, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, John C. North, of Easton, Talbot County, Maryland, as principal, and the New Amsterdam Casualty Company, a body corporate, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Hundred and Fifty (\$750.00) 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, and personal representatives, jointly and severally, firmly by these presents, sealed with our seals, and dated this 16th day of November, A. D. 1936.

WHEREAS, the above bounden John C. North, by virtue of a decree of the Circuit Court for Queen Anne's County, sitting in Equity, passed on the 2nd day of November, 1936, has been appointed Trustee to sell the real estate mentioned in the proceedings in the case of

WILLIAM H. GOOD, et al.  
VS.  
CARRIE A. SKINNER, Executrix of  
Mordecai Skinner, dec'd., et al.

now pending in said Court.

Now the condition of the above obligation is such, that if the above bounden John C. North 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.

JOHN C. NORTH (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

Signed, Sealed and Delivered  
in the presence of.

By:- Linda A. Morton  
Attorney in fact.

J. FLETCHER CLARK

Corp.  
Seal's  
Place.

And on the front of the foregoing Bond was thus endorsed, to wit:  
Security approved and Bond Filed Nov. 17th. 1936.

Wm. H. Carter Clerk

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. 1, folios 24, etc., a Bond Record Book for Queen Anne's County.

In testimony whereof I have hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this Seventeenth day of November, in the year nineteen hundred and thirty six.

Seal's  
Place.

William H. Carter Clerk

REPORT OF SALE  
Filed Dec. 19, 1936.

William H. Good and  
C. Haydon Metcalfe

vs.

Carrie A. Skinner and  
Carrie A. Skinner, Executrix of  
Mordecai Skinner, deceased

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of John C. North, Trustee appointed by a decree of this Honorable Court, passed in the above entitled cause and filed on the 2nd day of November, 1936, to make sale of the real estate therein mentioned respectfully shows:

FIRST. 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 the said decree, and after giving at least three weeks notice, by advertisement inserted in the "Queen Anne's Record and Observer", a weekly newspaper printed and published in Queen Anne's County, Maryland, of the time, place, manner and terms of sale, he did, pursuant to said notice, attend at the place of sale therein mentioned, to wit: on the 15th day of December, 1936, between the hours of two and four o'clock, P. M., on said day, and then and there offered at public sale, to the highest bidder, the property mentioned in said decree, described as follows, that is to say:

All and singular that piece, parcel or lot of ground and premises which was conveyed unto Mordecai Skinner by Alonza Coleman and wife, by deed dated the 4th day of July, 1925, and recorded in Liber B. H. T. No. 3, folio 585, one of the Land Record Books of Queen Anne's County, and described in said deed as follows, viz: All of that lot or parcel of land called or known as the Cosden lot situated, lying and being in the Seventh Election District of Queen Anne's County in the State of Maryland on north side of the public road leading from Pondtown to Churchill in the aforesaid County, bounded on the south by the aforesaid public road, on the east by the lands of Samuel Sparks, formerly the lands of John T. Newnam, on the north by the lands of Hiram Powell and the west by the lands of the heirs of Joseph Ringgold, late of Queen Anne's County, deceased, containing three acres of land more or less; being the same real estate granted unto the said Alonza Coleman by a deed of conveyance from Emily A. Coleman, dated March 30, 1904 and recorded in Liber J. E. G. No. 6, folio 503, a Land Record Book for Queen Anne's County.

And your Trustee sold said property to Norman L. Jackson at and for the sum of Four Hundred (\$400.00) Dollars, he being then and there the highest bidder therefor and the said purchaser has complied with the terms of sale.

RESPECTFULLY SUBMITTED.

JOHN C. NORTH  
TRUSTEE.

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of December, A. D., 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid, personally appeared John C. North, 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 was fairly made.

As witness my hand and Notarial Seal.

LINDA A. MORTON  
NOTARY PUBLIC.

Notary  
Public  
Seal.

Filed December 19th, 1936.

William H. Good and  
C. Haydon Metcalfe

vs.

Carrie A. Skinner and  
Carrie A. Skinnner, Executrix of  
Mordecai Skinner, deceased

: IN THE CIRCUIT COURT

:  
: FOR

: QUEEN ANNE'S COUNTY

: IN EQUITY

ORDERED this 19th day of December, A. D., 1936, That the sale of the property mentioned in these proceedings made and reported by John C. North, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of February next; provided, a copy of this order be inserted in some newspaper printed in Queen Anne's County, once in each of four successive weeks before the 25th day of January next.

The report states the amount of sales to be \$400.00.

Filed December 19th, 1936.

WILLIAM H. CARTER CLERK

CERTIFICATE OF PUBLICATION  
OF ADVERTISEMENT OF SALE  
Filed Dec. 19, 1936.

TRUSTEE'S SALE  
of Valuable  
REAL ESTATE

SITUATED IN SEVENTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY MARYLAND

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 2nd day of November, 1936, in a cause wherein William H. Good, et al., are Plaintiffs and Carrie A. Skinner, Executrix of Mordecai Skinner, deceased, et al., are Defendants, the undersigned John C. North, appointed Trustee to make sale of the property mentioned in the said proceedings, will offer at public sale on TUESDAY, DEC. 15, 1936 in front of the Court House door in Centreville, Maryland, between the hours of 2 and 4 o'clock, P. M., on said date, all and singular that piece, parcel or lot of ground and premises which was conveyed unto Mordecai Skinner by Alonza Coleman and wife, by deed dated the 4th day of July, 1925, and recorded in Liber B. H. T. No. 3, folio 585, one of the Land Record Books of Queen Anne's County, and described in said deed as follows, viz:

All of that lot or parcel of land called or known as the Cosden lot situated, lying and being in the Seventh Election District of Queen Anne's County in the State of Maryland on north side of the public road leading from Pondtown to Church Hill in the aforesaid County, bounded on the south by the aforesaid public road, on the east by the lands of Samuel Sparks formerly the lands of John T. Newnam, on the north by the lands of Hiram Powell and the west by the lands of the heirs of Joseph Ringgold late of Queen Anne's County deceased, containing three acres of land more or less; being the same real estate granted unto the said Alonza Coleman by a deed of conveyance from Emily A. Coleman dated March 30th, 1904 and recorded in Liber J. E. G. No. 6 Folio 503, a Land Record Book for Queen Anne's County.

IMPROVEMENTS

This property is improved by a good dwelling house.

TERMS OF SALE

Terms of sale as prescribed by the decree are one-third cash, one-third in three months and one-third in six months from day of sale, 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 undersigned Trustee.

Taxes are to be adjusted to July 1st, 1936.

Title papers and revenue stamps at the expense of the purchaser or purchasers.

JOHN C. NORTH  
Trustee.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD & OBSERVER  
PUBLISHING COMPANY  
CENTREVILLE, MARYLAND

December 15, 1936.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY hereby certifies that the Trustee's Sale of Valuable Real Estate, a true copy of which is hereto annexed, was inserted in QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, four times, to wit: on Thursday, November 19th, 26th, and December 3rd, 10th, the first insertion being more than 20 days before the 15th day of December, 1936.

THE QUEEN ANNE'S RECORD AND  
OBSERVER PUBLISHING COMPANY

By MARY M. PARKS

PETITION AND ORDER  
Filed Dec. 10, 1936.

William H. Good and	:	IN THE CIRCUIT COURT
C. Haydon Metcalfe	:	
	:	
vs.	:	FOR
	:	
Carrie A. Skinner and	:	QUEEN ANNE'S COUNTY
Carrie A. Skinner, Executrix of	:	
Mordecai Skinner, deceased	:	IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, John C. North, Trustee by a decree of this Honorable Court passed on the 2nd day of November, 1936, herein, respectfully represents that he has made sale of the real estate mentioned in these proceedings and has filed his Report of Sale herein.

That he is now desirous of publishing the usual Notice to Creditors to file their claims properly authenticated with the Clerk of this Court and he therefore prays your Honors to pass an appropriate Order authorizing your Trustee to publish said notice.

And your Petitioner will ever pray, etc.

Filed December 19th, 1936.

JOHN C. NORTH  
TRUSTEE, PETITIONER.

ORDER

Upon the foregoing Petition it is this 19th day of December 1936, by the Circuit Court for Queen Anne's County, sitting in Equity, ORDERED that John C. North, Trustee in this cause be and he is hereby directed to give notice to the creditors of Mordecai Skinner, deceased, to file their claims, with the vouchers thereof properly authenticated, with the Clerk of this Court, on or before the 16th day of March next, provided the said notice be published in some newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 26th day of January 1937.

THOS. J. KEATING

Filed December 19 1936

ACCOUNT OF ANNIE L. SKINNER  
Filed December 29, 1936.

Bill for nursing services rendered Mord. Skinner

1929	Feb 19 to Mar. 13	3 wks. 2 days
1930	Sept 4 to Oct 13	4 wks. 5 days
1931-1934	Sept. 3, 1931 to Aug. 3, 1934.	151 wks.
		158 7 days
		1 wk.
		159
	at \$5 per wk.	5.
	total	\$795

Signed Addie L. Skinner  
Sudlersville, Md.

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

On this 2nd day of November 1935 before the subscriber the Register of Wills for Queen Anne's County, personally appeared Addie L. Skinner and made oath in due form of law that the annexed account, as stated is just and true, and that she has not received any part of the money or any security or satisfaction given for the same other than than that shown on the annexed account.

Norman S. Dudley Register of Wills.

By the Orphans' Court of Queen Anne's County.

Nov. 12-1935.



The annexed acct. will pass when paid.

TEST: NORMAN S. DUDLEY Register of Wills.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed Feb. 27, 1937.

ORDER NISI

WILLIAM H. GOOD and C. HAYDON  
METCALFE  
vs.  
CARRIE A. SKINNER and  
CARRIE A. SKINNER,  
Executrix of  
MORDECAI SKINNER, deceased.

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

ORDERED this 19th day of December, A. D., 1936, That the sale of the property mentioned in these proceedings made and reported by John C. North, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of February, next; provided a copy of this order be inserted in some newspaper printed in Queen Anne's County, once in each of four successive weeks before the 25th day of January, next.

The report states the amount of sales to be \$400.00.

Filed December 19th, 1936.

WILLIAM H. CARTER, Clerk.

True Copy-

Test: WILLIAM H. CARTER, Clerk.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. February 27 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William H. Good and C. Haydon Metcalfe vs. Carrie A. Skinner and Carrie A. Skinner Executor of Mordecai Skinner a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 24th day of Dec. 1936, being more than four weeks before the 25th day of January 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING  
CO

By BERTHA G. DURNEY

Filed Feb. 27th, 1937.

CERTIFICATE OF PUBLICATION  
OF NOTICE TO CREDITORS  
Filed Aug. 16, 1937.

NOTICE TO CREDITORS

WILLIAM H. GOOD and  
C. HAYDON METCALFE  
vs.  
CARRIE A. SKINNER, Executrix  
of MORDECAI SKINNER,  
deceased, et al.

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

Under and by virtue of an Order of the Circuit Court for Queen Anne's County, Sitting in Equity, passed in the above entitled cause, on the 19th day of December, 1936, the undersigned Trustee hereby gives notice to the creditors of Mordecai Skinner, deceased, to file their claims, properly authenticated, with the Clerk of the Circuit Court for Queen Anne's County, on or before the 26th day of March, 1937.

JOHN C. NORTH,  
Trustee.

Filed December, 19th, 1936.

True Copy-

Test: WILLIAM H. CARTER, Clerk.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 16, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Notice to Creditors in the case of William H. Good, and C. Haydon Metcalfe vs. Carrie A. Skinner, executrix of Mordecai Skinner a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 22d. day of December, 1937, being more than four successive weeks before the 26th. day of January 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed Aug. 16, 1937.

William H. Good and	:	IN THE CIRCUIT COURT
C. Haydon Metcalfe	:	
	:	FOR
vs.	:	
	:	QUEEN ANNE'S COUNTY
Carrie A. Skinner and	:	
Carrie A. Skinner, Executrix	:	IN EQUITY
of Mordecai Skinner, deceased	:	
	:	

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 16th day of August, A. D., 1937, 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 said Trustee is allowed the usual commissions and such proper expense as he shall produce vouchers to the Auditor.

THOS. J. KEATING

Filed Aug. 16th, 1937.

PETITION AND ORDER OF COURT  
Filed Dec. 13, 1937.

William H. Good and	(	In The Circuit Court
C. Haydon Metcalfe	)	
	(	For
vs.	)	
	(	Queen Anne County
Carrie A. Skinner,	)	In Equity.
et al.	)	
	(	No. 3078 Chy.

TO THE HONORABLE, The Judges of Said Court:

The Petition of John C. North, Trustee appointed by this Honorable Court in the above entitled cause to make sale of the real estate therein mentioned, shows:

- First: That your Petitioner instituted this suit for the benefit of the Complainants and all other creditors who would come in and contribute to the expenses hereof, this action being known as a Creditors' Bill.
- Second: That the real estate has been sold and the amount realized therefor is Four Hundred (\$400.-) Dollars.
- Third: That claims have been filed herein aggregating something over Nine Hundred Dollars and there will, therefore be a distribution to the creditors by way of dividend.
- Fourth: That your Petitioner understands that under the Rule of Court in such cases, he is entitled to request your Honors to pass an Order allowing him a fee for services performed herein and accordingly your Petitioner prays your Honors to pass an Order allowing a proper fee and authorizing the Auditor to distribute same to your Petitioner in the audit to be stated by him.

And Your Petitioner will ever pray, etc.

JOHN C. NORTH  
Petitioner.

Subscribed and sworn to before me this 8th day of December, 1937.

Notary  
Public  
Seal.

LINDA A. MORTON  
Notary Public.

ORDER.

Upon the foregoing Petition and affidavit it is this 13th day of December, A. D. 1937, by the Circuit Court for Talbot County, sitting in Equity, ORDERED that John C. North, Petitioner, be and he is hereby allowed a fee, for services herein, in the sum of Twenty-five Dollars, and the Auditor is hereby authorized and instructed to allow the same to said Petitioner in the audit to be stated by him in this cause.

WM. MASON SHEHAN  
Judge.

filed Dec. 13th, 1937.

REPORT AND ACCOUNT  
OF THE AUDITOR.  
Filed Jan. 19, 1938.

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

William H. Good, et al.,

vs.

Carrie A. Skinner, et al.

Cause No. 3078

To the Honorable, the Judges of said Court:

The report of Madison Brown, your auditor, unto Your Honors respectfully sets forth:-

That he has been requested by John C. North, the trustee of this cause, to state the following account between the trustee and the proceeds of the sale made by the trustee and set forth in this cause.

That in the within account he has charged the trustee with the gross amount of the sale made by him and then thereout allowed unto him his commissions for making the sale, the fee allowed him by the court, the court costs of this cause, the cost of the bond of the trustee, the cost of advertising the notice of the sale, notice to creditors and the several orders nisi of the cause, taxes on the property sold which were unpaid at the time of the sale and the fee of the auditor. The amount of the sale so charged remaining after these allowances is the sum of \$183.10 and is the fund or net sale available for the payment of creditors.

William H. Good, undertaker, filed in this cause a duly probated claim against the estate of Mordecai Skinner for the funeral expenses of Mordecai Skinner amounting to \$112.00 furnished as of April 22, 1936. To William H. Good in the within account in payment of said funeral expenses is allowed the amount of said claim and the interest thereon mentioned. The claim of William H. Good has been allowed by the auditor as a preferred claim in accordance with Article 16, section 233 of the Third Volume of the Annotated Code of Maryland (Flack) and is given priority under said Code of payment over the other creditors mentioned below.

Dr. C. H. Metcalfe has filed a claim in this cause against Mordecai Skinner for \$18.50 and Addie L. Skinner has filed a claim against Mordecai Skinner in this cause for \$795.00.

The balance of the sales remaining after the allowances of the claim of William H. Good for the payment of these claims just mentioned is the sum of \$66.75 and this sum is distributed pro rata to the credits just named, each receiving .082052 per centum of his claim. No interest is allowed either of these claims for neither claim sets forth a claim for interest. The claim filed by Dr. Metcalfe is treated as an unpreferred claim because it does not appear from the law of Maryland that a claim for professional services rendered a deceased man by a Doctor has priority of payment out of the sales of land of said deceased.

Which is respectfully submitted.

MADISON BROWN  
Auditor.

January 19, 1938.

Cause No. 3078.

The proceeds of the sale of the real estate of Mordecai Skinner, deceased, in account with John C. North as the trustee appointed by the decree passed in this cause to sell said real estate.

1936  
Dec.

CR.

15

By amount of the gross sale made by said trustee per his report of sale filed, to wit: . . . . . \$400.00

1936  
Dec.  
15

Dr.

To John C. North, the trustee, for his commissions for making the sale, per rule of court, to wit: . . . \$28.00

To do., for the fee allowed him by this court out of the proceeds of sales, per order filed, to wit: . . . . . 25.00

To do., for the court costs of this proceeding as set out in the "Bill of Costs" thereof furnished by the Clerk of the Court, as follows:  
 Cost of Wm. H. Carter, clerk, . . . \$31.75  
 Appear. fee of J. C. North, . . . . . 10.00  
 Appear. fee of J. F. Clark, . . . . . 10.00  
 N.S. Dudley, Register of Wills . . . . . 50  
 Costs of H.B.W. Mitchell, examiner . . . 8.00  
 Fees of witnesses before examiner. . . . 2.25 62.50

To do., for the costs of his bond containing corporate surety filed in this cause, for one year, paid said surety, per account for same receipted, exhibited . . . . . 10.00

To do., for the cost of his bond for the second year, to be paid said surety, . . . . . 10.00

To do., for costs of advertising in county paper notice of sale, per account of Queen Anne's Record and Observer Publishing Company for same receipted, exhibited, the sum of . . . . . 23.07

To do., for costs of advertising in county paper the order nisi on sale and notice to the creditors directed to be given by order of court, per account of said Publishing Company, receipted and exhibited, the sum of . . . . . 10.00

To do., for charges of J. E. Anthony as auctioneer selling the land sold, per account for same exhibited, to wit: the sum of . . . . . 5.00 \_\_\_\_\_

To amounts carried forward . . . . . \$173.57 \$400.00

Cause No. 3078.

The proceeds of the sale of the real estate of Mordecai Skinner, deceased, in account with John C. North as the trustee appointed by the decree passed in this cause to sell said real estate.

	DR.	CR.
By amounts brought forward . . . . .	\$173.57	\$400.00

Dr.

To John C. North, the trustee, for state and county taxes on land sold for year 1933, the sum of . . . . \$9.60  
 for year 1934, the sum of . . . . 8.03  
 total . . . . . \$17.63  
 allowed to be paid A. S. Gadd, trustee to collect taxes uncollected by Anna Q. Skinner, late collector, per accounts proved and exhibited. . . . . 17.63

To do., for state and county taxes on land sold for year 1935, the sum of . . . . \$9.17  
 for year 1936, the sum of . . . . 4.03  
 total . . . . . \$13.20  
 allowed to be paid to J.W. Keith, collector of taxes, per tax accounts for same exhibited, the sum of . . . . . 13.20

To do., for costs of advertisement of order nisi to be passed as to this audit, the sum of . . . 3.50

To Madison Brown, auditor, for stating this account or audit, the sum of . . . . . 9.00  
\$216.90

To balance carried forward, to wit: . . . . . 183.10 \_\_\_\_\_

\$400.00 \$400.00

January 19, 1938.

MADISON BROWN  
Auditor.

Cause No. 3078.

The proceeds of the sale of the real estate of Mordecai Skinner, deceased, in account with John C. North as the trustee appointed by the decree passed in this cause to sell said real estate.

CR.

By balance brought forward . . . . . \$183.10

DR.

To William H. Good, for funeral expenses  
of Mordecai Skinner, per proved account  
for same filed in this cause, to  
wit: . . . . . \$112.00  
and interest thereon from  
Apr. 22, 1936 to date of sale . . . 4.35

Total allowed William H. Good . . . \$116.35     \$116.35

To balance carried forward . . . . . 66.75

\$183.10     \$183.10

January 19, 1938.

MADISON BROWN  
Auditor.

Cause No. 3078.

The proceeds of the sale of the real estate of Mordecai Skinner, deceased, in account with John C. North as the trustee appointed by the decree passed in this cause to sell said real estate.

CR.

By balance brought forward . . . . . \$ 66.75

DR.

To C. H. Metcalfe, M.D., in part of his proved  
claim against Mordecai Skinner for profes-  
sional services in account of \$18.50 filed  
in this cause, to wit:  
the sum of . . . . . \$1.52

To Addie L. Skinner, in part of her proved  
claim against Mordecai Skinner for nursing  
services rendered filed in this cause in  
the amount of \$795.00, to wit:  
the sum of . . . . . 65.23

\$66.75     \$ 66.75

## STATEMENT OF CLAIMS.

Claim of C. H. Metcalfe . . . . . \$ 18.50

Claim of Addie L. Skinner . . . . . 795.00

Total Claims filed . . . . . \$813.50

January 19, 1938.

MADISON BROWN  
Auditor.

Filed Jan. 19, 1938.

NISI RATIFICATION OF AUDIT

William H. Good, et. al., )  
 VS )  
 Carrie A. Skinner, et. al. )  
 )  
 ) IN THE CIRCUIT COURT  
 ) FOR QUEEN ANNE'S COUNTY  
 ) IN EQUITY  
 ) CASE No. 3078.

ORDERED, This 19th., day of January in the year nineteen hundred and 38 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 11th., day of February, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 4th., day of February, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed January 19th, 1938.

CERTIFICATE OF PUBLICATION  
 OF NISI RATIFICATION OF AUDIT  
 Filed March 1, 1938.

NISI RATIFICATION OF AUDIT

WILLIAM H. GOOD, et. al.,  
 vs.  
 CARRIE A. SKINNER, et. al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3078.

ORDERED, This 19th day of January in the year of nineteen hundred and thirty-eight 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 11th day of February, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 4th day of February, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.  
 True Copy-  
 Test:  
 WILLIAM H. CARTER, Clerk.  
 Filed January 19th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 1st, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William H. Good, et al. vs. Carrie A. Skinner, et al a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 20th day of January, 1938, being more than two weeks before the 4th day of February 1938.

THE QUEEN ANNE'S-RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Mar. 1, 1938.

ORDER OF COURT  
 Filed March 5, 1938.

William H. Good, et al., )  
 vs. )  
 Carrie A. Skinner, et al. )  
 )  
 ) In the Circuit Court for  
 ) Queen Anne's County,  
 ) in Equity.  
 ) Cause No. 3078.

FINAL RATIFICATION OF AUDIT

ORDERED, this fifth day of March, 1938, 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 as directed by the previous Order of Ratification Nisi passed thereon in this cause; and the Trustee, John C. North, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustee.

THOS. J. KEATING

Filed March 5th, 1938.

## CAUSE NO. 3080.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eighteenth day of May, in the year nineteen hundred and thirty six, the following Bill of Complaint was filed for record, to wit:-

Alfred C. Hayden, infant, by Anna B. Hayden, his mother and next friend, and Anna B. Hayden, in her own right, and as widow of Alfred C. Hayden, deceased,	:	In Equity, in the Circuit Court for Queen Anne's County,
vs.	:	
L. Tilghman Hayden, Sarah C. Downes, widow, Richard Parker, Martha B. Parker, his wife, Geoffrey Pierre Parker, infant.	:	No. Chancery.

.....

To the Honorable, the Circuit Court for Queen Anne's County, sitting as a Court of Equity:

The Bill of Complaint of Alfred C. Hayden, infant, temporarily residing in New Castle County, in the State of Delaware, by Anna B. Hayden, his mother and next friend, and Anna B. Hayden, of Chester County, in the State of Pennsylvania, in her own right, and as widow of Alfred C. Hayden, deceased, respectfully represents:-

## FIRST.

That Isaac Hayden, late of Queen Anne's County, in the State of Maryland, deceased, was in his lifetime, and at the time of his death, seized and possessed of the following described lands, to wit:-

Lot No. 1. All those tracts of land or farm, known as "The Isaac Hayden Farms", composed of several tracts of land, known as "The Waters Farm", "The Pratt Farm", "The Gift", or by whatsoever other name or names the same may be called or known, situate, lying and being in the Second and Sixth Election Districts of Queen Anne's County, State of Maryland, at Haydens on the Pennsylvania Railroad, on both sides of said Railroad, on the left side of the public road leading from Church Hill to Hayden and on both sides of the public road leading from Price, Ingle-side and Hope to Hayden, and containing 517 acres and 17 square perches of land, more or less; being the same land which was granted and conveyed unto Isaac Hayden, now deceased, by the following deeds, to wit: by the deed from Daniel G. H. Emory, Trustee, to the said Isaac Hayden, bearing date the tenth day of June, eighteen hundred and seventy one, and recorded in Liber J. W. No. 3, folio 413, etc., a land record book for Queen Anne's County aforesaid; by the deed from Francis S. Lockerman and Annie D. Lockerman, his wife, to the said Isaac Hayden, bearing date the fourth day of March, eighteen hundred and seventy four, and recorded in Liber W. A. G. H. No. 1, folios 38, etc., another land record book for Queen Anne's County aforesaid; by the deed from The Queen Anne's and Kent Railroad Company, a body corporate, to the said Isaac Hayden, bearing date the thirteenth day of November, eighteen hundred and seventy eight, and recorded in Liber J. W. No. 9, folios 4, etc., another land record book for Queen Anne's County aforesaid; and by the deed from Blanchard Emory, Commissioner, to the said Isaac Hayden, (a deed confirming the title intended to have been conveyed by the said deed from the said Daniel C. H. Emory, Trustee, to the said Isaac Hayden), bearing date the twelfth day of January, eighteen hundred and eighty, and recorded in Liber J. W. No. 10, folios 271, etc., another land record book for Queen Anne's County aforesaid, excepting therefrom, the five parcels of land containing an aggregate of fourteen (14) acres, three (3) rods and ten (10) perches of land, more or less, which were granted and conveyed by the following deeds, to wit: by the deed from Franklin S. Lockerman and Annie D. Lockerman, his wife, to The Queen Anne's and Kent Railroad Company, a body corporate, bearing date the seventh day of August, eighteen hundred and seventy six, and recorded in Liber J. W. No. 6, folios 190, etc., another land record book for Queen Anne's County aforesaid; by the deed from the said Isaac Hayden and Elizabeth A. Hayden, his wife, to The Queen Anne's and Kent Railroad Company, a body corporate, bearing date the twenty fifth day of November, eighteen hundred and seventy eight, and recorded in Liber J. W. No. 8, folios 534, etc., another land record book for Queen Anne's County aforesaid; by the deed from the said Isaac Hayden and Elizabeth A. Hayden, his wife, to Serlina Wright, bearing date the twenty fifth day of November, eighteen hundred and seventy eight, and recorded in Liber J. W. No. 9, folio 8, etc., another land record book for Queen Anne's County aforesaid; by the deed from William W. Busted and Elizabeth A. Hayden, Administrators of the said Isaac Hayden, deceased, to Walter J. Draper, bearing date the second day of May, eighteen hundred and eighty three, and recorded in Liber S. C. D. No. 3, folios 79, etc., another land record book for Queen Anne's County aforesaid; and by the deed from John B. Brown and Edwin H. Brown, Trustees, to The Trustees of the Methodist Protestant Church at Haydens in Queen Anne's County, Maryland, bearing date the fourth day of April, eighteen hundred and ninety eight, and recorded in Liber W. H. C. No. 7, folios 417, etc., another land record book for Queen Anne's County aforesaid, and also excepting therefrom the two parcels of land which were granted and conveyed by



Lloyd T. Hayden, et al., by the following deeds, to wit: by the deed from the said Lloyd T. Hayden, et al., to Nettie H. Shallcross, bearing date the seventeenth day of July, nineteen hundred and twenty four, and recorded in Liber B. H. T. No. 2, folios 162, etc., another land record book for Queen Anne's County aforesaid; and by the deed from the said Lloyd T. Hayden, et al., to George H. Mullikin, bearing date the twenty fifth day of October, nineteen hundred and twenty four, and recorded in Liber B. H. T. No. 2, folios 467, etc., another land record book for Queen Anne's County aforesaid.

Lot No. 2. All that lot or parcel of land, situate, lying and being on the westerly side of Commerce Street, in the town of Centreville, in Queen Anne's County, State of Maryland, and containing 5,120 square feet of land, more or less; being the same land which was granted and conveyed unto the said Isaac Hayden by John Wilkinson and Eliza Wilkinson, his wife, by deed bearing date the 29th day of July, 1868, and recorded in Liber J. W. No. 1, folios 32, etc., a land record book for Queen Anne's County aforesaid.

#### SECOND.

That being so seized and possessed, the said Isaac Hayden, departed this life, intestate, in or about the year 1882, and leaving surviving him, a widow, Elizabeth A. Hayden, who died in 1917, and the following children:

(a) A son, Daniel F. Hayden, who died in or about the year 1898, intestate, and without ever having married.

(b) A son, Holliday H. Hayden, who died in 1916, in the City of Baltimore, leaving a last will and testament, bearing date the 7th day of October, 1907, a duly certified copy of which is recorded in Liber W. T. B. No. 2, folio 68, a Will Record Book for Queen Anne's County aforesaid, a copy of which is herewith filed, marked Complainant's Exhibit "A", which is prayed to be taken as a part hereof.

That the said Holliday H. Hayden by said last will and testament, devised unto his daughter, Helen Elmer Hayden, all of his one-fifth undivided interest in and to the lands hereinbefore mentioned; that the said Helen Elmer Hayden, intermarried with one Richard Parker, and subsequently departed this life in the City of Baltimore, in or about the year 1930, leaving a last will and testament, a duly certified copy of which is recorded in Liber W. T. B. No. 3 folio 309, a Will Record Book of Queen Anne's County, aforesaid, a copy of which is herewith filed, marked Complainants Exhibit "B", which is prayed to be taken as a part hereof.

That the said Helen Elmer Parker, in paragraph B of Item 2 of her said last will and testament, made the following provision:-  
"All the rest and residue of my estate, real, personal and mixed, or my entire estate if my said cousin, Helen C. Wells, be no living at the time of my death, I give, bequeath and devise one half thereof unto my husband, Richard Parker, and the other half thereof, unto my living child, or unto the issue of my said child, equally, if my said child be deceased."

That the said Helen Elmer Parker left her husband, Richard Parker and an infant son, Geoffrey Pierre Parker surviving her.

That the said Richard Parker has, since the death of the said Helen Elmer Parker, intermarried with Martha B. Parker.

(c) A son, Edward G. Hayden, who together with his wife, Lola M. Hayden, by deed bearing date the 7th day of June, 1928, and recorded in Liber B. H. T. No. 8, folio 173, etc., a Land Record Book for Queen Anne's County, aforesaid, granted and conveyed his undivided one-fifth interest in and to the above described property to L. Tilghman Hayden.

(d) A son, L. Tilghman Hayden, who is unmarried.

(e) A daughter, Sarah C. Downes, who is a widow.

(f) A son, Alfred C. Hayden, who departed this life intestate on or about the 20th day of July, 1935, leaving surviving him, his widow, Anna B. Hayden, and a son, Alfred C. Hayden, who is an infant, under the age of twenty one years.

#### THIRD.

That the said L. Tilghman Hayden and Sarah C. Downes are adults residing in Queen Anne's County, aforesaid; that Richard Parker and Martha B. Parker, his wife, are adults, residing at Scarsdale, in the State of New York, and that Geoffrey Pierre Parker, is an infant under the age of twenty one years, and resides with his father at Scarsdale, in the State of New York; the said Richard Parker, Martha B. Parker and Geoffrey Pierre Parker, all being non-residents of the State of Maryland.

#### FOURTH.

That the said real estate is now held and owned as follows:- the said Richard Parker and Geoffrey Pierre Parker, are the owners of an undivided one-fifth interest therein; the said L. Tilghman Hayden, is the owner of an undivided two-fifths interest therein; the said Sarah C. Downes is the owner of an undivided one-fifth interest therein; and the said Anna B. Hayden and Alfred C. Hayden, are the owners of an undivided one-fifth interest therein.

## FIFTH.

That your complainant is advised that all of the debts due and owing by the said Isaac Hayden, Holliday H. Hayden and Helen Elmer Hayden Parker have been paid in full; that the personal estate of the said Alfred C. Hayden, the deceased husband of your complainant, was insufficient to pay all the claims filed against said estate in full, and that in order to settle the said estate and pay all claims in full, your complainant advanced out of her own money the sum of six hundred seventeen dollars and sixty six cents (\$617.66), which is still due and owing unto her as shown by Certificate of Insufficiency, copy of which is herewith filed, marked Complainants Exhibit "C", and prayed to be taken as a part hereof.

## SIXTH.

That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests 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 divided amongst the parties entitled thereto according to their several interests.

To the end, therefore,

(1) That a decree may be passed for the sale of said real estate.

(2) That the proceeds of said sale may be distributed between the complainants and the said defendants according to their respective rights and interests.

(3) That Anna B. Hayden, one of your complainants, may have distributed to her out of that portion of the proceeds of sale of said real estate to which Alfred C. Hayden, her deceased husband, would, if living, have been entitled, the sum of six hundred seventeen dollars and sixty six cents (\$617.66), before any distribution of said portion be made between her and Alfred C. Hayden, her infant son.

(4) That the complainants may have such other and further relief as their case may require.

May it please your Honors to grant unto the complainants the order of publication giving notice to the said Richard Parker, Martha B. Parker, his wife, both of whom are adults, and Geoffrey Pierre Parker, infant, all of whom are residents of Scarsdale, in the State of New York, and non-residents of the State of Maryland, 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 the writ of subpoena directed to the said L. Tilghman Hayden and Sarah C. Downes, both of whom are adults, residing in Queen Anne's County, in the 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.

J. RICHARD JONES  
Solicitor for Complainants.

COMPLAINANTS' EXHIBIT A  
Filed May 18, 1936.

Last Will and Testament of Holliday Hicks Hayden	) ) )	I, Holliday Hicks Hayden, of the City of Baltimore, in the State of Maryland, being of sound and disposing mind and
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understanding, do make, publish and declare this Last Will and Testament, in manner following, that is to say:

After the payment of all my just debts and funeral expenses, I give, bequeath and devise my Estate, as follows:

(1) I give, bequeath and devise to my mother, Elizabeth A. Hayden, my entire share of the income from the Estate of my father, Isaac Hayden, now deceased, which said Estate consists of a farm near Hayden's (or Ashland) Station, Queen Anne County, State of Maryland, and several dwelling properties in the town of Centreville, in said County and State, to be held and received by her during the period of her natural life or until said Estate shall be sold and reduced to cash.

(2) Upon the death of my said mother or the sale of said property and its reduction to cash, whichever first shall occur, I give, bequeath and devise unto my daughter, Helen Elmer Hayden, her heirs, personal representatives and assigns, the whole of my share in the said Estate of my father and the income therefrom, to be hers absolutely, forever.

(3) I give and bequeath to the College of Physicians and Surgeons of Baltimore City, my Decial Library.

(4) All the rest and residue of my Estate, real, personal and mixed, of every kind and description, wheresoever situate, I give, bequeath and devise unto my said daughter, Helen Elmer Hayden, absolutely, forever.

(5) I name and appoint as the Guardian of the property and Estate of my said daughter, Helen Elmer Hayden, her grand uncle, John Ruth, and Isincerely trust that he will accept said appointment.

(6) I constitute and appoint my friend and Attorney, Harry L. Price, to be the Executor of this my Last Will and Testament, hereby revoking all other Wills and Codicils by me heretofore made.

In testimony whereof, I have hereunto subscribed my name and affixed my seal this Seventh day of October in the year nineteen hundred and seven.

Holliday Hicks Hayden (SEAL)

Signed, sealed, published and declared by the above named testator, Holliday Hicks Hayden, as and for his Last Will and Testament, in the presence of us, who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

225 Lanv. Bldg.  
225 Lan. Bldg.

Wm. J. Garrett  
J. Henry Baker

BALTIMORE CITY, ss:

On the 27th day of December, 1916 came Harry L. Price and made oath in due form of law, that he does not know of any Will or Codicil of Holliday Hicks Hayden, late of said City, deceased, other than the above instrument of writing, and that he found this will in safe of Testator, All notified, and that Testator departed this life on the 20th day of Dec. 1916.

Sworn to in Open Court  
Test:

Howard W. Jackson  
Register of Wills for Baltimore City.

BALTIMORE CITY, ss:

On the 27th day of December, 1916, came J. Henry Baker one of the subscribing witnesses to the aforegoing last Will and Testament of Holliday Hicks Hayden, late of said City, deceased, and made oath in due form of law that he did see Testator, sign and seal this Will; that he 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 his apprehension of sound and disposing mind, memory and understanding; and that he together with Wm. J. Garrett subscribed their names as witnesses to this Will in his presence at his request;

Sworn to in Open Court  
Test:

Howard W. Jackson  
Register of Wills for Baltimore City.

BALTIMORE CITY, ss:

On the 27th day of December, 1916 came J. Henry Baker and made oath in due form of law, that he is familiar with the handwriting of Wm. J. Garrett one of the at-testing witnesses to the last Will and Testament of Holliday Hicks Hayden, late of said City, deceased, and he verily believes that the signature of the said Wm. J. Garrett as so written is the true and genuine signature of said Wm. J. Garrett who is now dead.

Sworn to in Open Court  
Test:

Howard W. Jackson  
Register of Wills for Baltimore City.

IN THE ORPHANS' COURT OF BALTIMORE CITY:

The Court, after having carefully examined the above last Will and Testament of Holliday Hicks Hayden late of Baltimore City, deceased, and also the evidence adduced as to its validity, Orders and Decrees, this 27th day of December, 1916, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Holliday Hicks Hayden, deceased.

Judges ( Myer J. Block  
( Harry C. Gaither  
( William M. Dunn

STATE OF MARYLAND,  
BALTIMORE CITY, ss:

I, HOWARD W. JACKSON, Register of Wills, and by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, do hereby certify that the foregoing is a true and full copy of the Last Will and Testament of Holliday Hicks Hayden, late of said city, deceased, together with the proofs and probate thereof taken from Wills Liber H. W. J. No. 125 folio 107 &c., being one of the records filed recorded and kept in the office of Register of Wills for Baltimore City.

Place of Seal

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 29th day of October in the year of our Lord nineteen hundred and Seventeen.

Howard W. Jackson  
Register of Wills for Baltimore City.

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

I, Norman S. Dudley, Register of Wills for Queen Anne's County, State of Maryland, do hereby certify that the foregoing is a true copy of the Copy of the Last Will and Testament of Hollyday Hicks Hayden, deceased, which was filed in my office on the 22nd day of July, 1924, and recorded in Liber W. T. B. #2 folio 68 a Will Record for Queen Anne's County, Maryland.

Seal's  
Place.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal this 11th day of May, 1936.

NORMAN S. DUDLEY  
Register of Wills for Queen Anne's County.

COMPLAINANT'S EXHIBIT "B"  
Filed May 18, 1936.

LAST WILL AND TESTAMENT

OF

HELEN HAYDEN PARKER

I, HELEN HAYDEN PARKER, of the City of Baltimore, in the State of Maryland, being of sound and disposing mind and understanding, do make publish and declare this my Last Will and Testament, hereby revoking all other wills and testaments heretofore made by me.

After the payment of my just debts and funeral expenses, I give, bequeath and devise my estate as follows, that is to say:

1. That in the event, that I should become deceased, without a daughter surviving, I give and bequeath my diamond dinner ring to my cousin, Helen C. Wells, providing she be living at the time of my death.

2. That in the event, that only one child of mine be living at the time of my death, or if such child be deceased, leaving issue at the time of my death;

(a) I give and bequeath unto my cousin, Helen C. Wells, in cash the sum of Ten Thousand Dollars (\$10,000.00), provided she be living at the time of my death.

(b) All the rest and residue of my estate, real, personal and mixed, or my entire estate if my said cousin, Helen C. Wells, be not living at the time of my death, I give, bequeath and devise one half thereof unto my husband, Richard Parker, and the other half thereof, unto my living child, or unto the issue of my said child, equally, if my child be deceased.

3. That in the event, that more than one child of mine be living at the time of my death, or any child or children of mine, being deceased, leaving issue;

(a) I give and bequeath unto my cousin, Helen C. Wells, in cash, the sum of Five Thousand Dollars (\$5,000.00), provided she be living at the time of my death.

(b) All the rest and residue of my estate, real, personal and mixed, or my entire estate, if my said cousin, Helen C. Wells, be not living at the time of my death, I give, bequeath and devise, one third thereof to my husband, Richard Parker, and the balance thereof unto my children equally, the issue living of my child or children deceased, to take, as tenants in common, per stirpes and not per capita, only the share or respective shares which the parent or respective parents, if living, would have taken.

4. That in the event, my husband and I should be killed in the same accident:

(a) I give and bequeath unto my cousin, Helen C. Wells, in

cash, the sum of Ten Thousand Dollars (\$10,000.00), provided she be living at the time of my death and provided, further, there be more than one child of mine, or the issue thereof living at the time of my death. In the event, however, there shall survive only one child of mine, or the issue of such child, I give and bequeath unto my cousin, Helen C. Wells, in cash, the sum of Twenty Thousand Dollars (\$20,000.00), provided she be living at the time of my death.

(b) All the rest and residue of my estate, real, personal and mixed, or my entire estate, if my said cousin, Helen C. Wells, be not living at the time of my death, in either of two such events, I give, bequeath and devise unto my children equally, or unto my child, the issue of my deceased child or children, to take per stirpes and not per capita, only the share or respective shares the parent or respective parents, if living, would have taken.

5. That in the event, that my entire family, including husband, children (there be no living issue of said children) and I should be killed in the same accident, I give, bequeath and devise unto my cousin, Helen C. Wells, my entire estate, real, personal and mixed, provided she be living at the time of my death. Should she be not living, I give, devise and bequeath my entire estate unto my heirs, in accordance with the law of the State of Maryland.

6. That in the event, that my child or children (there being no living issue of said child or children) and I should be killed in the same accident and my said husband, Richard Parker, survive, I give and bequeath unto my cousin, Helen C. Wells, in cash, the sum of Twenty Thousand Dollars (\$20,000.00), provided she be living at the time of my death and all the rest and residue of my entire estate, I give, bequeath and devise unto my husband, Richard Parker, absolutely. Should my said cousin be not living at such time, my said husband shall receive my entire estate.

I hereby nominate and appoint my husband, Richard Parker, the executor of this, my Last Will and Testament, hereby revoking all other wills and codicils by me heretofore made.

In testimony whereof, I have hereunto subscribed my name and affixed my seal this Twenty-eighth day of July in the year nineteen hundred and twenty-eight.

(signed) Helen Hayden Parker (SEAL)

Signed, sealed, published and declared by the above named testatrix, Helen Hayden Parker, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.

(signed) Harry L. Price.

" Parlett Brenton

Baltimore City, ss.

On the 4th day of June, 1930, came Richard Parker and made oath in due form of law, that he does not know of any Will or Codicil of Helen Hayden Parker late of said City, deceased, other than the above instrument of writing, and that he found the same among the private effects of the Testatrix, retained same to this time, "All Parties Notified", and that the said Helen Hayden Parker departed this life on the 29th day of April, 1930.

Sworn to in open Court.

Test: EDWIN R. DOWNES  
Register of Wills for Baltimore  
City.

Baltimore City, ss.

On the 5th day of June, 1930, came Harry L. Price and Parlett Benton, the two subscribing witnesses to the foregoing last Will and Testament of Helen Hayden Parker late of said City, deceased, and made oath in due form of law, that they did see Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they, subscribed their names as witnesses to this Will in her presence at her request; and in the presence of each other.

Sworn to in open Court.

Test; EDWIN R. DOWNES  
Register of Wills for Baltimore City.

THE REGISTER OF WILLS FOR BALTIMORE CITY, after having carefully examined the above last Will and Testament of Helen H. Parker, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 5th day of June, 1930, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Helen H. Parker, deceased.

Edwin R. Downes  
Register of Wills for Baltimore City.

STATE OF MARYLAND,  
BALTIMORE CITY, ss.

I, EDWIN R. DOWNES, Register of Wills, and, by law keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, do hereby certify that the foregoing is a true and full copy of the Last Will and Testament of Helen Hayden Parker, late of said city, deceased, together with the proofs and probate thereof &c., taken from Wills Liber E. R. D. No. 167, Folio 311, &c., being one of the Records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court and office, this 26th. day of January in the year of our Lord nineteen hundred and thirty one.

Place of Seal.

Edwin R. Downes  
Register of Wills for Baltimore  
City.

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

I, NORMAN S. DUDLEY, Register of Wills for Queen Anne's County, State of Maryland, do hereby certify that the foregoing is a true and whole copy of the COPY OF THE LAST WILL AND TESTAMENT OF HELEN HAYDEN PARKER, deceased, which was filed in this office on the 28th day of January, 1931, and recorded in Liber W. T. B. #3, folio 309, a Will Record for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of my office this 11th day of May, 1936.

Seal's  
Place.

NORMAN S. DUDLEY  
Register of Wills for Queen Anne's County,  
Maryland.

COMPLAINANT'S EXHIBIT "C"  
Filed May 18, 1936.

THE STATE OF MARYLAND

DORCHESTER COUNTY, SCT.:

The subscriber, Register of Wills for Dorchester County doth hereby Certify that it appears by the records of his office that the personal estate of Alfred Clayton Hayden, late of Dorchester County, deceased, was insufficient to pay all the claims filed against said estate, as follows:

Anna B. Hayden for amount over-paid and  
due Anna B. Hayden \$617.66

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 23rd day of April, in the year of our Lord, nineteen hundred and thirty-six.

Seal's  
Place.

RUSSELL P. SMITH  
Register of Wills for Dorchester County.

AUTHORITY FROM ANNA B. HAYDEN,  
TO USE NAME AS NEXT FRIEND.  
Filed May 18, 1936.

Alfred C. Hayden, infant, by Anna B. Hayden, his mother and next friend, and Anna B. Hayden, in her own right, and as widow of Alfred C. Hayden, deceased,

vs.

L. Tilghman Hayden,  
Sarah C. Downes, widow,  
Richard Parker,  
Martha B. Parker, his wife,  
Geoffrey Pierre Parker, infant.

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



To the Clerk of Court for Queen Anne's County:

Please withhold issuance of the order of publication against the non-resident defendants in the above entitled case, and for so doing this shall be your authority.

J. RICHARD JONES  
Solicitor for Complainants

ORDER TO ISSUE SUBPOENA FOR  
GEOFFREY PIERRE PARKER, INFANT.  
Filed May 18, 1936.

Alfred C. Hayden, infant, et al., : In Equity, in the Circuit  
vs. : Court for Queen Anne's County,  
L. Tilghman Hayden, et al. : No. Chancery.  
.. ..

To the Clerk of Court for Queen Anne's County:

Please issue subpoena, in triplicate, for Geoffrey Pierre Parker, infant, who, I am informed, is temporary in the jurisdiction of your Court.

J. RICHARD JONES.  
Solicitor for Complainants

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER  
Filed May 19, 1936.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO L. Tilghman Hayden and Sarah C. Downes

Corporate  
Seal.

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 Alfred C. Hayden, infant against you in said Court exhibited.  
by Anna B. Hayden.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the First Monday of May 1936.  
Issued the Eighteenth day of May, 1936.

WILLIAM H. CARTER Clerk

J. Richard Jones  
Solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of June next, being the Return Day.

WILLIAM H. CARTER Clerk.

And on the back of the foregoing subpoena was thus endorsed, to wit:

Service admitted this 19th day of May, 1936, by  
HARPER & HORNEY  
Solicitors for L. Tilghman Hayden  
and Sarah C. Downes.

T. H. EVERETT  
Sheriff.

Filed May 19th, 1936.



ANSWER OF L. TILGHMAN HAYDEN  
AND SARAH C. DOWNES  
Filed May 19, 1936.

ALFRED C. HAYDEN, infant, by  
Anna B. Hayden, his mother  
and next friend, and  
ANNA B. HAYDEN, in her own  
right, and as widow of  
Alfred C. Hayden, deceased,  
  
vs.

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

L. TILGHMAN HAYDEN,  
SARAH C. DOWNES, widow,  
RICHARD PARKER, and  
MARTHA B. PARKER, his wife, and  
GEOFFREY PIERRE PARKER, infant.

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer of L. Tilghman Hayden and Sarah C. Downes to the Bill of Complaint of Aldred C. Hayden, infant, et al., against them and others in this Court exhibited, respectfully represents:

That these defendants neither admit nor deny any of the allegations contained in the Bill of Complaint but submit their rights thereunder to the protection of this Honorable Court.

L. TILGHMAN HAYDEN  
SARAH C. DOWNES

HARPER & HORNEY  
Solicitors for L. Tilghman Hayden and Sarah C. Downes.

ANSWER OF RICHARD PARKER AND  
MARTHA B. PARKER, HIS WIFE.  
Filed May 19, 1936.

Alfred C. Hayden, infant, by Anna B. Hayden, his mother and next friend, and Anna B. Hayden, in her own right, and as widow of Alfred C. Hayden, deceased,

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

vs.

L. Tilghman Hayden,  
Sarah C. Downes, widow,  
Richard Parker,  
Martha B. Parker, his wife,  
Geoffrey Pierre Parker, infant.

No. Chancery.

.. ..

To the Honorable, the Circuit Court for Queen Anne's County, sitting as a Court of Equity:

The joint and several answer of Richard Parker and Martha B. Parker, his wife, to the Bill of Complaint of Anna B. Hayden, et al., against them et al., in this Court exhibited, respectfully represents:

That these defendants neither admit nor deny any of the allegations contained in the Bill of Complaint but submit their rights thereunder to the protection of this Honorable Court.

RICHARD PARKER  
MARTHA B. PARKER

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER  
Filed May 23, 1936.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Geoffrey Pierre Parker, Infant.  
Seal's  
Place.

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 Alfred C. Hayden, Infant, against you in said Court exhibited. by Anna D. Hayden, his mother

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the First Monday of May 1936. Issued the Eighteenth day of May 1936.

William H. Carter Clerk

J. Richard Jones Solicitor for Complainants

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of June next, being the Return Day.

William H. Carter Clerk

And on the back of the foregoing subpoena was thus endorsed, to wit:-

I HEREBY CERTIFY that I served the within subpoena Geoffrey Pierre Parker, infant, by reading the same to him, he being temporarily in Queen Anne's County at the time, and by leaving a copy thereof with Richard Parker, his father, he being also temporarily in Queen Anne's County at the time, this 23rd day of May, 1936.

T. H. EVERETT Sheriff.

Filed May 23rd, 1936.

PETITION FOR APPOINTMENT OF A GUARDIAN AD LITEM FOR GEOFFREY PIERRE PARKER, INFANT. Filed June 19, 1936.

ALFRED C. HAYDEN, infant, etc., et al.,

vs.

L. TILGHMAN HAYDEN, et al.

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

Cause No. 3080.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Anna B. Hayden, one of the plaintiffs in the above entitled cause, by J. Richard Jones, her solicitor, respectfully represents:

That Geoffrey Pierre Parker, one of the defendants in said cause, has been duly returned summoned, but being an infant he cannot answer and defend this suit for himself.

Your petitioner therefore prays this Honorable Court to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound, etc.,

J. RICHARD JONES Solicitor for Anna B. Hayden.

STATE OF MARYLAND, )  
DORCHESTER COUNTY, )

TO WIT:

I HEREBY CERTIFY that on this 18th day of June, 1936, before me, the subscriber, a Notary Public of the State of Maryland in and for Dorchester County aforesaid, personally appeared J. Richard Jones, solicitor for Anna B. Hayden, and made oath, in due form of law, that the matters and facts in the foregoing petition are true to the best of his knowledge and belief.

Notary Public Seal.

WITNESS my hand and notarial seal:

MELISSA LORD Notary Public.

Filed June 19th, 1936.

ORDER OF COURT  
Filed June 25, 1936.

ORDER OF COURT

ORDERED, this 24th day of June, 1936, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, upon the foregoing petition and affidavit, that Hilda T. Seward, of Queen Anne's County, State of Maryland, be, and she is hereby, appointed guardian ad litem to appear and answer for Geoffrey Pierre Parker, infant defendant in the above cause.

THOS. J. KEATING

Filed June 25th, 1936.

ANSWER OF GEOFFREY PIERRE  
PARKER BY HIS GUARDIAN AD LITEM  
Filed June 25, 1936.

ALFRED C. HAYDEN, infant, etc.,  
et al.,

vs.

L. TILGHMAN HAYDEN, et al.

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

Cause No. 3080.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Geoffrey Pierre Parker, infant under the age of twenty one years, by Hilda T. Seward, his Guardian Ad Litem, to the Bill of Complaint of Alfred C. Hayden, infant, et al., exhibited against him and others in the above entitled cause, say:

That this defendant cannot admit any of the matters and things alleged in said Bill of Complaint, and being an infant of tender years, submits his rights to the protection of this Honorable Court.

HILDA T. SEWARD  
Guardian Ad litem.

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

I HEREBY CERTIFY that on this day of June, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Hilda T. Seward, the above named Guardian Ad Litem for Geoffrey Pierre Parker, infant, and made oath, in due form of law, that the matters and things stated in the foregoing ANSWER are true, to the best of her knowledge and belief.

WM. H. CARTER  
Clerk.

Filed June 25th, 1936.

NOTICE TO EXAMINER TO  
TAKE TESTIMONY  
Filed July 8, 1936.

ALFRED C. HAYDEN, infant, etc.,  
et al.,

vs.

L. TILGHMAN HAYDEN, et al.

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

Cause No. 3080.

TO H. B. W. MITCHELL, EXAMINER:

You are hereby notified that the Plaintiffs in this cause desire to take testimony in support of the allegations of the Bill of Complaint filed therein, and that a time be set by you for the same, after due notice to the adult defendants or their attorneys and to the Guardian Ad Litem of the infant defendant.

J. RICHARD JONES  
Solicitor for Plaintiffs.

Filed July 8th, 1936.

DEPOSITIONS  
Filed Sept. 14, 1936.

ALFRED C. HAYDEN, infant, etc.,  
et al.,

vs.

L. TILGHMAN HAYDEN, et al.

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

Cause No. 3080.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the Plaintiffs having notified the subscriber, one of the regular examiners for this Honorable Court, of the desire to take testimony in this case, your examiner did attend, on the 3rd day of September, 1936, in the law offices of Harper and Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 11:00 o'clock, A. M., and proceeded to take the following testimony, there being present J. Richard Jones, solicitor for the Plaintiffs, William R. Horney, of the law firm of Harper and Horney, solicitors for some of the Defendants, Hilda T. Seward, Guardian ad litem for Geoffrey Pierre Parker, infant, Anna B. Hayden, one of the Plaintiffs, and L. Tilghman Hayden, one of the Defendants:

Anna B. Hayden, the first witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Jones:

- Q. 1. State your name, age, residence and occupation.  
A. Anna B. Hayden, 56, 444 North Walnut Street, West Chester, Pennsylvania, hostess.
- Q. 2. Are you one of the Plaintiffs in this case?  
A. Yes, both as next friend of Alfred C. Hayden, infant, my son, and in my own right as widow of Alfred C. Hayden, deceased.
- Q. 3. Were you acquainted with Isaac Hayden, deceased, in his lifetime?  
A. No, but I do know that he was the father of my husband.
- Q. 4. Do you know whether or not Isaac Hayden died seized and possessed of any real estate located in Queen Anne's County, Maryland? If so, please state of what said real estate consisted.  
A. Yes. He owned at the time of his death several tracts of land known as the Isaac Hayden Farms, and several lots or parcels of land in the town of Centreville, one of which remains unsold. The farms contain 517 acres of land, more or less, but there has been sold therefrom five parcels of land, containing in the aggregate 14 acres of land, more or less. One parcel was sold to Franklin S. Lockerman and wife, another to The Queen Anne's and Kent Railroad Company, another to The Queen Anne's and Kent Railroad Company, another to Serlina Wright, another to Walter J. Draper, and other to the Trustees of the Methodist Protestant Church at Hayden. The heirs-at-law also sold two parcels of land off of said farms. One parcel was sold to Nettie H. Shallcross and another to George H. Mullikin.
- Q. 5. Do you know the value of these two farms at the present time.  
A. No, but I know the assessed value, which is \$15,550.00.
- Q. 6. Do you know the value of the house and lot on Commerce Street in the town of Centreville?  
A. The assessed value is \$2,290.00.
- Q. 7. Do you know when Isaac Hayden died?  
A. About 1882.
- Q. 8. Did he leave a will?  
A. Not that I know of.
- Q. 9. Do you know who his children were? If so, name them.  
A. Yes. Dr. Holliday H. Hayden, Daniel F. Hayden, Sarah Catherine Downes, Alfred C. Hayden, deceased, L. Tilghman Hayden and Edward G. Hayden.
- Q. 10. Do you know whether or not he left a widow surviving him? If so, please name her and state whether or not she is living or dead.  
A. He left a widow. Elizabeth A. Hayden, who died in 1917.
- Q. 11. Do you know whether or not Dr. Holliday H. Hayden is living or dead? And if he is dead when did he die? And did he leave a will or not?  
A. He died in 1916, and left a will, a certified copy of which was filed in these proceedings.

(NOTE: At this point the certified copy of the last will and testament of Holliday H. Hayden was introduced in evidence and has been marked by your examiner "Examiner's Exhibit A").

- Q. 12. Do you know what disposition was made by Dr. Holliday H. Hayden of his interest in the property sought to be sold in this proceeding by said last will and testament of said Dr. Hayden?  
 A. Yes, it was devised to his daughter, Helen Elmer Hayden; the said Helen Elmer Hayden, intermarried with one Richard Parker, and subsequently died in the City of New York, in or about 1930. She left a last will and testament, a certified copy of which was filed in these proceedings, and by which she devised her interest in said properties (which were formerly the interest of Dr. Hayden therein) one-half thereof to her husband, Richard Parker, and the other half to her son, Geoffrey Pierre Parker, who was her only living child at the time of her death.

(NOTE: At this point the certified copy of the last will and testament of Helen Hayden Parker was introduced in evidence and has been marked by your examiner "Examiner's Exhibit B").

- Q. 13. Do you know whether or not Geoffrey Pierre Parker is over or under 21 years of age?  
 A. He is under 21 years of age.
- Q. 14. Do you know whether or not Daniel F. Hayden is living or dead. And, if dead, about when did he die? And did he leave a last will and testament?  
 A. He died in 1898, without leaving any last will and testament and without ever having been married. And his interest in the properties mentioned in these proceedings passed to his surviving brothers and sister.
- Q. 15. I overlooked asking you whether or not Richard Parker is still living and whether or not he remarried after the death of his first wife.  
 A. Yes, he is still living and has since married Martha B. Parker.
- Q. 16. Do you know whether or not Sarah Catherine Downes is still living. And whether or not her husband is still living.  
 A. She is still living, but her husband is dead.
- Q. 17. Do you know whether or not Alfred C. Hayden is living or dead, and, if dead, give the date of his death, and state whether or not he left a will.  
 A. Alfred C. Hayden died on the 20th day of July, 1935, without leaving any will, and leaving the witness as his widow and one son, Alfred C. Hayden, an infant, under the age of 21, as his only child.
- Q. 18. Please state whether or not L. Tilghman Hayden is still living and whether or not he is married?  
 A. He is very much alive and still unmarried. He is sitting beside me in the office.
- Q. 19. Please state, if you know, whether or not Edward G. Hayden and Lola M. Hayden, his wife, at this time, have any interest in the property left by the said Isaac Hayden, deceased.  
 A. I am informed that they sold their interest in the property to L. Tilghman Hayden.
- Q. 20. Please state, if you know, which of the parties to this proceeding are adults and which are infants, with their respective places of residence.  
 A. L. Tilghman Hayden and Sarah C. Downes are adults and reside in Queen Anne's County, Maryland. Richard Parker and Martha B. Parker, his wife, are adults, and Geoffrey Pierre Parker is an infant, and all reside at Scarsdale, New York, the last three being non-residents of the State of Maryland. I have already testified as to my age and have also stated that my son is under 21 years of age. He resides with me in West Chester, Pennsylvania.
- Q. 21. Please state, if you known, who are the present owners of the property of which Isaac Hayden died seized and possessed and which remains unsold?  
 A. One-fifth is owned by Richard Parker and Geoffrey Pierre Parker; one-fifth is owned by Sarah C. Downes; two-fifths by L. Tilghman Hayden; and one-fifth by myself and son, Alfred C. Hayden.
- Q. 22. Will you please state whether or not all of the debts due and owing by Alfred C. Hayden, deceased, have been paid?  
 A. Yes, all of his debts have been paid in full. In order to pay these debts I had to advance out of my own money \$617.66, and I, as his administratrix, overpaid his estate to that extent as is shown by a certificate from the Register of Wills for Dorchester County, Maryland, filed in these proceedings.
- (NOTE: At this point the certificate mentioned in the testimony was introduced in evidence and has been marked by your examiner "Examiner's Exhibit C").
- Q. 23. Do you know whether or not all of the debts due and owing by Isaac Hayden, Dr. Holliday H. Hayden and Helen Hayden Parker have been paid in full?  
 A. I do not know.
- Q. 24. Please state whether or not, in your opinion, the real estate sought to be sold in these proceedings can be divided among the parties entitled to interests therein without material loss and injury to the said parties? Give the reason for your answer.

A. I do not think that the farms or the house in town can be divided, because there is only one house on the lot in town, and only two sets of farm buildings on the farms.

Q. 25. Then in your opinion it would be necessary to sell all of said property and divide the proceeds of sale among those entitled thereto?  
Is this correct?

A. Yes sir.

EXAMINER'S SPECIAL:

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 any 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 in your answer?

I do not.

ANNA B. HAYDEN

L. Tilghman Hayden, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Jones:

Q. 1. State your name, age, residence and occupation.

A. Lloyd Tilghman Hayden, 57, Centreville, Maryland. I have no occupation at present.

Q. 2. Do you know the parties to this suit?

A. Yes I know all of them.

Q. 3. Did you know the late Isaac Hayden in his lifetime?

A. Yes he was my father.

Q. 4. You have heard Anna B. Hayden testify as to the family history, have you not?

A. Yes.

Q. 5. Please state whether or not her testimony states the true and full history of your mother and father, their children and of those claiming by or under any of them.

A. It does perfectly.

Q. 6. Please state who are the present owners of the real estate of which your father died seized and possessed and now remaining unsold, consisting of the two farms testified to by Anna B. Hayden and the lot or parcel of land in Centreville?

A. I own a two-fifths interest. My sister, Sarah C. Downes, owns a one-fifth interest. Anna B. Hayden, widow of Alfred C. Hayden, and her son, Alfred C. Hayden, infant, own a one-fifth interest. And Richard Parker, surviving husband of Helen Hayden Parker, and his son, Geoffrey Pierre Parker, infant, own the remaining one-fifth interest.

Q. 7. Mr. Hayden how did you acquire the one-fifth interest in addition to the one-fifth interest you inherited?

A. By a deed from Edward G. Hayden and Lola M. Hayden, dated June 7th, 1928, and recorded in Liber B. H. T. No. 8, folios 173, etc., a land record book for Queen Anne's County, Maryland.

Q. 8. Do you know whether or not all of the debts of your father, Isaac Hayden, your brother, Dr. Holliday H. Hayden, and your niece, Helen Hayden Parker, which were due and owing by them at the time of their death have been paid.

A. Yes, I am sure they have all been paid.

Q. 9. Mr. Hayden, what in your opinion is the value of the two farms as a whole? Of the house and lot in Centreville?

A. I would say that the two farms are worth from \$12,000.00 to \$15,000.00. The house in town is worth from \$1,500.00 to \$2,000.00.

Q. 10. Mr. Hayden, will you please state whether or not the property sought to be sold in these proceedings can be divided among the parties entitled to interests therein without material loss and injury to such parties. And also state your reason for your answer?

A. I don't think it is possible to divide it satisfactorily. There are only two sets of buildings on the two farms and I don't see how said farms could be divided into five parts taking this fact into consideration; of course, it would be impossible to divide the house and lot into five parts.

Q. 11. Then in your opinion the only way to make division of the property would be to sell it and divide the proceeds, would it not?

A. Yes.

EXAMINER'S SPECIAL:

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 any 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 in your answer?

I do not.

LLOYD TILGHMAN HAYDEN

Howard E. Price, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

by Mr. Jones:

Q. 1. State your name, age, residence and occupation.

A. Howard E. Price, 66, Centreville, Maryland, insurance agent and farmer.

Q. 2. Mr. Price, being a land owner in Queen Anne's County, Maryland, do you feel that you are qualified to testify as to the value of real estate in this County?

A. I do.

Q. 3. This is a suit between the heirs-at-law and of those claiming by or under them of Isaac Hayden, deceased, for a sale of the real estate of which he died seized and possessed for the purpose of a partition. Do you know the real estate of the said Isaac Hayden, deceased, which is sought to be sold in these proceedings? Of what does it consist and what is its value?

A. Yes I know the real estate. It consists of two farms and a dwelling in the town of Centreville. I consider the farms to be worth \$12,000.00 to \$13,000.00. And the dwelling from \$1200.00 to \$1500.00.

Q. 4. There are five undivided interests in this real estate. In your opinion is such real estate subject to a division among those entitled thereto without loss or injury?

A. No. it would be impossible, owing to the fact of the numerous interests.

EXAMINER'S SPECIAL:

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 any of them, or that may be material to the subject to this your examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer?

I do not.

HOWARD E. PRICE

At this point the Plaintiffs requested a postponement of the taking of testimony to a further date so as to enable them to secure additional testimony. Your examiner granted this request.

The solicitors for the Plaintiffs having notified your examiner of their desire to resume the taking of testimony in this cause (in accordance with the postponement for that purpose on September 3rd, 1936), did attend on the 12th day of September, 1936, in the law offices of Harper and Horney, at the hour of 3:00 o'clock, P. M., and proceeded to take the following additional testimony, there being present the Guardian ad litem for Geoffrey Pierre Parker, infant, and William R. Horney, one of the solicitors for the Defendants.

Charles M. West, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:  
By Mr. Jones (per William R. Horney):

Q. 1. State your name, age, reside and occupation.

Charles M. West, 69, Centreville, Maryland, retired.

Q. 2. Mr. West, being a land owner in Queen Anne's County, Maryland, do you feel that you are qualified to testify as to the value of real estate in this County?

A. I do.

Q. 3. This is a suit between the heirs-at-law and of those claiming by or under them of Isaac Hayden, deceased, for a sale of the real estate of which he died seized and possessed and which remains unsold for the purpose of a partition. Do you know the real estate of the said Isaac Hayden, deceased, which is sought to be sold in these proceedings? Of what does it consist and what is its value?

A. Yes I know the real estate very well although I do not know how many acres are in the two farms. There is also a dwelling in the town of Centreville. I consider the farms to be worth at least \$6,500.00 each. And the dwelling in town at least \$1500.00.

Q. 4. There are five undivided interests in this real estate, two of which must be further divided into two parts each. In your opinion is such real estate subject to division among those entitled thereto without loss or injury?

A. No it could not possibly be done on account of the numerous interests.

EXAMINER'S SPECIAL:

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 any 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 in your answer?

No I do not.

CHARLES M. WEST

There being no further witnesses to be examined and the solicitors for the Plaintiffs and Defendants desiring no further time for the production of testimony your examiner respectfully makes his return, and certified that he was engaged with such examination four days and examined four witnesses, making costs chargeable as follows, to wit:

H. B. W. Mitchell, Examiner,-----\$16.00

Witness Fees:

Anna B. Hayden,-----\$	.75	
L. Tilghman Hayden,-----	.75	
Howard E. Price,-----	.75	
Charles M. West,-----	.75	3.00

TOTAL,----- \$19.00

Filed Sept. 14th, 1936.

H. B. W. MITCHELL  
EXAMINER.

For Examiner's Exhibits A, B and C, see Complainant's Exhibits 1, 2 and 3, recorded immediately following the Bill of Complaint.

FINAL DECREE  
Filed Oct. 23, 1936.

ALFRED C. HAYDEN, infant, etc.,  
et al.,

vs.

L. TILGHMAN HAYDEN, et al.

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

Cause No. 3080.

FINAL DECREE

This cause standing ready for hearing and being submitted without argument by the Solicitor for the Plaintiffs, the Solicitors for two of the Defendants, L. Tilghman Hayden and Sarah C. Downes, two of the Defendants, Richard Parker and Martha B. Parker, and the Guardian Ad Litem for Geoffrey Pierre Parker, infant, after answer by the Defendants, who are all sui juris, (except the said Geoffrey Pierre Parker, for whom the Guardian Ad Litem was appointed), neither admitting nor denying the allegations contained in the Bill of Complaint but submitting their rights thereunder to the protection of this Court, all the proceedings were read and considered.

IT IS THEREUPON, this 23rd day of October, 1936, 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 these proceedings be sold; that Wm. Raymond Horney of Queen Anne's County, Maryland, and J. Richard Jones of Dorchester County, Maryland, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: they shall file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, or the Clerk thereof, in the penalty of Sixteen thousand Dollars (\$16,000.00), if corporate surety be given, and in double that amount if personal sureties 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' previous notice by advertisement, inserted in a newspaper or newspapers printed and published in Queen Anne's County aforesaid, and such other notice as they shall think proper, if any, of the time, place, manners and terms of sale, which terms shall be one-third cash, one-third in one year and one-third in two years from the day of sale, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the Trustees, and, as soon as may be convenient after such sale, 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 of and from all claim of the parties hereto, plaintiffs and defendants, and those claiming, by, from, through 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 according to law under the direction of this Court, after deducting 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.

THOS. J. KEATING

Filed Oct. 23rd, 1936.



CERTIFIED COPY OF BOND  
Filed May 7, 1937.

Queen Anne's County, to wit:

Be it remembered that on the 7th. day of May in the year 1937, the following Bond was filed for record, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, and J. Richard Jones, of Dorchester County, State of Maryland, as principals, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly authorized by its charter to become sole surety bond bonds, as surety, 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 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 4th day of May, 1937;

WHEREAS, the above bounden William R. Horney and J. Richard Jones, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, have been appointed Trustees to sell the real estate mentioned in the proceedings in the case of Alfred C. Hayden, infant, etc., et al. vs. L. Tilghman Hayden, et al." being Cause No. 3080, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William Raymond Horney and J. Richard Jones 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.

William Raymond Horney (SEAL)

J. Richard Jones (SEAL)

UNITED STATES FIDELITY AND GUARANTY  
COMPANY,

by William R. Horney Corp.  
Its Attorney-in-Fact. Seal's  
Place

And on the back of the foregoing Bond, was thus endorsed, to wit:-

Security approved and Bond filed May 7th 1937.

William H. Carter, Clerk.

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

I hereby certify that the foregoing was truly taken and copied from Liber W. H. C. No. 1, folio, 44 a Bond 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 19th day of August in the year 1937.

WILLIAM H. CARTER Clerk.

Seal's  
Place.

CERTIFICATE OF SURVEY  
Filed May 10, 1937.

CERTIFICATE OF SURVEY

I, William T. Henry, of Queen Anne's County, State of Maryland, Surveyor, having been directed by William R. Horney and J. Richard Jones, Trustees in the cause in the Circuit Court for Queen Anne's County in Equity entitled "Alfred C. Hayden, infant, etc., et al. vs. L. Tilghman Hayden, et al.", being Cause No. 3080 on the Chancery Docket of said Court, to make a survey of the remainder of the tracts of land or farms of the late Isaac Hayden, deceased, located at or near Hayden, in Queen Anne's County, State of Maryland, do hereby certify that I made said survey of said real estate in two parcels and that the same is described and contained within the following metes and bounds, courses and distances, to wit:

PARCEL NUMBER A:

ALL that tract of land or farm, herein called "Parcel A of the tracts of land or farms of the late Isaac Hayden, deceased," situate, lying and being in the Second and Sixth Election Districts of Queen Anne's County, State of Maryland, at Hayden on the Pennsylvania Railroad, on both sides of said railroad, on the left side of the public road leading from Church Hill to Hayden and on both sides of the public roads leading from Price, Ingleside and Hope to Hayden, and more particularly described as follows, to wit: BEGINNING for the same at a point in the middle of the public road leading from Hope to Hayden opposite a stone on the line between this property and the land of George H. Mullikin (said beginning point being near the intersection of the said Hope-Hayden public road with the public road leading from Ingleside to Hayden) and running from thence (1) with the said land of George H. Mullikin South  $46^{\circ}$  West, 33.8 perches; thence (2) North  $72\frac{1}{2}^{\circ}$  West, 123 perches to the middle of the public road leading from Carville to Hayden on the west side of said railroad; thence (3) with the middle of said Carville-Hayden public road North  $44\frac{3}{4}^{\circ}$  East, 33 perches; thence (4) North  $42^{\circ}$  East, 18.2 perches; thence (5) South  $35\frac{1}{2}^{\circ}$  West, 13.8 perches to a concrete post at the south end of the station lot of said railroad; thence (6) across said railroad South  $50\frac{1}{2}^{\circ}$  East, 4 perches; thence (7) with said railroad North  $44\frac{3}{4}^{\circ}$  East, 42 perches to the middle of the said public road leading from Ingleside to Hayden on the east side of said railroad; thence (8) with the middle of said Ingleside-Hayden public road North  $50\frac{1}{2}^{\circ}$  West, 4.4 perches to the middle of said Ingleside-Hayden public road on the west side of said railroad; thence (9) with the middle of the Carville-Hayden-Price public road North  $44\frac{3}{4}^{\circ}$  East, 10.2 perches to the intersection with the public road leading from Church Hill to Hayden; thence (10) with the middle of said Hayden-Church Hill public road North  $2^{\circ}$  West 84 perches; thence (11) North  $5\frac{1}{2}^{\circ}$  West, 41 perches; thence (12) North  $10\frac{1}{4}^{\circ}$  East, 36.3 perches to the Walter J. Draper lot; thence (13) with said lot South  $85\frac{1}{2}^{\circ}$  East, 25.44 perches; thence (14) North  $2\frac{1}{2}^{\circ}$  East, 14.1 perches to the land of Charles and Gladys McCollister; thence (15) with the said land of Charles and Gladys McCollister South  $85\frac{1}{2}^{\circ}$  East, 46.6 perches; thence (16) North  $65\frac{1}{2}^{\circ}$  East, 5 perches to a stone; thence (17) South  $85\frac{1}{2}^{\circ}$  East, 19 perches; thence (18) South  $4^{\circ}$  West, 26 perches; thence (19) South  $85\frac{1}{2}^{\circ}$  East, 42 perches to the middle of the public road leading from Price to Hayden and a point 2 perches west of the Seven Mile post on said railroad; thence (20) with the middle of said Price-Hayden public road South  $44\frac{3}{4}^{\circ}$  West,  $9\frac{1}{2}$  perches to the Serlina Wright lot; thence (21) with said lot North  $83^{\circ}$  West, 37.9 perches; thence (22) South  $1\frac{1}{4}^{\circ}$  East, 46.9 perches to the middle of the said Price-Hayden public road; thence (23) with the middle of said Price-Hayden public road South  $44\frac{3}{4}^{\circ}$  West, 29.6 perches to a point opposite the division fence between this said Parcel Number A and Parcel Number B (hereinafter described); thence (24) across said railroad and with said division fence South  $77\frac{3}{4}^{\circ}$  East, 97 perches to another division fence between said Parcels Number A and B; thence (25) with said last mentioned division fence and across the said Ingleside-Hayden public road South  $5\frac{3}{4}^{\circ}$  West,  $175\frac{3}{4}$  perches to the land of (or formerly of) E. S. Clough; thence (26) with the said land of E. S. Clough North  $84\frac{1}{2}^{\circ}$  West, 67 perches to the middle of the said Hope-Hayden public road; and thence (27) with the middle of said Hope-Hayden public road North  $5\frac{1}{2}^{\circ}$  West, 44.8 perches to the said place of beginning, containing 239.57 acres of land, more or less, exclusive of  $3\frac{3}{4}$  acres of land, more or less, within the right-of-way of said railroad.

PARCEL NUMBER B:

ALL that tract of land or farm, herein called "Parcel B of the tracts of land or farms of the late Isaac Hayden, deceased", situate, lying and being in the Second and Sixth Election Districts of Queen Anne's County, State of Maryland, near Hayden on the Pennsylvania Railroad, on the easterly side of said railroad and on both sides of the public road leading from Hayden to Ingleside, and more particularly described as follows, to wit: BEGINNING for the same at a point 2 perches west of the Seven Mile post on said railroad and in the middle of the public road leading from Price to Hayden where this said Parcel Number B corners with said Parcel Number A (hereinbefore described) and running thence (1) across said railroad and with the land of (or formerly of) E. B. Walls South  $79\frac{1}{2}^{\circ}$  East,  $39\frac{1}{2}$  perches; thence (2) South  $55\frac{1}{4}^{\circ}$  East, 13 perches; thence (3) South  $67\frac{1}{2}^{\circ}$  East, 18 perches; thence (4) South  $81^{\circ}$  East, 23.4 perches; thence (5) South  $85^{\circ}$  East, 47 perches to the land of (or formerly of) Joseph Mullikin; thence (6) with the said land of Joseph Mullikin South  $8^{\circ}$  East, 200 perches to the middle of said Ingleside-Hayden public road; thence (7) with the middle of said Ingleside-Hayden public road North  $87^{\circ}$  West, 47 perches; thence (8) with the Charles Dean lot South  $5^{\circ}$  West, 40 perches; thence (9) still with said lot South  $89^{\circ}$  East  $19\frac{3}{4}$  perches; thence (10) South  $20\frac{1}{2}^{\circ}$  West, 8.9 perches; thence (11) North  $85\frac{1}{2}^{\circ}$  West and with the land of (or formerly of) E. S. Clough, 119 perches to said Parcel Number A; thence (12) by and with said Parcel Number A and across the said Ingleside-Hayden public road and with the division fence between this said Parcel Number B and said Parcel Number A North  $5\frac{3}{4}^{\circ}$  East,  $175\frac{3}{4}$  perches; thence (3) by and with another division fence between said Parcels B and A and across the said railroad North  $77\frac{3}{4}^{\circ}$  West, 97 perches to the middle of the said Hayden-Price public road; and thence (14) with the middle of said Hayden-Price public road North  $44\frac{3}{4}^{\circ}$  East, 96 perches to the said place of beginning, containing 217.85 acres of land, more or less, exclusive of 2.4 acres of land, more or less, within the right-of-way of said railroad.

WM. T. HENRY  
Surveyor .

Stevensville, Maryland,  
April 19th, 1937.

REPORT OF SALES  
Filed June 16, 1937.

ALFRED C. HAYDEN, infant, etc.,  
et al.,

vs.

L. TILGHMAN HAYDEN, et al.

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

Cause No. 3080.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney and J/ Richard Jones, the Trustees appointed by the decree passed in the above entitled cause on the 23rd day of October, 1936, to make sale of the real estate therein mentioned and described, to your Honors, respectfully shows:

1. That after giving bond to the State in the penalty prescribed by said decree with such security as the Clerk of this Court did approve conditioned for the faithful performance and execution of the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, and after giving notice of the time, place and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three weeks before the day of sale, said Trustees did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on the 8th day of June, 1937, at 1:30 o'clock, P. M., and then and there proceeded to sell said real estate in manner following, that is to say:

Said Trustees offered at public sale to the highest bidder the real estate decreed to be sold, a part of which your trustees, deeming it wise, had previously caused to be surveyed, which said real estate is described as follows, to wit:

FIRST: ALL that tract of land or farm, herein called "Parcel A of the tracts of land or farms of the late Isaac Hayden, deceased", situate, lying and being in the Second and Sixth Election Districts of Queen Anne's County, State of Maryland, at Hayden on the Pennsylvania Railroad, on both sides of said railroad, on the left side of the public road leading from Church Hill to Hayden and on both sides of the public roads leading from Price, Ingleside and Hope to Hayden, and containing 239.57 acres of land, more or less, exclusive of the right-of-way of said railroad, according to the certificate of survey thereof made by William T. Henry, surveyor, on the 19th day of April, 1937, filed among the proceedings in this cause and hereby made a part of this report of sale in the same manner as if it was fully incorporated herein.

SECOND: ALL that tract of land or farm, herein called "Parcel B of the tracts of land or farms of the late Isaac Hayden, deceased", situate, lying and being in the Second and Sixth Election Districts of Queen Anne's County, State of Maryland, near Hayden on the Pennsylvania Railroad, on the easterly side of said railroad and on both sides of the public road leading from Hayden to Ingleside and containing 217.85 acres of land, more or less, exclusive of the right-of-way of said railroad, according to the certificate of survey thereof made by said William T. Henry, surveyor, on the said 19th day of April, 1937, so as aforesaid filed among the proceedings in this cause and hereby made a part of this report of sale in the same manner as if it was fully incorporated herein.

THIRD: ALL that lot or parcel of land situate, lying and being on the westerly side of Commerce Street, in the town of Centreville, in Queen Anne's County, State of Maryland, containing 5,120 square feet of land, more or less.

Said Trustees first offered at public sale to the highest bidder the real estate hereinbefore described in the first place as "Parcel A of the tracts of land or farms of the late Isaac Hayden, deceased", but receiving no bid therefor withdrew the same to be offered later as a whole with that part of the real estate hereinbefore described in the second place as "Parcel B of the tracts of land or farms of the late Isaac Hayden, deceased".

Said Trustees then offered at public sale to the highest bidder the real estate hereinbefore described in the second place as "Parcel B of the tracts of land or farms of the late Isaac Hayden, deceased", but receiving no bid therefor withdrew the same to be offered later as a whole with that part of the real estate hereinbefore described in the first place as "Parcel A of the tracts of land or farms of the late Isaac Hayden, deceased".

Said Trustees then offered at public sale to the highest bidder as a whole that part of the real estate hereinbefore described in the first and second places as "Parcel A of the tracts of land or farms of the late Isaac Hayden, deceased", and as "Parcel B of the tracts of land or farms of the late Isaac Hayden, deceased", and sold the same, to L. Tilghman Hayden, of Queen Anne's County aforesaid, for the sum of Nine Thousand Dollars (\$9,000.00), he being at that sum the highest bidder therefor.

And lastly said Trustees offered at public sale to the highest bidder the real estate hereinbefore described in the third place as all that lot or parcel of land on the westerly side of Commerce Street, in the town of Centreville, in Queen Anne's County aforesaid, and sold the same to the said L. Tilghman Hayden, for the sum of Twelve Hundred Dollars (\$1,200.00), he being at that sum the highest bidder therefor.

2. The aggregate sales of said real estate as will appear by reference to paragraph one above amounted to the sum of Ten Thousand Two Hundred Dollars (\$10,200.00).

3. The terms of sale, (in addition to those advertised, as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), were as follows, to wit:

As to said tracts of land or farms:

(a) That full possession, subject only to the rights of the present tenants for the remainder of the current year 1937, would be given to the purchaser as of the date of the final payment of the purchase money, but that the purchaser, if he desired full possession on January 1st, 1938, must give to said present tenants notice to quit on or before June 30th, 1937.

(b) That the wheat crop now growing on said farms would be retained, but that the corn crop now growing on said farms (as well as all other crops that might be grown thereon, if any, during the current year 1937), would become the property of the purchaser.

(c) That all state and county taxes up to January 1st, 1937, having been paid in full, all state and county taxes for the current year 1937 would be payable by the purchaser.

(d) That all premiums on the policy or policies of fire insurance covering the buildings on said farms would be adjusted as of the 1st day of July, 1937.

(e) That the cost of all title papers and expenses incident to the transfer of the property to the purchaser, including revenue stamps and recordation stamps and charges, would be payable by the purchaser.

(f) That the following articles belonging to one of the tenants, William M. Skinner, were reserved to his use with the right of removal, to wit: a quantity of low wire fencing, a quantity of barb wire, all cow stanchions and the hay loading fork and equipment (located on the other farm of which he was not the tenant).

As to the lot or parcel of land and dwelling:

(a) That full possession, subject only to the rights of the present tenant for the remainder of the current year 1937, would be given to the purchaser as of the date of the final payment of the purchase money, but that the purchaser, if he desired full possession on January 1st, 1938, must give to said present tenant notice to quit on or before June 30th, 1937.

(b) That this property was rented at the rate of \$15.00 per month; that the rent for the month of June 1937 would be reserved; and that all rent from and after the 1st day of July, 1937, would be payable to the purchaser.

(c) That all state and county taxes up to January 1st, 1937, having been paid in full; that all town taxes up to June 1st, 1937, having been paid in full; and that all sewer and water rents up to January 1st, 1938, having been paid in full, all state and county taxes as well as all town taxes and sewer and water rents for the current year 1937 would be adjusted as of the 1st day of July, 1937.

(d) That the premium on the policy of fire insurance covering the buildings on said lot or parcel of land would be adjusted as of the said 1st day of July, 1937.

(e) That the cost of all title papers and expenses incident to the transfer of the property to the purchaser, including revenue stamps and recordation stamps and charges, would be payable by the purchaser.

4. That said purchaser has complied with the terms of sale by paying into the hands of the Trustees the sum of Two Hundred Dollars (\$200.00) in cash and by his agreement in writing to pay the balance of said purchase money, to wit: the sum of Ten Thousand Dollars (\$10,000.00) upon the final ratification of the sale by the Court. Inasmuch as the said purchaser is entitled to receive a two-fifths part of the net proceeds of sale, which is more than one-third of the purchase money required to be paid by the terms of sale, said Trustees, having deemed this method of settlement to be satisfactory, accepted the same.

Respectfully submitted,

WILLIAM R. HORNEY

J. RICHARD JONES  
Trustees

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

I HEREBY CERTIFY that on this 9th day of June, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, one of the Trustees in the above entitled cause, and made oath, in due form of law, that the matters and things stated in the foregoing REPORT OF SALES are true, to the best of his knowledge and belief, and that the sales therein reported were fairly made.

WM. H. CARTER  
 Clerk.

STATE OF MARYLAND, )  
 DORCHESTER COUNTY, ) TO WIT:

I HEREBY CERTIFY that on this 14th day of June, 1937, before me, the subscriber, a Notary Public of the State of Maryland in and for Dorchester County aforesaid, personally appeared J. Richard Jones, one of the Trustees in the above entitled cause, and made oath, in due form of law, that the matters and things stated in the said foregoing REPORT OF SALES are true, to the best of his knowledge and belief, and that the sales therein reported were fairly made.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

MELISSA LORD  
 Notary Public.

Notary  
 Public  
 Seal.

Filed June 16th, 1937.

CERTIFICATE OF PUBLICATION  
 OF ADVERTISEMENT OF SALE  
 Filed June 17, 1937.

TRUSTEE'S SALE  
 of valuable  
 REAL ESTATE

The undersigned Trustees, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 23rd day of October, 1936, in the cause therein entitled "Alfred G. Hayden, infant, etc., et al. vs. L. Tilghman Hayden, et al.", being Cause No. 3080, will 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, JUNE 8, 1937 commencing at 1:30 o'clock P. M., the following described real estate, to wit:

FIRST

ALL that tract of land or farm, herein called "Parcel A of the tracts of land or farms of the late Isaac Hayden, deceased", situate, lying and being in the Second and Sixth Election Districts of Queen Anne's County, State of Maryland, at Hayden on the Pennsylvania Railroad, on both sides of said railroad, on the left side of the public road leading from Church Hill to Hayden and on both sides of the public roads leading from Price, Ingleside and Hope to Hayden, and containing 239.57 acres of land, more or less, exclusive of the right-of-way of said railroad. IMPROVEMENTS consist of a dwelling, barns and necessary outbuildings in good condition.

SECOND

ALL that tract of land or farm, herein called "Parcel B of the tracts of land or farms of the late Isaac Hayden, deceased", situate, lying and being in the Second and Sixth Election Districts of Queen Anne's County, State of Maryland, near Hayden on the Pennsylvania Railroad, on the easterly side of said railroad and on both sides of the public road leading from Hayden to Ingleside and containing 217.85 acres of land, more or less, exclusive of the right-of-way of said railroad. IMPROVEMENTS consist of a dwelling, barn and necessary outbuildings in good condition.

THIRD

ALL that lot or parcel of land, situate, lying and being on the westerly side of Commerce Street, in the town of Centreville, in Queen Anne's County, State of Maryland, containing 5,120 square feet of land, more or less. IMPROVEMENTS consist of a two-story frame dwelling in good condition.

TERMS OF SALE- (as prescribed by decree): One-third of the purchase money in cash on day of sale and the remainder in two equal installments, payable respectively in one and two years from day of sale, or all cash, at option of the purchaser, the credit payments to bear interest from day of sale, and

to be secured to the satisfaction of the Trustees. Further particulars will be made known on day of sale.

WILLIAM R. HORNEY,  
J. RICHARD JONES,  
Trustees.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 9, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale in the case of Alfred C. Hayden, infant, et al., vs. L. Tilghman Hayden, et al a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 13th day of May, 1937, being more than twenty days before the eighth day of June 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed June 17th, 1937.

N I S I

Alfred C. Hayden, Infant, &c., et. al.	)	IN THE CIRCUIT COURT
	)	
	)	FOR QUEEN ANNE'S COUNTY
VS	)	IN EQUITY.
	)	
L. Tilghman Hayden, et. al.	)	CHANCERY No. 3080.

ORDERED, This 16th day of June A. D., 1937, that the sale of the real estate made and reported in this cause by William R. Horney and J. Richard Jones, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of August 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 17th. day of July next.

The Report states the amount of sales to be \$10200.00

William H. Carter Clerk.

Filed June 16th, 1937.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed Aug. 19, 1937.

N I S I

ALFRED C. HAYDEN, Infant  
&c., et. al.  
vs.  
L. TILGHMAN HAYDEN, et. al.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3080.

ORDERED, This 16th day of June A. D., 1937, that the sale of the real estate made and reported in this cause by William R. Horney and J. Richard Jones, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of August 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 17th day of July next.

The Report states the amount of sales to be \$10200.00.

WILLIAM H. CARTER, Clerk.

True Copy-

Test:

WILLIAM H. CARTER, Clerk.

Filed June 16th, 1937.



By Anna B. Hayden to the extent of one undivided fifteenth (1/3 of 1/5) part.

I have stated the within account between the proceeds of the sales of this cause and the trustees appointed to make the sales by charging the trustees with the amount of the gross sales made by them and by then allowing thereout to the trustees as follows: their commissions on the amount of the sales, their court costs, their costs of advertising notices of sales and the several orders nisi of the cause, their auctioneer and surveyor's charges, the cost of their bond and the fee of the auditor.

The amount of the gross sales so charged in the within account remaining after the allowances above set forth constitute the net proceeds of the sales for distribution among the said owners of the land sold, and is by the within account distributed unto the owners named above according to their several rights in the land as set forth above.

As to Claim of Anna B. Hayden versus Alfred C. Hayden, jr.

These parties are the plaintiffs filing the bill of complaint. They inherited from Alfred C. Hayden who died in 1935 these shares in the land sold herein above mentioned.

The bill states (paragraph 5) that the personal estate of the deceased Alfred C. Hayden was insufficient to pay all the claims filed against the estate in full and Anna B. Hayden advanced for the payment of those claims \$617.66 and that this sum is still due to her as will appear from a "Certificate of Insufficiency" filed with the bill which speaks for itself. Anna B. Hayden in the bill asks for the payment of said sum out of the proceeds of sales of the land before distribution of proceeds of sale to her and Alfred C. Hayden, her son.

In the testimony (Answer 22) she states that she advanced the sum of money above mentioned as administratrix of her husband. This claim is equivalent to asking the court to pay unto her out of the proceeds of the sales of this cause belonging to her infant son two thirds of the sum claimed to have been over paid.

The infant son is not a party defendant and there has been no one appointed to defend this claim for him. There is no proof by documents to show that she was ever appointed administratrix of her husband's estate nor that her overpayment so claimed was in payment of debts properly proven or proper costs (no copies of any administration account or of inventories has been filed).

The decree of this cause appears to be one for sale of the land for purpose of partition only, and there is made therein no mention of the payment of any claim against Alfred C. Hayden, junior, in favor of Anna B. Hayden.

The auditor therefor does not feel he can allow her claim against the infant, Alfred C. Hayden, junior, and to allow her any part of her claim out of her own share of the sales would be useless, as she is allowed her full share of the net sales which includes her part of her claim.

To the said Alfred C. Hayden, junior, is allowed his full share of the net sales and as this money so allowed is still in the court, Anna B. Hayden can proceed against the sale by filing against her son and his share of the sale a bill in the nature of a creditor's bill for the re-inbursement to her of that part of the overpayment due by her son. Such a proceeding will be according to the practice of this court, while her proceeding against her son in this cause is not in accordance with the practice of this court.

Which is respectfully submitted.

MADISON BROWN  
Auditor.

September 28, 1937.

Filed September 29th, 1937.

Cause No. 3080.

The proceeds of the sales of the real estate of L. Tilghman Hayden, Sarah C. Downes, Anna B. Hayden, Alfred C. Hayden, Richard Parker, Geoffrey Pierre Parker, sold in this cause, in account with William R. Horney and J. Richard Jones, trustees appointed by the decree of this cause to sell said real estate.

1937	CR.	
June		
8		By amount of the gross sales of said real estate
		per report of said trustees filed, to wit: . . . . . \$10,200.00
" "	DR.	
		To William R. Horney and J. Richard Jones, trustess,
		for their commissions for making the sale
		per rule of court, to wit: . . . . . \$ 453.00
		To do., for the court costs of this cause as
		set out in Clerk's Bill of Costs, as
		follows:



Cost of Wm. H. Carter, clerk	\$45.65	
Appear. fee of Wm. R. Horney,	10.00	
Appear. fee of J. Richard Jones,	10.00	
Costs of T. H. Everett, sheriff	1.50	
Costs of Register of Wills of Dorchester County,	.75	
Costs of Register of Wills of Queen Anne's County,	4.00	
Costs of H. B. W. Mitchell, examiner,	16.00	
Costs of witnesses before examiner,	3.00	
Fee of Hilda T. Seward, guardian ad litem,	4.00	
Total Court costs . . . . .	<u>\$94.90</u>	94.90
To do., for the costs of their bond filed herein paid the corporate surety thereon per receipt for same exhibited, the sum of . . . . .		64.00
To do., for the charges of J. E. Anthony, their auctioneer, at the sales made, the sum of . . . . .		35.00
To do., for costs of advertising in county newspaper, costs of notice of sales, \$42.75 costs of order nisi on sales, 5.00 the sum of . . . . .	<u>\$47.75</u>	<u>47.75</u>
To amounts carried forward . . . . .	\$ 694.65	\$10,200.00

Cause No. 3080.

	DR.	CR.
By amounts brought forward . . . . .	\$694.65	\$10,200.00

DR.

To William R. Horney and J. Richard Jones, trustees, for costs of advertising the order nisi to be passed as to this audit, the sum of . . . . .		3.50
To do., for the charges of William T. Henry for making a survey for the trustees' sale, per his account for same exhibited, the sum of . . . . .		.25.00
To Madison Brown, auditor, for stating this account, the sum of . . . . .		<u>22.50</u>
To balance, being net sales. . . . .	<u>\$745.65</u>	<u>9,454.35</u>
	\$10,200.00	\$10,200.00

September 28, 1937.

MADISON BROWN  
Auditor.

Cause No. 3080.

DISTRIBUTION AMONG OWNERS.

CR.

By balance brought forward, to wit: . . . . . \$9,454.35

DR.

To L. Tilghman Hayden, 2/5 of the above balance, to wit:	\$3,781.74
To Sarah C. Downes, 1/5 of the above balance, to wit:	1,890.87
To Richard Parker, 1/2 of 1/5 of above balance, to wit:	945.44
To Geoffrey Pierre Parker, infant, 1/2 of 1/5 of above balance, to wit:	945.43



The petition of Anna B. Hayden, Guardian of Alfred C. Hayden, infant, respectfully represents:-

FIRST. That, as shown by exemplification of letters of guardianship hereto annexed as a part hereof, she is the duly appointed and acting Guardian of Alfred C. Hayden, infant son of Alfred C. Hayden, deceased.

SECOND. That the said Alfred C. Hayden, infant, is entitled to a distributive share of the proceeds of sale of the real estate sold in these proceedings, and is also entitled to a part of the interest collected on the deferred payment of the purchase money of the said real estate.

THIRD. That, as such Guardian, she desires to have paid over unto her, whatever sum or sums of money may be distributed to the said Alfred C. Hayden, infant, out of the proceeds of sale and the interest on the deferred payment of the purchase money of the property sold in these proceedings.

Your petitioner, therefore, prays this Honorable Court to pass an order authorizing and directing William R. Horney and J. Richard Jones, Trustees in the above entitled case, to pay over unto your petitioner, as Guardian of the said Alfred C. Hayden, infant, whatever sum or sums may be distributed to the said Alfred C. Hayden, infant, out of the proceeds of sale of the real estate sold in these proceedings, and the interest collected on the deferred payment of the purchase money of the said real estate.

And, as in duty bound, etc.

J. RICHARD JONES  
Solicitor for Petitioner.

ANNA B. HAYDEN  
Guardian of Alfred C. Hayden  
Infant.

STATE OF PENNSYLVANIA, CHESTER COUNTY, TO WIT:

I hereby certify, that on this 23rd day of September, 1937, before the subscriber, a Notary Public of the State of Pennsylvania, in and for Chester County aforesaid, personally appeared Anna B. Hayden, Guardian of Alfred C. Hayden, infant, who made oath in due form of law that the matters and things set forth in the foregoing petition, are true and bona fide as therein stated.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year above written.

SARA SUE HUMPTON  
Notary Public.

NOTARY PUBLIC  
My Commission Expires May 11, 1940

Filed Nov. 10, 1937.

Notary  
Public  
Seal.

THE STATE OF MARYLAND

DORCHESTER COUNTY, TO-WIT:

THE SUBSCRIBER, REGISTER OF WILLS FOR DORCHESTER COUNTY, doth hereby certify, that it appears by the Records in his Office, that on the 15th day of October in the year of our Lord, one thousand nine hundred and thirty five. Anna B. Hayden was appointed by the Orphans' Court for Dorchester County, GUARDIAN to Alfred C. Hayden infant Son of Alfred C. Hayde Deceased;

And that the said Anna B. Hayden being then, and there, present in said Court, accepted of the said Guardianship, and gave Bond, with securities, who were approved by the said Court, for the faithful performance of her duty as Guardian to the said Alfred C. Hayden.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the said Court, this 13th day of July in the year of our Lord nineteen hundred and thirty-six.

Seal's  
Place.

RUSSELL P. SMITH  
Register of Wills for Dorchester  
County.

Filed Nov. 10, 1937.

CERTIFICATE OF PUBLICATION  
OF NISI RATIFICATION OF AUDIT  
Filed Nov. 10, 1937.

## NISI RATIFICATION OF AUDIT

ALFRED C. HAYDEN, Infant, and  
ANNA B. HAYDEN, Plaintiffs  
vs.  
L. TILGHMAN HAYDEN, et, al.  
DEFENDANTS.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3080.

ORDERED, This 29th day of September in the year nineteen hundred and thirty-seven 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 30th day of November, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 30th day of October, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.  
True Copy-  
Test:  
WILLIAM H. CARTER, Clerk.  
Filed September 29th, 1937.

## QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. November 10 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Alfred C. Hayden infant and Anna B. Hayden, Plaintiffs vs. L. Tilghman Hayden, et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 30th day of Sept., 1937, being more than two weeks before the 30th day of October, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Nov. 10, 1937.

## Clerk's Certificate

Alfred C. Hayden, infant,  
etc., et al.

vs.

L. Tilghman Hayden,  
et al.

In the Circuit Court

for

Queen Anne's County,

in Equity,

Chy. No. 3080.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 29th day of Sept., 1937, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 10th of November, 1937.

Seal's  
Place.

WILLIAM H. CARTER Clerk.

CERTIFICATE OF PUBLICATION  
OF NISI RATIFICATION OF AUDIT  
Filed Nov. 15, 1937.

## NISI RATIFICATION OF AUDIT

ALFRED C. HAYDEN, Infant, and  
ANNA B. HAYDEN, Plaintiffs  
vs.  
L. TILGHMAN HAYDEN, et al.  
DEFENDANTS

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3080.

ORDERED, This 4th day of October in the year nineteen hundred and thirty-seven 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 28th day of October, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of October, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.  
True Copy-  
Test:  
WILLIAM H. CARTER, Clerk.  
Filed September 29th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Nov. 15 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Alfred C. Hayden, Infant and Anna B. Hayden, Plaintiff vs. L. Tilghman Hayden, et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 7th day of Oct. 1937, being more than two weeks before the 21st day of Oct. 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Nov. 15th, 1937.

ORDER OF COURT  
Filed Nov. 19, 1937.

ALFRED C. HAYDEN, infant, etc.,  
et al.,

vs.

L. TILGHMAN HAYDEN, ET AL.

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

Cause No. 3080.

ORDERED, this 17th day of November, 1937, 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 case to the contrary thereof having been shown, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed thereon in this cause; and the trustees, William R. Horney and J. Richard Jones, are hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said trustees, except those parts of the proceeds of sales which are distributed to the infants therein mentioned, which said parts of said proceeds of sale so as aforesaid distributed to said infants are directed to be held by said trustees pending the further order of this Court.

J. OWEN KNOTTS  
Judge

Filed Nov. 19th, 1937.

ORDER OF COURT  
Filed Nov. 19, 1937.

The foregoing petition, exemplification and affidavit, having been read and by the Court considered, it is thereupon this 17th day of October, 1937, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, ordered that William R. Horney and J. Richard Jones, Trustees in the above entitled case, be, and they are hereby, authorized and directed to pay over unto Anna B. Hayden, Guardian of Alfred C. Hayden, infant, whatever sum or sums may be distributed to the said Alfred C. Hayden, infant, out of the proceeds of sale of the real estate sold in these proceedings, as well as a part of the interest collected,

on the deferred payment of the purchase money of such property.

J. OWEN KNOTTS  
JUDGE

Filed Nov. 19th, 1937.

PETITION OF GUARDIAN OF GEOFFREY  
PIERRE PARKER TO HAVE PROCEEDS  
OF SALE DUE INFANT PAID TO GUARDIAN  
Filed Dec. 10, 1937.

ALFRED C. HAYDEN, infant, etc.,  
et al.,

vs.

L. TILGHMAN HAYDEN, et al.

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

Cause No. 3080.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard Parker, Guardian to Geoffrey Pierre Parker, infant, unto your Honors, respectfully shows:

1. That on the 4th day of April, 1931, your Petitioner was appointed Guardian to Geoffrey Pierre Parker, infant, by the Orphans' Court of Baltimore City and qualified as such, and gave bond, with securities who were approved of by said Court, in the penalty of Thirty Thousand Dollars (\$30,000.00), as will appear by reference to the certificate of appointment filed herewith as a part hereof.

2. That in the Report and Account of the Auditor filed among the proceedings in this cause there is awarded and allotted unto the said Geoffrey Pierre Parker, infant, the sum of Nine Hundred Forty Five Dollars and Forty Three Cents (\$945.43).

3. That your Petitioner is advised that he is entitled to have said sum of money paid into his hands as Guardian to said infant.

Your Petitioner, therefore, prays this Honorable Court to pass an order authorizing, directing and empowering William R. Horney and J. Richard Jones, the Trustees in this cause, to pay over said sum of money into the hands of your Petitioner as Guardian upon the execution by him of a release duly executed agreeably to law.

And as in duty bound, etc.,

RICHARD PARKER,  
Guardian to Geoffrey Pierre Parker

STATE OF NEW YORK, )  
WESTCHESTER COUNTY, ) TO WIT:

I HEREBY CERTIFY that on this 8th day of December, 1937, before me, the subscriber, a Notary Public of the State of New York in and for Westchester County aforesaid, personally appeared Richard Parker, Guardian to Geoffrey Pierre Parker, infant, and made oath, in due form of law, that the matters and facts stated in the foregoing Petition are true as therein set forth, to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

\_\_\_\_\_  
Notary Public.

Filed Dec. 10th, 1937.

NOTARY PUBLIC  
WESTCHESTER COUNTY  
CERTIFICATE FILED  
REGISTERS OFFICE  
Commission Expires Mar. 30, 1939.

THE STATE OF MARYLAND

BALTIMORE CITY, Sc.

THE SUBSCRIBER, Register of Wills for Baltimore City, doth hereby certify, that it appears by the Records in his Office that on the 4<sup>th</sup> day of April in the year of our Lord one thousand nine hundred and thirty one Richard Parker was appointed by the ORPHANS' COURT OF BALTIMORE CITY, GUARDIAN to Geoffrey Pierre Parker, Born June 2<sup>nd</sup> 1925 Infant Child of Helen H. Parker Deceased, and the said Richard Parker being then and there present in said Court, accepted of the said Guardianship, and gave Bond, with securities who were approved of by the said Court, for the faithful performance of his duty as Guardian to the said Geoffrey Pierre Parker in the penalty of \$30,000.00 and that said letters are at this date in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this 22<sup>nd</sup> day of April in the year of our Lord one thousand nine hundred and thirty-seven.

Seal's  
Place.

TEST:

JOHN H. BOUSE  
Register of Wills for Baltimore City.

MARYLAND, SCT:

I, PHILIP L. SYKES, Chief Judge of the Orphans' Court of Baltimore City, in the State aforesaid, do certify that the foregoing Attestation of JOHN H. BOUSE, Register of Wills for said City, is in due form, and by the proper officer.

Given under my hand, at the City of Baltimore, this 22<sup>nd</sup> day of April in the year of our Lord one thousand nine hundred and thirty-seven.

PHILIP L. SYKES

STATE OF MARYLAND, Baltimore City, Sct.

I, JOHN H. BOUSE, Register of Wills for Baltimore City, do hereby certify that the Honorable PHILIP L. SYKES, by whom the above certificate was given, and who hath hereto subscribed his name, was at the time of so doing, Chief Judge of the Orphans' Court of Baltimore City, duly elected, commissioned and qualified.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said court, this 22<sup>nd</sup> day of April in the year of our Lord one thousand nine hundred and thirty seven.

TEST:

Seal's  
Place.

JOHN H. BOUSE  
Register of Wills for  
Baltimore City.

Filed Dec. 10th, 1937.

ORDER OF COURT  
Filed Dec. 17-1937.

ORDER OF COURT

Upon the foregoing Petition and the Certificate of Appointment accompanying the same, IT IS ORDERED, this 14<sup>th</sup> day of December, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that William R. Horney and J. Richard Jones, the Trustees in the above entitled cause, be and they are hereby authorized, directed and empowered to pay over into the hands of Richard Parker, Guardian to Geoffrey Pierre Parker, infant, the sum of money awarded and allotted to him in the Report and Account of the Auditor filed among the proceedings in this cause upon the delivery unto them by the said Richard Parker, Guardian as aforesaid, of a release duly executed agreeably to law.

J. OWEN KNOTTS  
Judge.

Filed Dec. 17- 1937.





## CAUSE NO. 3112.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-third day of December, in the year nineteen hundred and thirty six, the following Bill of Complaint was filed for record, to wit:-

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fants, and  
WILLIAM H. CARTER and  
OLIVIA C. CARTER, his wife,  
Plaintiffs,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants,  
Defendants.

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

Cause No. 3112.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining, say:

1. That your oratrix, Ruth F. Price, was appointed Guardian to Sterling Foster Price and Virginia Sears Price, infants, by an order of the Orphans' Court of Queen Anne's County, passed on the 21st day of January, 1930, and has duly qualified as such Guardian, and she files herewith, as a part hereof, a certified copy of her letters of guardianship, marked "Exhibit A".
2. That the said infants are seized and possessed in fee simple, in equal shares, as tenants in common, among other real estate, of a lot or parcel of land, known as the "Margaret K. Brown Property", situate, lying and being in the town of Centreville, Queen Anne's County, State of Maryland, on the corner of Liberty Street and Elm Street, bounded on the north by Elm Street, on the east by the property of William L. Holton, on the south by the property of J. Lemuel Roberts and on the west by Liberty Street, which said lot or parcel of land is particularly described in the deed from William R. Horney, Assignee of Mortgage and Vendor, to the said Sterling Foster Price and Virginia Sears Price, bearing date the 29th day of January, 1935, and recorded in Liber W. H. C. No. 1-A, folios 11, etc., a land record book for Queen Anne's County aforesaid, a certified copy of which said deed is filed herewith as a part hereof, and is marked "Exhibit B".
3. That said lot or parcel of land and the dwelling thereon is now producing practically no net income and never has produced any appreciable amount of net income, and the dwelling thereon, being in a poor state of repair, a large outlay of money for repairs is needed in order to put the same in a proper state of repair to be rented to an advantage.
4. That it would be for the benefit and advantage of the said infants to sell the said lot or parcel of land, and to invest the proceeds thereof in some productive fund for their benefit.
5. That said Guardian, deeming it to be to the interest and advantage of said infants, entered into a contract of sale, for and in behalf of said infants, agreeing to sell said lot or parcel of land and dwelling, unto your orators, William H. Carter and Olivia C. Carter, his wife, as tenants by the entireties, subject to the approval and ratification of such sale by this Court, at and for the sum of Three Thousand Dollars (\$3,000), the terms of said sale being fully set forth in the written contract of sale thereof, which was executed on the 17th day of December, 1936, in duplicate, one of the originals thereof being filed herewith as a part hereof, and is marked "Exhibit C".
6. That the said Ruth F. Price is an adult and resides in Queen Anne's County aforesaid.
7. That the said William H. Carter and Olivia C. Carter, his wife, are adults and reside in Queen Anne's County aforesaid.
8. That the said Sterling Foster Price is an infant under the age of twenty one years and resides in Queen Anne's County aforesaid, but is, at present, attending the Virginia Polytechnic Institute in the State of Virginia.
9. That the said Virginia Sears Price is an infant under the age of twenty one years and resides with her mother, the said Ruth F. Price, in Queen Anne's County aforesaid.

TO THE END THEREFORE:

(1) That the said lot or parcel of land and dwelling may be sold, and the proceeds thereof re-invested in some productive fund for the benefit of said infants.

(2) That the said contract of sale hereinbefore mentioned may be confirmed and ratified by this Honorable Court.

(3) That a trustee may be appointed by this Honorable Court to convey said lot or parcel of land and dwelling unto the said William H. Carter and Olivia C. Carter, his wife, as tenants by the entireties, vendees, their heirs and assigns, after the payment in full of the purchase price, by a good and sufficient deed conveying the fee simple title of, in and to said lot or parcel of land and dwelling free, clear and discharged of the rights of all the parties to this bill of complaint and to said contract of sale.

(4) That the said trustee may be vested with the power and authority to collect and receive said purchase money and bring the same into this Honorable Court to be invested under its order and direction.

(5) 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 Sheriff of Queen Anne's County against the said Sterling Foster Price and Virginia Sears Price, infants, commanding them, and each of them, to be and 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 bound, etc.,

RUTH F. PRICE  
Guardian of Sterling Foster Price  
and Virginia Sears Price, infants.

WILLIAM H. CARTER

OLIVIA C. CARTER  
Plaintiffs.

Filed December 23rd, 1936.

EXHIBIT A

Filed December 23, 1936.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I, Norman S. Dudley 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 21st day of January A. D., nineteen hundred and thirty that Ruth F. Price was appointed Guardian of Sterling Foster Price and Virginia Sears Price, infant children of Sterling Price late of Queen Anne's County, deceased, after she had entered into bond with approved security for the due performance thereof, according to law, and after she had taken the oath by law required of her.

In Testimony Whereof, I Norman S. Dudley Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court for Queen Anne's County, this 22nd day of December nineteen hundred and thirty six.

Seal's  
Place.

NORMAN S. DUDLEY  
Register of Wills for Queen Anne's  
County.

EXHIBIT B

Filed December 23, 1936.

#16,940. QUEEN ANNE'S COUNTY, TO WIT: BE IT REMEMBERED THAT on the Thirtieth day of January, in the year nineteen hundred and thirty five, the following Deed was brought to be recorded, to wit:

THIS DEED, made this 29th day of January, in the year nineteen hundred and thirty five, by William R. Horney, of Queen Anne's County, State of Maryland, Assignee of Mortgage and vendor;

WHEREAS, by virtue and in execution of the power of sale contained in the mortgage from Margaret K. Brown to Howard E. Price, Trustee of E. Sterling Price, bearing date the 15th day of January, 1927, and recorded in Liber B. H. T. No. 6, folios 295, etc., a land record book for Queen Anne's County aforesaid, which said mortgage was mesne assignments duly assigned to the said William R. Horney, which said assignments of said mortgage are recorded among said land records at the foot of said mortgage, the said William R. Horney, as Assignee

of said mortgage as aforesaid, after default had occurred under the said mortgage and after due public notice of sale, and after having filed his bond in the Circuit Court for Queen Anne's County in Equity, did, on the 23rd day of October, 1934, sell at public sale the real estate hereinafter described and conveyed, being all the real estate mentioned in and granted by said mortgage, unto Sterling Foster Price and Virginia Sears Price, infants, of Queen Anne's County aforesaid, by and through Ruth F. Price, their legal Guardian, acting on their behalf, they being then and there the highest bidder therefor, at and for the sum of Three Thousand Dollars (\$3,000.00), and the said sale, having been reported to the said Circuit Court for Queen Anne's County in Equity, in the cause in said Court entitled "William R. Horney, Assignee of Mortgage, vs Margaret K. Brown, Mortgagor", being Cause No. 3011 on the Chancery Docket of said Court, was by the said Court, after order nisi and the due publication thereof, finally ratified and confirmed by its order passed in said cause on the 19th. day of January, 1935;

AND WHEREAS, the said Sterling Foster Price and Virginia Sears Price, having fully paid the said purchase money therefor, are entitled to a deed of conveyance of the said real estate;

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and of the said sum of Three Thousand Dollars (\$3,000.00), the receipt of which is hereby acknowledged, the said William R. Horney, Assignee of Mortgage and Vendor, does hereby grant and convey unto the said Sterling Foster Price and Virginia Sears Price, as tenants in common, their heirs and assigns, in fee simple, the following described real estate (being the real estate sold unto them as aforesaid) and all the right, title, interest and estate therein of all the parties to the aforesaid mortgage and to the aforesaid Chancery Cause No. 3011, to wit:

ALL that lot or parcel of land, known as the "Margaret K. Brown Property", situate, lying and being in the town of Centreville, Queen Anne's County, State of Maryland, on the southwest corner of Liberty Street and Elm Street, and being bounded on the north by Liberty Street, on the east by Elm Street, on the south by the property of William L. Holton and on the west by the property of J. Lemuel Roberts; being the same and all of the land described in and granted and conveyed by the aforesaid mortgage, and being a part of the same land which was granted and conveyed unto the said Margaret K. Brown by the Trustees of the Methodist Protestant Church at Centreville, in Queen Anne's County, State of Maryland, by deed bearing date the 24th day of March, 1890, and recorded in Liber W. D. No. 4, folios 176, etc., a land record book for Queen Anne's County aforesaid, and by the deed from Elizabeth A. Turpin, bearing date the 16th day of October, 1895, and recorded in Liber W. H. C. No. 3, folios 316, etc., a land record book for Queen Anne's County aforesaid.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

WITNESS THE HAND AND SEAL OF THE SAID GRANTOR, the day and year first above written:

WILLIAM R. HORNEY (SEAL)  
Assignee of Mortgage and Vendor.

TEST: HILDA T. SEWARD

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

I HEREBY CERTIFY that on this 29th day of January, in the year nineteen hundred and thirty five, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William R. Horney, Assignee of Mortgage and Vendor, and acknowledged the foregoing DEED to be his act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary  
Public  
Seal.

HILDA T. SEWARD  
Notary Public.

One-Three Dollar Int. Rev.  
Stamp. Endorsed S. F. P.  
V. S. P. 1/29/35.

I hereby certify that the foregoing was duly taken and copied from Liber, W. H. C. No. 1 A. Folio 11, one of the land record Books for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the Seal of The Circuit Court for Queen Anne's County, this 15th. day of January, in the year 1937.

Seal's  
Place.

WILLIAM H. CARTER  
Clerk.

EXHIBIT C  
Filed December 23, 1936.

THIS CONTRACT OF SALE, made this 17th day of December, 1936, by and between Sterling Foster Price and Virginia Sears Price, infants, by Ruth F. Price, their mother and legal Guardian, all of Queen Anne's County, State of Maryland, parties of the first part, and William H. Carter and Olivia C. Carter, his wife, of Queen Anne's County aforesaid, parties of the second part;

WHEREAS, the said Sterling Foster Price and Virginia Sears Price, infants, are seized and possessed in fee simple, in equal shares, as tenants in common, among other real estate, of the lot or parcel of land hereinafter fully described;

AND WHEREAS, the said lot or parcel of land is now producing no net income and never has produced any net income, and the dwelling, being in a poor state of repair, a large outlay of money for repairs is needed in order to put the same in a paper state of repair to be rented to an advantage;

AND WHEREAS, it is deemed by said Ruth F. Price, Guardian as aforesaid, to be for the benefit and advantage of said infants to sell the said real estate, and to invest the proceeds thereof in some productive fund for their benefit;

AND WHEREAS, the said Guardian, so as aforesaid deeming it to be for the benefit and advantage of said infants to sell the said real estate, has agreed to sell unto the said William H. Carter and Olivia C. Carter, his wife, as tenants by the entireties, at and for the sum of Three Thousand Dollars (\$3,000), upon the terms and conditions hereinafter set forth, all that lot or parcel of land described as follows, to wit:

ALL that lot or parcel of land, known as the "Margaret K. Brown Property", situate, lying and being in the Town of Centreville, Queen Anne's County, State of Maryland, on the corner of Liberty Street and Elm Street, and being bounded on the north by Elm Street, on the east by the property of William L. Holton, on the south by the property of J. Lemuel Roberts and on the west by Liberty Street; being the same land which was granted and conveyed unto the said Sterling Foster Price and Virginia Sears Price, as tenants in common, by William R. Horney, Assignee of Mortgage and Vendor, by deed bearing date the 29th day of January, 1935, and recorded in Liber W. H. C. No. 1-A, folios 11, etc., a land record book for Queen Anne's County aforesaid.

NOW, THEREFORE, in consideration of the said sum of Three Thousand Dollars (\$3,000), to be paid as hereinafter set forth, the said Ruth F. Price, Guardian as aforesaid, for and in behalf of the said Sterling Foster Price and Virginia Sears Price, infants, does hereby agree to sell unto the said William H. Carter and Olivia C. Carter, his wife, as tenants by the entireties, and the said William H. Carter and Olivia C. Carter, his wife, do hereby agree to purchase from the said infants, subject to the approval and ratification of such sale by the Circuit Court for Queen Anne's County in Equity, the lot or parcel of land hereinbefore described.

The aforesaid sum of Three Thousand Dollars (\$3,000) is to be paid as follows: the sum of Three Hundred Dollars (\$300) thereof to be paid in cash upon the execution and delivery of this contract of sale, the receipt of which is hereby acknowledged, and the balance thereof, to wit: the sum of Twenty Seven Hundred Dollars (\$2,700) is to be paid in cash upon the final ratification of the sale (under this contract of sale) by the said Circuit Court for Queen Anne's County in Equity.

Possession of said real estate shall be given on the 1st day of January, 1937, and the said William H. Carter and Olivia C. Carter, his wife, shall be entitled to collect the rents therefrom from and after said date.

All state, county and town taxes, (including water rents), shall be adjusted as of the said 1st day of January, 1937, and all premiums for fire insurance covering the buildings on said real estate shall be adjusted as of the said 1st day of January, 1937.

The chancery proceeding to procure the ratification of this sale by said Circuit Court for Queen Anne's County in Equity shall be brought in the name of Ruth F. Price, Guardian to Sterling Foster Price and Virginia Sears Price, infants, and William H. Carter and Olivia C. Carter, his wife, as plaintiffs, against the said Sterling Foster Price and Virginia Sears Price, infants, as defendants.

All costs and expenses incident to the said chancery proceeding, including the usual commissions allowed trustees for selling real estate under a decree of the Circuit Court for Queen Anne's County in Equity, shall be borne by the vendors and shall be deducted from the proceeds of sale.

And it is understood that William R. Horney, of Queen Anne's County aforesaid, shall receive the initial payment of Three Hundred Dollars (\$300) and deposit the same to his credit as trustee in the case of "Price vs. Price", No. 2, in The Centreville National Bank of Maryland, subject to the future order of the said Circuit Court for Queen Anne's County in Equity.

WITNESS the hands and seals of the parties hereto to this CONTRACT OF SALE, executed in duplicate, the day and year first above written:

TEST: (as to all parties).	STERLING FOSTER PRICE, by RUTH F. PRICE (SEAL) His mother and legal Guardian
WM. R. HORNEY	VIRGINIA SEARS PRICE, by RUTH F. PRICE (SEAL) Her mother and legal Guardian, Vendors.
	WILLIAM H. CARTER (SEAL)
	OLIVIA C. CARTER (SEAL) Purchasers.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER  
Filed Dec. 28, 1936.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Sterling Foster Price, 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 January next, to answer the complaint of Ruth F. Price, Guardian to Sterling Foster Price and Virginia Sears Price Infants, and William H. Carter and Olivia C. Carter, his wife, against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the First Monday of December, 1936.  
Issued the 22nd., day of December, 1936.

WILLIAM H. CARTER Clerk.

Harper and Horney  
Solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of January next, being the Return Day.

WILLIAM H. CARTER Clerk.

And on the back of the foregoing subpoena was thus endorsed, to wit:

I HEREBY CERTIFY that I served the within subpoena upon Sterling Foster Price, infant, by reading the same to him and by leaving a copy thereof with him and a copy thereof with Ruth F. Price, his mother and legal guardian, this 26th day of December, 1936:

T. HERBERT EVERETT  
Sheriff for Queen Anne's County.

Filed Dec. 28th, 1936.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER  
Filed Dec. 28, 1936.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Virginia Sears, Price, Infant.

Seal's  
Place.

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 January next, to answer the complaint of Ruth F. Price, Guardian to Sterling Foster Price Virginia Sears Price, Infants, and William H. Carter and Olivia C. Carter against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the First Monday of December 1936  
Issued the 23rd., day of December 1936.

WILLIAM H. CARTER Clerk.

Harper and Horney  
Solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of January next, being the Return Day.

WILLIAM H. CARTER Clerk.

And on the back of the foregoing subpoena was thus endorsed, to wit:

I HEREBY CERTIFY that I served the within subpoena upon Virginia Sears Price, infant, by reading the same to her and by leaving a copy thereof with her and a copy thereof with Ruth F. Price, her mother and legal guardian, this 26th day of December, 1936:

T. HERBERT EVERETT  
Sheriff for Queen Anne's County.

Filed Dec. 28, 1936.

PETITION FOR APPOINTMENT  
OF A GUARDIAN AD LITEM.  
Filed Jan. 15th, 1937.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fants, and  
WILLIAM H. CARTER and  
OLIVIA C. CARTER, his wife,  
Plaintiffs,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants,  
DEFENDANTS.

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

Cause No. 3112.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ruth F. Price, Guardian to Sterling Foster Price and Virginia Sears Price, infants, and William H. Carter and Olivia C. Carter, his wife, Plaintiffs in the above entitled cause, unto your Honors, respectfully sets forth:

1. That as will appear by reference to the Bill of Complaint filed in this cause, the Defendants to said Bill of Complaint, to wit: Sterling Foster Price and Virginia Sears Price, are infants under the age of twenty one years.

2. That the writs of subpoena heretofore issued in this cause against the said Sterling Foster Price and Virginia Sears Price, infants, have been duly served according to law upon the said infants as will appear from the returns of the Sheriff of Queen Anne's County endorsed on the said writs of subpoena and filed in this cause on the 28th day of December, 1936.

3. That your Petitioners are advised that because of the infancy of the said Sterling Foster Price and Virginia Sears Price it is necessary that a Guardian Ad Litem be appointed by this Honorable Court, to answer and defend this suit for the said infants.

Your Petitioners, therefore, pray this Honorable Court to pass an order appointing some suitable person within the jurisdiction of this Court Guardian Ad Litem for the said Sterling Foster Price and Virginia Sears Price, infants, with instructions to said Guardian Ad Litem to answer and defend the said suit for said infants.

Respectfully submitted,

HARPER & HORNEY  
Solicitors for Petitioners.

Filed Jan. 15th, 1937.

ORDER OF COURT  
Filed Jan. 15, 1937.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 15th day of January, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that Hilda T. Seward, of Queen Anne's County, State of Maryland, be and she is hereby appointed Guardian Ad Litem of Sterling Foster Price and Virginia Sears Price, infants, with instructions to her to answer and defend the suit instituted against the said infants by the Bill of Complaint filed in the above entitled cause.

THOS. J. KEATING

Filed Jan. 15th, 1937.

ANSWER OF GUARDIAN AD LITEM  
Filed Jan. 23, 1937.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fants, and  
WILLIAM H. CARTER and  
OLIVIA C. CARTER, his wife,  
Plaintiffs,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants,  
Defendants.

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

Cause No. 3112.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Sterling Foster Price and Virginia Sears Price, infants under the age of twenty one years, by Hilda T. Seward, their Guardian Ad Litem, to the Bill of Complaint of Ruth F. Price, Guardian to Sterling Foster Price and Virginia Sears Price, infants, and William H. Carter and Olivia C. Carter, his wife, exhibited against them in the above entitled cause, says:

That these Defendants cannot admit any of the matters and things alleged in said Bill of Complaint, and being infants of tender years, submit their rights to the protection of this Honorable Court.

HILDA T. SEWARD  
Guardian Ad Litem

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

I HEREBY CERTIFY that on this 23rd day of January, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Hilda T. Seward, the above named Guardian Ad Litem for Sterling Foster Price and Virginia Sears Price, infants, and made oath, in due form of law, that the matters and things stated in the foregoing ANSWER are true, to the best of her knowledge and belief.

WILLIAM H. CARTER  
Clerk.

Filed Jan. 23rd, 1937.

NOTICE TO EXAMINER OF DESIRE  
TO TAKE TESTIMONY  
Filed Jan. 23, 1937.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, infants,  
and  
WILLIAM H. CARTER and  
OLIVIA C. CARTER, his wife,  
Plaintiffs,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants,  
Defendants.

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

Cause No. 3112.

TO H. B. W. MITCHELL, EXAMINER FOR THE COURT:

You are hereby notified that the Plaintiffs in this cause desire to take testimony in support of the allegations contained in the Bill of Complaint filed therein, that a time be set by you for the same and that notice thereof be given to the Guardian Ad Litem.

WM. R. HORNEY  
Solicitor for Plaintiffs.

ADMISSION OF SERVICE BY HILDA  
T. SEWARD, GUARDIAN AD LITEM  
Filed Feb. 2, 1937.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fants, and  
WILLIAM H. CARTER and  
OLIVIA C. CARTER, his wife,  
Plaintiffs,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants,  
Defendants.

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

Cause No. 3112.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, Hilda T. Seward, Guardian Ad Litem for Sterling Foster Price and Virginia Sears Price, Infants, admit having received notice of the Examiner that testimony would be taken in the above entitled cause in the office of William R. Horney, Esq., Centreville, Maryland, on February 1st, 1937, at 1:30 o'clock P. M.

HILDA T. SEWARD  
Guardian Ad Litem.



DEPOSITIONS  
Filed Feb. 2, 1937.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fants, and  
WILLIAM H. CARTER and  
OLIVIA C. CARTER, his wife,  
Plaintiffs,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants,  
Defendants.

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

Cause No. 3112.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the Plaintiffs having notified the subscriber, one of the regular examiners for this Honorable Court, of his desire to take testimony in this case, your examiner did attend, on the 1st day of February, 1937, in the law office of William R. Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 1:30 o'clock P. M., there being present William R. Horney, solicitor for the Plaintiffs, Ruth F. Price, one of the Plaintiffs, and Hilda T. Seward, Guardian Ad Litem for Sterling Foster Price and Virginia Sears Price, infants, and proceeded to take the following testimony, to wit:

Ruth F. Price, the first witness of lawful age, produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Horney:

Q. 1. State your name, age, residence and occupation?

A. Ruth F. Price, 40, Centreville, Maryland. I have no occupation.

Q. 2. Are you one of the Plaintiffs in this case?

A. Yes, I am.

Q. 3. Do you know all of the parties to this suit?

A. Yes, I do. William H. Carter and Olivia C. Carter, his wife, and myself as Guardian, are the Plaintiffs and my two children, Sterling Foster Price and Virginia Sears Price, are the Defendants.

Q. 4. What legal relation, if any, do you bear to Sterling Foster Price and Virginia Seas Price?

A. I am their legal Guardian duly appointed by the Orphans' Court of Queen Anne's County, Maryland. I qualified as such on the 21st day of January, 1930.

Q. 5. Mrs. Price I hand you a paper marked "Exhibit A". Will you please look at it and state what it is?

A. This is a certified copy of my appointment as Guardian of Sterling Foster Price and Virginia Sears Price, infants.  
(NOTE: At this point the above mentioned paper was offered in evidence, and was marked by your examiner "Examiner's Exhibit A").

Q. 6. State whether or not the said infants own any real estate?

A. Yes, they do. Several parcels.

Q. 7. Do they own the lot or parcel of land known as the "Margaret K. Brown Property", situate on the easterly side of Liberty Street, in the town of Centreville, Queen Anne's County, Maryland.

A. They do.

Q. 8. How did they acquire title to it?

A. By deed from William R. Horney, Assignee of the mortgage from Margaret K. Brown to them, bearing date the 29th day of January, 1935, and recorded in Liber W. H. C. No. 1-A, folios 11, etc., a land record book for Queen Anne's County, Maryland.

Q. 9. Mrs. Price I hand you a paper marked "Exhibit B". Will you please look at it and state what it is?

A. This is a certified copy of the deed of which I have just testified.

(NOTE; At this point the above mentioned paper was offered in evidence, and was marked by your examiner "Examiner's Exhibit B").

Q. 10. What have you to say with regard to this property as to its ability to produce income?

A. It produces no net income. As a matter of fact it takes all of the gross returns to pay the taxes, insurance and such minor repairs as I have been able to make, and sometimes I have to spend the income from other sources to pay said taxes, insurance and such minor repairs as I have been able to make.

Q. 11. What have you to say with regard to the present state of the building on said lot or parcel of land?

A. It is in a very poor state of repair. As a matter of fact the roof is practically gone, it needs painting inside and out and before it can be rented to any advantage a new furnace would have to be installed. It would take a great deal of money to put the dwelling in a proper state of repair. And the financial status of the guardianship funds will not permit this without sacrificing some of the present investments, which I consider to be better than the investment in this property.

Q. 12. In your opinion, would it be for the benefit and advantage of the said infants to sell said lot or parcel of land and dwelling at a fair price and invest the proceeds therefrom in some productive fund? Give your reasons for your answer?

A. In my opinion, it would certainly be to their interest and advantage. My reasons for saying this is because I have been unable to rent the property to an advantage and for enough money to pay the taxes and expenses incident to the up keep of the property. I was forced to rent it for \$15.00 per month because I was unable to secure a tenant who would pay more rent owing to the condition of the building.

Q. 13. Mrs. Price I hand you a paper marked "Exhibit C". Will you please look at it and state what it is?

A. This is the original of the contract of sale between myself as Guardian, and William H. Carter and Olivia C. Carter, his wife, for the sale of the lot or parcel of land and dwelling to them, at and for the sum of \$3,000, which was entered into by us on December 17th, 1936, subject to the approval of the Court.

(NOTE: At this point the above mentioned paper was offered in evidence, and was marked by your examiner "Examiner's Exhibit C").

Q. 14. Do you consider that the ratification of this sale by the Court would be to the interest and advantage of the said infants?

A. I certainly do for the reasons already stated.

Q. 15. Do you consider the sale price of \$3,000 to be a fair price for said lot or parcel of land and dwelling?  
Why?

A. I do, because I am certain that it would not bring as much at a public sale. I have tried to find a purchaser at a greater price for sometime, but have been unsuccessful. While this property might be worth more in normal times if it was in a proper state of repair, I feel that the amount we are to receive for it is about all that it is worth at the present time.

Q. 16. State whether or not, in your opinion, William H. Carter and Olivia C. Carter, his wife, are able to comply with the terms of sale as set forth in the contract of sale?

A. Yes, I am sure they are.

Q. 17. State whether or not William H. Carter and Olivia C. Carter, his wife, are adults and where their residence is?

A. They are adults and they reside in Queen Anne's County, Maryland.

Q. 18. State whether or not Sterling Foster Price and Virginia Sears Price are infants and where are their present residences?

A. Both are infants under-the age of 21 years. Foster is at present at the Virginia Polytechnic Institute in Blacksburg, Virginia. Virginia is at present residing with me in Queen Anne's County, Maryland.

EXAMINER'S SPECIAL:

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 any 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 in your answer?

No.

RUTH F. PRICE

Charles M. West, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Horney:

Q. 1. State your name, age, residence and occupation.

A. Charles M. West, Centreville, Queen Anne's County, Maryland, 69, and I am retired.

Q. 2. Do you know all of the parties to this suit?

A. Yes, I know them all.

Q. 3. Do you know the lot or parcel of land and dwelling known as the "Margaret K. Brown Property", situate on the easterly side of Liberty Street in the town of Centreville, Queen Anne's County, Maryland?

A. I do.

Q. 4. Do you know it well enough to testify as to its value? And who are its present owners?

A. Yes, I know it well enough to testify as to its value and it is owned by Mrs. Price's two children, Foster and Virginia.

Q. 5. In your opinion, what is the present value of said property?

A. I would say \$3,000.

Q. 6. Do you know what its ability to produce income is at the present time and in its present condition?

A. Very poor, because I am sure Mrs. Price is not able to rent it in the condition it is in at an advantage?

Q. 7. Do you know what is the present state of the dwelling?

A. Only from general appearances outside. I have not been through the house, but I would say very poor condition inside and out.

Q. 8. In your opinion, would it be for the benefit and advantage of the said infants to sell said property and invest the proceeds therefrom in some other productive fund? Why?

A. Yes, I do think it would be. Well, in the first place, in my opinion, it would take from \$2,000 to \$3,000 to put it in condition to command good tenants. Now, therefore, when you spend \$2,000 on the property it would then be a question whether it could be rented to an advantage.

Q. 9. Mr. West, Ruth F. Price, as Guardian for her infant children, has entered into a contract of sale with William H. Carter and Olivia C. Carter, his wife, to sell this property to them as tenants by the entireties for \$3,000. Do you consider that the ratification of this act by the Circuit Court for Queen Anne's County in Equity would be to the interest and advantage of said infants?

A. I certainly do. The net proceeds from such a sale would produce a great deal more income than the dwelling in its present condition can possibly produce. Even if Mrs. Price had the money to put this property in a proper state of repair, it would cost as I said before at least \$2,000 and possibly \$3,000 and I doubt very much then that it could be rented to an advantage. Besides, Mrs. Price, who is not familiar with making such extensive repairs, would be at a disadvantage and it might cost her more than it would cost some other person who was more familiar with such things.

Q. 10. Do you consider Mr. William H. Carter and his wife capable of complying with the terms of the contract of sale? I hand you the original copy of the contract so that you may inform yourself of its contents before you answer.

A. Yes, I do.

EXAMINDER'S SPECIAL:

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 any 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 in your answer.

No.

CHARLES M. WEST

Howard E. Price, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Horney:

Q. 1. State your name, age, residence and occupation.

A. My name is Howard E. Price, 67, Centreville, Maryland, Insurance and farming.

Q. 2. Do you know the parties to this suit?

A. Yes, I certainly do.

Q. 3. Do you know who owns the property known as the "Margaret K. Brown Property" on Liberty Street in Centreville, Queen Anne's County, Maryland,

A. Yes, I do. The two children, Foster and Virginis.

Q. 4. Do you know this property well enough to testify as to its value?

A. I think so.

Q. 5. What do you consider is a fair value for the property?

A. In the condition it is in, I think \$3,000 would be a fair price for it.

Q. 6. Mr. Price, Ruth F. Price, As Guardian for Sterling Foster Price and Virginia Sears Price, who are infants, as you know, has entered into a contract of sale with William H. Carter and Olivia C. Carter, his wife, to sell them this property as tenants by the entireties for \$3,000. State whether or not you consider this to be a fair price and whether or not it would be to the interest and advantage of the said infants to make this sale? Give the reason for your answer.

A. I think it is a fair price for it and I think it would certainly be a great deal more to the advantage and benefit to sell said property because the income from \$3,000 would be greater than the income she can get from said property.

EXAMINER'S SPECIAL:

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 any 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 in your answer?

No.

HOWARD E. PRICE

There being no further witnesses to be examined and the Solicitor for the Plaintiffs desiring no further time for the production of testimony and the Guardian Ad Litem desiring to produce no testimony, she being satisfied with the testimony as produced by the Plaintiffs, your examiner respectfully makes his return, and certifies that he was engaged with such examination two days and examined three witnesses, making costs chargeable as follows, to wit:

H. B. W. Mitchell, Examiner,-----\$ 8.00

Hilda T. Seward, Stenographer, for taking and  
transcribing this testimony,----- 5.00

WITNESS FEES:

Ruth F. Price,-----\$	.75	
Charles M. West,-----	.75	
Howard E. Price,-----	.75	2.25

TOTAL,----- \$15.00

H. B. W. MITCHELL  
Examiner.

DECREE  
Filed Feb. 15, 1937.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fants, and  
WILLIAM H. CARTER and  
OLIVIA C. CARTER, his wife,  
Plaintiffs,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants,  
Defendants.

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

Cause No. 3112.

DECREE

This cause standing ready for hearing, and being submitted without argument, the Bill of Complaint and other proceedings were read and considered.

It is thereupon, on this 15 day of February, 1937, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that that part of the real estate of Sterling Foster Price and Virginia Sears Price, infants, mentioned and described in these proceedings be sold, it appearing to the Court that a sale thereof will be to the interest and advantage of said infants, and that Wm. R. Horney, of Queen Anne's County, State of Maryland, be and he is hereby appointed trustee to make said sale.

And it is further adjudged, ordered and decreed as follows:

(a) That before proceeding to make any sale hereunder the said trustee shall first file with the clerk of this Court a bond to the State of Maryland, to be executed by himself, with a surety or sureties thereon to be approved by this Court, or the Clerk thereof, in the penalty of Three Thousand Dollars (\$3,000.00) if corporate surety be given, and in double that amount if personal surety be given, 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.

(b) That said trustee shall then proceed to sell said real estate at private sale unto William H. Carter and Olivia C. Carter, his wife, as tenants by the entireties, at and for the sum of Three Thousand Dollars (\$3,000.00); the sum of Three Hundred Dollars (\$300.00) having been heretofore paid into the hands of said trustee under the terms of the contract of sale filed among the proceedings in this cause, the balance of said purchase money, to wit: the sum of Twenty Seven Hundred Dollars (\$2700.00) shall be paid upon the final ratification of said sale by this Court without interest.

(c) That as soon as may be convenient after such sale the said trustee shall return to this Court a full and particular account of said sale, with an affidavit of the truth and fairness thereof annexed, whereupon the Court will pass the usual order nisi without which (and the due publication thereof) the sale hereinbefore directed to be made shall not be final.

(d) That upon the final ratification of said sale by this Court, and upon 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, his heirs and assigns, the real estate so sold to him free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, through or under them.

(e) And the said trustee shall bring into this Court the money arising from said sale to be disposed of under the direction of this Court, after deducting from the said purchase money to be paid him as aforesaid, the costs of this cause and such commissions to the said trustee as the contract provides for when he shall appear to have discharged his trust.

And it is further adjudged, ordered and decreed that if for any reason the sale hereinbefore authorized to be made at private sale shall not be made, then the said trustee before proceeding to make sale of said real estate in any other manner shall first apply to this Court for further direction as to the course and manner of his proceedings.

THOMAS J. KEATING

Filed Feb. 15th, 1937.

CERTIFIED COPY OF BOND  
Filed Feb. 16, 1937.

Queen Anne's County, To Wit: Be it remembered that on the 16th. day of February, in the year 1937, the following Bond was filed for record, to Wit:

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

KNOW ALL MEN BY THESE PRESENTS, THAT we, William R. Horney, of Queen Anne's County, State of Maryland, as principal, 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 unto the State of Maryland, in the full and just sum of Three Thousand Dollars (\$3,000.00), current 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 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 16th day of February, 1937;

WHEREAS, the above bounden William R. Horney has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 15th day of February, 1937, trustee to make sale of the real estate mentioned and described in the cause in said Court entitled "Ruth F. Price, Guardian to Sterling Foster Price and Virginia Sears Price, infants, and William H. Carter and Olivia C. Carter, his wife, Vs. Sterling Foster Price and Virginia Sears Price, infants", being Cause No. 3112 on the Chancery Docket of said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William R. Horney 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 order or decree in the premises, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

William R. Horney (Seal)

SIGNED, sealed and delivered in the presence of:

United States Fidelity and Guaranty Company,

Hilda T. Seward

By William R. Horney  
1st Attorney-in-fact. Corp.  
Seal's Place.

Attest:

Hilda T. Seward

And on the front of the foregoing Bond was thus endorsed, to wit:

Security approved and Bond filed Feb. 16th 1937 @ 10 O'Clock A. M.

William H. Carter Clerk.

I hereby Certify that the foregoing was truly taken and copied from Liber W. H. C. No. 1 Folio 35, a Bond 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 February, 1937.

WILLIAM H. CARTER Seal.

Seal's Place.

REPORT OF SALE  
Filed Feb. 16, 1937.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fants, and  
WILLIAM H. CARTER and  
OLIVIA C. CARTER, his wife,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants.

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

Cause No. 3112.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by William R. Horney, the trustee appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the decree of this Honorable Court passed on the 15th day of February, 1937, your trustee filed in this cause a bond in the penalty of Three Thousand Dollars (\$3,000.00), with corporate surety thereon, which said bond was duly approved by the Clerk of this Court.

2. That thereupon pursuant to said decree your trustee proceeded to sell and sold at private sale, on the 16th day of February, 1937, the real estate mentioned and described in these proceedings, which is described as follows, to wit:

ALL that lot or parcel of land, known as the "Margaret K. Brown Property", situate, lying and being in the town of Centreville, Queen Anne's County, State of Maryland, on the corner of Liberty Street and Elm Street, bounded on the north by Elm Street, on the east by the property of William L. Holton, on the south by the property of J. Lemuel Roberts, and on the west by Liberty Street,







To the Honorable, the Judges of said Court:

The report of Madison Brown, your auditor, unto Your Honors respectfully sets forth:-

That it appears from these proceedings that the land sold through the same was, at the time the contract of sale was made, owned by the two infants, Sterling Foster Price and Virginia Sears Price, and that they are entitled to the net sale of the cause.

That in the within account the auditor has charged William R. Horney, the trustee, with the gross proceeds of sale made by him and then thereout allowed as follows:

To the trustee, his commissions on the sale as directed by the decree, the court costs, costs of his bond, costs of advertising the several orders nisi of the cause.

To the auditor, his fee for stating the account.

To each infant, one-half of the gross sale remaining after the above allowances.

Which is respectfully submitted.

MADISON BROWN,  
Auditor.

December 3, 1937.

Cause No. 3112.

The proceeds of the sale of the real estate of Sterling Foster Price and Virginia Sears Price, his sister, infant owners of the real estate sold in this cause, in account with William R. Horney, the trustee appointed by the decree passed in this cause to sell said real estate.

1937 Feb. 16	CR.		
		By amount of the gross sale made this date and reported by the trustee, per report of sale filed, to wit: the sum of . . . . .	\$3,000.00
<hr/>			
1937 Feb. 16	DR.		
		To William R. Horney, the trustee, for his commissions on the proceeds of sale as provided for in the contract of sale filed in this cause as "Exhibit C", in accordance with the decree of sale passed in this cause, the sum of . . . . .	\$165.00
		To do., for the court costs of these proceedings as set forth in "Bill of Costs" made by the Clerk, to wit:	
		Costs of W.H. Carter, clerk, . . .	\$32.75
		Appear. fee of Wm. R. Horney, . . .	10.00
		Costs of N.S. Dudley, Reg. of Wills, . . . . .	.50
		Costs of T.H. Everett, sheriff, . . .	1.50
		Costs of H.B.W. Mitchell, examiner, . . .	8.00
		Costs of his Clerk, . . . . .	5.00
		Fees of Examiner's witnesses, . . . . .	2.25
		Fee of Hilda Seward, guardian at litem, . . . . .	4.00
		Total. . . . .	\$64.00
			64.00
		To do., for the costs of his bond filed herein paid corporate surety thereon, per account for same with receipt thereon exhibited, to wit: . . . . .	12.00
		To do., for the costs of advertising the order nisi on the sale paid Queen Anne's Record-Observer Publishing Company, per account for same with receipt thereon exhibited, the sum of . . . . .	5.00
		To do., for the costs of advertising the order nisi to be passed as to this audit, the sum of . . . . .	3.50
		To Madison Brown, auditor, for stating this account, the sum of . . . . .	9.00
			\$258.50
		To balance, being the net amount of the sale, . . . . .	\$2,741.50
			\$3,000.00
			\$3,000.00

December 3, 1937.

MADISON BROWN  
Auditor.

Cause No. 3112.

The proceeds of the sale of the real estate of Sterling Foster Price and Virginia Sears Price, his sister, infant owners of the real estate sold in this cause, in account with William R. Horney, the trustee appointed by the decree passed in this cause to sell said real estate.

D I S T R I B U T I O N

CR.

By balance brought forward, . . . . . \$2,741.50

DR.

To Sterling Foster Price, infant,  
1/2 of said balance, to wit: . . . . . \$1,370.75

To Virginia Sears Price, infant,  
1/2 of said balance, to wit: . . . . . 1,370.75

\$2,741.50      \$2,741.50

December 3, 1937.

MADISON BROWN  
Auditor.

NISI RATIFICATION OF AUDIT

Ruth F. Price, Guardian to Sterling  
Foster Price and Virginia Sears Price  
and William H. Carter and Olivia C.  
Carter, his wife,

VS

Sterling Foster Price and  
Virginia Sears Price, infants

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

) CASE No. 3112.

ORDERED, This 3rd day of December in the year nineteen hundred and 37 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 31st day of December, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 24th day of December, 1937, in some newspaper printed and published in Queen Anne's County.

WM. H. CARTER Clerk.

Filed December 3rd, 1937.

CERTIFICATE OF PUBLICATION  
OF NISI RATIFICATION OF AUDIT  
Filed Jan. 7, 1938.

NISI RATIFICATION OF AUDIT

RUTH F. PRICE, Guardian to STERLING FOSTER  
PRICE and VIRGINIA SEARS PRICE and WILLIAM  
H. CARTER and OLIVIA C. CARTER, his wife

vs.

STERLING FOSTER PRICE and VIRGINIA SEARS  
PRICE, infants.

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

Case No. 3112.

ORDERED, This 3rd day of December in the year nineteen hundred and thirty-seven 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 31st day of December, 1937; provided a copy of this order be published once a week in each of two successive weeks before the 24th day of December, 1937, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

True Copy-  
Test:

WILLIAM H. CARTER, Clerk.

Filed December 3rd, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 7, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Ruth F. Price, Guardian, et al., vs. Sterling Foster Price and Virginia Sears Price, infants a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 9th day of December, 1937, being more than two weeks before the 24th day of December 1937;

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING  
CO.

By BERTHA G. DURNEY

CLERK'S CERTIFICATE

Ruth F. Price, Guardian &c.

VS.

Sterling Foster Price and  
Virginia Sears Price, Infants.

In the Circuit Court

for

Queen Anne's County,

in Equity.

Chy. No. 3112.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 3rd day of Dec. 1937, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 7th day of Jan. 1938.

Seal's  
Place

WM. H. CARTER Clerk.

PETITION OF GUARDIAN  
Filed Jan. 10, 1938.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fant, and  
WILLIAM H. CARTER and  
OLIVIA C. CARTER, his wife,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants.

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

Cause No. 3112.



3. That the sum of Thirty Seven Thousand Two Hundred Forty Two Dollars and Two Cents (\$37,242.02) came into the hands of said guardian of which said sum there still remains in her hands the sum of Twenty Six Thousand Eight Hundred Seventy Seven Dollars and Ninety Five Cents (\$26,877.95).

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of my office, this 7th day of January, 1938.

NORMAN S. DUDLEY  
Register of Wills.

Seals  
Place.

ORDER OF COURT  
Filed Jan. 14, 1938.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, infants, and  
WILLIAM H. CARTER and  
OLIVIA C. CARTER, his wife,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants.

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

Cause No. 3112.

FINAL RATIFICATION OF AUDIT

ORDERED, this 13th day of January, in the year nineteen hundred and thirty eight, 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 as directed by the previous Order of Ratification Nisi passed thereon in this cause; and the Trustee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustee; and, upon the petition of Ruth E. Price, guardian of Sterling Foster Price and Virginia Sears Price, infants, heretofore filed in this cause, the said Trustee is hereby authorized, directed and empowered, to pay over into the hands of the said Ruth F. Price, guardian as aforesaid, the sums of money awarded and allotted to said infants in the said within and foregoing report and account of the auditor, upon the delivery to him by the said Ruth F. Price, guardian as aforesaid, of a release or releases duly executed agreeably to law.

THOMAS J. KEATING

Filed Jan. 14th, 1938.



CAUSE NO. 3089.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-fourth day of June, in the year nineteen hundred and thirty six, the following Order to Docket Suit was filed for record, to wit:

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

Madison Brown, attorney  
named in mortgage,

vs.

Charles W. A. L. Dean,  
Nancy Dean, his wife.

(  
)  
(  
)  
(  
)  
(  
)  
)

Cause No. 3089.

To William H. Carter, clerk:-

Docket suit forthwith on your Chancery docket in accordance with the above titling. File in the papers of said suit a certified copy of the mortgage from the defendants above named to Madison Brown dated July 26, 1920 and recorded in Liber J. F. R. No. 5, on folio 106, land record book, together with a copy of the assignment of said mortgage which appears from the record.

MADISON BROWN,  
Solicitor for Plaintiff

Filed June 24th, 1936.

CERTIFIED COPY OF MORTGAGE  
AND ASSIGNMENT  
Filed June 24, 1936.

#7916. Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of July, in the year nineteen hundred and twenty the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this twenty sixth day of July, in the year nineteen hundred and twenty, by Charles W. A. L. Dean and Nancy Dean, his wife, of Queen Anne's County, in the State of Maryland, parties of the first, and Madison Brown, of same place, party of the second part,

Whereas, the said Charles W. A. L. Dean is justly indebted unto the said Madison Brown in the full sum of three hundred and twenty five dollars cash loaned and advanced, to be repaid with interest from date hereof at the expiration of three years from the date hereof, said interest to be paid semi annually during said time; and where it was a condition precedent to said loan that this mortgage should be given to secure said loan and said interest. Now This Mortgage Witnesseth: that in consideration of the premises and of the sum of one dollar, the said parties of the first part do hereby grant and convey unto the said Madison Brown, his heirs and assigns, all that tract of land called or known as "The Charles Dean Property", situate, lying and being in the sixth election District of said County on the right side of the public road leading from the tree known as "The Big Oak" near Hayden Station to Kitty Bias Corner, adjoining the land of or formerly of Annie Brown formerly that of her husband, Robert Brown, that of John Bias and that of the Hayden heirs, and containing fourteen acres of land, more or less; being the same land whereon the said parties of the first part now reside and which was granted unto said Charles A. L. Dean by Elizabeth Hayden and others by deed dated December 18, 1902, and recorded in Liber J.E.G. No. 4, fols. 267 etc., a Land record book of said County. Together with the buildings thereon, and all the roads, rights, ways, waters, privileges, advantages and appurtenances thereunto belonging or in anywise appertaining. Subject to a certain mortgage from said partes of the first part to said Madison Brown, dated December 23rd, 1919, and recorded in Liber J. F. R. No. 3, fols. 461 etc. a Land record of said County. 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. A. L. Dean, his executors, administrators or assigns, shall well and truly pay to the said Madison Brown, his executors, administrators or assigns, the aforesaid sum of three hundred and twenty five dollars when and as the same shall become due and payable and the interest thereon to be paid 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 his and their part to be performed, then this mortgage shall be void; and until default be made in the premises and the said Charles W. A. L. Dean, his heirs and assigns, shall possess said property, and the said Charles W. A. Dean, 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 the insurable thereof, in some Company or Companies approved by the said Madison Brown, 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 first mentioned mortgage or to this mortgage, and to deliver upon demand, to the mortgagees 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 Madison Brown his executors, administrators or assigns, or Madison Brown as aforesaid as 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 said County 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 payment, 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 Charles W. A. L. Dean, 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 the 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 Madison Brown, his executors, administrators or assigns, or Madison Brown, as 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 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, and which said costs, expenses and commissions the said W. A. L. Dean, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

In Testimony Whereof the said parties of the first part do hereunto subscribe their names and affix their seals the day and year first above written.

Test:		his	
		CHARLES W. A. X L. DEAN	(SEAL)
		mark	
J. McK. TILGHMAN		her	
		NANCY X DEAN	(SEAL)
		mark	

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

I hereby certify that on this twenty sixth day of July, in the year nineteen hundred and twenty, 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. A. L. Dean and Nancy Dean his wife, and they did each acknowledge the foregoing Mortgage to be their respective act; and at the same time also personally appeared Madison Brown, Mortgagee named therein, and he did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona as therein set forth.

J. McK. Tilghman  
Justice of the Peace

Queen Anne's County, to wit: Be it remembered that on the thirty first day of December, in the year Nineteen Hundred and thirty four the following Assignment was brought to be recorded, to wit:

For value received, I hereby assign, and transfer the within and foregoing Mortgage unto Delha D. Brown

Witness my hand and seal this tenth day of September in the year Nineteen Hundred and thirty-four

Clerk's Note: There was no )	MADISON BROWN	(SEAL)
witness to the signature of )		
Madison Brown )		

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



I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 5, folios 106 &c., 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 June A. D., 1936.

WILLIAM H. CARTER, Clerk  
Circuit Court for Queen Anne's County.

Seal's  
Place.

CERTIFIED COPY OF BOND  
Filed July 16, 1936.

Queen Anne's County, to wit: Be it remembered that on the 16th day of July, in the year 1936, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of QUEEN Anne's County in the State of Maryland, as principal, and Delha D. Rolph and Frances K. Brown, of the same place, as sureties, are held and firmly bound unto the State of Maryland in the full and just sum of eight hundred dollars, lawful money of the United States of America, 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 in the whole and for the whole, jointly and severally, firmly by these presents.

SEALED with our seals and dated this sixteenth day of July in the year nineteen hundred and thirty six.

WHEREAS Charles A. L. Dean and Nancy Dean, his wife, by a mortgage dated July 26, 1920 and recorded in Liber J. F. R. No. 5, a land record book of Queen Anne's County, on folio 106 made to secure the payment of the debt therein specified did grant and convey certain land situate in said county and described in said mortgage unto Madison Brown, who, by assignment duly made and recorded in said land record book, did assign said mortgage unto one Delha D. Brown.

WHEREAS said mortgage empowers said Madison Brown as attorney for the parties to said mortgage to sell said mortgaged property in case default should occur in any of the covenants of said mortgage as will fully appear by reference to said mortgage and the record thereof.

WHEREAS default has occurred in the covenants of said mortgage by the reason of the non-payment of the mortgage indebtedness which remains unpaid and the above bound Madison Brown in his capacity as said attorney is, because of said default, about to sell said mortgaged property under the power and authority conferred by said mortgage upon him as said attorney.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH; that if the above bounden Madison Brown 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 said mortgaged property of the proceeds thereof then this obligation shall be void; otherwise the same shall remain in full force and virtue in law.

Signed, sealed and  
delivered in the  
presence of:

FRANCES BUTLER

MADISON BROWN (SEAL)

DELHA DANCY ROLPH (SEAL)

FRANCES K. BROWN (SEAL)

And on the back of the foregoing Bond was thus endorsed, to wit:  
Security approved and Bond filed July 16th, 1936.

Wm. H. Carter, Clerk.

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. 1, folio 8, etc., a Bond Record Book for Queen Anne's County aforesaid.

Seal's  
Place

In testimony whereof I have hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 16th day of July, in the year nineteen hundred and thirty six.

WILLIAM H. CARTER Clerk.

REPORT OF SALE  
Filed Sept. 9, 1936.

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

Madison Brown, attorney  
named in mortgage,

vs.

Charles W. A. L. Dean,  
Nancy Dean, his wife.

Cause No. 3089.

To the Honorable, the Judges of said Court:

The report of Madison Brown, as plaintiff above named and as vendor making the sale hereinafter mentioned, hereinafter calling himself "vendor", unto Your Honors respectfully sets forth:-

1. That Charles A. L. Dean and Nancy Dean, his wife, by a mortgage dated July 26, 1920, and recorded in Liber J. F. R. No. 5, a land record book of said county, conveyed certain land therein described and hereinafter described as sold unto Madison Brown to secure unto him the payment of the debt therein specified, and the said Madison Brown duly assigned said mortgage unto one Delha D. Brown by assignment dated the 10th day of September, 1934, duly recorded in said land record book. A certified copy of said mortgage and assignment has been filed in this cause.
2. That as will appear by reference to said copy of said mortgage the plaintiff, Madison Brown, is given by said mortgage the power to sell the mortgaged land in case of default in the covenant to pay the mortgage debt contained in said mortgage.
3. That prior to the date of the sale hereinafter mentioned default was made by the mortgagors in the covenant to pay the mortgage debt and the debt remained unpaid in part on the date of said sale.
4. That prior to the sale hereinafter mentioned this vendor gave more than twenty days notice of the time, place, manner and terms of sale hereinafter mentioned by advertisement in the Centreville Observer, a weekly newspaper published in Queen Anne's County, the said advertisement appeared in said paper once a week for four successive weeks; a copy of said advertisement containing certificate of the publishers of said paper as to its publication is filed herewith as part hereof.
5. That your vendor delivered to the Clerk of this Court his bond with sureties thereon to the State of Maryland in the penal sum of \$800.00 with the condition on the part of this vendor that he would abide by and fulfill any order or decree of any Court of equity passed in relation to the sale of the property conveyed by said mortgage or the proceeds thereof, which bond the said Clerk duly approved and filed, on July 16, 1936. A certified copy of said bond has been filed in this cause.
6. That pursuant to said notice of sale this vendor did attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Saturday, July 18, 1936, at 2 o'clock P. M., and proceeded to sell the mortgaged property because of said default at public sale by offering the said property to the highest bidder, and this vendor, after offering said property in the manner aforesaid sold the same in execution of the power conferred as aforesaid by said mortgage upon this vendor unto Samuel T. Gibbs and Nancy Gibbs, his wife, as tenants by the entireties, they being then and there the highest bidder thereof, at and for the sum of three hundred dollars.
7. That the land sold is that described in and conveyed by said mortgage and a further description of the same is as follows:- All that lot or tract of land called or known as "The Charlie Dean Property" situate in the Sixth Election District of Queen Anne's County, State of Maryland, on the right side of the public road from Hayden to Clark's Corner, adjoining land of Heirs of Isaac Hayden, of Edwin P. Meredith and the "Robert Brown Lot" containing 14 acres, more or less.
8. That said purchasers have paid unto this vendor on account of said purchase money the sum of one hundred twenty five dollars.

Total amount of Sale \$300.00.

Which is respectfully submitted.

MADISON BROWN  
Attorney named in mortgage, vendor.

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

I HEREBY CERTIFY that on this ninth day of September in the year nineteen hundred and thirty six before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, attorney named in mortgage and vendor, and he did make oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein stated to the best of his knowledge and belief, and that the sale therein reported was fairly made.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

FRANCES BUTLER  
NOTARY PUBLIC.

Notary  
Public  
Seal.

Filed Sept. 9th, 1936.

CERTIFICATE OF PUBLICATION  
OF ADVERTISEMENT OF SALE  
Filed Sept. 9, 1936.

MORTGAGE SALE  
OF  
SMALL FARM  
near Hayden

Default having occurred in the covenants of the mortgage given by Charles A. L. Dean and Nancy Dean, his wife, to Madison Brown dated July 26, 1920, and recorded in Liber J. F. R. No. 5, on folio 106, land record book of Queen Anne's County, the undersigned, in execution of the power given him as attorney named in said mortgage to sell the property described in said mortgage in case of such default, 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 SATURDAY, JULY 18th, 1936 at 2 o'clock, P. M.

ALL that lot or tract of land called or known as "The Charlie Dean Property" situate in the Sixth Election District of Queen Anne's County, State of Maryland, on the right side of the public road from Hayden to Clark's Corner, adjoining land of Heirs of Isaac Hayden, of Edwin P. Meredith and the "Robert Brown Lot" containing 1 1/4 acres, more or less.

Improvements consist of small dwelling house and other buildings. This land is that conveyed by the mortgage.

TERMS OF SALE:- One-half of purchase money in cash at time of sale, and balance on ratification of the sale.

MADISON BROWN, Attorney  
named in mortgage:  
J. E. Anthony, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., September 9 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the mortgage Sale in the case of Madison Brown vs. Charles A. L. Dean and Nancy Dean 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 first publication thereof having been made in said newspaper on the 25th day of June, 1936, being more than 20 days before the 18th day of July 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By EVELYN CONNOLLY

Filed Sept. 9th, 1936.

N I S I

Madison Brown, Attorney  
named in Mortgage  
  
VS  
  
Charles A. L. Dean  
Nancy Dean, his wife.

) IN THE CIRCUIT COURT  
)  
) FOR QUEEN ANNE'S COUNTY  
)  
) IN EQUITY  
) CHANCERY No. 3089.



Charles W. A. L. Dean, the mortgagor,  
to  
Delha D. Rolph and Frances K. Brown, administratrices  
c. t. a. of the estate of Delha D. Brown, assignee  
of said mortgage,

DR.

1932			
Jan.	1	To amount due on this date under said mortgage by account which was stated between Madison Brown and Charles W. A. L. Dean, is the sum of . . . . .	\$225.00
1932			
Jan.	1	CR By amount paid this date . . . . .	7.50
		To interest from 1/1/32 to 7/1/32. . . . .	\$217.50
			6.54
			<u>\$224.04</u>
		CR By amount paid June 21, 1932 . . . . .	6.54
		To interest from 7/1/32 to 1/1/33 . . . . .	\$217.50
			6.54
			<u>\$224.04</u>
		CR By amount paid December 23, 1932 . . . . .	6.54
		To interest from 1/1/33 to 7/1/33. . . . .	\$217.50
			6.54
			<u>\$224.04</u>
		CR By amount paid June 27, 1933 . . . . .	6.54
		To interest from 7/1/33 to 1/1/34. . . . .	\$217.50
			6.54
			<u>\$224.04</u>
		CR By amount paid December 23, 1933 . . . . .	6.54
		To interest from 1/1/34 to 7/1/34. . . . .	\$217.50
			6.54
			<u>\$224.04</u>
		CR By amount paid July 7, 1934 . . . . .	6.54
		To interest from 7/1/34 to 1/1/35. . . . .	\$217.50
			17.50
			<u>\$200.00</u>
		CR By amount paid December 31, 1934 . . . . .	6.00
		To interest from 1/1/35 to 1/1/36. . . . .	\$206.00
			12.00
			<u>\$212.00</u>
		CR By amount paid January 8, 1936 . . . . .	12.00
		To interest from 1/1/36 to 7/18/36. . . . .	\$200.00
			6.60
			<u>\$206.60</u>
		Add 5% of \$206.60 being the attorney's commissions of Madison Brown, attorney in whose hands the mortgage was placed for collection . . . . .	10.33
			<u>\$216.93</u>

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

I HEREBY CERTIFY that on this twenty third day of February in the year nineteen hundred and thirty seven before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, attorney for Delha D. Rolph and Frances K. Brown, administratrices c. t. a. of the estate of Delha D. Brown above mentioned, and he did make oath in due form of law that the foregoing account or statement of debt is just and true as stated to the best of his knowledge and belief, and that he has had charge of the collection of interest and is personally acquainted with the matters set forth in said statement.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

FRANCES BUTLER  
NOTARY PUBLIC.

Notary  
Public  
Seal.

Filed Feb. 23rd, 1937.

ORDER OF COURT  
Filed Nov. 3, 1937.

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

Madison Brown, attorney  
named in mortgage,

vs.

Charles W. A. L. Dean,  
Nancy Dean, his wife.

Cause No. 3089.

ORDER OF COURT.

ORDERED by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, on this 3rd day of November 1937, that the sale made by Madison Brown, attorney named in mortgage and plaintiff in the above entitled cause of the mortgage real estate of Charles A. L. Dean and Nancy Dean, his wife, 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 having been shown; although notice appears to have been given in accordance with the order nisi heretofore passed in this cause in relation to said sale.

And it is further ordered that as Madison Brown, the party making the sale, is regular auditor of the court the proceedings of this cause be and the same are hereby referred unto B. Hackett Turner Jr. as special auditor with instructions unto him to state and return to this Court an account or audit between the proceeds of sale and Madison Brown, the party making the sale.

J. OWEN KNOTTS  
Judge

Filed Nov. 3, 1937.

CERTIFIED COPY OF PETITION  
Filed Nov. 3, 1937

In the Orphans' Court of Queen Anne's County.

In the Matter of the  
Estate of  
DELHA D. BROWN.

To the Honorable, the Judges of said Court:

The petition of Delha D. Rolph and Frances K. Brown, administratrices c. t. a. of the estate of the said Delha D. Brown, unto Your Honors respectfully sets forth:

That the said Delha D. Brown at the time of her death was the holder and owner by assignment of a mortgage given by Charles W. A. L. Dean and Nancy Dean, his wife, to Madison Brown dated July 26, 1920 and recorded in Liber J. F. R. No. 5, on folio 106, a land record book of said county, made to secure the payment of the debt therein specified and given upon certain land therein described.

That at the time of the death of the said Delha D. Brown there was due by said mortgage the sum of \$200.00 with interest from July 1, 1934.

That by the terms of said mortgage Madison Brown, attorney at law and of said county, was empowered to sell the mortgaged land in case of default at any time.

That at the time of the death of said Delha D. Brown said mortgage was in default by reason of the non-payment of the mortgage debt and interest.

That these petitioners requested the said Madison Brown to exercise the power of sale above mentioned by making sale of the mortgaged real estate for the purpose of collecting the mortgaged debt.

That the said Madison Brown in exercise of said power of sale on the 18th day of July, 1936, sold the mortgaged property at public sale in accordance with ther terms of the mortgage for the sum of \$300.00.

That the proceedings of the said Madison Brown are set forth in a cause in the Circuit Court for Queen Anne's County, in Equity entitled "Madison Brown, attorney named in mortgage, -vs- Charles W. A. L. Dean and Nancy Dean, his wife," and bearing the number "3089" Chancery wherein it will appear that the sale mentioned was duly reported to said court but said sale has not yet been ratified by the Court.

That the said Madison Brown instituted the suit and conducted the proceedings of said cause without an order of this Honorable Court.

That it has been suggested that he now procure an order ratifying his proceedings.

Your petitioners therefor pay this Honorable Court to pass an order ratifying their act in placing the mortgage in the hands of Madison Brown, attorney, for collection and directing him to exercise the power of sale, and the sale made by him and the other proceedings in said cause.

Respectfully submitted.

Delha Dancy Rolph

Frances K. Brown  
Petitioners.

To the Honorable, the Judges of said Court:

I, Madison Brown, admit the matters set forth in the foregoing petition and unite in the prayer of said petition.

Madison Brown

ORDER OF COURT.

The foregoing petition of the administratrices c. t. a. of Delha D. Brown and the consent thereto of Madison Brown have been read and considered. It is thereupon on this twenty-third day of February, 1937, by the Orphans' Court of Queen Anne's County and by the authority of said Court ORDERED as follows, to wit: That the act of the said administratrices of placing the mortgage mentioned in said petition in the hands of Madison Brown for collection and their direction to him to collect the debt by foreclosure proceedings is hereby ratified and approved; and the sale of the mortgaged property under the power of sale made by the said Madison Brown as set forth in said petition and his other proceedings in said cause be and the same are also ratified and approved in the same manner and as fully and effectually as if the same had been done under Order of Court first having been obtained directing the same to be done.

Henry H. Evans

J. W. Stack

Palmer C. Pippin  
Judges of the Orphans' Court of Queen  
Anne's County.

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

I, Norman S. Dudley, Register of Wills for Queen Anne's County, State of Maryland, do hereby certify that the foregoing is truly taken and copied from the original Petition and Order of Court thereon of Delha D. Rolph and Frances K. Brown, Administratrices c. t. a. of the estate of Delha D. Brown, deceased, as filed and passed by the Orphans' Court this 23rd day of February, 1937, the same being on file and of record in the said Orphans' Court of Queen Anne's County, Maryland.

In Testimony Whereof, I hereunto set my hand and affix the seal of my office this 23rd day of February, 1937.

Norman S. Dudley  
Register of Wills.

Seal's  
Place

Filed Nov. 3, 1937.

PETITION  
Filed May 11, 1938.

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

Madison Brown, attorney  
named in mortgage,

vs.

Charles W. A. L. Dean,  
Nancy Dean, his wife,  
mortgagors.

Cause No. 3089.

To the Honorable, the Judges of said Court:

The petition of Delha D. Rolph and Frances K. Brown, administratrices c. t. a. of the estate of Delha D. Brown, late of said county, deceased, unto Your Honors respectfully sets forth:-

That the said Delha D. Brown departed this life on June 2, 1935 leaving a last will and testament which shortly after her death was admitted to probate before the Orphans' Court of said County and under which administration has been granted unto your petitioners as administratrices cum testamento annexo, as will appear from a certificate of said administration issued by the Register of Wills filed with this petition as a part of the same.

That at the time of the death of the said Delha D. Brown she was the owner of the mortgage and the debt due thereby mentioned and described in this cause by assignment made unto her as will appear by reference to the copy of the mortgage filed herein.

That the proceeds of sale of this cause produced more money than sufficient to pay the costs of the sale and therefor the net proceeds of the sale so made should be distributed unto your petitioners to the extent of their mortgage claim, which is shown by the statement of the mortgage debt filed in this cause.

Your petitioners therefore make known their claim to the audutir who is hereby requested to award unto them the net proceeds of the sale of the cause to the extent of their mortgage claim if the same shall be sufficient therefor.

Which is respectfully submitted.

Delha Dancy Rolph

Frances K. Brown

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

I HEREBY CERTIFY that on this tenth day of in the year nineteen hundred and thirty eight before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Delha D. Rolph and Frances K. Brown, above-named, and they did each make oath in due form of law that the matters and things set forth in the foregoing Petition is true as therein stated to the best of their knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

Frances Brown  
NOTARY PUBLIC.

Notary  
Public  
Seal.

Filed May 11, 1938.

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

TO ALL TO WHOM THESE PRESENT SHALL COME OR MAY CONCERN:

KNOW YE, That on the 25th day of November A. D., 1935 before the Orphans' Court of Queen Annes County, duly thereunto elected, commissioned and qualified according to the Constitution of the State of Maryland, the last Will and Testament of Delha D. Brown late of said County, deceased, was in due form of law admitted to probate; and that on the 25th day of November, A. D., 1925, Letters of Administration with the will annexed of all and singular the goods, chattels, rights and credits, which were of the said deceased, or in any manner or way concerning her said last Will and Testament, were granted unto Delha D. Rolph and Frances K. Brown the they having first entered into bond with approved security for the due performance thereof according to law.

In testimony whereof, I Norman S. Dudley Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court of Queen Anne's County, this 9th day-of May A. D., 1938.

Seal's  
Place.

Norman S. Dudley  
Register of Wills.

Filed May 11, 1938.

REPORT AND ACCOUNT  
OF THE AUDITOR  
Filed May 16, 1938.



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

Madison Brown, attorney  
named in mortgage,

vs.

Charles A. L. Dean,  
Nancy Dean, his wife,  
mortgagors.

Cause No. 3089.

To the Honorable, the Judges of said Court:

The report of B. Hackett Turner, junior, the special auditor appointed in the above entitled cause to state an account between the proceeds of the sale of the cause and Madison Brown, the party making the sale as attorney named in mortgage, unto Your Honors respectfully sets forth:-

Your Auditor has stated the within account in which he has charged Madison Brown, attorney named in mortgage, with the gross amount of the sale made by him and then thereout has allowed as follows, to wit:

Unto the said Madison Brown as vendor his commissions for making the sale, the court costs, the cost of advertising notice of sale and the several orders nisi of the cause, the fee of the auctioneer for crying the sale, cost of affidavits made by him, and the fee of your Auditor for stating this account.  
Unot Delha D. Rolph and Frances K. Brown, administratrices c. t. a. of the estate of Delha D. Brown, the balance remaining of the sales so charged, being the net proceeds of the sale which is not quite sufficient to pay the debt due on the day of sale.

It appears from the proceedings of the cause that the mortgage had been assigned to Delha D. Brown and it appears from the petition of her administratrices filed in this cause that she owned the mortgage at the time of her death and that it passed to her administratrices and accordingly the distribution is made to them. The petition filed by the administratrices has attached thereto the certificate of the Register of Wills showing that they are the administratrices of the estate of said Delha D. Brown.

Which is respectfully submitted.

B. Hackett Turner Jr.  
Special Auditor.

Cause No. 3089.

The proceeds of the sale of the mortgaged real estate of Charles A. L. Dean, mortgagor, in account with Madison Brown, the attorney named in mortgage and the vendor of said real estate under said mortgage, which is the mortgage mentioned and described in this cause.

1936  
July  
18

CR.

By amount of the gross sale of said real estate per report of said vendor filed September 9, 1936, to wit: sum of . . . . . \$300.00

" "

DR.

To Madison Brown, the vendor, for his commissions provided in said mortgage as compensation of the party selling the land therein described under said mortgage, to wit: the sum of . . . . . \$ 21.00

To do., for the Court costs of this cause, per bill of costs made by the Clerk of the Court as follows, to wit:  
Costs of W.H. Carter, clerk, . . . . \$18.75  
Appearance fee of Madison Brown . . . . 10.00 28.75

To do., for the costs of advertising notice of the sale and of the order nisi on the sale in The Centreville Observer per account for same with receipt thereon appears, to wit: . . . . . 19.63

To do., for amount paid J. Elmer Anthony for crying sale per account for same with receipt thereon appears, to wit: . . . . . 5.00

To do., for costs of affidavits made before a Notary Public by him and the representatives of the estate of Delha D. Brown, to wit: the sum of . . . . . 1.00

To do., for costs of advertising the order nisi to be passed in relation to this audit, the sum of . . . . . 3.50

To B. H. Turner, junior, special auditor, for stating this account, the sum of . . . . . 4.50

\$83.38

To Delha D. Rolph and Frances K. Brown, administratrices of Delha D. Brown, assignee of said mortgage, this balance . . . . . 216.62

\$300.00    \$300.00

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B. HACKETT TURNER JR.  
Special Auditor.

Cause No. 3089.

Statement of Mortgage Debt.

Charles A. L. Dean,  
to  
Delha D. Rolph and Frances K. Brown,  
administratrices c. t. a. of the estate  
of Delha D. Brown, DR.

1936  
July  
18 To amount of the mortgage debt due by him to them under the mortgage filed in the above case on the day of the sale made in the above case per statement of mortgage debt filed in this cause, to wit: . . . . . \$216.93

CR.

By amount distributed to said administratrices on account of said debt per foregoing account, to wit: . . . . . 216.62

DR.

To balance due by the mortgagor on said mortgage . . . . . \$ .31

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B. HACKETT TURNER JR.  
Special Auditor.

Filed May 16th, 1938.

NISI RATIFICATION OF AUDIT

Madison Brown, Attorney named in Mortgage	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS	)	IN EQUITY
Charles A. L. Dean Nancy Dean, his wife Mortgagors.	)	CASE No. 3089.

ORDERED, This 16th day of May in the year nineteen hundred and 38 that the Report and Account filed in these proceedings by B. Hackett Turner, Jr., Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of June, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 3rd. day of June, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk

Filed May 16th, 1938.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT  
Filed July 18, 1938,

NISI RATIFICATION OF AUDIT

MADISON BROWN, Attorney Named in Mortgage

vs.

CHARLES H. L. DEAN, NANCY DEAN, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3089.

ORDERED, This 16th day of May in the year nineteen hundred and thirty-eight that the Report and Account filed in these proceedings by B. Hackett Turner, Jr., Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of June, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 3rd day of June, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk. True Copy- Test:

WILLIAM H. CARTER, Clerk. Filed May 16th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 22, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Madison Brown Atty named in Mortgage vs. Charles H. L. Dean and Nancy Dean, his wife, a true copy of which is hereby annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 19th day of May 1938, being more than two weeks before the 3d. day of June, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed July 18, 1938.

CLERK'S CERTIFICATE

Madison Brown, Attorney named in Mortgage

VS.

Charles A. L. Dean Nancy Dean, his wife Mortgagors

In the Circuit Court for

Queen Anne's County,

in Equity.

Chy. No. 3089.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 16th day of May, 1938, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 18th day of July, 1938.

Seal's Place.

WILLIAM H. CARTER Clerk.

ORDER OF COURT Filed July 18, 1938.

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

Madison Brown, Attorney named in mortgage,

vs.

Charles A. L. Dean, Nancy Dean, his wife.

( ( ( ( ( (

Cause No. 3089.

## ORDER OF COURT.

ORDERED, on this 18th day of July, 1938, 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 B. Hackett Turner, junior, as special auditor 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 this Court in relation to said Report and Account; and Madison Brown, the party making the sale of the cause, is hereby directed to apply the proceeds of sale in accordance with said account with a due proportion of interest received or to be received on credit sales to his commissions and to the mortgage claim.

J. OWEN KNOTTS  
JUDGE

Filed July 18th, 1938.

CAUSE NO. 3122.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Thirtieth day of March, in the year nineteen hundred and thirty seven, the following Bill of Complaint was filed for record, to wit:

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

Richard T. Earle and  
Cora B. Earle, his wife,  
Plaintiffs,

vs.

Rose B. Gartner and Dennis Ellwood Gartner, her husband,  
William S. Babcock and Mary Marywell Heyard Babcock, his wife,  
James E. Babcock and Maragret Babcock, his wife,  
Dorothy B. Richardson and John T. Richardson, her husband,  
Elizabeth B. Mertz and Christopher C. Mertz, her husband,  
Henry E. Babcock and Marcella Hemmett Babcock, his wife,  
Richard E. Babcock and Amelia Clarkson Babcock, his wife,  
William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic,  
Defendants.

To the Honorable, the Judges of said Court:

Your orators complaining, say:

1. That Mary E. Earle late of Queen Anne's County, Maryland, died intestate on or about the 30th., day of December, 1936, possessed of the full and entire equitable estate in the following described real estate, to wit: all farm or tract or tracts of Land now embraced within one farm, situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the left side of the public road leading from Starr to Wye Mills, adjoining the Lands of Charles Mullikin and the lands formerly owned by Wm. J. Emerson and the lands of others, containing two hundred and forty three acres of land, more or less, being the same land and all the land granted and conveyed to William H. DeLacy, Annettee DeLacy and James T. DeLacy by William Boyles and Mary A. Boyles, his wife, by deed dated September 11th. 1911, and recorded in Liber S.S. #10, folio 340 &etc., a Land Record Book for Queen Anne's County.
2. That whereas the said Mary E. Earle died possessed of the full and entire equitable interest or estate in the aforesaid real estate, the naked legal title to the same is in the defendant, William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic; he having purchased the same at a foreclosure proceedings, known as Cause NO. 3007 in this Court, which cause was a foreclosure of a mortgage held as a part of the trust estate of Mary E. Earle, lunatic, said trust estate being known as No. 727 in this Court and in which trust estate the said Trustee and Committee was under an Order of this Court authorized to purchase the real estate herein described, under conditions mentioned in said order, and the said William R. Horney, Trustee and Committee as aforesaid, received a deed for the real estate aforesaid from J. Frank Harper, Assignee of Mortgage and Vendor, said deed bearing date of November 20th., 1934, and recorded in Liber B.H.T. No. 18, folios 461 &etc., a Land Record Book for Queen Anne's County, a certified copy of said deed marked "Plaintiffs Exhibit No. 1" is filed herewith and prayed to be taken as a part hereof.
3. That the said Mary E. Earle died without leaving surviving her, a husband (she never having married), or child or children or descendant of a child or children, nor mother, nor father, but the following as her only heirs at law, your orator, Richard T. Earle, a brother of the half blood, and the defendants, Rose B. Gartner nee Rose Earle Babcock, William S. Babcock, James E. Babcock, Dorothy B. Richardson nee Dorothy Wells Babcock, Elizabeth B. Mertz nee Elizabeth Johns Babcock, Henry E. Babcock and Richard E. Babcock, the said defendants being all the living children and heirs at law of Anne J. Babcock nee Anna J. Earle, a sister of the whole blood to the said Mary E. Earle, deceased and who predeceased the said Mary E. Earle.
4. That your orator, Richard T. Earle, has an undivided one half interest and estate in the aforesaid real estate possessed by the said Mary E. Earle, deceased; and that the said defendants, Rose B. Gartner, William S. Babcock, James E. Babcock, Dorothy B. Richard, Elizabeth B. Mertz, Henry E. Babcock and Richard E. Babcock have each an undivided one fourteenth interest and estate in the aforesaid real estate possessed by the said Mary E. Earle, deceased.
5. That the said William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, is made a party to this cause so that both the equitable and legal estate may be sold.
6. That your orator, Richard T. Earle, is married to Cora B. Earle, the other plaintiff in this cause; that the defendant Rose B. Gartner is married to the defendant, Dennis Ellwood Gartner, and they reside at #713 S. Buchanan St., Arlington, in the State of Virginia; that the defendant, William S. Babcock, is married to the defendant, Mary Marywell Heyard Babcock, and they reside at #1537 Hawthorne Ave., Columbus, in the State of Ohio; that the defendant, James E. Babcock, is married to the defendant, Margaret Babcock, and they reside at either Passadena or Altedena, in the state of California; that the defendant, Dorothy B. Richardson,

is married to the defendant, John T. Richardson, and they reside at #1669 Columbia Road, Washington in the District of Columbia; that the defendant, Elizabeth B. Mertz, is married to the defendant, Christopher C. Mertz, and they reside at #5619 Potomac Ave., Washington in the District of Columbia; that the defendant, Henry E. Babcock, is married to the defendant, Marcella Hammett Babcock, and they reside at #114 Elmwood Ave., Oak Park in the State of Illinois; and that the defendant, Richard E. Babcock, is married to the defendant, Amelia Clarkson Babcock, and they reside at #2813 Q.St.N.W., Washington in the District of Columbia; that the Defendant William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, resides in Queen Anne's County, State of Maryland: that all the parties to this cause both plaintiffs and defendants are adults.

7. Your orators are advised and so allege that the real estate aforesaid is not susceptible of division among the parties in interest in proportion to their respective interests therein without material loss and injury and that they have not only a right to have sold the full and equitable estate possessed by the said Mary E. Earle but also the naked legal title now in William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, and the proceeds, after deducting therefrom the expenses of making said sale, distributed to the parties in interest in proper proportion to their respective interest therein.

To the end therefore:

1. That a decree may be passed in this cause for the sale of both the equitable and legal estate in the real estate herein mentioned and described.
2. That the net proceeds derived from the sale of the aforesaid real estate may be distributed among the parties in interest in accordance with their respective interests therein.
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 an Order of Publication giving notice to the said Rose B. Gartner and Dennis Ellwood Gartner, her husband, William S. Babcock and Mary Marywell Heyard Babcock, his wife, James E. Babcock and Margaret Babcock, his wife, Dorothy B. Richardson and John T. Richardson, her husband, Elizabeth B. Mertz and Christopher C. Mertz, her husband, Henry E. Babcock and Marcella Hammett Babcock, his wife, and Richard E. Babcock and Amelia Clarkson Babcock, his wife, all non residents of the State of Maryland, of the substance and object of this bill and warning them and each of 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 may have, why a decree should not pass as prayed: and also the writ of subpoena directed to the Sheriff of Queen Anne's County Commanding him to summon William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, 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.

And as in duty bound &etc.

RICHARD T. EARLE  
Solicitor for Plaintiffs.

Filed March 30th, 1937.

ORDER OF PUBLICATION  
Filed March 30, 1937.

ORDER OF PUBLICATION.

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

Richard T. Earle and  
Cora B. Earle, his wife,  
Plaintiffs,

vs.

Rose B. Gartner and Dennis Ellwood Gartner, her husband,  
William S. Babcock and Mary Marywell Heyard Babcock, his wife,  
James E. Babcock and Margaret Babcock, his wife,  
Dorothy B. Richardson and John T. Richardson, her husband,  
Elizabeth B. Mertz and Christopher C. Mertz, her husband,  
Henry E. Babcock and Marcella Hemmett Babcock, his wife,  
Richard E. Babcock and Amelia Clarkson Babcock, his wife,  
William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic,  
Defendants.

The object of this suit is to secure a decree for the sale of a certain tract of land situate in the Third Election District of Queen Anne's County, Maryland, of which Mary E. Earle, late of said county possessed the equitable estate and the naked legal title to which is the defendant, William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, and the distribution of the net proceeds of sale among the parties in interest in accordance with their respective interest therein.

The bill states that Mary E. Earle, died intestate about Dec. 30th., 1936, leaving

Richard T. Earle, one of the plaintiffs, a half brother, possessed of an undivided one half interest in the estate possessed by Mary E. Earle and the defendants Rose B. Gartner, William S. Babcock, James E. Babcock, Dorothy B. Richardson, Elizabeth B. Mertz, Henry E. Babcock, and Richard E. Babcock, only living children and heirs at law of Anne J. Babcock nee Anne J. Earle, a sister of Mary E. Earle, who predeceased the said Mary E. Earle, each possessed of an undivided one fourteenth interest in the estate of which Mary E. Earle died possessed.

That the defendant Rose B. Gartner is married to the defendant Dennis Ellwood Gartner, the defendant, William S. Babcock is married to the defendant, Mary Marywell Heyard Babcock, the defendant, James E. Babcock, is married to the defendant, Margaret Babcock, the defendant, Dorothy B. Richardson, is married to the defendant, John T. Richardson, the defendant, Elizabeth B. Mertz, is married to the defendant Christopher C. Mertz, the defendant Henry E. Babcock, is married to the defendant, Marcella Hemmett Babcock, the defendant Richard E. Babcock, is married to the defendant, Amelia Clarkson Babcock: that all above named defendants are non-residents of the State of Maryland, and all of the parties to this cause are adults.

That the said real estate is not susceptible of division among the parties in interest in proportion to their respective interest therein without material loss and injury and ask that the same be sold under a decree of this Court and the net proceeds be distributed among the parties in interest in accordance with their respective interest therein.

It is thereupon adjudged and ordered that the complainants by causing a copy of this order to be inserted in a newspaper printed and published in Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 1st day of May, in the year nineteen hundred and thirty seven, giving notice to the said absent defendants of the object and substance of this bill, and warning them to appear in this court, in person or by solicitor on or before the 17th day of May, in the year nineteen hundred and thirty seven, to answer the premises and show cause, if any they have, why a decree ought not to pass as prayed.

William H. Carter, Clerk.

Filed March 30th, 1937.

PLAINTIFF'S EXHIBIT NO. 1  
Filed March 30, 1937.

.....  
#16,849. QUEEN ANNE'S COUNTY, TO  
WIT: Be it remembered that on the Twenty Second day of November, in the year nineteen hundred and thirty four, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twentieth day of November, in the year nineteen hundred and thirty four, by J. Frank Harper, of Queen Anne's County, State of Maryland, (but temporarily in the City of Baltimore, State of Maryland, at the time of the execution of this deed), Assignee of Mortgage and Vendor;

WHEREAS, by virtue and in execution of the power of sale contained in the mortgage from William H. DeLacy, et al., to The Centreville National Bank of Maryland, a body corporate, bearing date the 12th day of May, 1917, and recorded in Liber W. F. W. No. 10, folios 314, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was, by mesne assignments, duly assigned to the said J. Frank Harper by assignments duly recorded among said land records at the foot of said mortgage, the said J. Frank Harper, as Assignee of said mortgage as aforesaid, after default had occurred in the terms of said mortgage and after due public notice of sale, and after having duly filed his bond in the Circuit Court for Queen Anne's County in Equity, did, on the 4th day of September, 1934, sell at public sale the real estate hereinafter described and conveyed, being all the real estate mentioned in and granted and conveyed by said mortgage, unto William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, he being then and there the highest bidder therefor, at and for the sum of Thirty Five Hundred Dollars (\$3,500.00), and he, the said William R. Horney, Trustee and Committee as aforesaid, having been authorized to be a bidder at said sale and to become the purchaser of said mortgaged property at a price not to exceed a certain sum by the order of said Court passed on the 20th day of August, 1934, in Chancery Cause No. 727 entitled "In the Matter of the Lunacy of Mary E. Earle", and the said sale, having been reported to the said Circuit Court for Queen Anne's County in Equity, in the cause in said Court entitled "J. Frank Harper, Assignee of Mortgage vs. William H. DeLacy and Annette DeLacy, his wife, and James T. DeLacy, Mortgageors", being Cause No. 3007 on the Chancery Docket of said Court, was, by the said Court after order nisi, and the due publication thereof, finally ratified and confirmed by its order passed in said last mentioned cause on the 15th day of November, 1934, and the said William R. Horney, Trustee and Committee as aforesaid, having fully paid the purchase money therefor, is entitled to a deed of conveyance of the said real estate;

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and of the said sum of Thirty Five Hundred Dollars (\$3,500.00), the said J. Frank Harper, Assignee of Mortgage and Vendor, does hereby grant and convey unto the said William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, his heirs, successors and assigns, in fee simple, the following described real estate (being the real estate (being the real estate sold unto

him as Trustee and Committee as aforesaid) and all the right, title, interest and estate therein of all the parties to the aforesaid mortgage and to the aforesaid Chancery Cause No. 3007, to wit:

ALL that tract of land or farm, or parts of tracts or parcels of land now embraced in one farm, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Starr to Wye Mills, adjoining the lands of Robert Mullikin, William J. Emerson and others, containing two hundred and forty three (243) acres of land, more or less; being the same land which was granted and conveyed unto the said William H. DeLacy, Annettee DeLacy and James T. DeLacy by William Boyles and Mary A. Boyles, his wife, by deed bearing date the 11th day of September, 1911, and recorded in Liber S. S. No. 10, folios 340, etc., a land record book for Queen Anne's County aforesaid.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

WITNESS the hand and seal of the said Grantor:

J. FRANK HARPER (SEAL)  
Assignee of Mortgage and Vendor.

TEST:

ROSE V. FARRELL

STATE OF MARYLAND, )  
BALTIMORE CITY, ) TO WIT:

I HEREBY CERTIFY that on this Twentieth day of November, in the year nineteen hundred and thirty four, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared J. Frank Harper, Assignee of Mortgage and Vendor, and acknowledged the foregoing DEED to be his act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

Notary  
Public  
Seal.

ROSE V. FARRELL  
Notary Public.

My commission expires May 6, 1935.

One-Three Dollar and One-Fifty Cent  
Int. Rev. Stamps. Endorsed W.R.H.  
11/20/34.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 18, folios 461, etc., a Land Record Book for Queen Anne's County.

Seal's  
Place.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this Thirtieth day of March, in the year nineteen hundred and thirty seven.

WILLIAM H. CARTER Clerk

Filed March 30th, 1937.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO William R. Horney, Trustee and  
Committee of Mary E. Earle, Lunatic  
Seal's  
Place.



## 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 April, next, to answer the complaint of Richard T. Earle and Cora B. Earle, his wife against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Monday of March 1937.

Issued the 30th day of March 1937.

Richard T. Earle

WILLIAM H. CARTER Clerk.

Solicitor for Complainants

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

WILLIAM H. CARTER Clerk/

And on the back of the foregoing subpoena was thus endorsed, to wit:-

Served by reading summons to Wm. R. Horney and leaving copy of same.

T. H. Everett  
Sheriff

March 31-1937

Filed March 31-1937.

ORDER OF PUBLICATION  
Filed June 15, 1937.

## ORDER OF PUBLICATION.

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

Richard T. Earle and  
Cora B. Earle, his wife,  
Plaintiffs,

No. 3122 Chy.

vs.

Rose B. Gartner and Dennis Ellwood Gartner, her husband,  
William S. Babcock and Mary Marywell Heyard Babcock, his wife,  
James E. Babcock and Margaret Babcock, his wife,  
Dorothy B. Richardson and John T. Richardson, her husband,  
Elizabeth B. Mertz and Christopher C. Mertz, her husband,  
Henry E. Babcock and Marcella Hemmett Babcock, his wife,  
Richard E. Babcock and Amelia Clarkson Babcock, his wife,  
William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic,  
Defendants.

The object of this suit is to secure a decree for the sale of a certain tract of land situate in the Third Election District of Queen Anne's County, Maryland, of which Mary E. Earle, late of said County possessed the equitable estate and the naked legal title to which is in the defendant, William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, and the distribution of the net proceeds of sale among the parties in interest in accordance with their respective interest therein

The bill states that Mary E. Earle, died intestate about Dec. 30th., 1936, leaving Richard T. Earle, one of the plaintiffs, a half brother, possessed of an undivided one half interest in the estate possessed by Mary E. Earle and the defendants, Rose B. Gartner, William S. Babcock, James E. Babcock, Dorothy B. Richardson, Elizabeth B. Mertz, Henry E. Babcock and Richard E. Babcock, only living children and heirs at law of Anne J. Babcock nee Anne J. Earle, a sister of Mary E. Earle, who predeceased the said Mary E. Earle, each possessed of an undivided one fourteenth interest in the estate of which Mary E. Earle died possessed.

That the defendant Rose B. Gartner is married to the defendant Dennis Ellwood Gartner, the defendant, William S. Babcock is married to the defendant, Mary Marywell Heyard Babcock, the defendant, James E. Babcock, is married to the defendant, Margaret Babcock, the defendant Dorothy B. Richardson is married to the defendant, John T. Richardson, the defendant, Elizabeth B. Mertz is married to the defendant, Christopher C. Mertz, the defendant, Henry E. Babcock is married to the defendant,

Marcella Hemmett Babcock, the defendant Richard E. Babcock is married to the defendant, Amelia Clarkson Babcock, that all of the above named defendant are non residents of the State of Maryland, and all of the parties to this cause are adults.

That the real estate is not susceptible of division among the parties in interest in proportion to their respective interest therein without material loss and injury and ask that the same be sold under a decree of this Court and the net proceeds be distributed among the parties in interest in accordance with their respective interest therein.

It is thereupon adjudged and ordered that the complainants by causing a copy of this order to be inserted in a newspaper printed and published in Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 20th day of July, in the year nineteen hundred and thirty seven, giving notice to the said absent defendants of the object and substance of this bill, and warning them to appear in this court, in person or by solicitor on or before the 5th day of August, in the year nineteen hundred and thirty seven, to answer the premises and show cause, if any they have, why a decree ought not to pass as prayed.

WILLIAM H. CARTER, Clerk.

Filed June 15th, 1937.

ANSWER OF ROSE E. B. GARTNER, ET AL.,  
AND POWERS OF ATTORNEY  
Filed June 23, 1937.

RICHARD T. EARLE and  
CORRA B. EARLE, his wife,  
Plaintiffs,  
  
vs.  
  
ROSE B. GARTNER, ET AL.  
Defendants.

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In the Circuit Court for  
Queen Anne's County  
in Equity.  
  
Cause No. 3122.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Rose E. B. Gartner and Dennis E. Gartner, her husband, William S. Babcock and Mary B. H. Babcock, his wife, James E. Babcock and Margaret V. Babcock, his wife, Dorothy W. B. Richardson and John T. Richardson, her husband, Elizabeth J. B. Mertz and Christopher C. Mertz, her husband, Henry H. Babcock and Emmitt Marcella Babcock, his wife, and Richard E. Babcock and Amelia C. Babcock, his wife, by William R. Horney, their attorney-in-fact, to the Bill of Complaint of Richard T. Earle and Cora B. Earle, his wife, exhibited against them in the above entitled cause, says:

That these Defendants neither admit nor deny any of the matters and things alleged in said Bill of Complaint.

WM. R. HORNEY  
Attorney-in-Fact for Rose E. B. Gartner,  
et al.

WM. R. HORNEY  
Solicitor for Attorney-in-Fact.

Filed June 23, 1937.

KNOW ALL MEN BY THESE PRESENTS, that we, Rose E. B. Gartner and Dennis E. Gartner, her husband, non-residents, of the State of Maryland, residing in Arlington County, State of Virginia, do hereby constitute and appoint William R. Horney, of Queen Anne's County, State of Maryland, to be our true and lawful attorney, for us and in our names to answer by neither admitting nor denying the allegations contained in the bill of complaint about to be filed by Richard T. Earle, of Queen Anne's County aforesaid, in the Circuit Court for Queen Anne's County in Equity for the sale of the tract of land or farm, known as "The Delacy Farm", for the purpose of partition, and thereafter to prosecute such suit to a final conclusion for the protection of our interests as we may from time to time direct.

WITNESS our hands and seals, this 29th day of March, 1937:

TEST: (as to both parties).

WALTER O. HARA

ROSE E. B. GARTNER (SEAL)

DENNIS E. GARTNER (SEAL)

STATE OF VIRGINIA, )  
 ) TO WIT:  
ARLINGTON COUNTY, )

I HEREBY CERTIFY that on this 29th day of March, 1937, before me, the subscriber, a Notary Public of the State of Virginia in and for Arlington County aforesaid, duly commissioned and qualified according to law, personally appeared Rose E. B. Gartner and Dennis E. Gartner, her husband, and each acknowledged the foregoing POWER OF ATTORNEY to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

ROBERT O'HARA  
Notary Public.

Notary  
Public  
Seal.

My commission expires July 2, 1939.

Filed June 23rd, 1937.

KNOW ALL MEN BY THESE PRESENTS, that we, William S. Babcock and Mary B. H. Babcock, his wife, non-residents, of the State of Maryland, residing in Franklin County, State of Ohio, do hereby constitute and appoint William R. Horney, of Queen Anne's County, State of Maryland, to be our true and lawful attorney, for us and in our names to answer by neither admitting nor denying the allegations contained in the bill of complaint about to be filed by Richard T. Earle, of Queen Anne's County aforesaid, in the Circuit Court for Queen Anne's County in Equity for the sale of the tract of land or farm, known as "The Delacy Farm", for the purpose of partition, and thereafter to prosecute such suit to a final conclusion for the protection of our interests as we may from time to time direct.

WITNESS our hands and seals, this 9th day of April, 1937:

TEST: (as to both parties). WILLIAM S. BABCOCK (SEAL)  
GLENN M. LAWRENCE MARY B. H. BABCOCK (SEAL)

STATE OF OHIO, )  
 ) TO WIT:  
FRANKLIN COUNTY, )

I HEREBY CERTIFY that on this 9th day of April, 1937, before me, the subscriber, a Notary Public of the State of Ohio in and for Franklin County aforesaid, duly commissioned and qualified according to law, personally appeared William S. Babcock and Mary B. H. Babcock, his wife, and each acknowledged the foregoing POWER OF ATTORNEY to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

HOWARD P. STALLMAN  
Notary Public.

HOWARD P. STALLMAN  
NOTARY PUBLIC, FRANKLIN COUNTY, O.  
MY COMMISSION EXPIRES DEC. 30, 1937.

Notary  
Public  
Seal.

Filed June 23rd, 1937.

KNOW ALL MEN BY THESE PRESENTS, that we, James E. Babcock and Margaret V. Babcock, his wife, non-residents of the State of Maryland, residing in Los Angeles County, State of California, do hereby constitute and appoint William R. Horney, of Queen Anne's County, State of Maryland, to be our true and lawful attorney, for us and in our names to answer by neither admitting nor denying the allegations contained in the bill of complaint about to be filed by Richard T. Earle, of Queen Anne's County aforesaid, in the Circuit Court for Queen Anne's County in Equity for the sale of the tract of land or farm, known as "The Delacy Farm", for the purpose of partition, and thereafter to prosecute such suit to a final conclusion for the protection of our interests as we may from time to time direct.

WITNESS our hands and seals, this 19th day of June, 1937:

TEST: (as to both parties). JAMES E. BABCOCK (SEAL)  
MARGARET V. BABCOCK (SEAL)

S. L. Clark  
Witness

STATE OF CALIFORNIA )  
 ) TO WIT:  
LOS ANGELES COUNTY )

I HEREBY CERTIFY that on this 18th day of June, 1937, before me, the subscriber, a Notary Public of the State of California in and for Los Angeles County aforesaid, duly commissioned and qualified according to law, personally appeared James E. Babcock and Margaret V. Babcock, his wife, and each acknowledged the foregoing POWER OF ATTORNEY to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written.

HAZEL M. GOODWIN  
Notary Public.

My commission expires May 5th, 1938

Filed June 23rd, 1937.

Notary  
Public  
Seal.

KNOW ALL MEN BY THESE PRESENTS, that we, Dorothy W. B. Richardson and John T. Richardson, non-residents, of the State of Maryland, residing in the City of Washington, District of Columbia, do hereby constitute and appoint William R. Horney, of Queen Anne's County, State of Maryland, to be our true and lawful attorney, for us and in our names to answer by neither admitting nor denying the allegations contained in the bill of complaint about to be filed by Richard T. Earle, of Queen Anne's County aforesaid, in the Circuit Court for Queen Anne's County in Equity for the sale of the tract of land or farm, known as "The Delacy Farm", for the purpose of partition, and thereafter to prosecute such suit to a final conclusion for the protection of our interests as we may from time to time direct.

WITNESS our hands and seals, this 31st day of March, 1937:

TEST: (as to both parties).  
HARRY D. GORDON

DOROTHY W. B. RICHARDSON (SEAL)  
JOHN T. RICHARDSON (SEAL)

CITY OF WASHINGTON, )  
 ) TO WIT:  
DISTRICT OF COLUMBIA, )

I HEREBY CERTIFY that on this 31st day of March, 1937, before me, the subscriber, a Notary Public of the District of Columbia in and for the City of Washington aforesaid, duly commissioned and qualified according to law, personally appeared Dorothy W. B. Richardson and John T. Richardson, her husband, and each acknowledged the foregoing POWER OF ATTORNEY to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

ALFRED H. PLANT JR.  
Notary Public.

My commission expires Oct. 23, 1938.

Notary  
Public  
Seal.

Filed June 23rd, 1937.

KNOW ALL MEN BY THESE PRESENTS, that we, Elizabeth J. B. Mertz and Christopher C. Mertz, her husband, non-residents of the State of Maryland, residing in the City of Washington, District of Columbia, do hereby constitute and appoint William R. Horney, of Queen Anne's County, State of Maryland, to be our true and lawful attorney, for us and in our names to answer by neither admitting nor denying the allegations contained in the bill of complaint about to be filed by Richard T. Earle, of Queen Anne's County aforesaid, in the Circuit Court for Queen Anne's County in Equity for the sale of the tract of land or farm, known as "The Delacy-Farm", for the purpose of partition, and thereafter to prosecute such suit to a final conclusion for the protection of our interests as we may from time to time direct.

WITNESS our hands and seals, this 30 day of March, 1937:

TEST: (as to both parties).  
G. J. FEHRMAN

CHRISTOPHER C. MERTZ (SEAL)  
ELIZABETH J. B. MERTZ (SEAL)

DISTRICT OF COLUMBIA, )  
 ) TO WIT:  
CITY OF WASHINGTON, )

I HEREBY CERTIFY that on this 30 day of March, 1937, before me, the subscriber, a Notary Public of the District of Columbia in and for the City of Washington aforesaid, duly commissioned and qualified according to law, personally appeared Elizabeth J. B. Mertz and Christopher C. Mertz, her husband, and each acknowledged the foregoing POWER OF ATTORNEY to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

G. J. FEHRMAN  
Notary Public.

Notary  
Public  
Seal.

Filed June 23rd, 1937.

KNOW ALL MEN BY THESE PRESENTS, that we, HENRY H. BABCOCK and EMMITT MARCELLA BABCOCK, his wife, non-residents, of the State of Maryland, residing in Cook County, State of Illinois, do hereby constitute and appoint William R. Horney, of Queen Anne's County, State of Maryland, to be our true and lawful attorney, for us and in our names to answer by neither admitting nor denying the allegations contained in the bill of complaint about to be filed by Richard T. Earle, of Queen Anne's County aforesaid, in the Circuit Court for Queen Anne's County in Equity for the sale of the tract of land or farm, known as "The Delacy Farm", for the purpose of partition, and thereafter to prosecute such suit to a final conclusion for the protection of our interests as we may from time to time direct.

WITNESS our hands and seals, this 2nd day of April, 1937:

TEST: (as to both parties)  
W. R. KLUGE

HENRY H. BABCOCK (SEAL)  
EMMITT MARCELLA BABCOCK (SEAL)

Filed June 23rd, 1937.

STATE OF ILLINOIS )  
 ) TO WIT:  
COOK COUNTY )

I HEREBY CERTIFY that on this 2nd day of April, 1937, before me, the subscriber, a Notary Public of the State of Illinois in and for Cook County aforesaid, personally appeared HENRY R. BABCOCK and EMMITT MARCELLA BABCOCK, his wife, and each acknowledged the foregoing POWER OF ATTORNEY to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal, the day and year last above written.

CAROLYN W. SMITH  
Notary Public.

MY COMMISSION EXPIRES APRIL 18th, 1940.

Notary  
Public  
Seal.

KNOW ALL MEN BY THESE PRESENTS, that we, Richard E. Babcock and Amelia C. Babcock, his wife, non-residents, of the State of Maryland, residing in the City of Washington, District of Columbia, do hereby constitute and appoint William R. Horney, of Queen Anne's County, State of Maryland, to be our true and lawful attorney, for us and in our names to answer by neither admitting nor denying the allegations contained in the bill of complaint about to be filed by Richard T. Earle, of Queen Anne's County aforesaid, in the Circuit Court for Queen Anne's County in Equity for the sale of the tract of land or farm, known as "The Delacy Farm", for the purpose of partition, and thereafter to prosecute such suit to a final conclusion for the protection of our interests as we may from time to time direct.

WITNESS our hands and seals, this 30th day of March, 1937:

TEST: (as to both parties).  
CATHARINE S. WILTON

RICHARD E. BABCOCK (SEAL)  
AMELIA C. BABCOCK (SEAL)

DISTRICT OF COLUMBIA, )  
CITY OF WASHINGTON, ) TO WIT:

I HEREBY CERTIFY that on this 30th day of March, 1937, before me, the subscriber, a Notary Public of the District of Columbia in and for the City of Washington aforesaid, duly commissioned and qualified according to law, personally appeared Richard E. Babcock and Amelia C. Babcock, his wife, and each acknowledged the aforegoing POWER OF ATTORNEY to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

CATHARINE S. WILTON  
Notary Public, D. C.

My commission expires May 31, 1938.

Notary  
Public  
Seal.

Filed June 23rd, 1937.

ANSWER OF WILLIAM R. HORNEY,  
TRUSTEE AND COMMITTEE OF MARY  
E. EARLE  
Filed June 23, 1937.

RICHARD T. EARLE and  
CORA B. EARLE, his wife,  
Plaintiffs,

vs.

ROSE B. GARTNER, ET AL.  
Defendants.

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

Cause No. 3122.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, to the Bill of Complaint of Richard T. Earle and Cora B. Earle, his wife, exhibited against him and others in the above entitled cause, says:

That this Defendant neither admits nor denies any of the matters and things alleged in said Bill of Complaint.

WM. R. HORNEY  
Trustee and Committee of Mary E. Earle.

WM. R. HORNEY  
Solicitor for Trustee and  
Committee.

Filed June 23rd, 1937.

PETITION TO CEASE PUBLISHING  
ORDER OF PUBLICATION  
Filed June 23, 1937.

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

Richard T. Earle and  
Cora B. Earle, his wife,  
Plaintiffs,

vs.

Rose B. Gartner et als.  
Defendants.

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Cause No. 3122.

To the Honorable, the Judges of said Court:

The petition of Richard T. Earle and Cora B. Earle by Richard T. Earle, their attorney, to your Honors, respectfully shows:

1. That the Bill of Complaint filed in this cause on March 30th., 1937, asking for an Order of Publication against non-residents defendants, directed the said Order of Publication "to lie in Office", relying upon a statement of William R. Horney, Atty., that he would have a power of attorney to represent said non-resident defendants, who were all adults, but that the said Horney not receiving a power of attorney from each of said non-resident defendants, your petitioners did on June 15th, last, direct said Order of Publication to be published in The Queenstown News.

2. That the said Horney, acting under a power of attorney from each of said non-resident defendants, has entered his appearance and filed an answer for each of them and therefore the publication of said Order of Publication ceases to be necessary.

May it please to Court to pass an order herein directing the Clerk of this Court to have said Order of Publication cease being published.

Respectfully submitted,

RICHARD T. EARLE  
Atty. for Plaintiffs.

Filed June 23, 1937.

ORDER OF COURT  
Filed June 23, 1937.

The foregoing petition having been read and considered, it is hereupon Ordered this 23rd day of June, 1937, by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, that Wm. H. Carter, Clerk of this Court, be and he is hereby directed and ordered by this Court to notify The Queenstown News to no longer publish The Order of Publication issued in this cause.

THOS. J. KEATING

Filed June 23rd, 1937.

NOTICE TO EXAMINER OF DESIRE  
TO TAKE TESTIMONY ON THE PART OF  
PLAINTIFFS AND SUMMON WITNESS.

Richard T. Earle and Cora B. Earle, his wife, Plaintiffs,	#	In the Circuit Court for Queen Anne's County in Equity.
vs.	#	
Rose B. Gartner et als., Defendants.	#	Cause No. 3122.
	#	

To H. B. W. Mitchell, Examiner of said Court:

This is to notify you that the Plaintiffs in the above entitled cause desire to take testimony before you in support of the allegations contained in their Bill of Complaint on the day of , 1937, at o'clock

Will you please notify William R. Horney, attorney for the defendants, of the day, hour and place of the taking of testimony so that he may be present if he so desires.

Will you also kindly issue a subpoena for William R. Horney commanding him to be present at the taking of such testimony, for the purpose of testifying as a witness on the part of the plaintiffs.

RICHARD T. EARLE  
Atty. for Plaintiffs.

SUMMONS

Richard T. Earle and Cora B. Earle, his wife,	o	In the Circuit Court for Queen Anne's County, in Equity.
vs.	o	
Rose B. Gartner et al.	o	No. 3122.
	o	

To T. Herbert Everett, Sheriff of Queen Anne's County, Maryland.

You are hereby commanded to summon William R. Horney to appear at my office in Centreville Maryland, Wednesday, July 28th., 1937, at 10 o'clock a. m., to testify on behalf of the plaintiff in the above entitled case.

H. B. W. MITCHELL  
EXAMINER IN CHANCERY

DEPOSITIONS  
Filed July 29, 1937.

Richard T. Earle and Cora B. Earle, his wife, Plaintiffs,	#	In the Circuit Court for Queen Anne's County in Equity.
vs.	#	
Rose B. Gartner et als. Defendants	#	Cause No. 3122.
	#	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of H. B. W. Mitchell, one of the standing examiners of this Court, respectfully sets forth:

Your Examiner having been notified in writing by Richard T. Earle, attorney for the plaintiffs, that the plaintiffs in the above entitled cause, desired to take testimony in support of the allegations contained in the Bill of Complaint, on the 28 day of July, 1937, at 10 o'clock and requested to notify William R. Horney, Trustee and Committe of Mary E. Earle and also William R. Horney, attorney for the defendants, of the day, hour and place of the taking of said testimony so that he might be present if he so desired; and also to issue a subpoena for William R. Horney commanding him to be and appear before me at the time and place aforesaid to testify on behalf of the plaintiffs. Your examiner notified the said William R. Horney, Committe and trustee for Mary E. Earle, lunatic, and also as attorney for the balance of the defendants, of the time and place of the taking of said testimony and also issued a subpoena for the appearance of the said William E. Horney as requested, which said subpoena has been returned served. Pursuant to said notice, your examiner did attend in his own office in the town of Centreville, Queen Anne's County, Maryland, at 10 o'clock on the 28th. day of July, 1937, for the purpose of taking said testimony in this cause, there being present Richard T. Earle, atty. for plaintiffs and William R. Horney in his individual capacity as a witness for the plaintiffs and also as attorney for the defendants, and proceeded to take the following testimony.

William R. Horney, the first witness of lawful age, having first been duly sworn, deposes and says: Questions by Richard T. Earle.

1 Q. State your name, age, residence and occupation.

A. My name is William R. Horney, I am 38 years of age, reside in Centreville, Queen Anne's County, Maryland, and am engaged in the practice of law.

2 Q. Do you know the parties to this suit or any of them?

A. I have known the plaintiffs for many years. I have served as Committe and Trustee for Mary E. Earle, Lunatic, for several years before her death, and in such capacity am named as one of the defendants in this cause. I have filed an answer under power of attorney for the following defendants Rose E. B. Gartner and Dennis E. Gartner, who I believe to be the same parties named in this cause as Rose B. Gartner and Dennis Ellwood Gartner; and for William S. Babcock and Mary B. H. Babcock, his wife, who are the same parties named in the Bill as William S. Babcock and Mary Marywell Heyard Babcock; and for James E. Babcock and Margaret V. Babcock, his wife, who are named in the Bill as James E. Babcock and Margaret Babcock, his wife; and Dorothy W. B. Richardson and John T. Richardson, her husband; who are the same parties named in the Bill as Dorothy B. Richardson and John T. Richardson, her husband, and Elizabeth J. B. Mertz and Christopher C. Mertz, her husband, and are the same parties named in the Bill as Elizabeth B. Mertz and Christopher C. Mertz, her husband; Henry H. Babcock and Emmitt Marcella Babcock, his wife, who are the same parties name in the bill as Henry E. Babcock and Marcella Hemmett Babcock, his wife; and for Richard E. Babcock and Amelia C. Babcock, his wife, and are the same parties named in the Bill as Richard E. Babcock and Amelia Clarkson Babcock, his wife; as will appear by notirized power of attorney from these parties to me.

3. Q Did you occupy any fiduciary relationship towards Mary E. Earle during her lifetime?

A. Yes, I was appointed by this Court in Cause No. 727 Chancery, Trustee and Committee of Mary E. Earle, Lunatic, and served as such for abe ut six years before her death up to the time of her death in Dec. 30th., 1936.

4. Q. Did Miss Earle leave a last will and tetsament?



A. I know of none, in the cause in which I was acting as Committee and Trustee, Miss Earle had been adjudicated a Lunatic and was so adjudicated at the time of her death.

5. Q. As Trustee for Miss Earle did you have any dealing with the real estate, the subject of this suit, if so, what?

A. Yes, When I was appointed Trustee and Committee of Miss Earle, I was assigned as such by the former trustee, a mortgage in the sum of \$4,500.00, given by William H. Delacy and others on the land herein involved; the interest on the same becoming in arrears, I, under an Order of this Court assigned said mortgage to J. Frank Harper, my law pardner for the purposes of foreclosure and collection and also secured an Order from the Court authorizing me to bid the sum of \$4,500.00 for the protection of waid trust estate; at the foreclosure of the said mortgage, the land not bringing that much, I, as Trustee and committe of Mary E. Earle, Lunatic, purchased the same and held and managed the same for the trust estate until her death, since which time the same has been in the heirs of the said Mary E. Earle except the naked legal title to said land is in me as Trustee and Committee of Mary E. Earle, Lunatic.

6. Q. I herewith hand you a paper writing, marked Plaintiffs Exhibit #1, purporting to be a certified copy of a deed from J. Frank Harper, Assignee of Mortgage and Vendor to William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, dated the twentieth day of Novemner, 1934, and recorded in Liber B.H.T. No. 18 folios 461 etc., a Land Record Book for Queen Anne's County, and ask you if you can identify said paper writing?

A. Yes, that is a certified copy of the deed received by me as Trustee and Committe of Mary E. Earle, Lunatic from J. Frank Harper, Assigner and Vendor of this land herein in question formerly sold under the mortgage foreclosure and purchased by me under Order of Court.

Said paper writing is now handed to the examiner by Mr. Earle with the request that the same be filed before the examiner and marked for identification. The said paper writing is filed with the Examiner and marked by him Examiner's Exhibit A.

7. A. Are you familiar with the physical outlay of the lands and buildings of the tract of land herein involved and known as the Delacy Farm, and if so, can it be divided among the parties in interest in kind in accordance with their respective interest therein, and if not why not? without material loss or injury to any of them?

A. Yes, I am familiar with the lands and buildings in question, the dwelling house and outbuildings lay nearly in the center of the farm and the fences are arranged as is usual the case to so divide the farm in reference to the buildings, so that in my opion it would be impossible without material loss or injury to divide said farm so that seven of the heirs would each receive a one fourteenth interest and the other receive a seven fourteenth interest therein; some of the portions would be so small and so located that they would practically be worthless.

Examiner's Special:

Do you know, or can state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or any of them, or that may be material to the subject of this your examination, or the matters in question between the partiest? If yes, state the same fully and at large in your answer.

Answer. I do not.

WM. R. HORNEY

Richard T. Earle, the next witness of lawful age called on the part of the plaintiffs, having been sworn, deposes and says.

My name is Richard T. Earle, I am 55 years of age, reside in Centreville, where I am engaged in the practice of law. I with my wife are plaintiffs in this cause. I know Rose B. Gartner described in her answer filed herein as Rose E. B. Gartner, William S. Babcock, James E. Babcock, Dorothy B. Richardson described in her answer herein filed as Dorothy W. B. Richardson, Elizabeth B. Mertz described in her answer as Elizabeth J. B. Mertz, Henry E. Babcock correctly set forth in his answer as Henry H. Babcock, and Richard E. Babcock and have known them for many years and know that they are the only living children and heirs at law of Anne J. Babcock formerly Anne J. Earle a sister of the whole blood of Mary E. Earle, deceased. The said Anne J. Babcock and William S. Babcock, her husband, who is now deceased, had one or two other children than those mentioned, who are dead without leaving children, one of whom Catherine Babcock died after reaching maturity but died intestate all predeceased Mary E. Earle. I myself am a half borther of Mary E. Earle, deceased. I know the husband of Mrs. Mertz, the said Christopher C. Mertz, and Amelia Clarkson Babcock, the wife of Richard E. Babcock, and the wife of William S. Babcock, all of the said Husbands and wives respectively of above parties have filed their answers herein. I also have known William R. Horney for many years and know that he was Trustee and committe of Mary E. Earle, Lunatic, my half sister, for many years prior to her death, he succeeding me as such. I know that Mary E. Earle died Dec. 30th., 1936, at Springfiled State Hospital, where she was detained, being so advised my the Hospital, and arranged for her funeral. She died intestate and William S. Babcock and Myself have been granted latter of administration on her estate, which is now being administered in this county and that said personal estate is more than ample to pay all bills due by the estate.

I know that the children living at the time of the death of Mary E. Earle, of Anne J. Babcock are entitled to a one half interest in the real and personal estate of the said Mary E. Earle, each of the said children being vested with an undivided one fourteenth interest in this real estate and myself being vested with seven fourteenth interest therein; my brother James T. Earle having predeceased the said Mary E. Earle without leaving an issue, I know very well the farm herein sought to be sold known as the DeLacy Farm, containing 243 acres of land, more or less, and in my judgment the same is not susceptible of division in kind among the parties in interest in accordance with their respective interest therein without material loss or injury; for that said farm, consists of about 170 acres of clear or arable land, laid out to be farmed and is farmed as one farm, with the dwelling house and out buildings centrally located, fencing situated for a division of that nature, the balance of said farm is in woodland located on two sides of said farm, some good and some very poor, so that it would be practically impossible to divide same in kind. This farm when purchased by William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, was purchase for \$3,500.00 and has been appraised by Appraisers from The Orphans Court for the purpose of Collateral Inheritance Tax at a little less than \$3,500.00.

I also know that James T. Earle, who died in 1882, was the father of Mary E. Earle and myself, that the mother of Mary E. Earle died many years ago before I was born, as her mother was a prior wife of the said James T. Earle and that Mary E. Earle had a sister of the whole blood, to wit: Anne J. Earle and two brothers of the half blood, my brother, James T. Earle, who died without issue before the death of Mary E. Earle, and myself. I further know that all defendants are adults and residences are as set forth in Bill of Complaint.

Examiner's Special.

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 any of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If so state the same fully and at large in your answer.

Answer. I do not.

RICHARD T. EARLE

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence, your Examiner makes his return and certifies that he was engaged as such Examiner in taking this testimony two days and examined two witnesses, making the costs chargeable to the plaintiffs:

H. B. W. Mitchell, Examiner, - - - -	\$8.00
Richard T. Earle, witness, (Solicitor for the plaintiffs, and one of the plaintiffs)	.00
William R. Horney, Witness, (Trustee and Committee of Mary E. Earle and Attorney in fact for Rose E. B. Gartner et al)	.00
Issuing subpoena by Examiner	.75
T. Herbert Everett, Sheriff,	.75
	<u>          </u>
	\$9.50

H. B. W. MITCHELL  
EXAMINER.

For Examiner's Exhibit A, see Plaintiff's Exhibit No. 1 recorded immediately following the Bill of Complaint.

AGREEMENT TO SUBMIT, WITHOUT  
ARGUMENT FOR DECREE  
Filed Aug. 9, 1937.

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

Richard T. Earle and  
Cora B. Earle, his wife,  
vs.  
Rose B. Gartner et als.

It is hereby agreed by William R. Horney, Atty. for the Defendants and Richard T. Earle, Atty. for the plaintiffs, that the entire proceedings in this cause be submitted without argument to the Court for the passage of a decree in this cause.

WM. R. HORNEY  
Atty. for Defendants.

RICHARD T. EARLE  
Atty. for Plaintiffs.

Filed Aug. 9, 1937.

FINAL DECREE  
Filed August 9, 1937.

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

Richard T. Earle and Cora B. Earle, his wife, Plaintiffs,

vs.

Rose B. Gartner and Dennis Ellwood Gartner her husband, William S. Babcock and Mary Marywell Heyard Babcock, his wife, James E. Babcock and Margaret Babcock, his wife, Dorothy B. Richardson and John T. Richardson, her husband, Elizabeth B. Mertz and Christopher C. Mertz, her husband, Henry E. Babcock and Marcella Hemmett Babcock, his wife, Richard E. Babcock and Amelia Clarkson Babcock, his wife, and William R. Horney, Trustee and Committe of Mary E. Earle, Lunatic, Defendant.

FINAL DECREE.

This cause standing ready for hearing and being submitted without argument by agreement of counsel, all the proceedings were read and considered.

It is thereupon, this 9th day of August, in the year nineteen hundred and thirty seven, by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, adjudged, ordered and decreed that the property mentioned in these proceedings be sold: that Henry B. W. Mitchell, of Queen Anne's County, Maryland, 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 or the Clerk thereof, in the penalth of Five thousand Dollars, if corporate surety be given, otherwise in double said amount 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 previous notice by advertisement, inserted in a newspaper or newspapers published in Queen Anne's County, Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one half cash and the balance shall be paid six months from the day of sale or all cash at the option of the purchaser, the credit 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 such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to said sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obatining the Court's ratification of the sale and on the payment of the whole purchase money (and not before), the said Trustee 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, plaintiffs and defendants, and them 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 after deducting the costs 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, distribute the balance thereof under a future order of this Court.

THOS. J. KEATING

Filed Aug. 9, 1937.

CERTIFIED COPY OF BOND  
Filed Sept. 3rd, 1937.

Queen Anne's County, to wit: Be it remembered that on the third day of September in the year Nineteen Hundred and thirty seven the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell of Queen Anne's County, State of Maryland, as principal, and The Maryland Casualty Company, a body corporate, duly authorized by its Charter to become sole surety bond bonds, as surety, are held and firmly bound unto The State of Maryland in the full and just sum of Five Thousand Dollars (\$5,000.00), 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 by these presents, sealed with our seals and dated this 31st day of August in the year nineteen hundred and thirty seven.

WHEREAS, the above bounded H. B. W. Mitchell by virtue of a decree of The Circuit Court for Queen Anne's County in Equity has been appointed trustee to sell the property mentioned in the proceedings in the case of Richard T. Earle and Cora B. Earle, his wife, vs. Rose B. Gartner et al, being cause No. 3122 in said Court now pending.

Now the condition of the above obligation is such that if the above bounden H. B. W. Mitchell 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.

Signed, sealed and delivered  
in the presence of

ROY H. WILSON

H. B. W. Mitchell (SEAL)  
land  
The Mary/Casualty Company

By H. B. Mitchell  
Attorney in fact.

Corporate  
Seal's  
Place.

On the back of the foregoing Bond was thus endorsed, to wit:  
Security approved and Bond filed Sept. 3rd. 1937.

Wm. H. Carter, Clerk.

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. 1, folios 61 etc., a Bond 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 this third day of September, in the year nineteen hundred and thirty seven.

Seal's  
Place.

WM. H. CARTER Clerk.

REPORT OF SALE  
Filed October 6, 1937.

Richard T. Earle and  
Cora B. Earle, his wife,

vs.

Rose B. Gartner et al.

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

No. 3122.

To the Honorable, the Judges of said Court:

The Report of H. B. W. Mitchell, Trustee under the decree passed on the 9th. day of August, 1937, in the aforesaid cause to make sale of the property mentioned in said decree, to your Honors respectfully sets forth:

That after giving notice of the time, place, manner and terms of sale by advertisement in The Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than four successive weeks previous to the day of sale, and after having filed an approved bond for the faithful performance of his trust, said Trustee did attend between the hour of 1 o'clock p. m. and the hour of 2.00 o'clock p. m., on Tuesday, October 5th., 1937, in front of the Court House Door in Centreville, Maryland, and proceeded to sell the property mentioned in said decree, consisting of all that tract of land or farm situate, lying and being in the Third Election District of Queen Anne's County aforesaid, on the left side of the public road leading from Starr to Wye Mills, adjoining the lands of Charles Mullikin and the lands of others, commonly known as "The DeLacy Farm", containing two hundred and forty three acres of land, more or less, and being the same land that was granted and conveyed unto William R. Horney, Trustee and Committee of Mary E. Earle, Lunatic, by J. Frank Harper, Assignee of Mortgage and Vendor, by deed bearing date the 20th. day of November, 1934, and recorded in Liber B. H. T. No. 18, a land record book for Queen Anne's County, folios 461 &c., and sold the same to Richard T. Earle, he being then and there the highest bidder therefor, at and for the sum of thirty six hundred dollars (\$3,600.00).

The purchaser, who has a one half interest in the net proceeds of sale, has not complied with the terms of sale but says he will make full settlement at the expiration of six months.

Your trustee announced at the time of the sale, immediately after reading the advertisement of the sale of said farm and the advertised terms of said sale, just before offering said farm and tract of land for sale, that the purchaser would be required to pay the taxes assessed against said farm for the year nineteen hundred and thirty seven, and would be entitled to the landlord's part of the corn crop for the same year; that fire insurance would be adjusted as of the day of sale; that title papers and revenue stamps would be at the expense of the purchaser and that the farm was being sold subject to the tenancy of the present tenant, Benjamin Welch, for the remainder of the year nineteen hundred and thirty seven and the year nineteen hundred and thirty eight.

All of which is respectfully submitted.

H. B. W. MITCHELL  
Trustee.

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

I hereby certify that on this 6th day of October, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Trustee, and made oath that the matters an things set forth in the foregoing report of sale were true as therein stated and that the sale was fairly made.

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

Filed October 6th, 1937.

CERTIFICATE OF PUBLICATION  
OF SALE  
Filed October 6, 1937.

PUBLIC SALE  
Of Valuable  
REAL ESTATE

The undersigned, trustee, under and by virtue of a decree of the Circuit Court for Queen Anne's County, in a cause therein entitled Richard T. Earle and Cora B. Earle, his wife, vs. Rose B. Gartner et al, said decree bearing date of August 9th, 1937, will offer at Public Sale, to the highest bidder on TUESDAY, OCTOBER 5, 1937 between the hours of 1 and 2 o'clock P. M., in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, the following described property:

All that tract of land or farm situate in the Third Election District of Queen Anne's County, on the left side of the public road leading from Starr to Wye Mills, adjoining the land of Charles Mullikin and the lands of others, commonly known as The DeLacy Farm, containing two hundred and forty-three acres of land, more or less; being the same land and all the land granted and conveyed to Wm. R. Horney, Trustee and Committee of Mary E. Earle, lunatic, said deed being recorded in Liber B. H. T. No. 18, folios 461 & etc., a Land Record Book for Queen Anne's County, improved by a frame dwelling house and other outbuildings.

TERMS OF SALE

One half cash on day of sale, balance payable six months from the day of sale, or all cash at the option of the purchaser, the credit payment if any to bear interest from day of sale and to be secured to the satisfaction of the trustee, other terms to be made known on day of sale.

H. B. W. MITCHELL,  
Trustee.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. October 5, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Public Sale of Real Estate in the case of H. B. W. Mitchell, Trustee, in the cause entitled Richard T. Earle and Cora B. Earle vs. Rose B. Gartner, et al a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks previous to the day of sale the first publication thereof having been made in said newspaper on the 9th day of Sept. 1937, being more than twenty days before the 5th day of October 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

by Bertha G. Durney

Filed October 6th, 1937.

N I S I

Richard T. Earle and  
Cora B. Earle, his wife

VS

Rose B. Gartner, et. al.

) IN THE CIRCUIT COURT  
)  
) FOR QUEEN ANNE'S COUNTY  
)  
) IN EQUITY  
)  
)  
) CHANCERY No. 3122

ORDERED, This 6th day of October A. D., 1937, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Trustee, 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 \$3,600.00.

WILLIAM H. CARTER Clerk.

Filed October 16th, 1937.

CERTIFICATE OF ADVERTISEMENT  
OF ORDER NISI  
Filed Dec. 7, 1937.

N I S I

RICHARD T. EARLE and  
CORA B. EARLE, his wife,  
vs.  
ROSE B. GARTNER, et. al.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 3122

ORDERED, This 6th day of October A. D., 1937, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Trustee, 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 \$3,600.00.

WILLIAM H. CARTER, Clerk.  
True Copy-

Test: WILLIAM H. CARTER, Clerk.  
Filed October 6th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Dec. 7, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Richard T. Earle, and Cora B. Earle, his wife, vs. Rose B. Gartner, et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 7th day of October, 1937, being more than four weeks before the 8th day of November 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Dec. 7th, 1937.

ORDER OF COURT  
Filed Dec. 14, 1937.



1937  
Oct.  
5

CR.

By amount of the gross sale made by said trustee per his report of sale filed October 6, 1937, to wit: . . . . . \$3,600.00

1937  
Oct.  
5

DR.

To Henry B. W. Mitchell, trustee, for his commissions for making the sale per rule of court, to wit: sum of . . . . . \$ 189.00

To do., for the court costs of this cause as set out in the bill of costs made by the Clerk as follows, to wit:  
Costs of W.H. Carter, clerk, . . . . \$36.30  
Appear. fee of R.T. Earle, . . . . 10.00  
Costs of T.H. Everett, sheriff, . . . . .75  
Costs of H.B.W. Mitchell, examiner . 8.00  
Witnesses before examiner . . . . . 1.50  
Appear. fee of Wm. R. Horney. . . . . 10.00  
a total of . . . . . \$66.55 66.55

To do., for the cost of his bond paid the corporate surety thereof, per account receipted and exhibited, the sum of . . . . . 20.00

To do., for the costs of advertising in Queen Anne's Record-Observer, notices of the sale . . . . . \$21.00  
order nisi on the sale. . . . . 5.00  
a total of . . . . . \$26.00 26.00

To do., for costs of advertising in Queenstown News, a newspaper, the order of publication passed in this cause, per account for same exhibited, the sum of . . . . . 9.00

To do., for the costs of J.E. Anthony as the auctioneer for crying the sale made, per his account for same exhibited, sum of . . . . . 25.00

To do., for costs of advertising the order nisi to be passed as to this audit, the sum of . . . . . 3.50

To Madison Brown, auditor, for stating this account, the sum of . . . . . 13.50  
\$352.55

To balance which constitutes the net proceeds of the sale made, carried forward and distributed, the sum of . . . . . 3,247.45  
\$3,600.00 \$3,600.00

February 18, 1938.

MADISON BROWN  
Auditor.

Cause No. 3122.

The proceeds of the sales of the real estate of Richard T. Earle and others constituting the heirs at law of Mary E. Earle, in account with Henry B. W. Mitchell, the trustee appointed herein to sell said real estate.

DISTRIBUTION AMONG OWNERS.

CR.

By balance brought forward for distribution . . . . . \$3,247.45

DR.

To Richard T. Earle,  
1/2 of said balance, to wit: sum of . . . . \$1,623.73

To Rose B. Gartner,  
1/7 of 1/2 of said balance, to wit: sum of 231.96

To William S. Babcock,  
1/7 of 1/2 of said balance, to wit: sum of 231.96

To James E. Babcock,  
1/7 of 1/2 of said balance, to wit: sum of 231.96



To Dorothy B. Richardson,  
 1/7 of 1/2 of said balance, to wit: sum of 231.96

To Elizabeth B. Mertz,  
 1/7 of 1/2 of said balance, to wit: sum of 231.96

To Henry E. Babcock,  
 1/7 of 1/2 of said balance, to wit: sum of 231.96

To Richard E. Babcock,  
 1/7 of 1/2 of said balance, to wit: sum of 231.96

\$3,247.45 \$3,247.45

February 18, 1938.

MADISON BROWN  
Auditor.

Filed February 24th, 1938.

NISI RATIFICATION OF AUDIT

Richard T. Earle, et. al.,                    )  
   ) IN THE CIRCUIT COURT  
   ) FOR QUEEN ANNE'S COUNTY  
 VS    )  
   ) IN EQUITY  
 Rose B. Gartner, et. al.                    )  
   ) CASE No. 3122

ORDERED, This 24th., day of February in the year nineteen hundred and thirty-eight 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, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 18th. day of March, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk

Filed February 24th, 1938.

CERTIFICATE OF PUBLICATION  
 OF NISI RATIFICATION OF AUDIT  
 Filed March 29, 1938.

NISI RATIFICATION OF AUDIT

RICHARD T. EARLE, et. al.  
 vs.  
 ROSE B. GARDNER, et. al.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 3122.

ORDERED, This 24th day of February in the year nineteen hundred and thirty-eight 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, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 18th day March, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

True Copy-

Test:

WILLIAM H. CARTER, Clerk.

Filed February 24th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 21, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Notice to Creditors in the case of Richard T. Earle, et al a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER,

a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 3d. day of March, 1938, being more than two weeks before the 25th day of March, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed March 29-1938.

Clerk's Certificate

Richard T. Earle, et. al.

In the Circuit Court

for

VS.

Queen Anne's County,

Rose B. Gartner.

In Equity.

Chy. No. 3122.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 24th day of Feb. 1938, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 29th day of March 1938.

Seal's  
Place.

Wm. H. Carter Clerk.

ORDER OF COURT  
Filed March 29, 1938.

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

Richard T. Earle and  
Cora B. Earle, his wife,

#

vs.

#

Cause No. 3122.

Rose B. Gartner et al.

#

#

It is on this 29th day of March in the year nineteen hundred and thirty eight, ORDERED 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 be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although notice has been given in accordance with the order nesis heretofore passed in this cause relative to said report and account and H. B. W. Mitchell is hereby directed to make distribution in accordance therewith with a due proportion of interest as the same as the same has been or may be received by the trustee upon credit sales if any.

THOS. J. KEATING

Filed March 29th, 1938.

CAUSE NO. 3067.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-fourth day of March, in the year nineteen hundred and thirty six, the following Order to Docket Suit was filed for record, to wit:

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

Elmer Golt,  
Mortgagee,

vs.

Samuel A. Weeks,  
Mortgagor.

{  
{  
{  
{  
{  
{

Cause No. 3067.

To William H. Carter, clerk:-

Docket suit forthwith in accordance with the above titling on your Chancery Docket.

File in the papers of the case a certified copy of the mortgage dated August 17, 1925 and recorded in Liber B.H.T. No. 4, on folio 58, a land record book of said county, given by the said Samuel A. Weeks to said Elmer Golt, this suit being one for the foreclosure of said mortgage by exercising the power of sale therein contained of both real and personal property.

Enter my appearance for the plaintiff.

MADISON BROWN  
Attorney.

CERTIFIED COPY OF MORTGAGE  
Filed March 24, 1936.

#11,442. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eighteenth day of August in the year nineteen hundred and twenty five, the following Mortgage and Mortgage Bill of Sale were brought to be recorded, to wit:

THIS MORTGAGE, Made this day of August 17th. in the year nineteen hundred and twenty five, by Samuel A. Weeks, single man, of Queen Anne's County, in the State of Maryland, WITNESSETH:

Whereas, the said Samuel A. Weeks is justly and bona fide indebted unto Elmer Golt, of said County and State in the full and just sum of Seven Hundred (\$700.00) Dollars, being for that amount of cash money this day loaned and advanced by the said Elmer Golt to the said Samuel A. Weeks upon the express condition precedent that the repayment of the same within two years from date and the payment of the interest each six months, or Semi-annually, during the existence this loan should be secured and assured by the execution of these presents, Now, therefore, in consideration of the premises and of the sum of five dollars, the receipt whereof is hereby acknowledged, the said Samuel A. Weeks does hereby grant and convey unto the said Elmer Golt, ALL THAT LOT OF LAND, situate, lying and being in Coxes Neck on Kent Island, in said Queen Anne's County, State of Maryland, in the Fourth Election District of said County, and described as follows, to wit: located in the lane of colored residents leading from the public main road and beginning at the South-West corner of the land of Kirwan's Lot at a boundry on the North-East side of said land, and from thence Northerly with said Kirwan's Lot. 160 feet till it meets the land of Mrs. Lavinia Jones, thence Westerly with said Lavinia Jones land 80 feet to a boundry, thence Southerly with the Benjamin F. Austin Land 160 feet to the aforesaid lane, thence Easterly with said lane 80 feet to the place of beginning, being the same land described in the Deed from Benjamin F. Austin and Wife, to the said Samuel A. Weeks, dated May 31st. 1923, and recorded in Liber J. F. R. No. 11, folios 457 one of the land record books for Queen Anne's County, Maryland.

And the said Samuel A. Weeks does hereby bargain and sell to the said Elmer Golt, the following described personal property, to wit: one Canoe, 35 feet long, called "Mahie"; together with one Gray Motor, 10 horse power, and all other equipment and tackel, and all that does with said Canoe to make a complete Oystering outfit.

Together with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, and the buildings and improvements thereon erected and being.

And it is hereby agreed that, in the event of a sale 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 Samuel A. Weeks, his heirs, executors, administrators or assigns, shall well and truly pay to the said Elmer Golt, his successors, executors, administrators or assigns, the aforesaid sum of Seven hundred (700.00) within two years from this date, and the interest each six months on the said \$700. or semi-annually, during the said two years, as above set forth, and shall perform all the covenants, conditions and agreements therein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Samuel A. Weeks, his heirs and assigns, shall possess said property.

And the said Samuel A. Weeks, for himself and for his heirs, executors, administrators and assigns hereby covenants to pay, as they severally fall due, the debt and interest thereby 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 Elmer Golt, his successors, 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, his 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 Elmer Golt, his successors, executors, administrators or assigns, or J. H. C. Legg, 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 have then matured or not; and, third, the balance to Samuel A. Weeks 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, the said Elmer Golt, his executors administrators, successors or assigns, or J. H. C. Legg, 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 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 Samuel A. Weeks, for himself and for his heirs, executors, administrators and assigns, hereby covenants to pay.

AS WITNESS HIS HAND AND SEAL.

TEST:

Samuel A. Weeks (SEAL)

Lee Bell.

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

I hereby certify that on this 17th. day of August, in the year nineteen hundred and twenty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Samuel A. Weeks, and did acknowledge the foregoing Mortgage to be his act; and now at the same time also personally appeared before me, the subscriber, Elmer Golt, the within named Mortgagee and made oath in due form of law that the consideration set out and stated in the foregoing Mortgage is just and true and bona fide as therein set out and stated.

Lee Bell N. P.

Notary  
Public  
Seal.

I hereby certify that the foregoing mortgage was truly taken and copied from Liber B. H. T. No. 4, folio 58, 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 28th. day of March, 1936.

WILLIAM H. CARTER Clerk.

Seal's  
Place.

CERTIFIED COPY OF BOND  
Filed March 24, 1936.

QUEEN ANNE'S COUNTY, to Wit: Be it remembered that on the 24th. day of March 1936,  
the following Bond was filed for record, to Wit:-

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

KNOW ALL MEN BY THESE PRESENTS, that we, Elmer Golt and James E. Kirwan and Lemuel Kirwan, 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 Two Thousand Dollars, lawful money of the United States of America, to be paid to the 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 March in the year nineteen hundred and thirty six.

WHEREAS the said Elmer Golt as the mortgagee named in the mortgage given unto him by Samuel A. Weeks dated August 17th, 1925 and recorded in Liber B.H.T. No. 4, a land record book of Queen Anne's County aforesaid, on folio 58 made to secure the payment of the debt therein specified is about to execute the power of sale contained in said mortgage by making sale of both the land and personal property by said mortgage conveyed, and sold as default has occurred in the terms of said mortgage by reason of the non-payment of the said mortgage debt.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Elmer Golt 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 mortgage sale or the proceeds thereof then the above obligation shall be void; otherwise to remain in full force or virtue in law.

Signed, sealed and  
delivered in the  
presence of:

Frances Butler

Elmer Golt (SEAL)

James Kirwan (SEAL)

Lemuel Kirwan (SEAL)

And on the back of the foregoing bond was thus endorsed to wit:  
Security approved and bond Filed March 24th. 1936.  
William H. Carter  
Clerk.

I hereby certify that the foregoing Bond was truly taken and copied from Liber B. H. T. No. 1 folio 389, a bond 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 28th day of March, 1936.

William H. Carter Clerk.

Seal's  
Place.

REPORT OF SALE  
Filed April 7, 1936.

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

Elmer Golt, mortgagee,

vs.

Samuel A. Weeks, mortgagor.

{  
{  
{

Cause No. 3067.

To the Honorable, the Judges of said Court:

The report of Elmer Golt, as vendor and mortgagee, unto Your Honors respectfully sets forth:-

That by a mortgage dated August 17, 1925 and duly recorded among the land record books of said county in Liber B. H. T. No. 4, on folio 58 said Samuel A. Weeks conveyed to said Elmer Golt, to secure the payment of a loan from the latter of the sum of \$700.00 at the expiration of two years from the date of said mortgage, the following described property, to wit:

1. A lot of land situate in Coxes Neck on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland adjoining lands of Lavinia Jones and that of Benjamin Austin, 80 feet wide by 160 feet deep, and more fully described in said mortgage, and being the lot of land for a long time called the "Samuel A. Weeks Property" located on the road running to Crab Alley Creek, and bounded now on three sides by the Lavinia Jones property.

2. One canoe, 35 feet long, called "Manie", equipped with a gray motor and other equipment.

A copy of said mortgage duly certified as truly copied by the Clerk of said court has been filed in this cause, as will appear by reference to said mortgage it confers a power of sale of the mortgaged property upon the mortgagee in case of default in the terms of said mortgage.

That prior to the sale hereinafter mentioned, default had occurred and was in existence on the said day of sale in the terms of said mortgage by reason of the non-payment of said mortgage and of the interest by said mortgage to be paid thereon according to the terms of said mortgage.

That prior to the day of sale hereinafter mentioned the said Elmer Golt filed with the Clerk of this Court his bond to the State of Maryland in the penal sum of two thousand dollars containing the condition required by law in bonds required to be filed as a condition precedent to the foreclosure of a mortgage under the power of sale contained in the mortgage, which bond was approved by said Clerk and filed by him.

That the said Elmer Golt gave notice of the time, place, manner and terms of sale hereinafter mentioned for more than twenty days by advertisement in the Queen Anne's Record, a newspaper published in said county, and he files herewith a copy of said notice of sale as part of this report certified by the publishers of said paper as to its publication.

That pursuant to said notice of sale the said Elmer Golt did attend on Saturday, March 28, 1936, at 4 o'clock, P. M., on the mortgaged land, and then and there proceeded to sell the mortgaged property in the following manner:

In the first place he offered to the highest bidder the land called (and above described as) "The Samuel A. Weeks Property" being the land conveyed by said mortgage and he sold the same unto himself, the said Elmer Golt, he being then and there the highest bidder therefor at and for the sum of \$500.00.

In the next place he offered at public sale to the highest bidder the canoe called "Manie" above described with all the equipment thereof and he sold the same unto himself, the said Elmer Golt, he being then and there the highest bidder therefor at and for the sum of \$100.00.

That each of said sales were made in execution of the power of sale contained in said mortgage and because of above recited defaults.

That total sales amount to \$600.00.

Which is respectfully submitted.

ELMER GOLT  
Mortgagee and Vendor.

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

I HEREBY CERTIFY that on this 7th day of April in the year nineteen hundred and thirty six before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Elmer Golt, above named mortgagee and vendor, 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 as therein stated to be best of his knowledge and belief; that the sales therein set forth were fairly made.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

FRANCES BUTLER  
Notary Public.

Notary  
Public  
Seal.

Filed April 11th, 1936.

CERTIFICATE OF PUBLICATION  
OF SALE  
Filed April 7, 1936.

MORTGAGE SALE  
OF LAND AND CANOE  
ON KENT ISLAND

Default having occurred in the covenants of the mortgage from Samuel A. Weeks to Elmer Golt (undersigned) dated August 17, 1925, and recorded in Liber B. H. T. No. 4 on folio 58, land record book of Queen Anne's County, Maryland, the undersigned in execution of the power of sale in said mortgage will sell at public auction to the highest bidder, ON THE PREMISES, ON SATURDAY, MAR. 28, 1936 at 4 o'clock, P. M., the following property covered by said mortgage.

ALL that lot of land called "Samuel A. Weeks Property" situate in Coxes Neck, on Kent Island, on left side of road running down to Crab Alley Creek, bounded on one side by said road, and on three sides by the Lavinia Jones Property, containing one-half (1/2) acre of land, more or less; and Improved by a frame dwelling house with shed kitchen, and wood house.

Also the Canoe called "MANIE" 35 feet long and Gray Motor and all equipment and tackle thereof.

TERMS OF SALE: One-third cash and balance in 2 equal installments payable one and two years from day of sale, or all cash, as purchasers may elect at time and place of sale; credit payments to bear interest from day of sale, and to be secured to satisfaction of undersigned.

ELMER GOLT, Mortgagee,

MADISON BROWN, Attorney.

THE QUEEN ANNE'S RECORD

Centreville \* Maryland

March 31, 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Mortgage Sale of Land and Canoe on Kent Island in case of Elmer Golt a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for 3 successive weeks the first publication thereof having been made in said newspaper on the 5th day of March, 1936; being more than 3 weeks before the 28th day of March 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC.

BY MARY M. PARKS

Filed Apr. 7th, 1936.

N I S I

Elmer Golt, Mortgagee,	)	IN THE CIRCUIT COURT
	)	
vs.	)	FOR QUEEN ANNE'S COUNTY
	)	
Samuel A. Weeks,	)	IN EQUITY
Mortgagor	)	
	)	CHANCERY No. 3067.

ORDERED, This 7th. day of April A. D., 1936, that the sale of the real estate called or known as "The Samuel A. Weeks Property" and the sale of the canoe called "Minnie" and the equipment thereof made and reported in this cause by Elmer Golt, mortgagee, under the power of sale contained in the mortgage described in this cause, 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 sales to be \$600.00.

WILLIAM H. CARTER Clerk.

Filed April 7th, 1936.

CERTIFICATE OF PUBLICATION OF  
ORDER NISI  
Filed June 23rd, 1936.

N I S I

ELMER GOLT, Mortgagee  
vs.  
SAMUEL A. WEEKS, Mortgagor

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3067.

ORDERED, This 7th day of April A. D., 1936, that the sale of the real estate called or known as "The Samuel A. Weeks Property" and the sale of the canoe called "Manie" and the equipment thereof made and reported in this cause by Elmer Golt, mortgagee, under the power of sale contained in the mortgage described in this cause, 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 sales to be \$600.00.

WILLIAM H. CARTER, Clerk.  
True Copy-  
Test:

WILLIAM H. CARTER, Clerk.  
Filed April 7th, 1936.

THE QUEEN ANNE'S RECORD  
CENTREVILLE \* MARYLAND

May 28, 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order Nisi in the case of Elmer Golt, Mortgagee vs. Samuel A. Weeks, Mortgagor a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for 4 successive weeks the first publication thereof having been made in said newspaper on the 9th day of April, 1936, being more than 4 weeks before the 9th day of May, 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By MARY M. PARKS

STATEMENT OF MORTGAGE INDEBTEDNESS  
Filed July 14, 1936.

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

Elmer Golt, mortgagee,

vs.

Samuel A. Weeks, mortgagor.

(  
)  
(  
)  
(  
)

Cause No. 3067.

STATEMENT OF MORTGAGE DEBT.

Samuel A. Weeks, mortgagor,

to

Elmer Golt, mortgagee,

DR.

1925		
Aug		
17	To amount of mortgage of this date from mortgagor to mortgagee . . . . .	\$700.00
	To interest from 1925- Aug. 17 to 1931-Jan. 16	226.50
		<u>\$926.50</u>
	By interest paid from date of mortgage to Jan. 16, 1931 per annexed statement	136.10
		<u>\$790.40</u>
1931		
Jan. 16	Paid this date and credited on mortgage . . . . .	25.00
		<u>\$765.40</u>



	Amt. brought forward	765.40
1931 Aug. 17	To interest from Jan. 16, 1931 to Aug. 17, 1931 . . . . .	<u>26.77</u> \$792.17
1931 Aug. 17	CREDIT	<u>57.58</u> \$734.59
	To interest from 1931-Aug. 17 to 1936-Mar. 28	<u>203.31</u> \$937.90
	CREDIT By payments from Aug. 17, 1931 to Mar. 28, 1936	<u>93.75</u>
1936, Mar. 28	to mortgage debt due this date . . . . .	\$844.15
	To taxes on mortgaged property paid by mortgage after execution of mortgage:	
	1932- Apr. 19	\$13.15
	1933- Jan. 24	11.40
	1934-Mar. 6	8.52
	1935- Mar. 14	<u>7.21</u>
		<u>40.28</u>
	TOTAL INDEBTEDNESS due on day of sale . . . . .	\$884.43

ELMER GOLT  
Mortgagee.

Credits on interest:

1926, 5/29	\$10.00
1926 11/12	10.00
1927 5/14	20.00
1927 11/19	10.00
1928 10/6	12.00
1929 11/7	15.00
1929 12/14	10.00
1930 11/15	10.00
1930 11/27	5.00
1930 12/6	5.00
1930 12/15	5.00
1931 1/24	3.00
1931 10/24	10.00
1931 12/24	<u>11.10</u>
	\$136.10

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of July in the year nineteen hundred and thirty six before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Elmer Golt, above named mortgagee, and he did make oath in due form of law that the foregoing STATEMENT OF MORTGAGE INDEBTEDNESS is correct, just and true to the best of his knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

FRANCES BUTLER  
NOTARY PUBLIC.

Notary  
Public  
Seal.

CERTIFICATE OF PUBLICATION OF  
ORDER NISI  
Filed July 20, 1936.

N I S I

ELMER GOLT, Mortgagee  
vs.  
SAMUEL A. WEEKS, Mortgagor

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3067.

ORDERED , This 7th day of April A. D., 1936, that the sale of the real estate called or known as "The Samuel A. Weeks Property" and the sale of the canoe called "Manie" and the equipment thereof made and reported in this cause by Elmer Golt, mortgagee, under the power of sale contained in the mortgage described in this cause, 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 sales to be \$600.00.

WILLIAM H. CARTER, Clerk.

True Copy-

Test:

WILLIAM H. CARTER, Clerk.

Filed April 7th, 1936.

THE QUEEN ANNE'S RECORD

CENTREVILLE\*MARYLAND

July 20th, 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order Nisi in the case of Elmer Golt, Mortgagee, vs. Samuel A. Weeks, Mortgagor a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for 4 successive weeks the first publication thereof having been made in said newspaper on the 9th day of April 1936, being more than two months before the 9th day of June 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By MARY M. PARKS

ORDER OF COURT  
Filed July 20th, 1936.

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

Elmer Golt,  
mortgagee,

vs.

Samuel A. Weeks,  
mortgagor.

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Cause No. 3067.

ORDER OF COURT.

It is on this twentieth day of July in the year nineteen hundred and thirty six by the Circuit Court for Queen Anne's County, in Equity, ordered that the sale of the real and personal property of Samuel A. Weeks, mortgagor, made by Elmer Golt as mortgagee under the power conferred upon him by the mortgage mentioned in the proceedings of this cause and 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 in accordance with the order nis heretofore passed in this cause in relation to said sales.

And it is further ordered by this Court as follows, to wit:

- (1) That the papers and proceedings of this cause be and the same are hereby referred to J. H. C. Legg as special auditor (the regular auditor of this court being the attorney of the plaintiff and vendor of the cause) with instructions to state and return to this court an audit or account between the proceeds of sales of this cause and the said Elmer Golt, vendor.
- (2) That Madison Brown be and he is hereby appointed trustee without bond to grant and convey the property sold by appropriate conveyance or conveyances unto the said Elmer Golt, (vendor) who appears to be the purchaser of the property sold, upon the said Madison Brown being satisfied of the payment of the purchase money named in the report of sales.

THOS. J. KEATING

Filed July 20th, 1936.









CAUSE No. 3062.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-seventh day of December, in the year nineteen hundred and thirty five, the following Bill of Complaint was filed for record, to wit:-

Bernard J. Drane and Mary M. Drane, his wife  
Lawrence J. Drane and Margaret M. Drane, his wife  
Elmer Drane and Catherine Drane, his wife  
Margaret Chiveral amd Milton Chiveral, her husband  
Joseph Drane and Margaret E. Drane, his wife  
Mary Harris and Benjamin F. Harris, her husband  
Gertrude T. Frisino and Joseph Frisino, her husband  
John A. Drane and Kunigunda M. Drane, his wife  
John Drane and Anna Drane, his wife  
Charles E. Cousins, widower  
Evelyn A. Wilson and Edgie R. Wilson, her husband  
Robert Dehuff, unmarried

Complainants

In The  
Circuit Court  
For  
Queen Anne's County

vs.

Robert Drane, widower  
Regina M. Hoetzel and Andrew J. Hoetzel, her husband  
Norman E. Ford, Administrator c. t. a. of the  
Estate of Hannah M. Jarman, deceased  
and  
Paul W. Phillips

Defendants

in Equity.

\* \* \* \* \*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining, say:

FIRST. That on or about March 28, 1935, the said Hannah M. Jarman died in the County of Queen Anne's, State of Maryland, leaving a Last Will and Testament, which was duly executed and was admitted to probate in the Orphan's Court of said County, and was duly recorded in the Office of the Register of Wills of Queen Anne's County in Wills Liber No. 3, folio 507, and a duly certified copy whereof will be filed in this cause in the further progress thereof. That in said Will, the said Hannah M. Jarman, deceased, disposed and bequeathed of her personal assets, but made no devise or disposition of her fee simple real estate, which real estate therefore, as will be hereinafter described and referred to, descended to her heirs-at-law, who are the parties hereinafter described and referred to, under the Laws of intestacy of the State of Maryland.

SECOND. That the real estate, of which the said Hannah M. Jarman, deceased, was seized and possessed at the time of her death, is as follows:

ALL those tracts, parts of tracts, or parcels of land, lying and situate in the 7th Election District of Queen Anne's County, and described as follows: First, the tract commonly known as the Lower Farm of the late Joseph Sheppard, or Maple Shade, or by whatsoever name the same may be called or known, containing 4 1/2 acres, 1 rod, and 17 1/2 perches of land, more or less, and is fully described by metes and bounds, courses and distances, in a deed therefor from Edwin M. Brown, trustee to Ella Woodall, dated December 12, 1882, and recorded in Liber S. C. D. No. 2, folio 253, etc., a Land Record Book for Queen Anne's County, to which said deed reference is made especially for a full and complete description of the property hereby conveyed;--Also that slip or parcel of land lying on the eastern side of Broad Street in the village of Crumpton, particularly described in a deed from George E. Harrison and wife to Mary (Mollie E. Hartley, dated February 13, 1903 and recorded in Liber J. E. G. No. 4, folio 533, etc., a Land Record Book for Queen Anne's County; these lots or parcels of land being the same that were conveyed to D. James Hall by Mary E. Hartley and John B. Hartley, by deed dated November 19, 1903, and recorded in Liber J. E. G. No. 5, folio 550, etc., a Land Record Book for Queen Anne's County which by reference thereto will more fully appear; together with all the improvements thereon and all and every, the rights, ways, waters, privileges, and appurtenances thereunto belonging or in any wise appertaining. Being all of the same tracts or parcels of land and improvements conveyed by D. James Hall to the said Hannah M. Jarman, by deed dated February 17, 1906, and recorded among the Land Records of Queen Anne's County in Liber S. S. No. 2, folio 542, etc.

Saving and excepting from the above described lands and tracts of ground, the following portion thereof, which was granted and conveyed from the said Hannah M. Jarman and Thomas G. Jarman, her husband, unto the Board of Education for Queen Anne's County, Maryland, by deed dated February 9, 1924 and recorded among the Land Records of Queen

Anne's County in Liber B. H. T. No. 1, folio 315, the following lot or tract of land, situate, lying, and being in the 7th Election District of Queen Anne's County, State of Maryland, and more particularly described as follows: On the northeast side of the public road leading into Crumpton from the Queen Anne's side adjoining the lands of Mrs. Minnie Keating and Thomas G. Jarman, it being a part of the Jarman tract and is contained within the following metes and bounds, courses and distances, to wit; beginning along the eastern edge of said public road and where the Keating or Boggs Farm intersects the said public road and where a stone is to be placed and running with said edge of this road north 27 degrees 45 minutes west 300 feet to a stake where a stone is to be placed thence north 62 degrees 15 minutes east 651 feet and 3 inches to a stake where a stone is to be placed thence south 27 degrees 45 minutes east 302 feet to a stake where a stone is to be placed along the fence of the Keating or Boggs Farm thence with this farm south 62 degrees 26 metes west 651 feet 4 inches to the place of beginning, containing  $4\frac{1}{2}$  acres of land and being part of the tract of land conveyed to the said Hannah M. Jarman by D. James Hall by deed dated February 17, 1906, and recorded in Liber S. S. No. 2, folio 542, etc.

THIRD That the following named are the heirs-at-law of the said Hannah M. Jarman, deceased, all of whom are first cousins of the said Hannah M. Jarman, deceased, and being the nearest next of kin, entitled respectively to an equal pro-rata share in said estate or proceeds thereof;

1. Bernard J. Drane, adult, one of the complainants, who has intermarried with your complainant, Mary M. Drane.
2. Lawrence J. Drane, adult, one of the complainants, who has intermarried with your complainant, Margaret M. Drane.
3. Elmer Drane, adult, one of the complainants, who has intermarried with your complainant, Catherine Drane.
4. Margaret Chiveral, adult, one of the complainants, who has intermarried with your complainant, Milton Chiveral.
5. Joseph Drane, adult, one of the complainants, who has intermarried with your complainant, Margaret E. Drane.
6. Mary Harris, adult, one of the complainants, who has intermarried with your complainant, Benjamin F. Harris.
7. Gertrude T. Frisino, adult, one of the complainants, who has intermarried with your complainant, Joseph Frisino.
8. John A. Drane, adult, one of the complainants, who has intermarried with your complainant, Kunigunda M. Drane.
9. John Drane, adult, one of the complainants, who has intermarried with your complainant, Anna Drane.
10. Charles E. Cousins, adult, widower, one of the complainants.
11. Evelyn A. Wilson, adult, one of the complainants, who has intermarried with your complainant, Edgie R. Wilson.
12. Robert Dehuff, unmarried adult, one of the complainants.
13. Robert Drane, adult, widower, one of the defendants.
14. Regina M. Hoetzel, adult, one of the defendants, who has intermarried with defendant, Andrew J. Hoetzel.

FOURTH. That the said Norman E. Ford, Administrator c. t. a. of the Estate of Hannah M. Jarman, deceased, is made a party Defendant to this cause for the reason that he has not yet completed the administration of said Estate, there being certain claims filed against the personal estate of the said Hannah M. Jarman, deceased, which the said Norman E. Ford has disputed and is now contesting, but it is nevertheless appropriate that the said Norman E. Ford, Administrator c. t. a. be a party to this cause, as it may be necessary for the proceeds of the partition sale of said property be held by Trustees hereafter appointed to make sale, subject to the future order of this Court, until after distribution is made of the personal estate and the alleged claims against said Estate are finally disposed of.

FIFTH. That the said Paul W. Phillips, Defendant, is made a party hereto, for the reason that there appears on the records of Queen Anne's County an alleged mechanic's lien filed on September 2, 1932, the validity of which mechanic's lien is disputed by your Orators, was disputed by the late Hannah M. Jarman during her lifetime, and is being contested by the said Norman E. Ford, Administrator c. t. a., and it is therefore necessary that the validity of said alleged mechanic's lien be disposed of before the termination of these proceedings.

SIXTH. And Your Orators further allege that the said real estate and none of it is susceptible of division in kind, without loss or injury to the parties interested, and that they desire the Court to decree a sale thereof and the proceeds arising from said sale be divided among the parties, according to their respective rights.



And your Orators therefore pray:

(a) That the aforesaid described property may be sold and the proceeds distributed among those who are entitled to share them.

(b) That your Orators may have such other and further relief as their case, or the cases of any of them, and the rules of Equity require.

WHEREFORE, May it please your Honors to grant unto your Orators the writ of subpoena directed to the said Norman E. Ford, Administrator c. t. a. and Paul W. Phillips, of Queen Anne's County, Maryland, adults, commanding them and each of them to be and appear, either in person or by solicitor, to show cause, if any they have, why a decree ought not be passed as prayed, and the order of publication giving notice to the said Robert Drane, widower and adult of the State of Delaware, and Regina M. Hoetzel, and Andrew J. Hoetzel, her husband, adults of the State of New Jersey, who are non-residents of this State, of the object and substance of this Bill of Complaint 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.

MAURICE GLICK  
Attorney for Complainants

Filed December 27th, 1935.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Paul W. Phillips

Seal's  
Place.

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 January next, to answer the complaint of Bernard J. Drane, et. al. against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the first Monday of December 1935

Issued the 27th day of December 1935.

William H. Carter Clerk

Maurice Glick

Solicitor for Complainants

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of January next, being the Return Day.

WILLIAM H. CARTER Clerk

And on the back of the foregoing Subpoena was thus endorsed, to wit:-

Served by reading to Paul W. Phillips and leaving a copy of same with him, this 31st day of Dec. 1935.

T. Herbert Everett  
Sheriff

Filed Dec. 31st. 1935.

COPY OF BILL OF COMPLAINT  
Filed Dec. 31st, 1935.

Bernard J. Drane and Mary M. Drane, his wife  
 Lawrence J. Drane and Margaret M. Drane, his wife  
 Elmer Drane and Catherine Drane, his wife  
 Margaret Chiveral and Milton Chiveral, her husband  
 Joseph Drane and Margaret E. Drane, his wife  
 Mary Harris and Benjamin F. Harris, her husband  
 Gertrude T. Frisino and Joseph Frisino, her husband  
 John A. Drane and Kunigunda M. Drane, his wife  
 John Drane and Anna Drane, his wife  
 Charles E. Cousins, widower  
 Evelyn A. Wilson and Edgie R. Wilson, her husband  
 Robert Dehuff, unmarried

Complainants

In The  
 Circuit Court

For

Queen Anne's County

vs.

in Equity

Robert Drane, widower  
 Regina M. Hoetzel and Andrew J. Hoetzel, her husband  
 Norman E. Ford, Administrator c. t. a. of the  
 Estate of Hannah M. Jarman, deceased  
 and

Paul W. Phillips

Defendants

\* \* \* \* \*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining, say:

FIRST. That on or about March 28, 1935, the said Hannah M. Jarman died in the County of Queen Anne's, State of Maryland, leaving a Last Will and Testament, which was duly executed and was admitted to probate in the Orphan's Court of said County, and was duly recorded in the Office of the Register of Wills of Queen Anne's County in Wills Liber No. 3, folio 507, and a duly certified copy whereof will be filed in this cause in the further progress thereof. That in said Will, the said Hannah M. Jarman, deceased, disposed and bequeathed of her personal assets, but made no devise or disposition of her fee simple real estate, which real estate therefore, as will be hereinafter described and referred to, descended to her heirs-at-law, who are the parties hereinafter described and referred to, under the Laws of intestacy of the State of Maryland.

SECOND. That the real estate, of which the said Hannah M. Jarman, deceased, was seized and possessed at the time of her death, is as follows:

All those tracts, parts of tracts, or parcels of land, lying and situate in the 7th Election District of Queen Anne's County, and described as follows: First, the tract commonly known as the Lower Farm of the late Joseph Sheppard, or Maple Shade, or by whatsoever name the same may be called or known, containing 41 acres, 1 rod, and 17½ perches of land, more or less, and is fully described by metes and bounds, courses and distances, in a deed therefor from Edwin M. Brown, trustee to Ella Woodall, dated December 12, 1882, and recorded in Liber S. C. D. No. 2, folio 253, etc., a Land Record Book for Queen Anne's County, to which said deed reference is made especially for a full and complete description of the property hereby conveyed;--Also that slip or parcel of land lying on the eastern side of Broad Street in the village of Crumpton, particularly described in a deed from George E. Harrison and wife to Mary (Mollie) E. Hartley, dated February 13, 1903 and recorded in Liber J. E. G. No. 4, folio 533, etc., a Land Record Book for Queen Anne's County; these lots or parcels of land being the same that were conveyed to D. James Hall by Mary E. Hartley and John B. Hartley, by deed dated November 19, 1903, and recorded in Liber J. E. G. No. 5, folio 550, etc., a Land Record Book for Queen Anne's County which by reference thereto will more fully appear; together with all the improvements thereon and all and every, the rights, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining. Being all of the same tracts or parcels of land and improvements conveyed by D. James Hall to the said Hannah M. Jarman, by deed dated February 17, 1906, and recorded among the Land Records of Queen Anne's County in Liber S. S. No. 2, folio 542, etc.

Saving and excepting from the above described lands and tracts of ground, the following portion thereof, which was granted and conveyed from the said Hannah M. Jarman and Thomas G. Jarman, her husband, unto the Board of Education for Queen Anne's County, Maryland, by deed dated February 9, 1924 and recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 1, folio 315, the following lot or tract of land, situate, lying, and being in the 7th Election District of Queen Anne's County, State of Maryland, and more particularly described as follows: On the northeast side of the public road leading into Crumpton from the Queen Anne's side adjoining the lands of Mrs. Minnie Keating and Thomas G. Jarman, it being a part of the Jarman tract and is contained within the following metes and bounds, courses and distances, to wit: beginning along the eastern edge of said public road and where the Keating or Boggs Farm intersects the said public road and where a stone is to be placed and running with said edge of this road north 27 degrees 45 minutes west 300 feet to a stake where a stone is to be placed thence north 62 degrees 15 minutes east 651 feet and 3 inches to a stake

where a stone is to be placed thence south 27 degrees 45 minutes east 302 feet to a stake where a stone is to be placed along the fence of the Keating or Boggs Farm thence with this farm south 62 degrees 26 metes west 651 feet 4 inches to the place of beginning, containing  $4\frac{1}{2}$  acres of land and being part of the tract of land conveyed to the said Hannah M. Jarman by D. James Hall by deed dated February 17, 1906, and recorded in Liber S. S. No. 2, folio 542, etc.

THIRD. That the following named are the heirs-at-law of the said Hannah M. Jarman, deceased, all of whom are first cousins of the said Hannah M. Jarman, deceased, and being the nearest next of kin, entitled respectively to an equal pro-rata share in said estate or proceeds thereof:

1. Bernard J. Drane, adult, one of the complainants, who has intermarried with your complainant, Mary M. Drane.
2. Lawrence J. Drane, adult, one of the complainants, who has intermarried with your complainant, Margaret M. Drane.
3. Elmer Drane, adult, one of the complainants, who has intermarried with your complainant, Catherine Drane.
4. Margaret Chiveral, adult, one of the complainants, who has intermarried with your complainant, Milton Chiveral.
5. Joseph Drane, adult, one of the complainants, who has intermarried with your complainant, Margaret E. Drane.
6. Mary Harris, adult, one of the complainants, who has intermarried with our complainant, Benjamin F. Harris.
7. Gertrude T. Frisino, adult, one of the complainants, who has intermarried with your complainant, Joseph Frisino.
8. John A. Drane, adult, one of the complainants, who has intermarried with your complainant, Kunigunda M. Drane.
9. John Drane, adult, one of the complainants, who has intermarried with your complainant, Anna Drane.
10. Charles E. Cousins, adult, widower, one of the complainants.
11. Evelyn A. Wilson, adult, one of the complainants, who has intermarried with your complainant, Edgie R. Wilson.
12. Robert Duhuff, unmarried adult, one of the complainants.
13. Robert Drane, adult, widower, one of the defendants.
14. Regina M. Hoetzel, adult, one of the defendants, who has intermarried with defendant, Andrew J. Hoetzel.

FOURTH. That the said Norman E. Ford, Administrator c. t. a. of the Estate of Hannah M. Jarman, deceased, is made a party Defendant to this cause for the reason that he has not yet completed the administration of said Estate, there being certain claims filed against the personal estate of the said Hannah M. Jarman, deceased, which the said Norman E. Ford has disputed and is now contesting, but it is nevertheless appropriate that the said Norman E. Ford, Administrator c. t. a. be a party to this cause, as it may be necessary for the proceeds of the partition sale of said property be held by Trustees hereafter appointed to make sale, subject to the future order of this Court, until after distribution is made of the personal estate and the alleged claims against said Estate are finally disposed of.

FIFTH. That the said Paul W. Phillips, Defendant, is made a party hereto, for the reason that there appears on the records of Queen Anne's County an alleged mechanic's lien filed on September 2, 1932, the validity of which mechanic's lien is disputed by your Orators, was disputed by the late Hannah M. Jarman during her lifetime, and is being contested by the said Norman E. Ford, Administrator c. t. a., and it is therefore necessary that the validity of said alleged mechanic's lien be disposed of before the termination of these proceedings.

SIXTH. And Your Orators further allege that the said real estate and none of it is susceptible of division in kind, without loss or injury to the parties interested, and that they desire the Court to decree a sale thereof and the proceeds arising from said sale be divided among the parties, according to their respective rights.

And your Orators therefore pray:

(a) That the aforesaid described property may be sold and the proceeds distributed among those who are entitled to share them.

(b) That your Orators may have such other and further relief as their case, or the cases of any of them, and the rules of Equity require.

WHEREFORE, May it please your Honors to grant unto your Orators the writ of subpoena directed to the said Norman E. Ford, Administrator c. t. a. and Paul W. Phillips, of Queen Anne's County, Maryland, adults, commanding them and each of them to be and appear, either in person or by solicitor, to show cause, if any they have, why a decree ought not be passed as prayed, and the order of publication giving notice to the said Robert Drane, widower and adult of the State

of Delaware, and Regina M. Hoetzel, and Andrew J. Hoetzel, her husband, adults of the State of New Jersey, who are non-residents of this State, of the object and substance of this Bill of Complaint 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.

Filed December 27th, 1935.

MAURICE GLICK  
Attorney for Complainants  
1215 Court Square Bldg.  
Balto. Md.

True Copy-

Test: William H. Carter, Clerk.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Norman E. Ford, administrator c. t. a. of  
the estate of Hannah M. Jarman, deceased.

Seal's  
Place.

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 first Monday of January next, to answer the complaint of Bernard J. Drane et. al. against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the first Monday of December, 1935.  
Issued the 27th day of December, 1935.

William H. Carter Clerk

Maurice Glick  
Solicitor for Complainants

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of January next, being the Return Day.

William H. Carter Clerk.

And on the back of the foregoing subpoena is thus endorsed, to wit:-

Served by reading within writ to, and leaving a copy of same with, Norman E. Ford, Admr. c. t. a. of the estate of Hannah W. Jarman, decd., this 2nd. day of January, 1936.

John N. Bennett  
Sheriff of Kent County, Md.

Filed January 4th, 1936.

Received Jan. 2-1936, and forthwith delivered to the Sheriff of Kent Co. Md. for service.

Test:  
Robt. S. Shallcross Clerk.

COPY OF BILL OF COMPLAINT  
Filed Jan. 4, 1935.

Bernard J. Drane and Mary M. Drane, his wife  
 Lawrence J. Drane and Margaret M. Drane, his wife  
 Elmer Drane and Catherine Drane, his wife  
 Margaret Chiveral and Milton Chiveral, her husband  
 Joseph Drane and Margaret E. Drane, his wife  
 Mary Harris and Benjamin F. Harris, her husband  
 Gertrude T. Frisino and Joseph Frisino, her husband  
 John A. Drane and Kunigunda M. Drane, his wife  
 John Drane and Anna Drane, his wife  
 Charles E. Cousins, widower  
 Evelyn A. Wilson and Edgie R. Wilson, her husband  
 Robert Dehuff, unmarried

Complainants

In The  
Circuit Court

for

Queen Anne's County

In Equity.

vs.

Robert Drane, widower  
 Regina M. Hoetzel and Andrew J. Hoetzel, her husband  
 Norman E. Ford, Administrator c. t. a. of the  
 Estate of Hannah M. Jarman, deceased

and

Paul W. Phillips.

Defendants.

\* \* \* \* \*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining, say:

FIRST. That on or about March 28, 1935, the said Hannah M. Jarman died in the County of Queen Anne's, State of Maryland, leaving a Last Will and Testament, which was duly executed and was admitted to probate in the Orphan's Court of said County, and was duly recorded in the Office of the Register of Wills of Queen Anne's County in Wills Liber No. 3, folio 507, and a duly certified copy whereof will be filed in this cause in the further progress thereof. That in said Will, the said Hannah M. Jarman, deceased, disposed and bequeathed of her personal assets, but made no devise or disposition of her fee simple real estate, which real estate therefore, as will be hereinafter described and referred to, descended to her heirs-at-law, who are the parties hereinafter described and referred to, under the laws of intestacy of the State of Maryland.

SECOND. That the real estate, of which the said Hannah M. Jarman, deceased, was seized and possessed at the time of her death, is as follows:

All those tracts, parts of tracts, or parcels of land, lying and situate in the 7th Election District of Queen Anne's County, and described as follows: First, the tract commonly known as the Lower Farm of the late Joseph Sheppard, or Maple Shade, or by whatsoever name the same may be called or known, containing 41 acres, 1 rod, and 17 1/2 perches of land, more or less, and is fully described by metes and bounds, courses and distances, in a deed therefor from Edwin M. Brown, trustee to Ella Woodall, dated December 12, 1882, and recorded in Liber S. C. D. No. 2, folio 253, etc., a Land Record Book for Queen Anne's County, to which said deed reference is made especially for a full and complete description of the property hereby conveyed;--Also that slip or parcel of land lying on the eastern side of Broad Street in the village of Crumpton, particularly described in a deed from George E. Harrison and wife to Mary (Mollie) E. Hartley, dated February 13, 1903 and recorded in Liber J. E. G. No. 4, folio 533, etc.; a Land Record Book for Queen Anne's County; these lots or parcels of land being the same that were conveyed to D. James Hall by Mary E. Hartley and John B. Hartley, by deed dated November 19, 1903, and recorded in Liber J. E. G. No. 5, folio 550, etc., a Land Record Book for Queen Anne's County which by reference thereto will more fully appear; together with all the improvements thereon and all and every, the rights, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining. Being all of the same tracts or parcels of land and improvements conveyed by D. James Hall to the said Hannah M. Jarman, by deed dated February 17, 1906, and recorded among the Land Records of Queen Anne's County in Liber S. S. No. 2, folio 542, etc.

Saving and excepting from the above described lands and tracts of ground, the following portion thereof, which was granted and conveyed from the said Hannah M. Jarman and Thomas G. Jarman, her husband, unto the Board of Education for Queen Anne's County, Maryland, by deed dated February 9, 1924 and recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 1, folio 315, the following lot or tract of land, situate, lying, and being in the 7th Election District of Queen Anne's County, State of Maryland, and more particularly described as follows: On the northeast side of the public road leading into Crumpton from the Queen Anne's side adjoining the lands of Mrs. Minnie Keating and Thomas G. Jarman, it being a part of the Jarman tract and is contained within the following metes and bounds, courses and distances to wit; beginning along the eastern edge of said public road and where the Keating or Boggs Farm intersects the said public road and where a stone is to be placed and running with said edge of this road north 27 degrees 45 minutes west 300 feet to a stake where a stone is to be placed thence north 62 degrees 15 minutes east 651 feet and 3 inches to a stake where a stone is to be placed thence south 27 degrees 45 minutes east 302 feet to a stake where a stone is to be placed along the fence of the Keating or Boggs Farm thence with this farm south 62 degrees 26 minutes west 651 feet 4 inches to the place of beginning, containing 4 1/2 acres of land and being part of the tract of land con-

veyed to the said Hannah M. Jarman by D. James Hall by deed dated February 17, 1906, and recorded in Liber S. S. No. 2, folio 542, etc.

THIRD. That the following named are the heirs-at-law of the said Hannah M. Jarman, deceased, all of whom are first cousins of the said Hannah M. Jarman, deceased, and being the nearest next of kin, entitled respectively to an equal pro-rata share in said estate or proceeds thereof:

1. Bernard J. Drane, adult, one of the complainants, who has intermarried with your complainant, Mary M. Drane.
2. Lawrence J. Drane, adult, one of the complainants, who has intermarried with your complainant, Margaret M. Drane.
3. Elmer Dane, adult, one of the complainants, who has intermarried with your complainant, Catherine Drane.
4. Margaret Chiveral, adult, one of the complainants, who has intermarried with your complainant, Milton Chiveral.
5. Joseph Drane, adult, one of the complainants, who has intermarried with your complainant, Margaret E. Drane.
6. Mary Harris, adult, one of the complainants, who has intermarried with your complainant, Benjamin F. Harris.
7. Gertrude T. Frisino, adult, one of the complainants, who has intermarried with your complainant, Joseph Frisino.
8. John A. Drane, adult, one of the complainants, who has intermarried with your complainant, Kunigunda M. Drane.
9. John Drane, adult, one of the complainants, who has intermarried with your complainant, Anna Drane.
10. Charles E. Cousins, adult, widower, one of the complainants.
11. Evelyn A. Wilson, adult, one of the complainants, who has intermarried with your complainant, Edgie R. Wilson.
12. Robert Dehuff, unmarried adult, one of the complainants.
13. Robert Drane, adult, widower, one of the defendants.
14. Regina M. Hoetzel, adult, one of the defendants, who has intermarried with defendant, Andrew J. Hoetzel.

FOURTH. That the said Norman E. Ford, Administrator c. t. a. of the Estate of Hannah M. Jarman, deceased, is made a party Defendant to this cause for the reason that he has not yet completed the administration of said Estate, there being certain claims filed against the personal estate of the said Hannah M. Jarman, deceased, which the said Norman E. Ford has disputed and is now contesting, but it is nevertheless appropriate that the said Norman E. Ford, Administrator c. t. a. be a party to this cause, as it may be necessary for the proceeds of the partition sale of said property be held by Trustees hereafter appointed to make sale, subject to the future order of this Court, until after distribution is made of the personal estate and the alleged claims against said Estate are finally disposed of.

FIFTH. That the said Paul W. Phillips, Defendant, is made a party hereto, for the reason that there appears on the records of Queen Anne's County an alleged mechanic's lien filed on September 2, 1932, the validity of which mechanic's lien is disputed by your Orators, was disputed by the late Hannah M. Jarman during her lifetime, and is being contested by the said Norman E. Ford, Administrator c. t. a., and it is therefore necessary that the validity of said alleged mechanic's lien be disposed of before the termination of these proceedings.

SIXTH. And Your Orators further allege that the said real estate and none of it is susceptible of division in kind, without loss or injury to the parties interested, and that they desire the Court to decree a sale thereof and the proceeds arising from said sale be divided among the parties, according to their respective rights.

And your Orators therefore pray:

(a) That the aforesaid described property may be sold and the proceeds distributed among those who are entitled to share them.

(b) That your Orators may have such other and further relief as their case, or the cases of any of them, and the rules of Equity require.

WHEREFORE, May it please your Honor's to grant unto your Orators the writ of subpoena directed to the said Norman E. Ford, Administrator c. t. a. and Paul W. Phillips, of Queen Anne's County, Maryland, adults, commanding them and each of them to be and appear, either in person or by solicitor, to show cause, if any they have, why a decree ought not be passed as prayed; and the order of publication giving notice to the said Robert Drane, widower and adult of the State of Delaware, and Regina M. Hoetzel, and Andrew J. Hoetzel, her husband, adults of the State of New Jersey, who are non-residents of this State, of the object and substance of this Bill of Complaint 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.

MAURICE GLICK  
Attorney for Complainants

1215 Court Square Bldg.  
Balto. Md.

Filed December 27th, 1935.

True Copy

Test: WM. H. CARTER, Clerk.

And on the back of the foregoing is endorsed, to wit:

Served by reading the within Bill of Complaint to Norman E. Ford, admr. c. t. a. this 2nd day of Jan. 1936.

John N. Bennett  
Sheriff of Kent County

Filed Jan. 4th, 1935.

ORDER TO ENTER APPEARANCE  
Filed January 15th, 1936.

Bernard J. Drane,  
et al,

vs.

Robert Drane,  
et al.

In the Circuit Court for  
Queen Anne's County.

In Equity. No. \_\_\_\_\_

WILLIAM H. CARTER, Clerk:

Please enter my appearance for Regina M. Hoetzel and Andrew J. Hoetzel, her husband, and Norman E. Ford, Administrator c. t. a. of the Estate of Hannah M. Jarman, deceased, defendants in the above entitled Cause,

Says,

S. SCOTT BECK  
Solicitor for Regina M. Hoetzel,  
Andrew J. Hoetzel, and Norman E.  
Ford, Administrator c. t. a. of  
the Estate of Hannah M. Jarman, de-  
ceased.

ANSWER  
Filed January 15th, 1936.

Bernard J. Drane,  
et al,

vs.

Robert Drane,  
et al.

In the Circuit Court for  
Queen Anne's County.

In Equity. No. \_\_\_\_\_

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Regina M. Hoetzel and Andrew J. Hoetzel, her husband, and Norman E. Ford, Administrator c. t. a. of the Estate of Hannah M. Jarman, deceased, Defendants in the above entitled Cause, by S. Scott Beck, their Solicitor, respectfully shows:

1. These Respondents admit the allegations contained in the first, second, fourth, fifth and sixth Paragraphs of the Bill of Complaint but neither admit or deny the allegations contained in Paragraph 3 of said Bill of Complaint but put the Complainants upon strict proof thereof.

Respectfully submitted,

S. SCOTT BECK  
Solicitor for Regina M. Hoetzel, Andrew J. Hoetzel, and Norman E. Ford, Admr. c. t. a. of the Estate of Hannah M. Jarman, deceased.

Filed Jan. 15th, 1936.

ANSWER OF PAUL W. PHILLIPS  
Filed Jan. 16, 1936.

BERNARD J. DRANE, ET AL.,

vs.

ROBERT DRANE, ET AL.

0  
0  
0  
0

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

Cause No. 3062.

TO THE HONORABLE , THE JUDGES OF SAID COURT:

The Answer of Paul W. Phillips, one of the defendants in the above entitled cause, to the Bill of Complaint filed against him and others in said cause, to your Honors, respectfully shows:

1. That this defendant admits the matters and facts alleged in the first paragraph of said Bill of Complaint.

2. That this defendant admits the matters and facts alleged in the second paragraph of said Bill of Complaint.

3. That this defendant neither admits nor denies the matters and facts alleged in the third paragraph of said Bill of Complaint.

4. That this defendant neither admits nor denies the matters and facts alleged in the fourth paragraph of said Bill of Complaint.

5. That this defendant, (except as to the existence of the mechanics lien mentioned therein and that it is necessary that the validity thereof be disposed of before the termination of these proceedings), denies the matters and facts alleged in the fifth paragraph of said Bill of Complaint, and this defendant alleges and avers, as follows:

(a) That at the request of John Bowers, of Queen Anne's County, State of Maryland, and with the knowledge of Hannah M. Jarman, now deceased, this defendant furnished a large amount of lumber and building materials to be used in the erection and/or remodeling of a certain dwelling, situated on the tract of land or farm mentioned and described in said Bill of Complaint, and that there is now due and owing to the defendant, for the lumber and building materials so furnished as aforesaid, the sum of Seventeen Hundred Thirty Five Dollars and Forty Eight Cents (\$1,735.48), with interest thereon from the 24th day of March, 1932.

(b) That the said John Bowers, whom the defendant believed (at the time said lumber and building materials were furnished) was related to the said Hannah M. Jarman, was the occupant of said building and premises, and the said Hannah M. Jarman was the record owner of said building and the ground upon which it is erected.

(c) That the said sum of money, so as aforesaid owing to this defendant for lumber and building materials furnished by him as aforesaid, being due and unpaid, he did, on or about the 22nd day of September, 1932, file in the Clerk's office of the Circuit Court for Queen Anne's County a claim for lien, under Article 63 of the Annotated Code of Maryland, against the said building, the ground upon which it is erected, and so much other ground immediately adjacent thereto, and belonging in like manner to the owner of said building, as may be necessary for the ordinary and useful purposes of said building, as will appear by reference to a duly certified copy of said lien claim, marked "Phillips' Exhibit A", and filed herewith as a part hereof.

(d) That before filing said claim for lien, and within sixty days after furnishing said lumber and building materials, this defendant gave notice in writing to the said Hannah M. Jarman, the owner of said building and ground, of his intention to claim the benefit of the said Mechanics Lien Law.



(e) And that said lien claim constitutes a valid lien, and the amount due thereunder, including costs, being unpaid, should be paid out of the proceeds of a sale of said tract of land or farm.

That this defendant neither admits nor denies the matters and facts alleged in the sixth paragraph of said Bill of Complaint.

And as in duty bound, etc.,

PAUL W. PHILLIPS  
Defendant.

Harper & Horney  
Solicitors for Defendant.

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

I HEREBY CERTIFY that on this 15 day of January, 1936, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Paul W. Phillips and made oath, in due form of law, that the matters and facts alleged in the foregoing ANSWER are true as therein stated, to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

J. WILBUR STAFFORD  
Notary Public.

Notary  
Public  
Seal.

Notary  
Public  
Seal.

Filed Jan. 17th, 1936.

CERTIFIED COPY OF MECHANICS LIEN

H&H Paul W. Phillips  
vs.  
Apprs. 5.00 Hannah M. Jarman  
Clerk 3.20

Filed Sept-22nd, 1932  
Mechanics Lien

PAUL W. PHILLIPS,  
Claimant,

In The Circuit Court for  
Queen Anne's County.

vs.

Hannah M. Jarman,  
Owner

The Plaintiff and/or Claimant in the above entitled cause claims the sum of Seventeen Hundred Thirty Five Dollars and Forty Eight Cents (\$1,735.48), with interest thereon from the 23rd day of March, 1932, from the owner, Hannah M. Jarman, to be due him against all that frame dwelling house two stories in height, having a front of about thirty two feet, and a depth of about eighteen feet, with an ell in the back measuring sixteen by twenty six feet, together with a front porch and two side porches and one pantry attached to said dwelling, and against the ground covered by said building and so much other ground immediately adjacent thereof, and belonging in like manner to the owner of such building as may be necessary for the ordinary and useful purposes of said building, being situate on that tract of land or farm known as the "Jarman Farm", situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the public road leading from Crumpton toward Sudlersville, and being the same tract of land or farm (described as Parcel One) which was granted and conveyed unto the said Hannah M. Jarman by D. James Hall by deed bearing date the 17th day of February, 1906, and recorded in Liber S. S. No. 2, folios 542, etc., a land record book for Queen Anne's County aforesaid; of which said ground, and the buildings and improvements thereon, the said Hannah M. Jarman, at the time of furnishing the materials hereinafter mentioned, was the owner or reputed owner.

The said claim being for materials furnished on or about the said building hereinbefore mentioned and/or the remodeling thereof at the instance and request of one John Bowers, (who is related to the said Hannah M. Jarman, and who was, at the time of the furnishing of said Materials, and still is, the occupant of said building and premises), at the particular time, of the nature or kind and amount, and for the prices set forth in the bill of particulars hereto annexed; and which said materials were furnished within less than six months before the fil-

ing of this claim; and the said Hannah M. Jarman was duly notified in writing within the time required by law that this lien would be entered if the said claim was not paid before the expiration of the time which this lien was required to be entered.

WHEREFORE the said Paul W. Phillips hereby requires the Clerk of the Circuit Court for Queen Anne's County to file and record this claim as a lien, as well against the said lot of ground and buildings thereon, as against the said Hannah M. Jarman as the owner or reputed owner thereof, agreeably to the provisions of the Annotated Code of Maryland, Article 63, entitled "Mechanics Liens".

And as in duty bound, etc.,

Paul W. Phillips  
Claimant

Harper & Horney  
Attorneys for Claimant.

Sudlersville, Md. Apr. 1-1932

Mr. John Bowers and Hanna M. Jarman

To Paul W. Phillips, Dr.  
-Dealer in-

Lumber, Building Materials, Hardware Cement, Lime, Brick and Roofing

Terms -30 Days net from Date of Invoice or 90 days note from Date of Invoice.

1929				
12/6-	50 Pcs. 1 x 6 Rgh-16 = 400	.5	20.00	
1930				
1/13	4 1/2 Sqs Shingles	6.60	29.70	
	10 Bags Cement	.85	8.50	
	2 Tons gravel	4.00	8.00	
	20 # gal. nails	.10	2.00	
	20 # 8 <sup>d</sup> cut nails	.8	1.60	
	2 pcs 4x6-14 = 56	.52	3.08	
	2 pcs. 4x6-12 = 48	.52	2.64	
	13 pcs 2x6-18 = 234	.4	9.36	
	13 pcs. 2x4-10 = 86	.4	3.44	
	2 pcs. 4x4-14 = 37	.52	2.03	
	2 pcs. 4x4-12 = 32	.52	1.76	
	150 sq. ft. 1x10-12	.52	8.25	
	13 pcs. 9' Iron = 254	.5	12.70	
	26 pcs. 10' Iron = 563	.5	28.15	
	30 ft. Ridge	.6	1.80	
	9 # gal. nails	.10	.90	
	1 pc. 4x6-12 = 24 Fir	.52	1.32	
2/5	1 pc 4x6 = 14 = 28 Fir	.52	1.54	
	4 pcs 4x4 - 12 = 64 Fir	.52	3.52 - 3.25	
	2 pcs 4x4-14 = 37 Fir	.52	2.04	
	20 pcs 1x4-16 - D. cy = 107	.13	13.91	
	2 pcs 1x10-16 D. cy = 26	.132	3.51	
	2 pcs 1x8-16 D. cy = 21	.132	2.83	
	20 pcs 1x6-16 Rgh cy = 160	.5	8.00	
	1000 sq. ft. 1x10	.52	55.00	
2/24	23 pcs 1x10-12 Rgh cy = 230	.52	12.65	
	2 pcs 2x8-14 = 37	.4	1.48	
	2 pcs 2x6-18 = 36	.4	1.44	
	1 pc 2x4-10 = 7	.4	.28	
	4 pcs 1x12-16 Rgh = 64	.52	3.52	
	8 pcs. 1x6-16 Rgh = 64	.5	3.20	
	30 ft. Combing	.5	1.50	
	2 bags cement	.85	1.75	
3/4	43 pcs. 1x6-16 Rgh = 344	.5	17.20	
	10 pcs. 2x6-18 = 18 Fir.	.52	9.90	
	10 pcs. 1x2-16 Rgh = 160	.52	8.80	
	6 Bags Cement	.80	4.80	
3/14	1 Run R.W. Shingles		1.75	
	2 Bags Cement	.80	1.60	
	2 pcs 2x12-8 = 32 Ga.	.12	3.84	
	1 pc 2x12-12 = 24 Ga.	.12	3.88	
	7 pcs 1x4-16 Rgh. Cy = 37	.5	1.85	
	2 pcs 7/8x6-16 D cy = 16	.15	2.40	
	1 pc 7/8x4-16 D cy = 5 1/3	.15	.80	
4/9	3 pcs 2x12 -12 = 72 Ga.	.12	8.64	
	4 pcs 7/8x10-12 = 40	.15	6.00	
	20 pcs. 2x4-16-214	.4	8.56	
4/22	100 Cement Blocks	.20	20.00	

	8 Bags Cement	.80	6.40
	1 Bbl Lime		2.75
	3 Pcs 4x6-16 = 96	5 <sup>2</sup>	4.28
	2 Pcs 4x6-18 = 72	5 <sup>2</sup>	3.96
	2 Pcs 4x6-14 = 56	5 <sup>2</sup>	3.08
	30 Pcs 2x4-18 = 360	4	14.40
4/30	12 Pcs 2x8-16 = 256	4	10.24
	6 Pcs 2x8-14 = 112	4	4.48
	8 Pcs 2x6-14 = 112	4	4.48
	18 Pcs. 2x6-16 = 228	4	11.52
	10 Pcs. 2x4-16 = 107	4	4.28
	15 Pcs. 1x12-16 Rgh = 240	5 <sup>2</sup>	13.20
	9 Pcs 7/8x8-16 Y. P. = 96	8 <sup>2</sup>	8.16
5/7	9 Pcs 7/8x10 = 16 Y. P. = 120	9	10.80
	20 Bun. Shingles 6x29 = 2040	22.00	44.88
	1400 ft. lath	1	14.00
	20 Pcs 2x4-16 = 213	4	8.52
	2 Pcs. 2x8-16 = 42	4	1.68
	1 Pc. 2x6-16 = 16	4	.64
	40 ft. Valley tin 14"	10	4.00
	25 # gal nails	10	2.50
	2 Tripple Frames 20x24-5 1/2 Jamb.	9.00	18.00
	1 Storm Frame 24x26-2 1t.		8.50
	4 Single Frames 24x26- 2 1t	4.50	18.00
	1 Door Frame 20 x 60		4.25
5/8	14 Pcs 8 1/8 x 8 1/8 Flue 28'	.24	6.72
	1 Bay Lime		.50
	150 ft. 1x6 Tt. G.	4	6.00
	1 Roll Paper		1.50
5/9	6 Sash 20x24-1 1/8	1.30	7.80
	6 Windows 24x26- 13/8	3.00	18.00
5/15	4 sqs. shingles 6x20-1632	22.00	35.90
	20 ft. gutter	12	2.40
5/26	1 Roll Sisalkraft		6.75
	3 pcs 4x6-16 = 96 Fir	5 <sup>2</sup>	5.28
	1 pc 4x6-12 = 24 Fir	5 <sup>2</sup>	1.32
	10 pcs 2x6-18 = 180	4	7.20
	7 pcs 2x6-16 = 112	4	4.48
	3 pcs 4x4-16 = 64 Fir	5 <sup>2</sup>	3.52
	1000 sq. ft. B & B Flg.		65.00
	10 cement blocks	20	2.00
	30 #8 <sup>d</sup> cnt. nails	8	2.40
	5 #10 <sup>d</sup> Fin nails	6	.30
	5 # 8 <sup>d</sup> Fin nails	6	.30
5/27	30 #8 <sup>d</sup> cut nails	8	2.40
5/28	2000 sq. ft. Rock lath	27.50	55.00
	25 pcs 2x4-16 = 267	4	10.68
6/5	12 pcs 7/8x8-16 D cy = 128	.15	19.20
	8 pcs. 7/8x6-16 D cy = 64	.15	9.60
	250 ft. O. G. Mldg.	2	5.00
6/5	4 bags Lime	.50	2.00
	4 bag cement	.80	3.20
	3 pc 4" Terra Cotta	.24	.72
	1 Grease Trap		1.00
	1 pc 1 1/8 x 4 1/2 -8 = 4	3	.12
	13 Window Frame 24x26-5 1/2 Jamb	4.50	58.50
	1 pc 6" Jamb 12 ft.	5	60
	450 ft T & G	4	18.00
	240 ft. Fir Flg.	8	19.20
	130 ft. Water table	6	7.80
	20 pcs. 2x4-16 = 213	4	8.52
	2 pcs 2x6-16 = 32	4	1.28
	2 pcs 2x8-16 = 42	4	1.68
6/6	5 Sq. Shingles = 2100	25.00	52.50
	5# Gal. nails	10	.50
6/6	10 # Gal nails	10	1.00
6/18	20 pcs 2x4-16 = 213	4	8.52
	4 pcs 5/4x3-16 = 64	5	3.20
	5 pcs 5/4x4-16 = 89	6	4.80
	5 pcs 7/8x8-16 D cy = 53	.15	7.95
	5 pcs. 7/8x6-16 D cy = 40	.15	6.00
	1500 ft. 10" siding	.10	150.00
	2 rolls Paper	7.00	14.00
	1 window Frame 24x26		4.50
	1 window 24x26		3.00
	1 sash 20x24		1.50
	13 windows 24x26	3.00	39.00
6/28	3 pcs 4x6-16 = 96 Fir.	5 <sup>2</sup>	5.28
	6 pcs. 2x8-16 = 128	4	5.12
	8 pcs 2x6-16 = 128	4	5.12
	20 pcs 2x4-18 = 240	4	9.60
	6 pcs 7/8 x 10-16 D cy = 80	.15	12.00

	4 pcs 7/8x8-16 D cy = 43	.15	6.45
	10 Pcs 1x12 Rgh-16 = 160	.5 <sup>2</sup>	8.80
	20 pcs 1 1/4' Tin = 23	.12	2.76
	16 ft 1/4 rd. mldg.	1	.16
	4840 shingles 6x18	18.00	87.12
7/3	50 # gal nails	10	5.00
6/29	1 Roll Sisalkraft		7.00
	1 pump 6 ft.		12.00
	1 pc. tubing 10'	.35	3.50
	1 pc. tubing 12'	.35	4.20
	1 coupling		1.00
7/100	6 pcs 4" strips shingles	.15	.90
	1 lower valve pump		.20
7/14	300 ft. 1x6 L & G	4	12.00
	260 ft. Flg. Fir	8	20.80
	3 pcs 2x8-16 = 64 Fir	5	3.20
	1 bag Lime		.50
7/22	3 1/2 sq. shingles	6.50	22.75
	400 sq. ft. Porch Flg.	.5	20.00
	400 ft. O. G. Mldg.	12	6.00
	75 ft. Flg. Fir.	8	6.00
	4 Porch Posts 8x8-8	6.00	24.00
	800 ft. Rock lath	27.50	22.00
7/25	5 # gal nails	.10	.50
9/19	3200 ft. Rock lath	27.50	88.00
	20 pcs 8' cor. lead 160	3	4.80
	25 # lath nails	6	1.50
8/20	1 wd. Frame 24x26		4.50
	1 wd 24x26		3.00
10/13	3 ton plaster	18.00	54.00
10/17	2 pc 1x12-14 = 28	.10	2.80
	256 ft. Rock lath	27.50	7.00
	1 2x4-10	4	.28
	2 Pc 8' cor. Blad 16'	5	.80
10/24	1 1/2 ton plaster	18	27.00
10/27	1 ton fin lime		27.50
10/31	2 bags ganging plaster	1 60	3.20
	1 bag cement "		.75
	1 " ganging Plaster		1.60
11/5	4 " cement	80	3.20
	1 " ganging "		1.60
11/7	8 " cement	80	6.40
11/4	2 " plaster	1.00	2.00
1931	84 sash whts 6# = 504#	3	15.12
6/24	1 Door 2 <sup>8</sup> x 6 <sup>8</sup>		4.10
	1 " lock		.80
	1 pr. hinges		.35
9/17	48 sash whts 240		7.20
	1 bun. cord		1.50
	1 outside door		1.85
	1 lock & hinges		.35
1932	4 hank cord	1.50	6.00
1/2	400 lin wd head	1 1/4	5.00
	3 Doors 4 Pan	4.00	12.00
	800 lin 1x6 Pine 400'	6	24.00
	86 " ft Stool	5	4.30
	1100 " wd & Door trim	4 1/2	44.00
	500 " O G Mldg.	1 1/2	7.50
	500 " 1/4 rd.	1	5.00
	36 " 1x8 D Pine = 24	8	1.92
	36 " 1x10 " " = 30	8	2.40
	5 # C D nails	6	.30
	30 #10 "	6	1.80
	2 glass 24x26 N C		6.00
	1 Iron Bd # 26 42		6.40
1932	40 Plenth block	16	6.40
3/22	3 pc wd trim 3'6"		.48
	3 pc " " 14		1.68
	73 L 1x6 D Pine = 37	6	2.22
	128 L 1/4 rd	1	1.28
	78 L 1x4 D P	6	1.56
	51 L 1x12 "		4.08
	2 Pc 1x12 10 D P	8	1.60
	1 " 1x12 8 "	8	.64
	2 " 1x8 16 "	8	1.76
	1 " 1x8 12 "		.64
	5 " 1x4 16 "		1.62
	4 cupboard turners		.60
	5 pc 3 1/2 bretts		1.75
	2 R K Locks		1.00
	21 sash fastners		2.10
	17 pc Door Stop 16 = 272		4.08
3/23	7 pr 2x2 hinges		.70
	64 screws		.27
	4 pc 3" butts		1.20
	2 pc 1x10 12 D.P. = 20		2.00
	2 " 1x8 -12 D. P. = 16		1.28
			<u>2030.12</u>

1930	Credits		
7/5	2 2x8-16 = 64		3.20
10/27	11 bags Plaster		8.25
1931	Cash		200.00
4/11	17 bun 6x20	1700	34.00
6/25	11 " 6x18	1210	18.15
	24 pc Siding 1x10-14		21.76
	8 " " " 16		8.48
	1 " " " 13		.80
		<hr/>	<hr/>
		2030.12	294.64
	Balance due		<u>1735.48</u>

State of Maryland, Queen Anne's Co. to wit:

I hereby certify that the foregoing was truly taken & Copied from Liber W. D. Folio 144 & etc. a Mechanics Lien Docket for Queen Anne's Co.

In testimony whereof I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 16th day of January, in the year 1936.

William H. Carter  
Clerk

Seal's  
Place.

ORDER OF PUBLICATION  
Filed Feb. 11, 1936.  
Copy sent to Queen Anne Record.

ORDER OF PUBLICATION

-----  
MAURICE GLICK, SOLICITOR  
1215 Court Square Bldg.  
Baltimore, Md.

BERNARD J. DRANE, et al. \* IN THE CIRCUIT COURT  
VS. \*  
ROBERT DRANE, et al. \* FOR QUEEN ANNE'S COUNTY  
\*  
In Equity.

-----  
Chy. No. 3062

The object of this suit is to procure a decree for the sale, for partition, of the real estate of Hannah M. Jarman, deceased, late of Queen Anne's County, Maryland, and a distribution of the proceeds among the persons entitled thereto, and for such other relief as the case may require.

The bill recites the death of Hannah M. Jarman on or about March 28, 1935, leaving a last will and testament, which was duly admitted to probate in the Orphans' Court of Queen Anne's County, docket Wills Liber No. 3, folio 507, which last will however made no provision whatsoever for the disposition of the real estate of said decedent, which said real estate therefore descended to her heirs-at-law under the laws of intestacy of the State of Maryland.

The real estate of the said Hannah M. Jarman, deceased, is described and referred to in said bill of complaint, and is located in the 7th Election District of Queen Anne's County, and is recorded among the Land Records of said County in Liber S. S. No. 2, folio 542, etc., saving and excepting a portion thereof conveyed away by the decedent under deed recorded among the Land Records of said County in Liber B. H. T. No. 1, folio 315.

The bill further recites the names of the heirs-at-law, being the first cousins of the said Hannah M. Jarman, deceased, there being fourteen first cousins entitled to an equal pro rata share of the net proceeds of said sale.

The bill further recites that certain claims have been filed against the estate of Hannah M. Jarman, deceased, which are being contested, and that Norman E. Ford, administrator c. t. a., is made a party to the proceedings.

The bill further recites that one Paul W. Phillips is made a party defendant because he has filed a mechanics lien against said property, the validity of which is disputed.

The bill further recites that the said real estate is not susceptible of division in kind, without loss or injury to the parties interested; and that it is therefore necessary and advantageous to all parties concerned that said property be sold by a trustee or trustees to be appointed in this cause and the proceeds divided among them according to their respective rights therein.

That the defendants, Robert Drane, widower, and Regina M. Hoetzel and Andrew J. Hoetzel, her husband, are non-residents of the State of Maryland.

It is thereupon this 11th day of February, 1936, ordered by the Circuit Court for Queen Anne's County in equity that the complainants by causing a copy of this order to be published in some newspaper in Queen Anne's County, once in each of four successive weeks, on or before the 16th day of March, 1936, 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 3rd. day of April, 1936, to show cause, if any they have, why a decree ought not to be passed as prayed.

WILLIAM H. CARTER Clerk

Filed February 12th, 1936.

DECREE PRO CONFESSO  
Filed May 23, 1936.

(DECREE PRO CONFESSO)

Bernard J. Drane et al.	)	IN THE
	)	
vs.	)	CIRCUIT COURT OF
	)	
Robert Drane et al.	)	QUEEN ANNE'S COUNTY,
	)	IN EQUITY.
		Case No. 3062

The Defendant Robert Drane having been duly (notified by Order of Publication) to appear to the Bill of Complaint and having filed to appear thereto according to the exigency of the (said Order)

It is thereupon this 21st day of May, in the year nineteen hundred and thirty-six by the Circuit Court for Queen Anne's County in Equity, ADJUDGED, ORDERED AND DECREED that the complainant is entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken pro confesso against said defendant Robert Drane But because it doth not certainly appear to what relief the plaintiff is entitled, it is further ADJUDGED and ORDERED, that one of the Examiners of this Court take testimony to support the allegations of the Bill.

THOS. J. KEATING

Filed May 23rd, 1936.

Complainant's Exhibit #1  
CERTIFIED COPY OF DEED  
Filed May 27th, 1936.

Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of March in the year Nineteen Hundred and Seven the following Deed was brought to be recorded, to wit:

This Deed, made this seventeenth day of February in the year One thousand Nine Hundred and six by and between D. James Hall of Kent County and State of Maryland of the one part, and Hannah M. Jarman of the aforesaid County and State, of the other part. Witnesseth: That in consideration of the sum of Two Thousand Dollars paid and in hand the receipt whereof is hereby acknowledged the said D. James Hall does grant and convey unto the said Hannah M. Jarman, her heirs, and assigns in fee simple, all those tracts, parts of tracts or parcels of land, lying situate in the Seventh Election District of Queen Anne's County, and described as follows: First, the tract commonly Known as the Lower Farm of the late Joseph Sheppard, or "Maple Shade"; or by whatsoever name the same may be called or known, containing Forty One acres, one rood and seventeen and one fourth perches of land more or less, and is fully and particularly described by metes and bounds, courses and distances, in a deed therefor from Edwin H. Brown, Trustee to Ella Woodall, dated December 12th, 1882, and recorded in Liber S.C.D. No. 2, folios 253 &c., a Land Record Book for Queen Annes County, to which said deed reference is made specially, for a full and complete description of the property hereby conveyed, -also, that slip or parcel of land lying on the eastern side of Broad Street in the village of Crumpton, particularly described in a deed from George E. Harrison and wife to Mary (Mollie E. Hartley, dated February 13, 1903, and recorded in Liber J. E. G. No. 4,

folios 533 &c., a Land Record Book for Queen Annes County, these lots and parcels of land being the same the were conveyed to D. James Hall by Mary E. Hartley and John P. Hartley, by deed dated November 19, 1903 and recorded in Liber J. E. G. No. 5, folio 550 &c., a Land Record Book for Queen Anne's County, which by reference thereto will more fully appear. To have and to hold the said tracts and parcels of land together with all the improvements thereon, and all and every the rights, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, to the proper use and behoof of the said Hannah M. Jarman, her heirs and assigns, forever, and the said D. James Hall, for himself, his heirs or administrators, does covenant with the said Hannah M. Jarman, her heirs and assigns, that he will warrant generally and specially the property hereby conveyed, and that he will execute such further assurances as may be necessary to perfect the title to the same.

Witness my hand and seal.

Test: B.F. Hartley

D. James Hall

(SEAL)

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

I hereby certify that on this seventeenth day of February, in the year One thousand nine hundred and six, before the subscriber a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared D. James Hall, and did acknowledge the foregoing deed to be his act.

Benjamin F. Hartley J. P.

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 542, a Land Record Book for Queen Annes County.

In Testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 27th day of April A. D., 1936.

William H. Carter, Clerk.

CERTIFIED COPY OF DEED  
Complainant's Exhibit #2.  
Filed June 9, 1936.

10,490. Queen Annes County, to wit: Be it remembered that on the twenty ninth day of February, in the year nineteen hundred and twenty four, the following Deed was brought to be recorded, to wit:

This Deed, made this ninth day of February, in the year nineteen hundred and twenty four by Hannah M. Jarman and Thomas G. Jarman her husband, of Queen Anne's County, State of Maryland, witnesseth:

That in consideration of the sum of five hundred dollars, the receipt of which is hereby acknowledged, the said Hannah M. Jarman and Thomas G. Jarman, her husband, do hereby grant and convey unto the Board of Education for Queen Anne's County Maryland, in fee simple, all that lot or tract of land, situate, lying and being in the seventh election district of Queen Anne's County State of Maryland, in or adjoining the village of Crumpton, on the northeast side of the public road leading into Crumpton from Queen Anne side, adjoining the lands of Mrs. Minnie Keating and Thomas S. Jarman, it being a part of the Jarman tract, and is contained within the following metes and bounds, courses and distances to wit: Beginning along the eastern edge of said public road where the Keating or Boggs farm intersects the said public road and where a stone is to be placed: and running with said edge of this road north 27 degrees 45 minutes west 300 feet to a stake where a stone is to be placed, thence north 62 degrees 15 minutes east, 641 feet and 3 inches to a stake where a stone is to be placed; thence south 27 degrees 45 minutes east, 302 feet to a stake where a stone is to be placed along the fence of the Keating or Boggs farm, thence with this farm south 62 degrees 26 minutes west, 631 feet and 4 inches to the place of beginning, containing four and one half acres of land, and being a part of the tract of land conveyed to the said Hannah M. Jarman by D. James Hall by deed dated the seventeenth day of September, in the year nineteen hundred and six and recorded in Liber S. S. #2, folios 542 etc. a land record book for Queen Anne's County to which said deed and the references therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed.

Together with all the rights, roads, ways, waters, privileges, advantages and appurtenances thereto belonging or in anywise appertaining.

And the said Hannah M. Jarman covenants that she will warrant specially the property hereby conveyed and give such other and further assurances of title as may be requisite or necessary.

Witness their hands and seals.

Test: J. W. Stack

HANNAH M. JARMAN (SEAL)

THOMAS G. JARMAN (SEAL)

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

I hereby certify that on this ninth day of February, in the year nineteen hundred and twenty four, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Hannah M. Jarman and Thomas G. Jarman, her husband, and did each acknowledge the foregoing deed to be their respective act.

J. W. Stack, J. P.  
Justice of the Peace.

One fifty cent Int.  
Rev. Stamp: endorsed ;  
H.M.J. 2/9/24.

State of Maryland, Queen Annes County, to wit:

I hereby certify, that the foregoing is truly taken and copied from Liber B. H. T. No. 1, folio 315 &c., 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 27th May 1936.

Seal's  
Place.

Wm. H. Carter, Clerk Circuit Court for Queens  
County.

CERTIFIED COPY OF WILL  
Complainant's Exhibit #3  
Filed May 27, 1936.

WILL OF MRS. HANNAH M. JARMAN

In the fear of Almighty God, being in my right mind and known the certainty of death and the uncertainty of life I hereby make my last will and testament.

1st and foremost, I do not want my funderal costs to excede \$200.00 and after all of my just debts and funeral Exspenses are paid, the balance of my money to be divid-ed between Elizabeth Bowers and Leillian McDermott & Irine Nickerson share and share alike.

In the 2nd to Irine Nickerson bedroom suit & bedding, one dining room suit & sewing machine and bid rocker any pictures that she chooses to take to Leillian McDermott and Elizabeth Bowers afterwards to divide the residue of furni-ture between themselves and anything they do not want to give to Mary Coleman to sell and give the money to the M. E. Church of Crumpton and to Floyd Lancaster his Grandfather's watch and chain to Alvin Nickerson a watch & chain and ring to Elizabeth Bowers mothers watch and I would like this will to be read before my body is taken out of the house.

March 7, 1935.

Hannah M. Jarman

Witnesses

Norman E. Ford  
J. W. Stack

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

On the 9th day of April, A. D. 1935, came Norman E. Ford, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Hannah M. Jarman, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from the hand of the testatrix on or about 7th day of March, A. D. 1935.

Sworn before

Norman S. Dudley  
Register of Wills of Queen Anne's  
County, Md.

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

On the 9th day of April, 1935, came Norman E. Ford, of Millington, Maryland, one of the subscribing witnesses to the foregoing last Will and Testament of Hannah M. Jarman, late of Queen Anne's County, deceased, and made oath in due form of law,



that he did see the Testatrix sign and seal said Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of his apprehension of sound and disposing mind, memory and understanding; and that he together with J. W. Stack subscribed his name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open Court:

Test:

Norman S. Dudley  
Register of Wills of Queen Anne's  
County, Md.

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

On the 9th day of April, 1935, came J. W. Stack, of Crumpton, Queen Anne's County, Maryland, one of the subscribing witnesses to the foregoing last Will and Testament of Hannah M. Jarman, late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testatrix sign and seal said Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Norman E. Ford, subscribed his name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open court

Test:

Norman S. Dudley  
Register of Wills of Queen Anne's  
County, Md.

STATE OF MARYLAND,

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of Hannah M. Jarman, late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 9th day of April, A. D., 1935, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Hannah M. Jarman, deceased.

Henry H. Evans

Palmer C. Pippin  
Judges of the Orphans' Court for Queen  
Anne's County.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, SCT:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the Last Will and Testament of Hannah M. Jarman, deceased as filed and passed in this office on April 9-1935 and recorded in Liber \_\_\_\_\_ No. \_\_\_\_\_ Folio \_\_\_\_\_ in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 27th day of May 1936.

Seal's  
Place.

NORMAN S. DUDLEY  
Register of Wills for Queen Anne's County,  
Maryland.

TESTIMONY  
Filed June 11, 1936.

BERNARD J. DRANE,  
ET AL,

VS.

ROBERT DRANE,  
ET AL.

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IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,  
IN EQUITY.  
CASE NO. 3062.

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR Examiner having been notified by Maurice Glick, Esquire, Solicitor for the Plaintiffs, and S. Scott Beck, Esquire, Solicitor for the defendants, that they desired to take testimony in the above entitled cause at my office in Centreville at two o'clock, p. m., on Tuesday, June the ninth, nineteen hundred and thirty six, the proceedings in said cause having been referred by this Honorable Court to your Examiner for the purpose of taking testimony by its decree Pro Confesso passed on the twenty-first day of May, nineteen hundred and thirty-six, your Examiner did attend at his office in Centreville, Maryland, at two o'clock, p. m., June ninth, nineteen hundred and thirty-six, there being present Mrs. Mary Harris, Mrs. Gertrude T. Frisino and Mrs Evelyn A. Wilson, parties plaintiff; Maurice Glick, Esquire, Solicitor for the Plaintiffs, and S. Scott Beck, Esquire, Solicitor for Regina M. Hoetzel and Andrew J. Hoetzel, her husband, and Norman E. Ford, Administrator c. t. a. of the estate of Hannah M. Jarman, deceased, parties defendant, and proceeded to take the following testimony, to-wit:

Mrs Evelyn A. Wilson, a witness of lawful age, produced on the part of the plaintiffs, being first duly sworn, deposes as follows:

By Mr. Maurice Glick, Solicitor for plaintiffs.

I wish to offer in evidence a deed entitled in the name of Hannah M. Jarman, deceased, acquired from D. James Hall and dated February seventeenth, nineteen hundred and six, and recorded among the land records of Queen Anne's County in Liber S. S. No. 2 folio 542. I wish to offer a certified copy of said deed and request it to be marked "Complainants' Exhibit No. 1".

I also wish to offer in evidence as "Complainants' Exhibit No. 2" a certified copy of a deed conveying a portion of the lot owned by the said Hannah M. Jarman, deceased, to The Board of Education for Queen Anne's County dated February ninth, nineteen hundred and twenty-four, and recorded among the land records of Queen Anne's County in Liber B. H. T. No. 1 folio 315.

I wish to offer a certified copy of the will of the late Hannah M. Jarman recorded in the office of the Register of Wills for Queen Anne's County in Wills' Liber No. 3 folio 507, same to be marked "Complainants Exhibit No. 3".

1. Q. Mrs. Wilson your full name is?

A. Evelyn A. Wilson.

2. Q. And what is your residence?

A. 7313 York Road, Baltimore, Maryland.

3. Q. Your husband's name is?

A. Edgie R. Wilson.

4. Q. He is also a party to this proceeding?

A. Yes.

5. Q. Mrs Wilson with regard to your relationship to the late Hannah M. Jarman, I wish to show you a chart which was drawn up from information furnished by you and others of the pedigree, is this correct?

A. It is.

I wish to offer this pedigree chart in evidence and ask that it be marked "Complainants' Exhibit No. 4".

6. Q. Mrs Wilson what is your relationship to the late Hannah M. Jarman?

A. First cousins.

7. Q. Now Mrs Wilson your grandfather and her grandfather are one and the same party?

A. Yes.

8. Q. What was his name?

A. James Drane.

9. Q. What was your Mother's maiden name?

A. Rose Ann Drane.

10. Q. And your Mother, Rose Ann Drane, was a child of one James Drane and Mary Boyle.

11. Q. Now Mary Boyle was the first or second wife of your Grandfather, James Drane?

A. Second wife.

12. Q. You have a brother living, have you not?

A. Yes.

13. Q. What is his name?

- A. Robert Dehuff.
14. Q. Single or married?
- A. Single.
15. Q. Is he a party to this proceeding?
- A. Yes.
16. Q. What was the name of Hannah M. Jarman's Mother?
- A. Ellen D. Frew.
17. Q. The said Ellen D. Frew was a daughter of one James Drane and Margaret Trainor (Tracy) Drane. Margaret Trainor Tracy Drane was the first or second wife of your Grandfather, James Drane?
- A. First wife.
18. Q. Now I notice from this chart that there were all together fourteen first cousins to the late Hannah M. Jarman, is that correct?
- A. That is correct.
19. Q. You have accounted for yourself and your Brother, Robert Dehuff, and now who is Regina M. Hoetzel and what relationship is she to you?
- A. First cousin.
20. Q. And who was her Mother?
- A. Margaret D. Cousins.
21. q. Now Margaret D. Cousins was related to your Mother in what way?
- A. Sisters.
22. Q. Who is Charles Cousins?
- A. He is a first cousin of mine.
23. Q. How is Charles Cousins related to Regina M. Hoetzel?
- A. He is a Brother to Regina M. Hoetzel.
24. Q. The deceased Hannah M. Jarman, what was her Mother's name?
- A. Ellen D. Frew.
25. Q. And Ellen D. Frew was related to your Mother?
- A. They were sisters.
26. Q. I notice a John Drane on this chart, what is his relationship to you?
- A. He is a first cousin.
27. Q. John Drane's wife's name is what?
- A. Anna Drane.
28. Q. And who was John Drane's Father?
- A. John Drane.
29. Q. And the latter was an Uncle of yours?
- A. Yes.
30. John Drane, Senior, was a sone of whom?
- A. James Drane and Margaret Trainor Tracy.
31. Q. Now Robert Drane, widower, who is a defandant to these proceedings, what relationship is he to you?
- A. First cousin.
32. Q. Do you know his whereabouts?
- A. No.
33. Q. So far as you know he is a non resident of the State of Maryland?
- A. Yes.
34. Q. And Robert Drane's Father was whom?
- A. James Drane son of my Grandfather, James Drane, by his Marriage with Margaret Trainor Tracy.

35. Q. Now we come to, on this chart, Gertrude T. Frisino, who is present here also to testify. What relationship is she to you?

A. First cousin.

36. Q. And she has how many sisters and brothers also related to you?

A. Two brothers and one sister.

37. Q. State their names?

A. Joseph Drane, John A. Drane and Mary Harris.

38. Q. And who was their Father?

A. Robert F. Drane.

39. Q. Son of whom?

A. My Grandfather, James Drane.

40. Q. By marriage with whom?

A. Margaret Trainor Tracy.

41. Q. Now Margaret Chiveral, Elmer Drane, Lawrence Drane and Bernard J. Drane, how are they related to you?

A. First cousins.

42. Q. They are children of whom?

A. Daniel Drane.

43. Q. Who was a son of whom?

A. My Grandfather, James Drane, by marriage with Margaret Trainor Tracy.

44. Q. Your Grandfather, James Drane, therefore, had how many children by his first marriage?

A. Seven. Daniel, Robert F., James, John, David, Ellen D. Frew and Margaret D. Cousins, all of whom are now deceased.

45. Q. Therefore, your Grandfather, James Drane, had only one child by his second marriage with Mary Boyle?

A. Yes, Rose Ann Drane who was my Mother.

46. Q. Is she now living or dead, and when did she die?

A. Mother died February 23rd., 1928.

47. Q. Did James Drane have any children by his third marriage with Anna McCarthy?

A. No.

48. Q. You have stated that the said James Drane and all three of his wives are now dead?

A. Yes for many years.

49. Q. Please give, as best as you can, the names of the husbands and wives of your first cousins, and their places of residence?

A. Bernard J. Drane who intermarried with Mary M. and they live in Baltimore; Lawrence J. Drane who intermarried with Margaret M. and they live in Baltimore; Elmer Drane who intermarried with Catherine and they live in Baltimore; Margaret Chiveral who intermarried with Milton Chiveral and they live in Baltimore; Joseph Drane who intermarried with Margaret E. and they live in Baltimore; Mary Harris who intermarried with Benjamin F. and they live in Baltimore; Gertrude T. Frisino who intermarried with Joseph and they live in Baltimore; John A. Drane who intermarried with Kunigunda M. and they live in Baltimore; John Drane who intermarried with Anna and they live in Baltimore; Robert Drane, widower, and who is a non resident of the State of Maryland. My uncle, David Drane died leaving no children. Regina M. Hoetzel who intermarried with Andrew J. and they live in New Jersey; Charles E. Cousins, widower, and he lives in Baltimore; Robert Dehuff is my brother and is single lives in Baltimore also.

50. Q. Do you know of any other heirs at law of the late Hannah M. Jarman other than those and places of residences you have already testified to?

A. No.

51. Q. When did Hannah M. Jarman die?

A. She died on March 28th., 1935.

52. Q. Describe, if you will, briefly the property or real estate left by Hannah M. Jarman, at the time of her death?

A. Hannah M. Jarman at the time of her death owned a small farm of approximately forty acres situated near the Town of Crumpton, Queen Anne's County, improved by a two-story frame dwelling, and the usual outbuildings, and worth in my opinion about four thousand dollars.

53. Q. In your opinion is this farm and house capable of division in kind without loss or injury to the parties to this suit?

A. No simply because it is impossible to equitably partition the land, and it is physically impossible to divide the buildings among those who have an interest therein, and it certainly would be more advantageous to all concerned for the property to be sold and the proceeds divided.

E. S. 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 in your answer.

A. No.

MRS. EVELYN A. WILSON

By S. Scott Beck, Esquire, Solicitor for Defendants.

Mrs. Gertrude T. Frisino, a witness of lawful age, produced on the part of the plaintiffs, being first duly sworn, deposes and says:

1. Q. Now Mrs. Frisino what is your name and where do you live?

A. Gertrude T. Frisino and I live in Baltimore, Maryland, 4412 Raspe Avenue.

2. Q. And what is your husband's name?

A. Joseph Frisino.

3. Q. Did you know the late Hannah M. Jarman?

A. Yes.

4. Q. Were you related?

A. Yes first cousins.

5. Q. I understand that you both had the same Grandfather namely James Drane?

A. Yes.

6. Q. How many times was James Drane married?

A. Three times. His first Margaret Trainor Tracy, second Mary Boyle and third Anna McCarthy. My Grandfather, James Drane, and all three of his wives are now dead.

7. Q. Please state the names of the children, if any, which James Drane had as the result of his first marriage with Margaret Trainor Tracy?

A. Daniel, Robert F., James, John, David, Ellen D. Frew and Margaret D. Cousins.

8. Q. Are all of these children living or dead?

A. All dead having died before my cousin, Hannah M. Jarman.

9. Q. Give the names of the children who survived Daniel Drane as well as the names of their respective husbands and wives, and their places of residences?

A. My Uncle Daniel Drane had four children, Bernard J. who intermarried with Mary M. and they live in Baltimore; Lawrence who intermarried with Margaret M. and they live in Baltimore; Elmer who intermarried with Catherine and they live in Baltimore; and Margaret Chiveral who intermarried with Milton Chiveral and they live in Baltimore.

10. Q. Please give the same information as to the children, their respective husbands and wives, and their places of residence, by your late Father, Robert F. Drane?

A. My late Father, Robert F. Drane, had four children namely Joseph who intermarried with Margaret E.; John A. who intermarried with Kunigunda M.; Mary Harris who intermarried with Benjamin F. Harris; and, of course, myself who intermarried with Joseph Frisino, all of us who live in Baltimore City.

11. Q. Give the same information, if you will, as to the children of your Uncle, James Drane?

A. Uncle James had only one child, Robert, who is a widower, and a non resident of the State of Maryland.

12. Q. Please give the same information as to your Uncle, John Drane?

A. Uncle John had one child, John, and he intermarried with Anna Drane and they live in Baltimore City.

13. Q. Did you Uncle David Drane have any children living at the time of his death?

A. No.

14. Q. How many children did your Aunt Ellen D. Frew leave surviving her?

A. One, Hannah M. Jarman, who died March 28th., 1935.

15. Q. Please give the same information as to the children of your Aunt Margaret D. Cousins?

A. Aunt Margaret had two children, Regina M. Hoetzel who intermarried with Andrew J. Hoetzel and they live in New Jersey; and a son, Charles Cousins who is a widower, and lives in Baltimore, Maryland.

16. Q. I understand your Grandfather, James Drane, by his second marriage with Mary Boyle had only one child namely, Rose Ann Drane?

A. Yes.

17. Q. Please give the names of the children who survived Rose Ann Drane at the time of her death?

A. Evelyn Wilson and Robert Dehuff.

18. Q. Are you familiar with the real estate which Hannah M. Jarman was seized and possessed at the time of her death and, if so, describe it?

A. My Cousin, Hannah M. Jarman, owned a small farm at the time of her death. It was situated in the upper part of Queen Anne's County near Crumpton and contained about forty acres of land, more or less, and is improved by a two-story farm dwelling, with the usual outbuildings. I understand that Cousin Hannah was offered four thousand dollars for it just before she died.

19. Q. Is the above described real estate susceptible of partition or division among the parties to this cause, who have an interest therein, or would it be more advantageous and beneficial for the same to be sold and the proceeds divided?

A. I do not see how it is physically possible to equitably divide the property. The buildings certainly can not be divided, and it seems to me it would be better for all of us to have it sold and the proceeds arising therefrom distributed. At present the property has had no proper management, so I have been told.

E. S. Do you know, or can you state, any other matter of 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 in your answer.

A.

GERTRUDE T. FRISINO

Mrs Mary E. Harris, the third witness of lawful age produced on the part of the plaintiffs, being first duly sworn, deposes and says:

By Mr. Maurice Glick, Solicitor for plaintiffs.

1. Q. Mrs Harris your name and residence?

A. Mary E. Harris, 2907 East Jefferson Street, Baltimore.

2. Q. Your husband's name?

A. Benjamin F. Harris.

3. Q. Mrs Harris your Grandfather, James Drane, was married how many times?

A. Three times.

4. Q. Will you give the names of his three wives?

A. Margaret Trainor Tracy, Mary Boyle and Anna McCarthy.

5. Q. As the result of the marriage of your Grandfather, James Drane, with Margaret Trainor Tracy, there were how many children surviving them?

A. Seven, Daniel Drane, Robert F. Drane, James Drane, John Drane, David Drane, Ellen D. Frew and Margaret D. Cousins.

6. Q. As a result of the marriage of your Grandfather with Mary Boyle they had one child, Rose Ann Drane, is that correct?

A. Yes.

7. Q. Please give the names of the children of your Uncle Daniel Drane with the name of their husbands and wives and their residence?

A. Bernard J. Drane who intermarried with Mary M. and they live in Baltimore; Lawrence Drane who intermarried with Margaret M. and they live in Baltimore; Elmer Drane who intermarried with Catherine and they live in Baltimore; and Margaret Chiveral who intermarried with Milton Chiveral and they live in Baltimore.

8. Q. Give the same information regarding the children of your Father, Robert F. Drane?

A. Joseph Drane who intermarried with Margaret E. who live in Baltimore; John A. Drane who intermarried with Kunigunda M. who live in Baltimore; Gertrude T. Frisino who intermarried with Joseph Frisino who live in Baltimore, and, of course, myself Mary Harris who intermarried with Benjamin F. Harris and we live in Baltimore.

9. Q. Your Uncle James Drane left surviving him how many children?

A. One son, Robert Drane who is a widower, and who is a non resident of Maryland.

10. Q. Your Uncle John Drane left surviving him how many children?

A. One son, John Drane who intermarried with Anna Drane and they live in Baltimore, Maryland.

11. Q. What about your Uncle David Drane?

A. He left no children.

12. Q. Your Aunt Ellen D. Frew left surviving her how many children?

A. One daughter, the late Hannah M. Jarman, who died March 28th., 1935.

13. Q. Give the same information regarding your Aunt Margaret D. Cousins?

A. She had two children who survived her, Regina M. Hoetzel whose husband is Andrew J. Hoetzel and they live in New Jersey, and also Charles Cousins who is a widower and lives in Baltimore.

14. Q. Your Aunt Rose Ann Drane was a daughter of whom?

A. My Grandfather James Drane and May Boyle.

15. Q. How many children survive her?

A. Two, Evelyn Wilson whose husband is Edgie R. Wilson now living in Baltimore and Robert Dehuff, unmarried, who lives in Baltimore.

16. Q. With reference to the farm and dwelling and buildings on said farm belonging to the late Hannah M. Jarman, are you familiar with them?

A. Yes.

17. Q. Is it in your opinion possible of division between the fourteen heirs in kind, or is it more beneficial to all of the parties in the case to have same sold and have the proceeds distributed to those lawfully entitled?

A. I think the latter would be more appropriate and beneficial to all parties concerned.

E. S. 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 in your answer.

A. No.

Mrs. Mary E. Harris

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence, your Examiner makes his return and certifies that he was engaged as such Examiner in taking this testimony three days and examined three witnesses, making the costs chargeable in said proceeding:

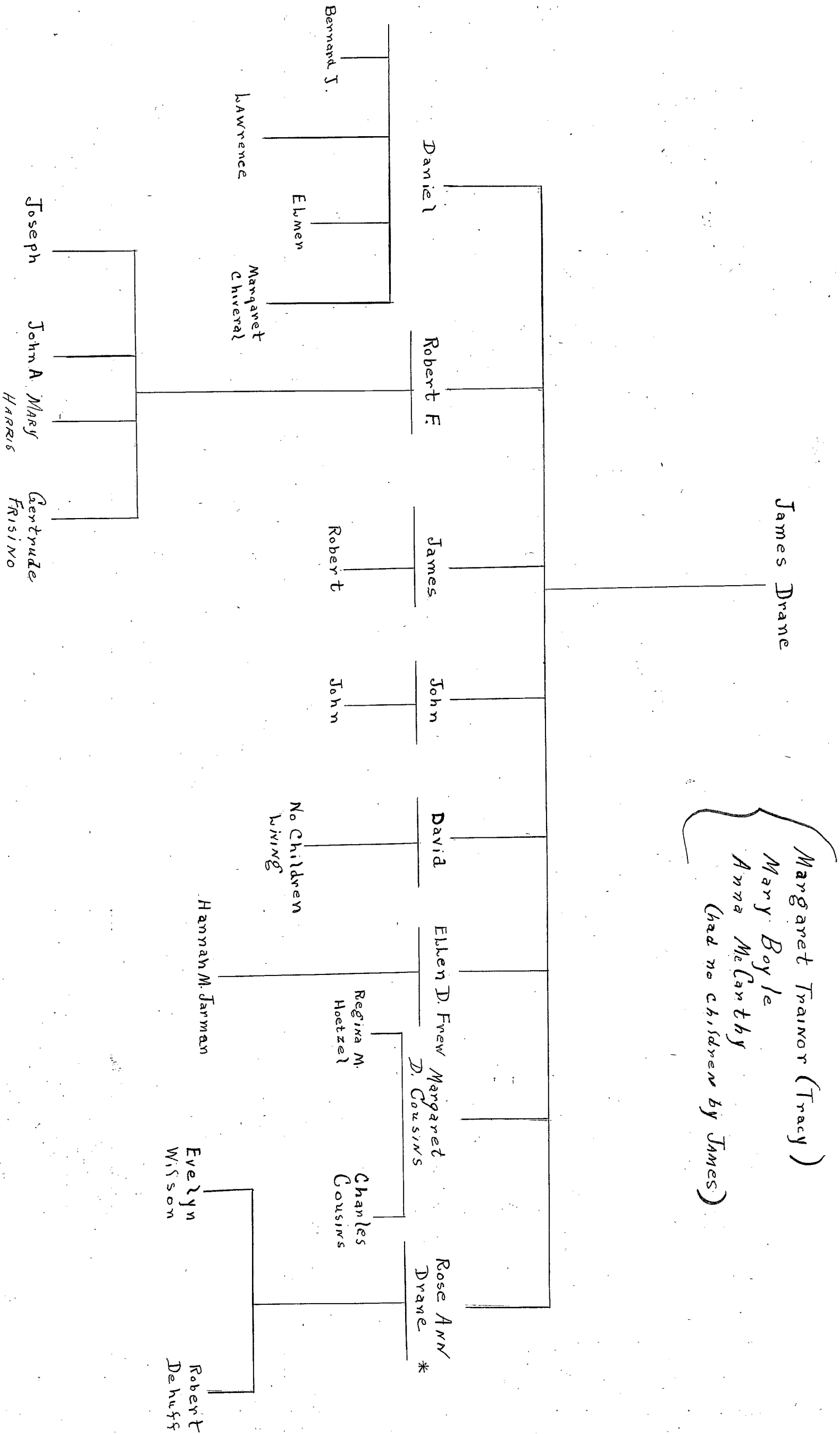
H. B. W. Mitchell, Examiner, - - - - -	\$12.00
Verna Crowl, Stenographer, - - - - -	4.00
Mrs. Evelyn A. Wilson, witness, - - - - -	.75
Mrs. Gertrude T. Frisino, witness, - - - - -	.75
Mrs. Mary E. Harris, witness, - - - - -	.75
	<u>\$18.25</u>

H. B. W. MITCHELL  
EXAMINER

Filed June 11th, 1936.

For Examiner's Exhibits 1, 2, and 3, see Complainant's Exhibits No. 1, 2 and 3, recorded immediately following the Decree Pro Confesso.

EXAMINER'S EXHIBIT No. 4  
Filed June 9, 1936.



\* Note: Child of James Drane and Mary Boyle Drane





The proceeds of sale in an amount sufficient to pay the mechanics lien mentioned in these proceedings in full shall remain in the hands of the trustee pending the final determination of the validity of said lien, with the right reserved to Paul W. Phillips, one of the defendants, and the holder of said lien, to take such testimony as he may desire to establish the validity of his said mechanics lien against that part of the real estate decreed to be sold covered by said lien.

THOS. J. KEATING

CERTIFIED COPY OF BOND  
Filed August 8, 1936.

Queen Anne's County, to wit: Be it remembered that on the 8th day of August, in the year 1936, the following Bond was filed for record, to wit:

Fidelity and Deposit Company  
of Maryland

Baltimore

F. & D. Bond No. 4104867

KNOW ALL MEN BY THESE PRESENTS:

That we, Maurice Glick, Court Square Building, Baltimore, Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND AND 00/100 (\$5,000.00) 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, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of August in the year of our Lord one thousand nine hundred and thirty-six.

WHEREAS, the above bounden Maurice Glick by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed Trustee to sell certain property mentioned in the proceedings in the case of Bernard J. Drane et al vs. Robert Drane, et al now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Maurice Glick do and shall well and faithfully perform the trust 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:

MAURICE GLICK (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Witness:

By E. V. SHOCKLEY  
E. V. Shockley, Attorney-in-Fact.

By G. Gillis

Corp.  
Seal's  
Place.

State of Maryland, Baltimore City, set:

Know All Men by These Presents: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of MARYLAND, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

Seal's  
Place.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: E. R. NUTTLE  
Vice-President.

ATTEST:

J. G. YOST  
Assistant Secretary.

Corp.  
Seal's  
Place.

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.

Aug. 4th, 1936.

FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND

*W. H. Carter*  
Assistant Secretary.

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. 1, folios 13, etc., a Bond 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 this 8th day of August, in the year nineteen hundred and thirty six.

Seal's  
Place.

WILLIAM H. CARTER Clerk.

REPORT OF SALE  
Filed Sept. 39, 1936.

Bernard J. Drane,  
et al,

vs.

Robert Drane,  
et al.

In the Circuit Court  
for  
Queen Anne's Co.

In Equity. No. \_\_\_\_\_

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Maurice Glick, Trustee appointed by a Decree in this Cause to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, as required by said Decree, and having given 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 four successive weeks before the day of sale, he did, in pursuance of said notice, attend in front of the Court House Door in Centreville, Maryland, on Saturday, September 26th, 1936, commencing at two o'clock P. M., and then and there sold the hereinafter described property to Wilbur S. Brinsfield of Queen Anne's County, Maryland, at and for the sum of Four thousand four hundred twenty-five Dollars (\$4,425.00), he being at that price the highest bidder therefor, and which said property is described as follows:

"All that farm or tract of land known as the Hannah Jarman Farm, situated in the Seventh Election District of Queen Anne's County aforesaid, on the Stone Road leading into the Town of Crumpton, and containing 40 Acres of land, more or less.

IT BEING a part of the same property which was conveyed to the said Hannah M. Jarman by D. James Hall by Deed dated the 17th day of February, 1906, and recorded among the Land Records of Queen Anne's County aforesaid, in Liber S. S. No. 2, Folio 542 etc.

And your Trustee further reports that the said purchaser has made satisfactory compliance with the terms of sale and he deems the sale to have been fairly made and prays the usual Order thereon.

Respectfully submitted,

MAURICE GLICK  
Trustee.

Filed September 30th, 1936.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 29th day of September, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Maurice Glick, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal:

BERNADETTE PHILLIPS  
Notary Public.

Notary  
Public  
Seal.

CERTIFICATE OF ADVERTISEMENT  
OF SALE  
Filed Sept. 30, 1936.

TRUSTEE'S SALE  
of valuable  
SMALL FARM

UNDER and by virtue of the authority contained in a Decree of the Circuit Court for Queen Anne's County, passed in Chancery Cause No. 3062, entitled "Bernard J. Drane, et al. vs. Robert Drane, et al, the undersigned, Trustee, therein appointed, will offer at Public Sale, in front of the Court House Door in Centreville, Maryland, on SATURDAY, SEPT. 26, 1936 commencing at 2:00 o'clock P. M., ALL that farm or tract of land known as the Hannah Jarman Farm, situated in the Seventh Election District of Queen Anne's County aforesaid, on the Stone Road leading into the Town of Crumpton, and containing 40 Acres of land, more or less.

THE IMPROVEMENTS consist of a two-story frame dwelling, horse stable with loft, Corn Crib, Cow Shed with iron roof, garage and other necessary out-buildings, all of which are in splendid condition.

THIS property is nicely situated-convenient to schools and churches- the soil is kind and productive and an excellent opportunity is offered to anyone seeking a good investment or a productive farm as a home.

TERMS OF SALE:- One-third of purchase money cash on day of sale and the balance upon the ratification of sale by the Circuit Court for Queen Anne's County or all cash at the option of the purchaser; deferred payments to bear interest; title papers, including Revenue Stamps. at the cost of the purchaser.

MAURICE GLICK, Trustee.  
S. SCOTT BECK, Attorney.  
ELMER ANTHONY, Auctioneer.

THE QUEEN ANNE'S RECORD  
CENTREVILLE \* MARYLAND

September 30th, 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the TRUSTEE'S SALE of valuable SMALL FARM in the case of BERNARD J. DRANE, ET AL., VS. ROBERT DRANE, ET. AL. a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for FOUR SUCCESSIVE WEEKS, the first publication thereof having been made in said newspaper on the 3d day of September 1936, being more than 3 weeks before the 26th day of September 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC.  
BY MARY M. PARKS

N I S I

Bernard J. Drane,  
et al.

VS.

Robert Drane, et al.

} IN THE CIRCUIT COURT  
}  
} FOR QUEEN ANNE'S COUNTY  
}  
} IN EQUITY.  
} CHANCERY No. 3062.

ORDERED, This 30th day of September A. D., 1936, that the sale of the real estate made and reported in this cause by Maurice Glick, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd. 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 2nd day of November next.

The Report states the amount of sales to be \$425.00.

Filed September 30th, 1936.

WILLIAM H. CARTER Clerk.

CERTIFICATE OF ADVERTISEMENT  
OF ORDER OF PUBLICATION  
Filed Dec. 19, 1936.

ORDER OF PUBLICATION

MAURICE GLICK, SOLICITOR  
1215 Court Square Bldg.,  
Baltimore, Md.

BERNARD J. DRANE, et al.  
vs.  
ROBERT DRANE, et al.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3062.

The object of this suit is to procure a decree for the sale, for partition, of the real estate of Hannah M. Jarman, deceased, late of Queen Anne's County, Maryland, and a distribution of the proceeds among the persons entitled thereto, and for such other relief as the case may require.

The bill recites the death of Hannah M. Jarman on or about March 28, 1935, leaving a last will and testament, which was duly admitted to probate in the Orphans' Court of Queen Anne's County, docket Wills Liber No. 3 folio 507, which last will however made no provision whatsoever for the disposition of the real estate of said decedent, which said real estate therefore descended to her heirs-at-law under the laws of intestacy of the State of Maryland.

The real estate of the said Hannah M. Jarman, deceased, is described and referred to in said bill of complaint, and is located in the 7th Election District of Queen Anne's County, and is recorded among the Land Records of said County in Liber S. S. No. 2 folio 542, etc., saving and excepting a portion thereof conveyed away by the decedent under deed recorded among the Land Records of said County in Liber B. H. T. No. 1 folio 315.

The bill further recites the names of the heirs-at-law, being the first cousins of the said Hannah M. Jarman, deceased, there being fourteen first cousins entitled to an equal pro rata share of the net proceeds of said sale.

The bill further recites that certain claims have been filed against the estate of Hannah M. Jarman, deceased, which are being contested, and that Norman E. Ford, administrator c. t. a., is made a party to the proceedings.

The bill further recites that one Paul W. Phillips is made a party defendant because he has filed a mechanics lien against said property, the validity of which is disputed.

The bill further recites that the said real estate is not susceptible of division in kind, without loss or injury to the parties interested, and that it is therefore necessary and advantageous to all parties concerned that said property be sold by a trustee or trustees to be appointed in this cause and the proceeds divided among them according to their respective rights therein.

That the defendants, Robert Drane, widower, and Regina M. Hoetzel and Andrew J. Hoetzel, her husband, are non-residents of the State of Maryland.

It is thereupon this 11th day of February, 1936, ordered by the Circuit Court for Queen Anne's County in equity that the complainants by causing a copy of this order to be published in some newspaper in Queen Anne's County, once in each of four successive weeks, on or before the 16th day of March, 1936, 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 3rd day of April, 1936, to show cause, if any they have, why a decree ought not to be passed as prayed.

WILLIAM H. CARTER, Clerk

True Copy-

Test:

WILLIAM H. CARTER, Clerk

Filed February 11th, 1936.

THE QUEEN ANNE'S RECORD  
CENTREVILLE \* MARYLAND

December 19-36

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order of Publication in the case of Bernard J. Drane, et al vs. Robert Drane, et al. a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 13th day of February, 1936, being more than four weeks before the 16th day of March 1936.

THE QUEEN ANNNE'S PUBLISHING CO., INC.

BY ROY H. WILSON

CERTIFICATE OF ADVERTISEMENT  
OF ORDER NISI  
Filed Dec. 19, 1936.

N I S I

BERNARD J. DRANE, et. al.  
vs.  
ROBERT DRANE, et. al.

In the Circuit Court for Queen Anne's County. IN Equity. Chancery No. 3062.

ORDERED, This 30th day of September, A. D., 1936, that the sale of the real estate made and reported in this cause by Maurice Glick Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd 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 2nd. day of November, next.

The Report states the amount of sales to be \$4,425.00.

WILLIAM H. CARTER, Clerk.

True Copy-  
Test:

WILLIAM H. CARTER, Clerk.

Filed September 30th, 1936.

THE QUEEN ANNE'S RECORD  
Centreville \* Maryland

December 19-36.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order Nisi in the case of Bernard Drane, et al. vs. Robert Drane et al a true copy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 1st. day of October 1936, being more than four weeks before the second day of November 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC.  
By Roy-H. Wilson

ORDER OF COURT  
Filed Dec. 19, 1936.

ORDER OF COURT.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 19th day of December, 1936, that the sale made and reported by Maurice Glick, Trustee as aforesaid, 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 passed in said Cause, and the Trustee is allowed the usual commissions and such proper expenses not personal as he shall produce vouchers for to the Auditor.

THOS. J. KEATING

Filed Dec. 19th, 1936

PETITION  
Filed Dec. 18, 1937.

BERNARD J. DRANE, et al.

VS.

ROBERT DRANE, et al.

\*  
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IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
In Equity

Chancery No. 3062.

\* \* \* \* \*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of S. Scott Beck respectfully shows unto Your Honor:

1. That by decree of this Honorable Court on the 29th day of July, 1936, he was authorized to act as attorney for Maurice Glick, Trustee, in these proceedings; and the following is an outline of the nature of the case, the proceedings involved, and the services rendered by your petitioner.
2. That one, Hannah M. Jarman died in Queen Anne's County, State of Maryland, leaving a Last Will duly executed and admitted to probate in the Orphans' Court of said County, and under said Will the said Hannah M. Jarman disposed of her personal assets but made no disposition of her fee simple real estate, which under the law descended to her heirs at law.
3. That the fee simple estate consisted of tracts or parcels of land located in the Seventh Election District of Queen Anne's County, containing forty-one acres, more or less. That an examination of the Land Records was required to determine the title of said property, it being thereupon discovered that four and one-half acres of said land had been previously conveyed away by said Hannah M. Jarman and husband to the Board of Education for Queen Anne's County.
4. That next step was to ascertain who were the heirs at law and much time and effort was used in said investigation, and it was finally ascertained that there were fourteen first cousins who were the proper and legal heirs at law. These relatives were ascertained only after a thorough study was made of the family history, said heirs residing in various parts of Maryland and New Jersey, the exact residences of which were obtained only after great difficulty in view of the fact that a number of the heirs had been out of touch with one another for many years.
5. A Bill of Complaint for partition by sale of said lands was filed on the 27th day of December, 1935, the parties involved being represented by Maurice Glick, an attorney in Baltimore, and your petitioner; and it was also found necessary in order to give good title upon the sale of said lands that one Paul W. Phillips, claimant to a mechanic's lien be made a party defendant to these proceedings, who appeared in these proceedings by filing an Answer asserting the validity of said mechanic's lien claim.
6. Several of the defendants and heirs at law were non-residents and a proper Order of Publication was prepared and duly advertised.
7. Arrangements were thereupon made for the taking of testimony before H. B. Mitchell, Examiner, and it was necessary to arrange for the appearance of numerous relatives and witnesses to prove the allegations in said bill covering the relationship of the parties and the necessity of making sale of the property mentioned in the proceedings.
8. The property mentioned in the proceedings was duly advertised and sold at public sale on or about September 26, 1936 to one Wilbur S. Brinsfield for \$425.00, and after ratification of said sale, a deed for said property was prepared and executed to said purchaser and the proceeds duly deposited to the account of said Trustee.
9. That said proceeds belonging to the estate were threatened by two very substantial claims; one for \$3521.09 claimed by John W. Bowers and the other for \$2153.04 claimed by Paul W. Phillips under an alleged mechanic's lien. Both of these claims were disputed. The claim of John W. Bowers was filed in the Orphans' Court of Queen Anne's County where the personal estate of the said Hannah M. Jarman, deceased, was being administered, but if said claim of said Bowers had prevailed, it would have attached the proceeds resulting from the sale of the fee simple property sold under these proceedings. Your petitioner served notice to said Bowers that his claim was disputed and would be contested, and preparations were made to prove the illegality of the Bowers claim of \$3521.09; whereupon said Bowers failed to take any further steps by way of suit on his claim as required by law; and said Bowers claim is forever barred by limitations.
10. In addition to disposing of the said Bowers claim of \$3521.09, the claim of Paul W. Phillips, under his alleged mechanic's lien, was examined into under the facts and the law involved under the Mechanic's-Lien Law of Maryland and as a result of the preparation of said facts and law and numerous conferences and discussions regarding same, it was successfully concluded by effecting a compromise on the basis of \$1084.77 thereby effecting a possible net saving to this estate of an equal amount of \$1084.77.

11. Close attention and thorough preparation and faithful services were rendered by your petitioner in these proceedings for a period of almost two years and it is respectfully requested that this Honorable Court allow your petitioner a fee in such an amount as will fairly and reasonably compensate him for his services.

And as in duty bound, etc.

S. SCOTT BECK  
Petitioner.

Maurice Glick  
Trustee

STATE OF MARYLAND  
KENT COUNTY, to wit:

I hereby certify that on this 14th day of December, 1937, before me, a Notary Public of the State and County aforesaid, personally appeared S. Scott Beck, who made oath in due form of law that the matters and facts set forth in the foregoing petition are true and correct to the best of his information, knowledge, and belief.

As witness my hand and Notarial Seal.

ALICE R. SMITH  
Notary Public.

Notary  
Public  
Seal.

We, the undersigned, members of the Bar of Maryland, having familiarized ourselves with the nature and quality of the services rendered by S. Scott Beck in these proceedings hereby certify that a fee of Five hundred dollars would be a fair and reasonable fee for the legal services performed.

R. HYNSON ROGERS

Filed December 18th, 1937.

PETITION  
Filed Dec. 18, 1937.

BERNARD J. DRANE, et al.

vs.

ROBERT DRANE, et al.

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY

\* \* \* \* \*

In Equity  
Chancery No. 3062.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Maurice Glick, Trustee, by S. Scott Beck, his solicitor, respectfully shows unto Your Honor:

1. That your petitioner was appointed Trustee by this Honorable Court on July 29, 1936, under bond of Five Thousand Dollars (\$5000.00) duly filed, with authority to sell the "Jarman Farm" mentioned in these proceedings, and to divide the proceeds among the heirs legally entitled thereto.

2. That among the defendants in these proceedings is one, Paul W. Phillips, who filed an alleged mechanic's lien on September 22, 1932 in the records of Queen Anne's County, the validity of which was disputed in the Bill of Complaint filed in these proceedings; and the said Paul W. Phillips having filed an Answer re-asserting the validity of his claim.

3. The said Paul W. Phillips asserted the validity of the mechanic's lien on the grounds that the materials mentioned in said lien were purchased by one, John W. Bowers, as an alleged agent and relative of Hannah M. Jarman, deceased, and that said materials were used in the construction and improvement of certain property on the farm of said Hannah M. Jarman; your petitioner, the Trustee, however, denied said agency and also contended that the lien was not filed within the time provided by the Mechanic's Lien Laws of Maryland, the particular issue involved being whether or not the materials furnished over a period of years constituted a con-



tract rather than separate and distinct orders of materials.

4. The total amount of the mechanic's lien claimed by said Paul W. Phillips, with interest to September 26, 1936, amounted to \$2153.04; but in view of the doubt and uncertainty of both sides on the questions of fact and law involved, it appeared fair and reasonable to compromise said claim; said compromise being on the basis of one-half of the amount claimed, or \$1084.77.

5. Your petitioner, the Trustee, under advice of counsel believes that in his best judgment said compromise is for the best interests of the estate, and requests this Honorable Court to approve said settlement; and that your Trustee be authorized and directed accordingly to pay to said Paul W. Phillips the amount of \$1084.77 in full satisfaction and release of said mechanic's lien claim.

And as in duty bound, etc.

MAURICE GLICK  
Trustee

S. SCOTT BECK  
Solicitor for Trustee

STATE OF MARYLAND  
CITY OF BALTIMORE, to wit:

I hereby certify that on this 9th day of December, 1937, before me, a Justice of the Peace of the State and City aforesaid, personally appeared Maurice Glick, Trustee, and he made oath in due form of law that the matters and facts set forth in the foregoing petition are true and correct to the best of his information, knowledge and belief.

As witness my hand.

ALEXANDER GOODMAN  
Justice of the Peace.

Filed December 18th, 1937.

ORDER OF COURT  
Filed Feb. 21, 1938.

Upon the foregoing Petition, Affidavit and Certificate of Counsel, it is this 19th day of February by the Circuit Court for Queen Anne's County, in Equity, ordered that Maurice Glick, Trustee, be and he is hereby authorized and directed to pay out of the proceeds of said estate to S. Scott Beck the sum of two hundred & fifty Dollars in payment of the legal services performed and rendered by S. Scott Beck, as solicitor for said Trustee in this estate.

THOS. J. KEATING  
J. OWEN KNOTTS

Filed Feb. 21st, 1938.

ORDER OF COURT  
Filed Feb. 21, 1938.

Upon the foregoing Petition and Affidavit, it is ordered this 7th day of February, 1938, by the Circuit Court for Queen Anne's County, in Equity, that Maurice Glick, Trustee, be and he is hereby authorized and directed to pay out of the proceeds of sale in this estate the sum of \$1084.77 to Paul W. Phillips, claimant of mechanic's lien filed September 22, 1932 among the Land Records of the Circuit Court for Queen Anne's County, in full satisfaction of said claim and upon receipt and release therefor.

THOS. J. KEATING  
J. OWEN KNOTTS

Filed Feb. 21st, 1938.

REPORT AND ACCOUNT OF  
THE AUDITOR  
Filed March 22, 1938.

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

Bernard J. Drane, et al.,

vs.

Robert Drane, et al.

Cause No. 3062

To the Honorable, the Judges of said Court:

The report of Madison Brown, your auditor, unto Your Honors respectfully sets forth:-

1- That it appears from an examination of the proceedings of this cause as follows:

- (1) That Hannah M. Jarman died on or about March 28, 1935 seized and possessed of the land sold in this cause.
- (2) That she died intestate as to this land.
- (3) That at the time of her death this land was subject to a mechanic's lien filed against her in her lifetime by one Paul W. Phillips.
- (4) That upon her death this land descended, subject to the amount due against her under said mechanic's lien, unto fourteen persons who were collaterally related to her as first cousins.
- (5) That these proceedings were had for the sale of the land for division of the proceeds of sale among these cousins clear of the mechanic's lien.
- (6) That this Court by its order passed in this cause February 17, 1938, filed herein February 21, 1938, authorized and empowered Maurice Glick, the trustee of this cause, to pay unto Paul W. Phillips out of the proceeds of the sale made by the trustee \$1,084.77 in settlement and release of said mechanic's lien.

2- It is clear that the heirs of Hannah M. Jarman are liable unto the State of Maryland for the collateral inheritance tax due on their inheritance based on the clear value of the land which passed from her to them and that this clear value will be the difference between the appraised value of the land as ascertained in the usual manner and the amount which the Court directed to be paid in settlement of the mechanic's lien.

3- The auditor ascertained from his examination of the records of the Orphans' Court of Queen Anne's County

- (1) That the land sold in this cause was appraised shortly after the death of Hannah M. Jarman by appraisers appointed by that Court at the sum of \$3,000.00 according to the inventory returned to said court; and
- (2) That no collateral inheritance tax has been paid on the land by the heirs up to the time of this audit.

4- The auditor concludes that said tax mentioned should be paid by the heirs mentioned out of the sales of this cause through the trustee hereof.

5- The auditor concludes that the order of this court which authorized the trustee to pay \$1,084.77 to the holder of the mechanic's lien in settlement thereof is in fact an order or decree which establishes the amount of said lien to be \$1,084.77 at the time of the death of Hannah M. Jarman and that the said tax should be paid on the difference between \$3,000.00 and the \$1,084.77, to wit: on the sum of \$1,915.23 as the clear value of the land passing to the heirs. The auditor has no knowledge of any other lien against the land.

6- The Register of Wills has agreed that the settlement of the above mentioned tax in the manner above set forth will be accepted by him and has filed and delivered to the auditor to be returned with this audit his notice addressed to the trustee to that effect.

7- In the within account the auditor has charged the trustee of the cause with the amount of the gross sale reported by him and then thereout has allowed as follows, to wit:

- (1) Unto the trustee, his commissions for making the sale, the court costs of the cause, state and county taxes paid by him on the land sold under terms of the sale, the costs of his bond, his auctioneer's fee, and the cost of advertising notices of the sale and other orders passed in the cause;
- (2) Unto the trustee to be paid by him to S. S. Beck the fee allowed the latter by the order of court passed in this cause;
- (3) Unto the trustee the sum of \$1,084.77 above mentioned to be paid by him to Paul W. Phillips;
- (4) Unto the trustee to be paid by him to the Register of Wills for the use of the State of Maryland \$143.64 which is the collateral inheritance tax of 7½% on \$1,915.23 above mentioned; and
- (5) The fee of the auditor.

The balance of the charge so made against the trustee remaining after the above allowances is the amount for distribution among the heirs of Hannah M. Jarman and by the within account is distributed unto them in equal parts.

Which is respectfully submitted.

MADISON BROWN  
Auditor.

Cause No. 3062.

The proceeds of the sale of the real estate of Bernard J. Drane and others sold in the proceedings of this cause in account with Maurice Glick, the trustee appointed by the decree passed in this cause to sell said real estate.

1936  
Sept.  
26

CR.

By amount of the gross sale made per report of sale filed by the trustee, . . . \$4,425.00

1936  
Sept.  
26

DR.

To Maurice Glick, trustee, for his commissions for making the sale per rule of court, the sum of . . . . . \$222.00

To do., for the court costs of this cause per bill of costs made by Clerk of Court as follows, to wit:  
Costs of W.H. Carter, clerk, . . . . \$75.75  
Appear. fee of Maurice Glick . . . . 10.00  
Appear. fee of S.S. Beck and  
Wm. R. Horney . . . . . 10.00  
Costs of T.H. Everett, sheriff . . . . 3.00  
Costs of H.B.W. Mitchell, examiner . . 12.00  
Cost of his clerk . . . . . 4.00  
Fees of witnesses before  
examiner . . . . . 2.25  
Cost of N.S. Dudley, Register of  
Wills . . . . . 2.00  
total . . . . . \$119.00 119.00

To do., for the state and county taxes on land sold for year 1936 paid by him per tax receipted statement exhibited, the sum of . . . . . 27.86

To do., for the cost of his bond for the first year thereof paid the corporate surety on the bond, per receipted account for same exhibited, the sum of . . . . . 20.00

To do., for the cost of his bond for the second year thereof paid the corporate surety thereon, per receipted account for same exhibited, the sum of . . . . . 20.00

To do., for the charges of J. E. Anthony, auctioneer for crying the sale made, per his receipt for same exhibited, the sum of . . . . . 25.00

Amounts carried forward . . . . . \$433.86 \$4,425.00

Cause No. 3062.

The proceeds of the sale of the real estate of Bernard J. Drane and others sold in the proceedings of this cause, in account with Maurice Glick, the trustee appointed by the decree passed in this cause to sell said real estate.

DR. CR.

By amounts brought forward . . . . . \$433.86 \$4,425.00

DR.

To Maurice Glick, trustee, for the amount paid Nellie B. Whiteley for making for trustee copy on answer filed, per receipted account for same exhibited, the sum of . . . . . 1.50

To do., for costs of advertising the order nisi to be passed as to this report, the sum of . . . . . 3.50

To do., for amount paid Queen Anne's Publishing Company for costs of advertising in its newspaper the order of publication passed in this case per receipted account for same exhibited, the sum of . . . . . 28.13

To do., for amount paid Queen Anne's Publishing Company for costs of advertising in its newspaper the notices of the sale made, per receipted account for same exhibited, the sum of . . . 15.75

To do., for amount paid Queen Anne's Publishing Company for costs of advertising in its newspaper order nisi passed as to the sale, the sum of . . . . . 5.00

To Maurice Glick, trustee, to be paid by him to S. Scott Beck, in payment of the legal services rendered by him to said trustee, per order of this court passed in this cause February 19, 1938, filed February 21, 1938, the sum of . . . . .250.00

To balance carried forward . . . . .3,687.26

\$4,425.00    \$4,425.00

Cause No. 3062.

CR.

By balance brought forward . . . . . \$3,687.26

DR.

To Maurice Glick, trustee, to be paid by him to Paul W. Phillips (claimant under mechanic's lien filed against Hannah Jarman), in full satisfaction of his said claim upon his receipt and release therefor, in accordance with the order of this court passed in this cause February 17, 1938, filed February 21, 1938, the sum of . . . . . \$1,084.77

To Maurice Glick, trustee, to be paid by him to the Register of Wills for Queen Anne's County for the use of the State of Maryland as the amount of the collateral inheritance tax due by the heirs at law (named below) of Hannah M. Jarman upon the clear value of the land which descended unto them from Hannah M. Jarman and which was sold in this cause subject to the amount to be paid Paul W. Phillips in settlement of above mentioned mechanic's lien, in accordance with the direction and notice of the Register of Wills addressed to said Maurice Glick in regard to said tax, filed in this cause, the sum of . . . . . 143.64

To Madison Brown, auditor, for stating this audit, the sum of . . . . . 30.00

\$1,258.41

To balance carried below . . . . . 2,428.85

\$3,687.26    \$3,687.26

March 19, 1938

MADISON BROWN  
Auditor.

Cause No. 3062.

CR.

By balance brought forward, to wit: . . . . . \$2,428.85

DR.

Distribution Among Heirs  
at law of Hannah Jarman

To each person named below  
is distributed 1/14 of said  
balance.

1. To Bernard J. Drane,	the sum of . . . . .	\$173.49
2. To Lawrence J. Drane,	the sum of . . . . .	173.49
3. To Elmer Drane,	the sum of . . . . .	173.49
4. To Margaret Chiveral,	the sum of . . . . .	173.49
5. To Joseph Drane,	the sum of . . . . .	173.49
6. To Mary Harris,	the sum of . . . . .	173.49
7. To Gertrude T. Frisino,	the sum of . . . . .	173.49
8. To John A. Drane,	the sum of . . . . .	173.49
9. To John Drane,	the sum of . . . . .	173.49
10. To Charles E. Cousins,	the sum of . . . . .	173.49
11. To Evelyn A. Wilson,	the sum of . . . . .	173.49
12. To Robert Dehuff,	the sum of . . . . .	173.49
13. To Robert Drane,	the sum of . . . . .	173.49
14. To Regina M. Hoetzel,	the sum of . . . . .	<u>173.48</u>
		\$2,428.85 \$2,428.85

March 19, 1938

MADISON BROWN  
Auditor.

Filed March 22nd, 1938.

THE REGISTER OF WILLS

for Queen Anne's County  
Centreville, Maryland

Henry H. Evans, Chief Judge  
J. S. Stack )  
Palmer C. Pippin) Associates

To Maurice Glick, Trustee in Cause of Drane vs. Drane #3062 in the Circuit Court for Queen Anne's County, Maryland.

In the Matter of the Collateral Inheritance Tax due by the heirs at law of Hannah M. Jarman, late of Queen Anne's County, State of Maryland, deceased, who died on or about March 28, 1935, intestate as to the land mentioned below upon said land.

This land was duly appraised by appraisers appointed by the Orphans' Court of Queen Anne's County and described in the inventory made by said appraisers and returned to said court by the administrator c. t. a. of the estate of Hannah M. Jarman, by the following description and at the following amount, to wit:

Farm adjoining the town of Crumpton, containing forty acres, more or less, known as the "Thomas G. Jarman Farm", appraised at the sum of . . . . . \$3,000.00

At the time of the death of the said Hannah M. Jarman, one, Paul W. Phillips had filed against said real estate in the Circuit Court for Queen Anne's County a mechanics lien amounting to \$2,153.04. The Circuit Court for Queen Anne's County, in equity, in a case in said court, #3062 Chancery, wherein Bernard J. Drane, et al., are Plaintiffs and Robert Drane, et al., are Defendants, one, Maurice Glick, Trustee appointed to sell said real estate by the decree of said cause was authorized by the order of said court to pay to Paul W. Phillips in full satisfaction of his claim the sum of . . . . . 1,084.77 so that the difference between the appraisement of said land and the amount so ordered to be paid in settlement of the mechanics lien which was filed against said Hannah M. Jarman as owner of said land, to wit: the sum of . . . . . 1,915.23

will be taken by the Register of Wills as the clear value of the real estate which descended from the said Hannah M. Jarman at the time of her death to her heirs at law for the purpose of ascertainment of the collateral inheritance tax due by the heirs at law upon their inheritance. 7½% of \$1,915.23 is the sum of \$143.64

Norman S. Dudley  
Register of Wills.

Filed March 22nd, 1938.

NISI RATIFICATION OF AUDIT

Bernard J. Drane, et. al.

VS

Robert Drane, Widower,  
et. al.

) IN THE CIRCUIT COURT  
)  
) FOR QUEEN ANNE'S COUNTY  
)  
) IN EQUITY  
)  
) CASE No. 3062.  
)

ORDERED, This 22nd day of March in the year nineteen hundred and 38 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 April, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of April, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed March 22nd, 1938.

CERTIFICATE OF PUBLICATION  
OF NISI RATIFICATION OF AUDIT  
Filed April 19, 1938.

NISI RATIFICATION OF AUDIT

BERNARD J. DRANE, et. al.

vs.

ROBERT DRANE, Widower, et al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3062.

ORDERED, This twenty-second day of March in the year nineteen hundred and thirty-eight 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 fifteenth day of April, 1938; provided a copy of this order be published once a week in each of two successive weeks before the eighth day of April, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

True Copy-  
Test:

WILLIAM H. CARTER, Clerk.  
Filed March 22nd, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. April 19 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Bernard J. Drane, et al vs. Robert Drane, Widower, et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 24th day of March, 1938, being more than two weeks before the 8th day of April 1938.

THE QUEEN ANNE'S-RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

CERTIFICATE AS TO PAYMENT  
OF COSTS  
Filed April 19, 1938.

CLERK'S CERTIFICATE

Bernard J. Drane, and wife,  
et. al.

vs.

Robert Drane, Widower,  
et. al.

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

Chy. No. 3062.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 22nd day of Mch 1938, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 19th day of Apr., 1938.

Seal's Place.

WM. H. CARTER Clerk.

ORDER OF COURT  
Filed Apr. 25, 1938.

FINAL RATIFICATION OF AUDIT

BERNARD J. DRANE, ET AL.,  
vs.  
ROBERT DRANE, ET AL.,

0  
0  
0  
0  
0

In the Circuit Court for  
Queen Anne's County  
in Equity.  
  
Cause No. 3062.

ORDERED, this 23rd day of April, 1938, 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 as directed by the previous Order of Ratification Nisi passed thereon in this cause; and the Trustee, Maurice Glick, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustee.

THOS. J. KEATING

Filed Apr. 25th, 1938.





CAUSE No. 3055.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eleventh day of October, in the year nineteen hundred and thirty five, the following Bill of Complaint was filed for record, to wit:-

MYRA G. TILLERY,  
WILSON B. TILLERY, JR., and  
VIRGINIA LEE TILLERY, his wife,  
RICHARD S. TILLERY, infant, by  
Myra G. Tillery, his mother  
by adoption and next friend,  
NANCIE G. MATHER and  
J. FRANK MATHER, JR., her husband,  
MARY B. REPLINGER and  
CHARLES F. REPLINGER, her husband, and  
GEORGE F. POLITZ,

Plaintiffs,

vs.

PAUL TILLERY,

Defendant.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. That Wilson B. Tillery (senior), late of Queen Anne's County, State of Maryland, deceased, departed this life, intestate, on or about the 18th day of May, 1934, seized and possessed of certain personal property hereinafter mentioned, and the following described real estate, to wit:

ALL that tract of land or farm, known as the "Jesse K. Goodhand Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on Chesapeake Bay and on the public road leading from Stevensville to Kent Point; adjoining the lands of (or formerly of) Dr. John R. Benton, J. Archie Legg and others, and containing 181.49 acres of land, more or less; being the same land which was granted and conveyed unto the said Wilson B. Tillery by The J. Walters Russell Realty Company, a body corporate, by deed bearing date the 4th day of December, 1923, and recorded in Liber J. F. R. No. 10, folios 156, etc., a land record book for Queen Anne's County aforesaid.

A certified copy of the above described deed, marked "Plaintiffs' Exhibit No. 1", is filed herewith as a part hereof.

2. That the said Wilson B. Tillery, (his wife, the said Myra G. Tillery, uniting therein), did, in his lifetime, grant and convey said tract of land or farm unto The Maryland-Virginia Joint Stock Land Bank of Baltimore, a body corporate, by a certain mortgage to secure the sum of Two Thousand Dollars (\$2,000.00), bearing date the 2nd day of January, 1926, and recorded in Liber B. H. T. No. 4, folios 523, etc., a land record book for Queen Anne's County aforesaid, which said mortgage was paid in full out of the proceeds of the sale of a part of the above described tract of land or farm to John P. W. Vest as will appear by reference to the audit filed in and finally ratified by this Court in the cause in this Court entitled "H. D. Kelley, etc. et al. vs. Paul Tillery, et al.", being Cause No. 3020 on the Chancery Docket of this Court.

3. That, as stated in paragraph 2 above, a part of the said tract of land or farm of which the said Wilson B. Tillery died seized and possessed, consisting of all of said tract of land or farm, except that part of said tract of land or farm not therein sold containing 16 1/2 acres of land, more or less, which said part not therein sold as aforesaid is the subject of this bill of complaint, was sold to the said John P. W. Vest as will appear by reference to the proceedings in said Chancery Cause No. 3020.

4. That the personal estate of the said Wilson B. Tillery, deceased, was administered upon by the said Myra G. Tillery, his widow, as administratrix, who has filed in the Orphans' Court of Queen Anne's County her First and Final Administration Account, which said account shows that there was not sufficient personal estate to pay the funeral expenses of the deceased in full, after the payment of the costs of administration, but said balance of said funeral expenses as well as all other debts due and owing by the said Wilson B. Tillery at the time of his death were paid in full out of the proceeds of the sale of that part of the above described tract of land or farm so as aforesaid sold to said John P. W. Vest as will appear by reference to the said audit so as aforesaid filed in and finally ratified by this Court in said Chancery Cause No. 3020.

5. That that part of the said tract of land or farm not sold in said Chancery Cause No. 3020, and hereinafter more particularly described, cannot be divided without loss or injury to the parties interested therein and owning the same as above set forth, and your Orators are advised that they are entitled to have that

part of said tract of land or farm remaining unsold as aforesaid sold under a decree of this Court and a division of the money arising from such sale had among the parties entitled thereto according to their respective rights and interests.

6. That one of your Orators, the said Myra G. Tillery, acting for and on behalf of herself and for and on behalf of the said Richard S. Tillery, the infant plaintiff, has joined with all of the other parties interested in and owing that part of said tract of land remaining unsold as aforesaid in a contract of sale to George F. Politz, one of your Orators, selling unto him that part of said tract of land or farm remaining unsold as aforesaid, subject to the approval and ratification of this Court, at and for the sum of Six Hundred and Sixty Six Dollars (\$666.00), the terms of said sale being fully set forth in the written contract thereof which was executed in triplicate, one of the originals thereof being filed herewith as a part hereof and marked "Plaintiffs' Exhibit No. 2".

7. That that part of said tract of land or farm so sold as aforesaid unto the said George F. Politz by said contract of sale is described therein as follows, to wit:

ALL that part of the tract of land or farm, known as the "Jesse K. Goodhand Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on Chesapeake Bay and on the public road leading from Stevensville to Kent Point, adjoining the Holbein property and others, and more particularly described by metes and bounds, courses and distances, to wit: BEGINNING for the same at the side of the said Stevensville-Kent Point public road, adjoining the Holbein property on the north and running and binding with same North  $67\frac{1}{2}$  degrees West, 2260 feet to the bay shore; thence with same South  $25\frac{1}{4}$  degrees West, 420 feet; thence south 72 degrees West, 1925 feet; thence North 78 degrees East, 453 feet to the aforementioned public road; and thence with same North 7 degrees East, 30 feet to the said point of beginning, containing  $16\frac{1}{4}$  acres of land, more or less.

8. That among the other provisions and terms of said contract of land, it is provided as follows:

"The Chancery proceeding to procure the ratification of this sale by the Circuit Court for Queen Anne's County in Equity shall be brought in the name of all of the parties of the first and second parts, (and such other persons, partnerships and/or corporations as may be proper parties plaintiff), except Paul Tillery, against the said Paul Tillery, (and such other persons, partnerships and/or corporations as may be proper parties defendant)".

"All costs and expenses incident to the said chancery proceeding, including the usual commissions allowed Trustees for selling real estate under a decree of the Circuit Court for Queen Anne's County in Equity, to be paid to William R. Horney and/or such other person and/or persons as the Court may appoint as Trustee to carry out this contract, shall be borne by the parties of the first part and shall be deducted from the proceeds of sale".

"And it is understood that the said William R. Horney shall receive the initial payment of Fifty Dollars (\$50.00) and deposit the same to his credit as Trustee in the case of "Tillery vs. Tillery" in The Centreville National Bank of Maryland, subject to the future order of the said Circuit Court for Queen Anne's County in Equity".

9. That your Orators are advised that because one of the parties to said contract of sale is an infant under the age of twenty one years, the said contract of sale cannot be fulfilled and the said George F. Politz vested with the legal title to said tract of land without the aid of this Honorable Court.

10. That your Orators aver that it will be to the interest and advantage of all the parties owning said tract of land and interested therein as above set forth and all the parties to the said contract of sale that the said contract of sale be ratified and confirmed by this Honorable Court for the reason that the purchase price named in said contract of sale is a fair market value of said tract of land and is as much as, if not more than, said tract of land would bring at public sale, and for other reasons to be made known at the hearing.

11. That the cash payment of Fifty Dollars (\$50.00) mentioned in said contract of sale has been paid into the hands of William R. Horney as trustee, to hold the same subject to the future order of this Honorable Court.

12. That the said Myra G. Tillery is an adult and is at present residing in Baltimore City, State of Maryland.

13. That the said Wilson B. Tillery, Jr., and Virginia Lee Tillery, his wife, are adults and reside in Queen Anne's County aforesaid.

14. That the said Richard S. Tillery, is an infant, under the age of twenty one years, and is at present a non-resident of the State of Maryland, residing with his sister, Mary B. Replinger, in Monmouth County, State of New Jersey.

15. That the said Nancie G. Mather and J. Frank Mather,

Jr., her husband, are adults and reside in Baltimore City aforesaid.

16. That the said Mary B. Replinger and Charles F. Replinger, her husband, are adults and non-residents of the State of Maryland, residing in Monmouth County, State of New Jersey.

17. That the said George F. Politz is an adult and resides in Baltimore City aforesaid.

18. That the said Paul Tillery is an adult and is at present residing in Baltimore City aforesaid.

TO THE END THEREFORE:

(1) That said tract of land be sold under a decree of this Court for the purpose of a partition of the proceeds of sale among the parties entitled thereto.

(2) That a division of the proceeds of said sale may be had among the parties owning said tract of land according to their respective interests and rights therein under the direction of this Court.

(3) That the said contract of sale hereinbefore set forth may be confirmed and ratified by this Honorable Court.

(4) That a Trustee may be appointed by this Honorable Court to convey said tract of land or farm unto the said George F. Politz, Vendee, his heirs and assigns, after the payment in full of said purchase price, by a good and sufficient deed conveying the fee simple title of, in and to said tract of land free, clear and discharged of the rights of all the parties to this bill of complaint and to said contract of sale.

(5) That the said Trustee may be vested with the power and authority to collect and receive said purchase money and bring the same into this Honorable Court for distribution under its order and direction.

(6) 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 Paul Tillery, who resides in Baltimore City, State of Maryland, commanding him to be and 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 bound, etc.,

HARPER & HORNEY  
Solicitors for Plaintiff.

Filed Oct. 11th, 1935.

PLAINTIFF'S EXHIBIT No. 1  
Filed Oct. 11, 1935.

#9755.

QUEEN ANNE'S COUNTY, TO WIT:  
Be it remembered that on the eighth day of January, in the year nineteen hundred and twenty three, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 4th. day of December, in the year nineteen hundred and twenty two, by The J. Waters Russell Realty Company, a body corporate duly incorporated under the laws of the State of Maryland, party of the first part, and W. B. Tillery of Baltimore City, party of the second part.

WITNESSETH that for and in consideration of the sum of forty seven hundred dollars (\$4,700.00) the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, his heirs and assigns in fee simple, all that lot or tract of land situate, lying and being in the Fourth Election district of Queen Anne's County, Maryland, known as the Jesse K. Goodhand Farm, adjoining the lands of Dr. John R. Benton, J. Archie Legg, other lands of this grantee and the lands of others, and is more particularly described by metes and bounds, courses and distances in a survey made by G. B. Taylor on the 6th. and 31st. day of October, 1922, and described in said survey as follows, to wit: Beginning for the same in the middle line of the public road leading from Stevensville to Kent Point, opposite a stake where a stone is to be set on the west side of said road, the said beginning being the east end of a division line hereby established between the land herein described and 30 acres of said farm laid off and reserved by the said body corporate, and running thence with the said division line by magnetic bearings north 70 degrees and three minutes west 2300 feet to average high water on the shore of Chesapeake Bay, thence meandering with the same six courses, to wit: south 26 degrees fifteen minutes west 1000 feet south 28 degrees west 1200 feet; south 26 degrees and thirty minutes west 600 feet; south 32 degrees and 45 minutes west 400 feet, south 29 degrees and 15 minutes west 300 feet; south 16 degrees and 30 minutes west 410 feet; then leaving the said bay shore and running south

89 degrees east 1410 feet to a marked post in a wire division fence; then following said fence north 86 degrees and 50 minutes east 200 feet; thence south 85 degrees and twenty five minutes east 300 feet; thence south 76 degrees and 50 minutes east 170 feet to a stake; thence north 6 degrees and 45 minutes east 207 feet to a corner post; thence south 77 degrees and 36 minutes east 484 feet to a stake; thence north 24 degrees and 45 minutes east 234 feet to a stake; thence north 69 degrees and 10 minutes west 138 feet; thence north 19 degrees degrees and 10 minutes east 877 feet to a corner post, thence south 61 degrees and 25 minutes east 307 feet; thence north 28 degrees east 1220 feet; thence south 89 degrees east 177 feet to the middle line of the first named public road; thence running therewith north 5 degrees east 653 feet to the place of beginning and containing 181.49 acres of land, more or less, being the same land with the exception of thirty acres reserved therefrom that was granted and conveyed to The J. Waters Russell Realty Company by deed from James T. Bright et al, bearing date of January the seventh 1920, and recorded in Liber J. F. R. No. 4, folios 12 etc. a land record book for Queen Anne's County.

Together with all buildings and improvements thereon erected, made or being and all rights, alleys, ways, waters, privileges and advantages thereto attached or in any wise appertaining to the same. And the said The J. Waters Russell Realty Company does hereby warrant specially the land hereby granted and conveyed and covenants to execute such other and further assurances of title to said land as may be or may become requisite and necessary. And the said party of the first part, The J. Waters Russell Realty Company, does hereby constitute and appoint J. Waters Russell of Baltimore City, to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this deed to the intent that the same may be duly acknowledged and recorded.

In testimony whereof the said party of the first part, the said The J. Waters Russell Realty Company, has caused its name to be hereunto signed and its corporate seal to be hereto attached by J. Waters Russell, its president.

The J. Waters Russell Realty Company.

By J. Waters Russell,  
President.

Test: (Ernest Volkart.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 4th. day of December, in the year nineteen hundred and twenty two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared J. Waters Russell, the person named in the letter of Power of Attorney contained in the foregoing deed and did in pursuance of the authority and power therein granted and conferred upon him did acknowledge the foregoing deed to be the act and deed of the said body corporate, The J. Waters Russell Realty Company.

Witness my hand and Notarial seal.

Ernest Volkart  
Notary Public.

Notary  
Public  
Seal.

Two Two dollar and  
One One dollar Int. Rev.  
Stamp. endorsed:  
JWR 12/4/22.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 10, folios 156, etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this Twenty First day of January, in the year nineteen hundred and thirty five.

Seal's  
Place.

WILLIAM H. CARTER Clerk.

PLAINTIFF'S EXHIBIT No. 2  
Filed Oct. 11, 1935.

THIS CONTRACT, made this 11th day of September, in the year nineteen hundred and thirty four, by and between Myra G. Tillery (widow), Wilson B. Tillery, Jr., and Virginia Lee Tillery, his wife, Paul Tillery, Richard S.

Tillery, infant, by Myra G. Tillery, his mother by adoption and next friend, all of Queen Anne's County, State of Maryland, and Nancie G. Mather and J. Frank Mather, Jr., her husband, of Baltimore City, State of Maryland, and Mary B. Replinger and Charles F. Replinger, her husband, of New York City, State of New York, parties of the first part, and George F. Politz, of Baltimore City aforesaid, party of the second part;

WHEREAS, Wilson B. Tillery (Senior) departed this life sometime in the earlier part of the year 1934, intestate, and seized and possessed of the following described real estate, to wit:

ALL that tract of land or farm, known as the "Jesse K. Goodhand Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on Chesapeake Bay and on the public road leading from Stevensville to Kent Point, adjoining the lands of (or formerly of) Dr. John R. Benton, J. Archie Legg and others, and containing 181.49 acres of land, more or less; being the same land which was granted and conveyed unto the said Wilson B. Tillery by The J. Walters Russell Realty Company, a body corporate, by deed bearing date the 4th day of December, 1923, and recorded in Liber J. F. R. No. 10, folios 156, etc., a land record book for Queen Anne's County aforesaid;

AND WHEREAS, the said Wilson B. Tillery (his wife, the said Myra G. Tillery, uniting therein), did, in his lifetime, grant and convey said tract of land or farm unto The Maryland-Virginia Joint Stock Land Bank of Baltimore, a body corporate, by a certain mortgage to secure the sum of Two Thousand Dollars (\$2,000.00), bearing date the 2nd day of January, 1926, and recorded in Liber B. H. T. No. 4, folios 523, etc., a land record book for Queen Anne's County aforesaid;

AND WHEREAS, the said Wilson B. Tillery so dying as aforesaid left surviving him, as his only heirs at law, a widow, the said Myra G. Tillery, and the following children, that is to say: Wilson B. Tillery, Jr., a son, Paul Tillery, a son, Nancie G. Mather, a daughter, Mary B. Replinger, a daughter, and Richard S. Tillery, a son by adoption.

AND WHEREAS, the parties of the first part have agreed to sell unto the said party of the second part, George F. Politz, at and for the sum of Six hundred and Sixty Six dollars (\$666.00), upon the terms and conditions hereinafter set forth, all that part of said tract of land or farm described, according to a certificate of survey thereof made by William T. Henry, Surveyor, on the 10th day of September, 1934, as follows, to wit:

ALL that part of the tract of land or farm, known as the "Jesse K. Goodhand Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on Chesapeake Bay and on the public road leading from Stevensville to Kent Point, adjoining the Holbein property and others, and more particularly described by metes and bounds, courses and distances, to wit: BEGINNING for the same at the side of the said Stevensville-Kent Point public road, adjoining the Holbein property on the north and running and binding with same North  $67\frac{1}{2}$  degrees West, 2260 feet to the bay shore; thence with same South  $25\frac{1}{4}$  degrees West, 420 feet; thence South 72 degrees East, 1925 feet; thence North  $78$  degrees East, 453 feet to the aforementioned public road; and thence with same North 7 degrees East, 30 feet to the said point of beginning, containing  $16\frac{1}{4}$  acres of land, more or less.

NOW, THEREFORE, in consideration of the said sum of Six Hundred and Sixty Six Dollars (\$666.00), to be paid as hereinafter set forth, the said parties of the first part do hereby agree to sell, free and clear of said mortgage and of any and all claims and/or debts against the said Wilson B. Tillery, deceased, and/or his estate, unto the said party of the second part, and the said party of the second part does hereby agree to purchase, free and clear of said mortgage and of any and all claims and/or debts against the said Wilson B. Tillery, deceased, and/or his estate, from the said parties of the first part all that part of said tract of land or farm last above described of which the said Wilson B. Tillery died seized and possessed.

The aforesaid sum of Six Hundred and Sixty Six Dollars (\$666.00), is to be paid as follows: Fifty Dollars (\$50.00) thereof to be paid in cash upon the execution and delivery of this contract and the balance thereof, to wit: the sum of Six Hundred and Sixteen Dollars (\$616.00) is to be paid in cash upon the final ratification of the sale under this contract by the Circuit Court for Queen Anne's County in Equity. Possession of said real estate to be given to said purchaser upon such final ratification of sale and the payment of said balance of said purchase price, but the said purchaser, in the meantime, shall have the privilege of entering said premises for the purpose of sowing such fall crops as he may desire to sow, for the purpose of keeping the dwelling on said premises in a state of occupancy and for the purpose of making such repairs and/or improvements as he shall see fit to make.

The vendors are to pay all taxes (including taxes for the year 1934) now due and/or in arrears on the aforesaid real estate and all premiums on fire insurance covering the buildings on said real estate are to be adjusted as of the date of the signing of this contract.

The chancery proceeding to procure the ratification of this sale by the Circuit Court for Queen Anne's County in Equity shall be brought in the name of all of the parties of the first and second parts, (and such other persons, partnerships and/or corporations as may be proper parties plaintiff), except Paul Tillery, against the said Paul Tillery, (and such other persons, partnerships and/or corporations as may be proper parties defendant).

All costs and expenses incident to the said chancery proceedings, including the usual commissions allowed Trustees for selling real estate under a decree of the Circuit Court for Queen Anne's County in Equity, to be paid to William R. Horney and/or such other person and/or persons as the Court may appoint as Trustee to carry out this contract, shall be borne by the parties of the first part and shall be deducted from the proceeds of sale.

And it is understood that the said William R. Horney shall receive the initial payment of Fifty Dollars (\$50.00) and deposit the same to his credit as Trustee in the case of "Tillery vs. Tillery" in The Centreville National Bank of Maryland, subject to the future order of the said Circuit Court for Queen Anne's County in Equity.

WITNESS the hands and seals of the parties hereto, executed in triplicate, this 11th day of September, 1934:

TEST: (as to Myra G. Tillery, Wilson B. Tillery, Jr., and Virginia Lee Tillery).	MYRA G. TILLERY (SEAL)
	WILSON B. TILLERY JR. (SEAL)
	VIRGINIA LEE TILLERY (SEAL)
HILDA T. SEWARD	PAUL TILLERY (SEAL)
TEST: (as to Paul Tillery, Myra G. Tillery, mother by adoption and next friend to Richard S. Tillery, Nancie G. Mather, J. Frank Mather, Jr., Mary B. Replinger and Charles F. Replinger).	RICHARD S. TILLERY, (SEAL) by MYRA G. TILLERY (SEAL) His mother by adoption and next friend. NANCIE G. MATHER (SEAL)
	J. FRANK MATHER JR. (SEAL)
HILDA T. SEWARD	MARY B. REPLINGER (SEAL)
	C. P. REPLINGER (SEAL) Vendors.
TEST: (as to George F. Politz).	
Kathryn Gunther	GEORGE F. POLITZ (SEAL) Vendee.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER  
To lie in Office.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

To Seal's  
Place Paul Tillery

BALTIMORE CITY, 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 November next, to answer the complaint of Myra G. Tillery, et. al. against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the first Monday of October 1935.  
Issued the 11th day of October, 1935.

WILLIAM H. CARTER Clerk

Harper and Horney, Attys.  
Solicitor for Complainant

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of November next, being the Return Day.

WILLIAM H. CARTER Clerk

AUTHORITY OF MRYA G. TILLERY  
TO USE HER NAME AS NEXT FRIEND  
TO RICHARD S. TILLERY, INFANT  
PLAINTIFF  
Filed Oct. 11, 1935.

MYRA G. TILLERY, ET AL.,  
vs.  
PAUL TILLERY, ET AL.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, the undersigned, Myra G. Tillery, do hereby authorize Harper and Horney, Attorneys at Law, Centreville, Maryland, to use my name as next friend of Richard S. Tillery, infant, plaintiff in the above entitled cause about to be instituted in this Court.

Respectfully,

MYRA G. TILLERY

ANSWER OF PAUL TILLERY  
Filed October 15, 1935.

MYRA G. TILLERY, et al.,  
vs.  
PAUL TILLERY.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Paul Tillery, the Defendant in the above entitled cause, to the Bill of Complaint filed herein against him, respectfully says:

That he admits the matters and things alleged in the Bill of Complaint and consents to the passage of such decree as may be right and proper in the premises without necessity of taking any testimony so far as he is concerned.

And as in duty bound, etc.,

PAUL G. TILLERY  
Defendant.

ASSIGNMENT OF CONTRACT  
Filed October 30, 1938.

FOR VALUE RECEIVED, to wit: the sum of Three Hundred and Seventy Five Dollars (\$375.00), the receipt of which is hereby acknowledged, we, Myra G. Tillery, Paul Tillery, Nancie G. Mather and Mary B. Replinger do hereby transfer, assign and set over unto Wilson B. Tillery, Jr., all our right, title, interest and estate of, in and to the proceeds of the sale of the real estate mentioned and described in the within and foregoing contract of sale, and we do hereby authorize, empower and direct William R. Horney, as the Trustee mentioned therein, or any other person or persons appointed by the Circuit Court for Queen Anne's County in Equity as Trustee or Trustees to carry out the terms of said contract of sale, to pay our respective shares of said proceeds of said sale, whether allotted and awarded to us, or to the said Wilson B. Tillery, Jr., as assignee, in the audit to be stated in the cause now pending in said Court for the confirmation and ratification of said Contract of sale, into the hands of the said Wilson B. Tillery, Jr., and, in the event our said shares of said proceeds of sale, should, by said audit, be distributed to us instead of to the said Wilson B. Tillery, Jr., we do hereby agree to execute and deliver unto said Trustee and/or Trustees our respective releases duly executred agreeably to law to the end that he or they may be protected for having paid our respective shares of said proceeds of sale to the said Wilson B. Tillery, Jr.

WITNESS, our hands and seals, this 15th day of October, 1935:

TEST: (as to Myra G. Tillery, Paul Tillery  
and Nancie G. Mather).

MRS. M. G. TILLERY (SEAL)  
PAUL G. TILLERY (SEAL)

Mrs. U. S. Fidler  
TEST: (as to Mary B. Replinger).  
Laura Bell

NANCIE G. MATHER (SEAL)  
MARY B. REPLINGER (SEAL)

Filed October 30th, 1935.

REPLICATION  
Filed March 16, 1936.

MYRA G. TILLERY, ET AL.,  
vs.  
PAUL TILLERY.

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

Cause No. 3055.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs join issue on the matters and things alleged in the answer of Paul Tillery, Defendant, in so far as the same may be taken to deny or avoid the allegations of the Bill of Complaint.

And as in duty bound, etc.,

HARPER & HORNEY  
Solicitors for Plaintiffs.

NOTICE TO EXAMINER OF  
DESIRE TO TAKE TESTIMONY  
Filed March 16, 1936.

MYRA G. TILLERY, ET AL.,  
vs.  
PAUL TILLERY.

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

Cause No. 3055.

TO H. B. W. MITCHELL, EXAMINER FOR SAID COURT:

You are hereby notified that the Plaintiffs of this cause desire to take testimony in support of the allegations contained in the Bill of Complaint filed therein, and that a time be set by your for the same.

HARPER & HORNEY  
Solicitors for Plaintiffs.

DEPOSITIONS  
Filed March 17, 1936.

MYRA G. TILLERY, ET AL.,  
vs.  
PAUL TILLERY.

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

Cause No. 3055.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitors for the Plaintiffs having notified the subscriber, one of the regular examiners for this Honorable Court, of the desire to take testimony in this case, your examiner did attend, on the 16th day of March, 1936, in the law offices of Harper and Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 10:30 o'clock, A. M., and proceeded to take the following testimony, there being present William R. Horney, of the law firm of Harper and Horney, solicitors for the Plaintiffs, and Myra G. Tillery, and Wilson B. Tillery, Jr., and Virginia Lee Tillery, his wife, three of the Plaintiffs:

Myra G. Tillery, the first witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Horney:

Q. 1. State your name, age, residence and occupation.  
A. Myra G. Tillery, 61, Baltimore, Maryland. I have no occupation.

Q. 2. Are you one of the Plaintiffs in this case?  
A. Yes.



- Q. 3. What relation did you bear to Wilson B. Tillery?  
A. I was his wife.
- Q. 4. Give the date of Wilson B. Tillery's death.  
A. May 18th, 1934.
- Q. 5. Did you know the farm known as the "Jesse K. Goodhand Farm" which was owned by your husband at the time of his death?  
A. Yes, I lived there.
- Q. 6. Mrs. Tillery I hand you a paper marked "Plaintiff's Exhibit No. 1". Please look at it and state what it is.  
A. It is a certified copy of the deed from The J. Waters Russell Realty Company, a body corporate, to my husband, for the "Jesse K. Goodhand Farm".
- Q. 7. Was there ever a mortgage on the farm in question?  
A. Yes there was a mortgage for \$2,000.00 from my husband and myself to The Maryland-Virginia Joint Stock Land Bank of Baltimore, a body corporate.
- Q. 8. Has said mortgage ever been paid?  
A. Yes it was paid in full out of the proceeds of the sale of that part of the "Jesse K. Goodhand Farm" sold to John P. W. Vest in the case in this Court entitled "H. D. Kelley, etc. et al. vs. Paul Tillery, et al.", being Cause No. 3020. It has since been released.
- Q. 9. From your answer to the above question, I gather that a part of said farm has been sold. Is this correct?  
A. Yes, all of the farm, except 16 $\frac{1}{4}$  acres, was sold to John P. W. Vest in the proceeding which I mentioned.
- Q. 10. Was the personal estate of your husband administered upon?  
A. Yes, I administered and have finally completed my administration and have filed my first and final account.
- Q. 11. Have all of the debts and funeral expenses of your husband been paid in full?  
A. Yes. There was not sufficient personal estate to pay them in full, but the balance of the funeral expenses as well as all other debts due by my husband were paid in full out of the proceeds of the sale of that part of the farm sold to Mr. Vest.
- Q. 12. Whom did Wilson B. Tillery leave surviving him as his only heirs at law?  
A. Myself and the following named children: Wilson B. Tillery, Jr., Richard S. Tillery (a son by adoption), Nancie G. Mather, Mary B. Replinger and Paul Tillery.
- Q. 13. You state that Richard S. Tillery is a son by adoption. Was he legally adopted by Wilson B. Tillery?  
A. Yes he was. By Mr. Tillery and myself.
- Q. 14. Are any of the parties to this suit infants?  
A. Yes, Richard S. Tillery. He is under 21 years of age.
- Q. 15. In your opinion can that part of the "Jesse K. Goodhand Farm" remaining unsold and containing 16 $\frac{1}{4}$  acres be divided without loss or injury to the parties interested in it?  
A. No it could not possibly be.
- Q. 16. Are you familiar with the contract of sale into which you have entered with the parties named in said contract namely, Wilson B. Tillery, Jr., and Virginia Lee Tillery, his wife, Paul Tillery, Richard S. Tillery, Nancie G. Mather and J. Frank Mather, her husband, and Mary B. Replinger and Charles F. Replinger, her husband, sellin the said 16 $\frac{1}{4}$  acres to George F. Politz?  
A. Yes.
- Q. 17. Do you know all of the parties just mentioned? Are they still living?  
A. Yes, I know all of them. They are all living.
- Q. 18. In your opinion will it be to the interest and advantage of all of the parties owning this real estate or those having any interest in it to carry out this contract? If so, give your reason.  
A. Yes. I consider the price under all the circumstances a fair one and since it cannot possibly be divided otherwise, I am convinced it should be sold.
- Q. 19. Mrs. Tillery I hand you a paper, marked "Plaintiff's Exhibit No. 2", which is a copy of the contract of sale to Mr. Politz just referred to. Will you please identify it?  
A. This is the original copy of the contract of sale executed by myself and the other parties just mentioned selling the said 16 $\frac{1}{4}$  acres to Mr. Politz.
- Q. 20. Can you give the residences of the various parties to this suit?  
A. I reside in Baltimore City, State of Maryland, as does also Nancie G. Mather and J. Frank Mather, Jr., her husband, and Paul Tillery. Wilson B. Tillery, Jr., and Virginia Lee Tillery, his wife, reside in Queen Anne's County, State of Maryland. Mary B. Replinger and Charles F. Replinger, her husband, and Richard S. Tillery reside in Asbury Park, State of New Jersey, at the present time. And George F. Politz resides in Baltimore City also.

NOTE: All of the exhibits heretofore mentioned have been filed with the examiner and have been marked "Examiner's Exhibits Nos. 1 and 2" respectively.

EXAMINER'S SPECIAL:

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 any 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 in your answer?

No, except I would like to add that the contract price of \$666.00 for the 16 $\frac{1}{4}$  acres was based on the price per acre obtained for that part of the farm sold to Mr. Vest. Both sales were made on the same day.

MYRA G. TILLERY

At this point the Plaintiffs requested a postponement of the taking of testimony to a further date so as to enable them to secure additional testimony. Your examiner granted this request.

The solicitors for the Plaintiffs having notified your examiner of their desire to resume the taking of testimony in this cause (in accordance with the postponement for that purpose on March 16th, 1936), did attend, on the 17th day of March, 1936, in the said law offices of Harper and Horney, at the hour of 9:30 o'clock, A. M., and proceeded to take the following additional testimony, there being present William R. Horney, one of the solicitors for the Plaintiffs.

Elmer Golt, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Horney:

- Q. 1. State your name, age, residence and occupation.  
 A. Elmer Golt, 66 years old, Chester, Maryland. I am a farmer and a director of The Centreville National Bank of Maryland.
- Q. 2. Do you know the parties to this suit?  
 A. No I can't say that I really know any of them. I have seen some of them, of course, but I do not know one from the other.
- Q. 3. Did you know the late Wilson B. Tillery in his lifetime?  
 A. Only by reputation. I knew that he lived on Kent Island and that he is now dead.
- Q. 4. Mr. Golt this is a suit between Myra G. Tillery, et al., and Paul Tillery, the heirs-at-law of Wilson B. Tillery to procure a sale of that part of the farm, of which Wilson B. Tillery died seized and possessed, known as the "Jesse K. Goodhand Farm", containing 16 $\frac{1}{4}$  acres, and on which the small summer cottage is located, to George F. Politz. Are you familiar with this farm? And do you consider yourself competent to judge value of lands on Kent Island.  
 A. Yes I have been on it a number of times. I consider I am competent to judge of the value of farm lands on Kent Island. I have lived there for about 45 years, and own farms there myself.
- Q. 5. What, in your opinion, is the present value of the 16 $\frac{1}{4}$  acres in question? You will recall that the remainder of the farm was sold last year to Mr. John P. W. Vest.  
 A. I would say about \$650.00. The cottage is small and worth little. And the land is very poor.
- Q. 6. Mr. Golt this 16 $\frac{1}{4}$  acres belongs to the widow of Wilson B. Tillery and his five children. In your opinion could this land be divided among those entitled thereto without loss or injury to the parties interested in it?  
 A. I do not see how that could be done. Particularly if you take into consideration how the land lies.
- Q. 7. The parties owning this land have entered into a contract of sale to sell the said 16 $\frac{1}{4}$  acres on which the small summer cottage is located for the sum of \$666.00. Do you think it would be to the interest and advantage of all the parties to carry out the contract of sale.  
 A. I do because I not only consider the contract price reasonable but it would seem to me to be much better if the land was sold and the money divided.

EXAMINER'S SPECIAL:

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 any 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 in your answer?

I really do not.

ELMER GOLT.

J. Sudler Cockey, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Horney:

- Q. 1. State your name, age, residence and occupation?  
 A. J. Sudler Cockey, 69, Stevensville, Maryland. I am a retired farmer and am at present one of the County Commissioners of Queen Anne's County.
- Q. 2. Do you know the parties to this suit?  
 A. Yes, I know all of them, except Mr. Politz, although I only know some of them slightly, but I have heard of all of them.
- Q. 3. Did you know the late Wilson B. Tillery in his lifetime?  
 A. Yes, I did.
- Q. 4. Mr. Cockey this is a suit between Myra G. Tillery, et al., and Paul Tillery, the heirs-at-law of Wilson B. Tillery to procure a sale of that part of the farm, of which Wilson B. Tillery died seized and possessed, known as the "Jesse K. Goodhand Farm", containing  $16\frac{1}{4}$  acres, and on which the small summer cottage is located, to George F. Politz. Are you familiar with this farm. And do you consider yourself competent to judge value of lands on Kent Island.  
 A. I know the farm. Owning a farm near there I consider I am competent to judge the value of farm lands on Kent Island.
- Q. 5. What, in your opinion, is the present value of the  $16\frac{1}{4}$  acres on which the small summer cottage is located.  
 A. I would say that it was not worth more than \$650.00. The small summer cottage is very small, besides the land is very, very poor.
- Q. 6. Mr. Cockey this  $16\frac{1}{4}$  acres belongs to the widow of Wilson B. Tillery and his five children, one of whom is an infant. In your opinion could this land be divided among those entitled thereto without loss or injury to the parties interested in it?  
 A. I do not think so, no sir. I do not see how it would be possible.
- Q. 7. The parties owning this land have entered into a contract of sale to sell the said  $16\frac{1}{4}$  acres on which the small summer cottage is located for the sum of \$666.00. Do you think it would be to the interest and advantage of all the parties to carry out the contract of sale.  
 A. I do because I consider the price fair. Besides it would be better to sell and divide the money among those entitled thereto than to permit it to remain as it is.

EXAMINER'S SPECIAL:

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 any 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 in your answer?

I do not.

J. SUDLER COCKEY

There being no further witnesses to be examined and the solicitors for the Plaintiffs desiring no further time for the production of testimony your examiner respectfully makes his return, and certifies that he was engaged with such examination two days and examined three witnesses, making costs chargeable as follows, to wit:

H. B. W. Mitchell, Examiner,-----\$ 8.00

Witness Fees:

Myra G. Tillery,-----\$	.75	
Elmer Golt,-----	.75	
J. Sudler Cockey,-----	.75	2.25

TOTAL,-----\$ 10.25

H. B. W. MITCHELL  
 Examiner.

For Examiner's Exhibit No. 1 and Examiner's Exhibit No. 2, see Plaintiff's Exhibit No. 1 and Plaintiff's Exhibit No. 2 recorded immediately following the Bill of Complaint.

POWER OF ATTORNEY TO ENTER SUIT  
Filed April 10, 1936, as of  
Oct. 11th, 1936.

MYRA G. TILLERY, ET AL.,

vs.

PAUL TILLERY.

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

Cause No. 3055.

KNOW ALL MEN BY THESE PRESENTS, that we, Mary B. Replinger and Charles F. Replinger, her husband, non-residents, of the State of Maryland, residing in Monmouth County, State of New Jersey, do hereby constitute and appoint J. Frank Harper and William R. Horney, of Queen Anne's County, State of Maryland, co-partners trading as Harper and Horney, or either of them, to be our true and lawful attorneys, for us and in our names to institute and prosecute to a final conclusion the above entitled suit about to be filed in the above entitled Court.

As witness our hands and seals, this 7th day of October, 1935:

TEST:

LAURA BELL

MARY BATTLE REPLINGER (SEAL)

CHARLES FRANCIS REPLINGER (SEAL)

STATE OF NEW JERSEY

MONMOUTH COUNTY,

)  
) TO WIT:

I HEREBY CERTIFY that on this 8th day of April, 1936, before me, the subscriber, a Notary Public of the State of New Jersey in and for Monmouth County aforesaid, duly commissioned and qualified according to law, personally appeared Mary B. Replinger and Charles F. Replinger, her husband, and each acknowledged the foregoing POWER OF ATTORNEY to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

F. BURNEY  
Notary Public.

NOTARY PUBLIC of NEW JERSEY

MY COMMISSION EXPIRES AUG. 1st, 1937.

Notary  
Public  
Seal.

DECREE

Filed April 10th, 1936.

MYRA G. TILLERY, et al.,  
Plaintiffs,

vs.

PAUL TILLERY,  
Defendant.

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

Cause No. 3055.

DECREE

The above cause standing ready for hearing and being submitted without argument, the bill of complaint, exhibits and other proceedings were, by the Court, read and considered.

IT IS THEREUPON, this 31st day of March, in the year nineteen hundred and thirty six, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED as follows:

That that part of the real estate of Wilson B. Tillery, deceased, remaining unsold and mentioned and described in the proceedings in this cause, be sold for the purpose of partition of the proceeds of sale among the parties entitled thereto, it appearing to be to the interest and advantage of the

infant plaintiff as well as all other parties interested in or owning the same.

That that part of the real estate mentioned and described in these proceedings as having been sold under the contract of sale (Exhibit No. 2), filed in this cause, be sold to one of the plaintiffs, George F. Politz, at and for the sum of Six Hundred and Sixty Six Dollars (\$666.00), upon the terms set forth in said contract of sale, subject to the final ratification of said sale by this Court.

That William R. Horney be and he is hereby appointed trustee to make sale; and that before he shall proceed to act as such trustee he shall file with the Clerk of this Court a bond in the penalty of One Thousand Dollars (\$1,000.00), if corporate surety be given, and in double that amount, if personal surety be given, with the surety and/or sureties to be approved by said Clerk.

That as soon as may be convenient thereafter the said trustee shall return to this Court a full and particular account of the said sale with an affidavit of the truth thereof and of the fairness of said sale.

That upon the final ratification of said sale by this Court after the passage of the usual order nisi thereon and upon the payment of the whole purchase price, and not before, the said trustee shall by a good and sufficient deed to be by him executed and acknowledged agreeably to law, convey to the purchaser the property and estate so sold to him, free and clear and discharged of all claims of the parties to this cause, and of those claiming by, from, through or under them, or any of them,

That the said trustee shall bring into this Court all of the money arising from said sale to be distributed under the future order of this Court, after deducting thereout the costs of this proceeding and such commission to said trustee, as the Court shall think proper to allow in consideration of the skill, attention and fidelity, wherewith he shall appear to have discharged his trust.

THOS. J. KEATING

Filed April 10th, 1936.

Bond  
Filed April 11, 1936.

Queen Anne's County, to wit: Be it remembered that on the 11th day of April, in the year nineteen hundred and thirty-Six, the following bond was filed for record, to wit:-

Know All Men by These Presents, that we, William R. Horney, of Queen Anne's County, State of Maryland, as principal, 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 One Thousand Dollars (\$1000), current 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 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 11th day of April, 1936;

Whereas, the above bounden William R. Horney has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 31st day of March, 1936, trustee to make sale of the real estate mentioned and described in the cause in said Court entitled "Myra G. Tillery, et al. vs. Paul Tillery," being Cause No. 3055 on the Chancery Docket of said Court;

Now The Condition of The Above Obligation is Such that if the above bounden William R. Horney 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 order or decree in the premises, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered  
in the presence of:

HILDA T. SEWARD

William R. Horney (SEAL)

United States Fidelity and  
Guaranty Company,

By William R. Horney  
Its Attorney-in-Fact.

Corp.  
Seal's  
Place.

And on the foot of the foregoing Bond was thus endorsed, to wit: Security approved and Bond filed April 11th, 1936.

William H. Carter, Clerk.

REPORT OF SALE  
Filed April 11, 1936.

MYRA G. TILLERY, ET AL.,  
  
vs.  
  
PAUL TILLERY.

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

Cause No. 3055.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by William R. Horney, the trustee appointed to make such sale, unto your Honors, respectfully sows:

1. That pursuant to the decree of this Honorable Court passed on the 31st day of March, 1936, your Trustee did proceed to file in this cause a bond in the penalty of One Thousand Dollars (\$1000), with corporate surety thereon, duly approved by the Clerk of this Court.

2. That thereupon he did proceed to sell the real estate mentioned and described in these proceedings, which is described as follows, to wit:

ALL that part of the tract of land or farm, known as the "Jesse K. Goodhand Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on Chesapeake Bay and on the public road leading from Stevensville to Kent Point, adjoining the Holbein property and others, and more particularly described by metes and bounds, courses and distances, to wit: BEGINNING for the same at the side of said Stevensville-Kent Point public road, adjoining the Holbein property on the north and running and binding with same North  $67\frac{1}{2}^{\circ}$  West, 2260 feet to the bay shore; thence with same South  $25\frac{1}{4}^{\circ}$  West, 420 feet; thence South  $72^{\circ}$  West, 1925 feet; thence North  $78^{\circ}$  East, 453 feet to the aforementioned public road; and thence with same North  $7^{\circ}$  East, 30 feet to the said point of beginning, containing  $16\frac{1}{4}$  acres of land, more or less;

unto George F. Politz, at and for the sum of Six Hundred and Sixty Six Dollars (\$666), upon the terms and conditions set forth in the contract of sale mentioned in this cause, which said contract of sale is designated as "Plaintiff's Exhibit No. 2" and is filed herein.

3. That said George F. Politz has paid unto your Trustee the sum of Fifty Dollars (\$50) on account of the purchase price, and your Trustee believes that upon the final ratification of this sale by this Court the said George F. Politz will immediately pay the balance of the said purchase money in cash.

Respectfully submitted,

WM. R. HORNEY  
Trustee.

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

I HEREBY CERTIFY that on this 11th day of April, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Trustee in the above entitled cause, and made oath, in due form of law, that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale was fairly made.

WILLIAM H. CARTER  
Clerk.

Filed April th, 1936.

N I S I

Myra G. Tillery, et. al.,  
  
vs.  
  
Paul Tillery

) IN THE CIRCUIT COURT  
)  
) FOR QUEEN ANNE'S COUNTY  
)  
) IN EQUITY  
)  
) CHANCERY NO. 3055.

ORDERED, This 11th. day of April A. D., 1936, that the sale of the real estate made and reported in this cause by Wm. R. Horney, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of May next.

The Report states the amount of sales to be \$666.00.

Filed Apr. 11th, 1936.

WILLIAM H. CARTER Clerk.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed June 18, 1936.

N I S I

MYRA G. TILLERY, et. al.  
vs.  
Paul. TILLERY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3055.

ORDERED, This 11th day of April A. D., 1936, that the sale of the real estate made, and reported in this cause by Wm. R. Horney, Trustee, be ratified, and confirmed, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of May next.

The Report states the amount of sales to be \$666.00.

WILLIAM H. CARTER, Clerk.  
True Copy Test:  
WILLIAM H. CARTER, Clerk.

Filed April 11th, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., June 18, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Myra G. Tillery et al vs. Paul Tillery 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 first publication thereof having been made in said newspaper on the 16th day of April, 1936, being more than four weeks before the 17th day of May, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed June 26, 1936.

MYRA G. TILLERY, ET AL.,  
vs.  
PAUL TILLERY.

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In the Circuit Court for  
Queen Anne's County  
in Equity.  
  
Cause No. 3055.

FINAL RATIFICATION OF SALE

ORDERED, this 24th day of June, 1936, 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 William R. Horney, Trustee, and reported in this 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 duly given as required by the preceding order nisi heretofore passed in this cause; and the said William R. Horney, Trustee as aforesaid, is allowed the usual com-

missions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOS. J. KEATING

Filed June 26/36.

REPORT AND ACCOUNT OF THE AUDITOR  
Filed Aug. 14, 1936.

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

Myra G. Tillery, et al.,

vs.

Paul Tillery.

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Cause No. 3055.

To the Honorable, the Judges of said Court:

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

That from an examination of the proceedings of this cause it appears that the property which was decreed to be sold was at the time of the sale mentioned in the bill of complaint owned by the following named persons, to wit:

Myra G. Tillery to the extent of one-third thereof,  
Wilson B. Tillery, Paul Tillery, Nancie G. Mather, Mary R. Replinger and Richard S. Tillery, each owning one-fifth of two-thirds of the land, (see Exhibit No. 1 and the Testimony filed).

The bill of complaint was filed for the sale of the property under contract set forth in the bill for division of the proceeds of sale among the parties mentioned above according to their respective rights, and the decree passed for that purpose.

By assignment filed in this cause on October 30, 1935 it appears that Myra G. Tillery, Paul Tillery, Nancie G. Mather, and Mary B. Replinger did assign their respective shares in the net proceeds of the sale unto Wilson B. Tillery, junior, called in the audit Wilson B. Tillery, and because of the assignment the shares of these assignors is distributed unto the said assignee in the account.

In the within account stated by the auditor he has charged William R. Horney, the trustee appointed by the decree to make the said of said real estate, with the gross proceeds of the sale made by him per his report of sale filed, and the auditor has allowed thereout as follows, to wit:

He has allowed unto the trustee his commissions for making the sale per rule of court; the court costs of the cause; the cost of his bond filed herein; the cost of advertising the several orders nisi of the cause; the cost of the survey and the fee of the auditor.

The balance remaining after these allowances is the net proceeds of sale and the auditor has distributed the same as follows:

Unto Wilson B. Tillery, one of the plaintiff's, is distributed the shares of Myra G. Tillery, Paul Tillery, Nancie G. Mather and Mary B. Replinger in the net proceeds of the sale.

Unto the said Wilson B. Tillery in his own right is distributed one-fifth of two-thirds of the net sales.

Unto Richard Tillery, infant, is distributed one-fifth of two-thirds of the net sales.

Which is respectfully submitted.

MADISON BROWN,  
Auditor.

August 14, 1936.

Cause No. 3055.

The proceeds of the sale of the real estate of Myra G. Tillery, widow, Wilson B. Tillery, junior, Paul Tillery, Nancie G. Mather, Mary B. Replinger and Richard S. Tillery, heirs at law of Wilson B. Tillery, in account with William R. Horney, trustee appointed by the decree of this cause to sell said real estate.

1936  
April

CR.

11. By gross amount of sale sale, per report of  
sale filed this date, to wit: sum of . . . . . \$ 666.00

" "

DR.

To do., for the court costs of this cause  
per statement of costs made by the  
clerk of the court, as follows:



Costs of W. H. Carter, clerk, . . .	\$29.80	
Appear. fee of Harper & Horney . . .	10.00	
Costs of H. B. W. Mitchell, examiner, . . . . .	8.00	
Fees of witnesses before examiner	<u>2.25</u>	
a total of . . . . .	\$50.05	50.05
To do., for the costs of his bond con- taining corporate surety filed herein per receipted account for same exhibited . . . . .		10.00
To do., for costs of advertising in The Centreville Observer order nisi on sale . . . . .	\$ 5.00	
order nisi on audit . . . . .	<u>3.50</u>	
a total of . . . . .	\$ 8.50	8.50
To do., for amount paid William T. Henry for survey made by him of the land sold per his receipted account for same exhibited, the sum of . . . . .		20.00
To Madison Brown, auditor, for stating this account, the sum of . . . . .		<u>9.00</u>
		\$143.34
To balance, being net sale . . . . .	<u>522.66</u>	
		\$666.00    \$ 666.00

August 14, 1936.

MADISON BROWN,  
Auditor.

Cause No. 3055.

The proceeds of the sale of the real estate of Myra G. Tillery and others, in account with William R. Horney, trustee appointed by the decree of this cause to sell said real estate.

CR.

By balance brought forward for distribution . . . . . \$ 522.66

DR.

Unto Wilson B. Tillery, as assignee of Myra G. Tillery, the interest of Myra G. Tillery in above balance, 1/3 thereof, to wit: . . . . .	\$174.22	
Unto Wilson B. Tillery, as assignee of Paul Tillery, the interest of Paul Tillery in above balance, 1/5 of 2/3 thereof, to wit: . . . . .	69.69	
Unto Wilson B. Tillery as assignee of Nancy G. Mather, the interest of Nancy G. Mather in said balance, 1/5 of 2/3 thereof, to wit: . . . . .	69.69	
Unto Wilson B. Tillery as assignee of Mary B. Replinger, the interest of Mary B. Replinger in said balance, 1/5 of 2/3 thereof, to wit: . . . . .	69.69	
Unto Wilson B. Tillery in his own right, 1/5 of 2/3 of said balance, to wit: . . . . .	69.68	
Unto Richard S. Tillery, infant, 1/5 of 2/3 of said balance, to wit: . . . . .	<u>69.69</u>	
	\$522.66	\$ 522.66

August 14, 1936.

MADISON BROWN,  
Auditor.

Filed Aug. 14th, 1936.

## NISI RATIFICATION OF AUDIT

Myra G. Tillery, et, al. ) IN THE CIRCUIT COURT  
 )  
 VS ) FOR QUEEN ANNE'S COUNTY  
 )  
 Paul Tillery ) IN EQUITY  
 )  
 ) CASE No. 3055.

ORDERED, This 14th day of August in the year nineteen hundred and 36 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 12th day of September, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 4th day of September, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed Aug. 14th, 1936.

CERTIFICATE OF PUBLICATION  
 OF NISI RATIFICATION OF AUDIT  
 Filed Sept. 12, 1936.

## NISI RATIFICATION OF AUDIT

MYRA G. TILLERY, et. al.

vs.

PAUL TILLERY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3055.

ORDERED. This 14th day of August in the year nineteen hundred and thirty-six 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 12th day of September, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 4th day of September, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk  
 True Copy Test:  
 WILLIAM H. CARTER, Clerk  
 Filed-August 14th, 1936.

## THE CENTREVILLE OBSERVER

Centreville, Md., September 12 1936

THE CENTREVILLE OBSERVER PUBLISHING CO., hereby certifies that the Nisi Ratification of Audit in the case of Myra G. Tillery et. al. vs. Paul Tillery 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 the first publication thereof having been made in said newspaper on the 6th day of August, 1936, being more than two weeks before the 4th day of September, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By EVELYN CONNOLLY

## Clerk's Certificate

Myra G. Tillery, et al. In the Circuit Court  
 vs. for  
 Paul Tillery Queen Anne's County,  
 in Equity.  
 Chy. No. 3055.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 14th day of August, 1936, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 12th of Sept., 1936.

Seal's  
Place.

WILLIAM H. CARTER Clerk

ORDER OF COURT  
Filed Sept. 18, 1936.

MYRA G. TILLERY, ET AL.,  
  
vs.  
  
PAUL TILLERY.

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In the Circuit Court for  
Queen Anne's County  
in Equity.  
  
Cause No. 3055.

FINAL RATIFICATION OF AUDIT

ORDERED, this 17th day of September, in the year nineteen hundred and thirty six, 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 as directed by the previous Order of Ratification Nisi passed therein in this cause; and the Trustee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustee, the amount distributed herein to the infant, Richard S. Tillery, shall be held by the trustee, however, pending the further order of this Court in the premises.

THOS. J. KEATING

Filed Sept. 18th, 1936.

PETITION OF GUARDIAN OF  
RICHARD S. TILLERY, INFANT.  
Filed Sept. 22, 1936.

MYRA G. TILLERY, ET AL.,  
  
vs.  
  
PAUL TILLERY.

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In the Circuit Court for Queen  
Anne's County  
in Equity.  
  
Cause No. 3055.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Myra G. Tillery, Guardian of Richard S. Tillery, infant, unto your Honors, respectfully shows:

1. That on the 15th day of October, 1935, your Petitioner was appointed guardian of Richard S. Tillery, infant, by the Orphans' Court of Queen Anne's County and qualified as such, as will appear by reference to the certificate of appointment, marked "Exhibit A", filed herewith as a part hereof.
2. That on the said 15th day of October, 1935, your petitioner filed her bond as such guardian in the penalty of Five Hundred Dollars (\$500.00), with personal surety, which said bond was duly approved by the Orphans' Court of Queen Anne's County, as will appear by reference to the certificate of the Register of Wills for Queen Anne's County, marked "Exhibit B", filed herewith as a part hereof, which said bond is still in force.
3. That at present there is in the hands of your petitioner, belonging to this guardianship estate, the sum of One Hundred Ninety One Dollars and Sixty Eight Cents (\$191.68).
4. That in the report and account of the auditor filed among the proceedings in this cause, there is awarded and allotted unto the said Richard S. Tillery, infant, the sum of Sixty Nine Dollars and Sixty Nine Cents (\$69.69).

5. That your petitioner is advised that she is entitled to have said sum of money paid into her hands as guardian of the said infant.

Your Petitioner, therefore, prays this Honorable Court to pass an Order authorizing, directing and empowering William R. Horney, the Trustee in this cause, to pay over said sum of money into the hands of your petitioner as guardian upon the execution by her of a release duly executed agreeably to law.

And as in duty bound, etc.,

MYRA G. TILLERY  
Guardian of Richard S. Tillery

STATE OF MARYLAND, )  
 ) TO WIT:  
BALTIMORE CITY, )

I HEREBY CERTIFY that on this 21st day of September, in the year nineteen hundred and thirty six, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Myra G. Tillery, guardian of Richard S. Tillery, 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 her knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

R. AUSTIN TYDINGS  
Notary Public.

Notary  
Public  
Seal.

Filed Sept. 22nd, 1936.

EXHIBIT A  
Filed Sept. 22, 1936.

IN RE GUARDIANSHIP  
OF  
RICHARD S. TILLERY.

In the Orphans' Court of  
Queen Anne's County.

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

I, Norman S. Dudley, the Register of Wills for Queen Anne's County, State of Maryland, do hereby certify, as follows:

1. That Myra G. Tillery, formerly of Queen Anne's County aforesaid but now of Baltimore City, State of Maryland, the adopted mother of Richard S. Tillery, infant, is the duly qualified guardian of said Richard S. Tillery under the appointment of the Orphans' Court of Queen Anne's County aforesaid.

2. That the said Myra G. Tillery duly filed her bond as such guardian in the penalty of Five Hundred Dollars (\$500.00), with personal surety, to wit: Wilson B. Tillery, Jr., and Virginia Lee Tillery, his wife, which said bond was duly approved by the Orphans' Court for Queen Anne's County and is now of Record in my office and is still in force.

3. That the sum of Two Hundred Fifty One Dollars and Ninety Five Cents (\$251.95) has come into the hands of said guardian of which said sum there still remains in her hands the sum of One Hundred Ninety One Dollars and Sixty Eight Cents (\$191.68).

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of my office, this 22nd day of September, 1936.

NORMAN S. DUDLEY  
Register of Wills.

Seal's  
Place.

EXHIBIT B  
 Filed Oct. 23, 1936.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, Norman S. Dudley 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 15 day of October A. D., nineteen hundred and thirty-five that Myra G. Tillery was appointed Guardian of Richard S. Tillery, infant child of Wilson B. Tillery late of Queen Anne's County, deceased, after she had entered into bond with approved security for the due performance thereof, according to law, and after she had taken the oath by law required of her.

In Testimony Whereof, I Norman S. Dudley Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court for Queen Anne's County, this 23rd day of October nineteen hundred and thirty six.

Seal's  
 Place.

NORMAN S. DUDLEY  
 Register of Wills for Queen Anne's County.

ORDER OF COURT  
 Filed Oct. 23, 1936.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 23rd day of October, 1936, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that William R. Horney, trustee in the above entitled cause, be and he is hereby authorized, directed and empowered to pay over to the hands of Myra G. Tillery, guardian of Richard S. Tillery, infant, the sum of money awarded and allotted to him in the report and account of the auditor filed among the proceedings in this cause upon the delivery to him by the said Myra G. Tillery, guardian as aforesaid, of a release duly executed agreeably to law.

THOS. J. KEATING

Filed October 23rd, 1936.



CAUSE NO. 3054.

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

J. ELMER WISHEIT,	:::	IN THE CIRCUIT COURT FOR
Assignee.	:::	
	:::	QUEEN ANNE'S COUNTY
vs	:::	
	:::	In Equity
THE PARK INVESTMENT COM-	:::	
PANY, a body corporate	:::	

Mr. Clerk,

Please docket the above entitled case.

J. ELMER WEISHEIT  
Solicitor.

CERTIFIED COPY OF MORTGAGE  
Filed October 2, 1935.

Queen Anne's County, to wit: Be it remembered that on the sixth day of June in the year Nineteen Hundred and thirty one the following Mortgage was brought to be recorded to wit:

This Mortgage, Made this 1st day of June in the year nineteen hundred and thirty one between the Park Investment Company, a body corporate of the State of Maryland, of the first part, and American Trust Company, a body corporate of the State of Maryland, of the Second part.

Whereas the said American Trust Company has this day lent to The Park Investment Company the sum of Fifteen Hundred (\$1500.00) the receipt of which, at the time of executing these presents, is hereby acknowledged by the said party of the first part to be repaid, with interest, in the meantime, half yearly, at the rate of six per centum per annum four months from the date hereof, and the said party of the first part for the principal of said loan and the interest to accrue thereon has passed to the said party of the second part its several negotiable promissory notes, bearing even date herewith and payable in gold coin of the United States of the present standard of weight and fineness to the order of the said party of the second part, as follows, to wit: Said note being for the sum of Fifteen Hundred Dollars (\$1500.00) payable four months after date, with interest at the rate of six per cent per annum payable semi annually.

And whereas, at the time of making said loan, and as a condition precedent that, it was agreed by and between the parties hereto, that the re-payment of the same and the interest to accrue thereon, and of all ground rents, and all taxes, assessments, public dues and charges, levied or to be levied by the law on the property hereby mortgaged, and on the mortgage debt and interest secured by this mortgage, should be secured by the execution of these presents, and by the assignment to the said party of the second part of the policy or policies of insurance against loss by fire, effected or to be effected on the buildings erected on the ground hereby conveyed.

Now this Mortgage Witnesseth, that in consideration of the premises and the sum of one dollar, the said party of the first part does hereby grant and convey unto the said party of the second part, its successors and assigns, in fee simple, all those, lots or parcels of ground situate at or near Love Point on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, to wit:

Lot Numbered Nineteen (19) in Block Numbered Twelve (12), fronting forty (40) feet on Maryland Avenue and running back one hundred and twenty feet (120) feet to lots numbered twenty-three (23) and twenty-four (24) in said Block numbered twelve (12); Secondly, Lot Numbered Seventeen (17) and Eighteen (18) in Block numbered twelve (12), each lot fronting (40) feet on Maryland Avenue with a depth of one hundred and twenty (120) feet; Thirdly, Lot Numbered Twenty (20) in Block numbered twelve (12) having a frontage of forty feet (40) feet on Maryland Avenue, and a depth of one hundred and twenty feet (120) feet. (Being the same lots or parcels of ground which by deed dated October 3, 1929, and recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 13, folio 98, etc., immediately preceding the recording of this mortgage was granted and conveyed by Clyde L. Bowles and Norman S. Bowles her husband to The Park Investment Company,

Together with the buildings and improvements thereupon, and all the rights, roads, alleys, ways, waters, privileges, easements, appurtenances and advantages to the same and every part thereof belonging or in any-wise appertaining.

To Have and to hold the said lot of land, with the improvements and appurtenances aforesaid, unto the said party of the second part, its successors and assigns in fee simple.

Provided, that if the said party of the first part, its successors or assigns, shall well and truly pay or cause to be paid to the said party of the second part, its successors and assigns, the said principal sum of Fifteen Hundred dollars and the interest thereon at the times limited for the payment of the same by the promissory notes hereinbefore mentioned, or any renewals thereof in whole or in part, and shall perform all the covenants herein on part to be performed, then this mortgage, and everything herein contained, shall be null and void; it being understood and agreed, however, that until default, but not thereafter, the said party of the first part shall possess the premises.

And the said party of the first part for itself, its successors and assigns, do hereby covenant with the said party of the second part, its successors and assigns, that it will pay or cause to be paid, when legally due (and upon payment, to exhibit to the last named, as and where directed so to do, the receipts therefor) all ground rents, and all taxes, assessments, public dues and charges, levied or to be levied by law on said mortgaged property, and on the mortgage debt and interest hereby intended to be secured, and also all prior liens or incumbrances upon said property, and will also insure, and pending the existence of this mortgage, keep insured against loss by fire, the buildings, erected or to be erected upon the ground herein before directed, in some company or companies and upon terms, acceptable to and in an amount designated by the said party of the second part, its successors or assigns, and will cause the policy or policies of insurance to be so framed or indorsed, as in case of fire to inure to the benefit of the party of the second part, its successors or assigns, and will deliver the said policy or policies and any renewals thereof or substitution therefor, to said party of the second part, its successors or assigns, to be retained by its or them during the existence of this mortgage, and will pay the said mortgage notes at maturity, according to the tenor and effect thereof. And in the event of any loss by fire the Company or Companies are hereby directed by said party of the first part, its successors and assigns, to make payment for such loss, not jointly to them, but only to the said party of the second part, its successors and assigns; such payment to be applied to the extinguishment of the principal interest and expenses secured by this mortgage, whether then due or not, but only for the amounts payable hereunder. But if default be made in the payment of said principal or interest in whole, or in part, when due, and in case of the continuance of said loan or any part when due, and in case of the continuance of said loan or any part thereof, if default be made in the payment of said principal and interest, or either, or any part of either, in manner as may be hereafter agreed on, or upon any default being made in any covenant or condition of this mortgage then the whole mortgage debt hereby secured shall be deemed due and payable forthwith, and it shall be lawful for the said party of the second part, its successors or assigns, or Charles Ruzicka Attorney or agent, to sell at public auction the property hereinbefore described, in whole or separate parcels at the option of the party selling according to the provisions of Article Sixty six of the Code of Public General Laws of this State Title Mortgages, or any Supplement enacted or to be enacted thereto, which sale shall be made upon the following terms, viz: all cash upon ratification of the sale, or such other terms as the party selling may deem expedient; and the proceeds arising from such sale shall be applied; 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, and including a reasonable counsel fee, not less than twenty five dollars, for conducting the proceedings, dependent upon whether or not there may be any contested matter arising therein, and other expenses, to be allowed out of the proceeds of sale as the Court may deem proper; secondly to the extinguishment of all claims of said party of the second part, its successors or assigns hereunder, whether the same shall have then matured or not; and thirdly, the balance, if any, there shall be, shall be paid to the said party of the first heirs, personal representatives, successors or assigns, or to whoever may be entitled to the same; and half of such commission and all such expenses and costs shall be paid by the said party of the first part, its successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof. In the event of any default in any covenant or condition of this mortgage, said party of the second part, its successors and assigns, shall be entitled, without notice to the said party of the first part, its successors or assigns, to the immediate appointment of a receiver of the property hereby mortgaged, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and in the event of any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the party of the second part, its heirs, personal representatives, successors and assigns as additional security.

And the said party of the first covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

In witness Whereof, the said body corporate has hereunto affixed its seal and Robert Seff the President thereof has hereunto set his hand, the day and year first above written.

The Park Investment Company,

Test:

James B. Diggs

By Robert Seff (SEAL)  
President.

Seal's  
Place

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 1st day of June in the year nineteen hundred and 31 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Robert



Self the President of the Park Investment Company, and he acknowledged the foregoing mortgage to be the corporate act; and at the same time also before me personally appeared Charles Ruzicka the agent of American Trust Company 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; and that he is the legal agent of said mortgagee, duly authorized to make this affidavit.

Witness my hand and Notarial seal.

Notary  
Public  
Seal.

JAMES B. DIGGS  
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the Twenty-ninth day of June, in the year nineteen hundred and thirty five, the following Assignment was brought to be recorded, to wit:

For value received, the within mortgage is hereby assigned to Union Trust Company of Maryland.

As witness my hand and seal this 17th day of July, 1933.

Witness Frederick O. Scherf  
Treasurer

Geo. R. Forsuch (SEAL)  
President.

Corporate  
Seal's  
Place.

Queen Anne's County, to wit: Be it remembered that on the eighth day of August, in the year Nineteen Hundred and thirty five the following three Assignments were brought to be recorded, to wit:

For value received, the within mortgage is hereby assigned to Union Trust Company of Maryland.

As witness my hand and seal this 17th day of July 1933.

Witness: Frederick O. Scherf  
Treasurer

American Trust Company  
George R. Gorsuch (SEAL)  
President.

Corporate  
Seals  
Place.

For value received, We hereby assign without recourse the within mortgage to C. Nelson Dugan.

Witness the Corporate seal of the Union Trust Company of Maryland and the signature of C. B. Winchester, the Vice President thereof this 30th day of July 1935.

Union Trust Company of Maryland

Corporate  
Seals  
Place.

By C. B. Winchester, Vice President.

Attest: Snowden Hoff  
Asst. Secretary.

For value received I hereby assign the within mortgage to J. Elmer Weisheit for purpose of foreclosure.

Witness my hand and seal this 30th day of July, 1933.

Witness: Mary M. Welch.

C. NELSON DUGAN (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 13, folio 99 &c., a Land Record Book for Queen Anne's County.

Seal's  
Place.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Annes County, this 2nd day of October, A. D. 1935.

WILLIAM H. CARTER Clerk.

Certified copy of Bond  
Filed Nov. 29, 1935.

Queen Anne's County, to Wit: Be it remembered that on the 4th. day of October, in the year nineteen hundred and Thirty Five, the following Bond was filed for record to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, J. Elmer Weisheit of 125 East Baltimore Street, Baltimore, Maryland, and Saint Paul Mercury Indemnity Company of St. Paul, by Samuel R. Zetzer of 110 E. Lexington St. Balto. Md. Attorney in fact are held and firmly bound unto the State of Maryland in the full and just sum of \$500. Five Hundred 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 and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this Ninth day of August in the year nineteen hundred and Thirty-Five.

WHEREAS, the above bounden J. Elmer Weisheit by virtue of the power contained in a mortgage from The Park Investment Company bearing date the day of nineteen hundred and and recorded among the Mortgage Records of Queen Anne County, in Liber B. H. T. No. 13 Folio 99 and J. Elmer Weisheit, Assignee 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 J. Elmer Weisheit do 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  
  
L. L. Meade  
As to Both.

J. Elmer Weisheit (SEAL)  
Saint Paul Mercury Indemnity Co.  
of St. Paul.

By Samuel R. Zetzer (SEAL)  
Attorney in Fact.

SEAL'S  
PLACE.

And on the back of the Aforegoing Bond was thus endorsed to wit:

Security approved and Bond filed October 4th. 1935 William H. Carter Clerk

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1 Folio 379 A Bond 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 29th. day of November in the year 1935.

Seal's  
Place.

WILLIAM H. CARTER Clerk.

STATEMENT OF MORTGAGE CLAIM  
Filed Oct. 29, 1935.

J. ELMER WIESHEIT  
Assignee

vs.

THE PARK INVESMENT COMPANY

) IN THE  
)  
) CIRCUIT COURT  
)  
) FOR  
)  
) QUEEN ANNE'S COUNTY

STATEMENT OF MORTGAGE DEBT

To loan of \$1,500. secured by mortgage and evidenced by note

J. ELMER WEISHEIT  
Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, Set.



being lots 17, 18, 19, and 20 in Block 12 and so described in said mortgage.

The property is improved by a two and 1/2 story frame dwelling containing 6 rooms, attic, summer kitchen and porches, also frame garage and small chicken houses.

TERMS OF SALE: One third of the purchase money to be paid in cash on day of sale and balance on ratification of sale.

J. ELMER WEISHEIT, Assignee

J. Elmer Anthony, Auctioneer.

THE QUEEN ANNE'S RECORD

Centreville \* Maryland

May 23, 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Assignee's Sale in the case of J. Elmer Weisheit, Attorney a true copy of which is hereto-annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for 3 successive weeks the first publication thereof having been made in said newspaper on the 10th day of October 1935, being more than 21 days before the 29th day of October 1935.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By MARY M. PARKS

Filed May 23rd, 1936.

N I S I

J. Elmer Weisheit

vs.

The Park Investment Company,  
a body corporate.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY

) CHANCERY No. 3054.

ORDERED, This 23 day of May A. D., 1936, that the sale of Real Estate made and reported in this cause by J. Elmer Weisheit Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of August 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 July next.

The Report states the amount of sales to be \$550.00.

WILLIAM H. CARTER Clerk.

Filed May 23rd, 1936.

CERTIFICATE OF PUBLICATION OF  
ORDER NISI  
Filed Nov. 2, 1936.

N I S I

J. ELMER WEISHEIT  
Assignee

vs.

THE PARK INVESTMENT COMPANY, A  
Body Corporate

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 3054.

ORDERED, This 23rd day of May, A. D., 1936, that the sale of real estate made and reported in this cause by J. Elmer Weisheit, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of August 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 July next.

The Report states the amount of sales to be \$550.00.

WILLIAM H. CARTER, Clerk.

True Copy-

Test:  
WILLIAM H. CARTER, Clerk.  
Filed May 23rd, 1936.

THE QUEEN ANNE'S RECORD  
Centreville \* Maryland

November 2d, 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order Nisi in the case of J. Elmer Weisheit, Assignee vs. The Park Investment Company, a Body Corporate a truecopy of which is hereto annexed, was inserted in THE QUEEN ANNE'S RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for 4 successive weeks, the first publication thereof having been made in said newspaper on the 28th day of May 1936, being more than 4 weeks before the 1st. day of July 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC.  
By MARY M. PARKS

FINAL ORDER OF RATIFICATION  
Filed Nov. 2, 1936.

J. Elmer Weisheit, Assignee	)	IN THE
	)	CIRCUIT COURT
vs.	)	For
The Park Investment Company, a body corporate	)	Queen Anne's County
	)	-----TERM, 192--

ORDERED BY THE CIRCUIT COURT for Queen Anne's County, in Equity, This second day of November, 1936 that the sale made and reported by J. Elmer Weisheit, Assignee of the fee-simple property on Maryland Avenue, Love Point Queen Anne's County, to C. Nelson Dugan, for the sum of five hundred and fifty dollars, and reported in this cause 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 Assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

THOS. J. KEATING













CAUSE No. 3059.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fourth day of November, in the year nineteen hundred and thirty five, the following Bill of Complaint was filed for record, to wit:-

RUTH F. PRICE, Guardian to Sterling Foster Price and Virginia Sears Price, infants, and C. CARROLL BARCUS, Plaintiffs,

vs.

STERLING FOSTER PRICE and VIRGINIA SEARS PRICE, infants, Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining, say:

1. That your oratrix, Ruth F. Price, was appointed Guardian to Sterling Foster Price and Virginia Sears Price, infants, by an order of the Orphans' Court of Queen Anne's County, passed on the 21st day of January, 1930, and has duly qualified as such Guardian. And she files herewith, as a part hereof, a certified copy of her letters of guardianship, marked "Exhibit A".

2. That the said infants are seized and possessed in fee simple, in equal shares, as tenants in common, along other real estate of a tract of land or farm, composed of two tracts formerly known as "The Downes Farm" and a part of the tract called "Margaretholm", now (or recently) known as the "Barcus Farm", or by whatsoever other name or names the same may be called or known, situate in the Sixth Election District of Queen Anne's County aforesaid, on the public road leading from Starr to Ruthsburg, by way of the "Simpson Farm" of Charles A. Busted, containing 130 acres of land, more or less, which said tract of land or farm is particularly described in the deed from William R. Horney, Assignee of Mortgage and Vendor, to the said Sterling Foster Price and Virginia Sears Price, infants, bearing date the 20th day of December, 1930, and recorded in Liber B. H. T. No. 12, folios 219, etc., a Land record book for Queen Anne's County aforesaid, a certified copy of which said deed is filed herewith as a part hereof, and is marked "Exhibit B".

3. That said tract of land or farm is now, and for some time past, has been producing no net income, and the buildings and fencing thereon, being in a poor state of repair, a large outlay of money for repairs is needed in order to put the same in a proper state of repair.

4. That it would be for the benefit and advantage of the said infants to sell the said tract of land or farm, and to invest the proceeds thereof in some productive fund for their benefit.

5. That said Guardian, deeming it to be to the interest and advantage of said infants, entered into a contract of sale, for and in behalf of said infants, agreeing to sell said tract of land or farm, unto your orator, C. Carroll Barcus, subject to the approval and ratification of such sale by this Court, at and for the sum of Twenty Five Hundred Dollars (\$2,500.00), the terms of said sale being fully set forth in the written contract of sale thereof, which was executed on the 30th day of October, 1935, in duplicate, one of the originals thereof being filed herewith as a part thereof, and is marked "Exhibit C".

6. That the said Ruth F. Price is an adult and resides in Queen Anne's County aforesaid.

7. That the said C. Carroll Barcus is an adult and resides in Queen Anne's County aforesaid.

8. That the said Sterling Foster Price is an infant under the age of 21 years and resides in Queen Anne's County aforesaid, but is, at present, attending the McDonough School in Baltimore County, State of Maryland.

9. That the said Virginia Sears Price is an infant under the age of 21 years and resides with her mother, the said Ruth F. Price, in Queen Anne's County, State of Maryland.

TO THE END THEREFORE

(1) That the said tract of land or farm may be sold, and the proceeds thereof re-invested in some productive fund for the benefit of said infants.

(2) That the said contract of sale hereinbefore mentioned may be confirmed and ratified by this Honorable Court.

(3) That a trustee may be appointed by this Honorable Court to convey said tract of land or farm unto the said C. Carroll Barcus, vendee, his heirs and assigns, after the payment in full of the purchase price, by a good and sufficient deed conveying the fee simple title of, in and to said tract of land or farm free, clear and discharged of the rights of all the parties to this bill of complaint and to said contract of sale.

(4) That the said trustee may be vested with the power and authority to collect and receive said purchase money and bring the same into this Honorable Court to be invested under its order and direction.

(5) 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 Sheriff of Baltimore County against the said Sterling Foster Price, infant, and the writ of subpoena directed to the Sheriff of Queen Anne's County against the said Virginia Sears Price, infant, commanding them, and each of them, to be and 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 bound, etc.

RUTH F. PRICE  
Guardian of Sterling Foster Price and  
Virginia Sears Price, infants.

C. CARROLL BARCUS  
Plaintiffs.

HARPER & HORNEY  
Solicitors for Plaintiffs.

Filed Nov. 2nd, 1935.

EXHIBIT A  
Filed Nov. 4, 1935.

STATE OF MARYLAND,

Queen Anne's County, to wit:

I, Norman S. Dudley 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 21st day of January A. D., nineteen hundred and thirty that Ruth F. Price was appointed Guardian of Sterling Foster Price and Virginia Sears Price, infant children of E. Sterling Price late of Queen Anne's County, deceased, after she had entered into bond with approved security for the due performance thereof, according to law, and after she had taken the oath by law required of her.

In Testimony Whereof, I Norman S. Dudley, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court for Queen Anne's County, this 2nd. day of November nineteen hundred and thirty five.

Seal's  
Place.

NORMAN S. DUDLEY  
Register of Wills for Queen Anne's County.

EXHIBIT B  
Filed Nov. 4, 1935.

.....  
#14,700. QUEEN ANNE'S COUNTY, TO WIT:  
Be it remembered that on the twenty ninth day of December, in the year nineteen hundred and thirty, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twentieth day of December, in the year nineteen hundred and thirty, by William R. Horney, of Queen Anne's County, State of Maryland, Assignee of Mortgage and Vendor;

WHEREAS, by virtue and in execution of the power of sale contained in the mortgage from William R. Schuyler and Julia A. Schuyler, his wife, to Richard T. Earle, bearing date the 22nd day of October, 1918, and recorded in Liber J. F. R. No. 1, folios 292, etc., a land record book for Queen Anne's County aforesaid,

which said mortgage was by mesne assignments duly assigned to the said William R. Horney, which said assignments of said mortgage are recorded among said land records at the foot of said mortgage, the said William R. Horney, as Assignee of said mortgage as aforesaid, after default had occurred under the said mortgage and after due public notice of sale, and after having filed his bond in the Circuit Court for Queen Anne's County in Equity, did, on the 6th day of September, 1930, sell at public sale the real estate hereinafter described and conveyed, being all the real estate mentioned in and granted by said mortgage, unto Sterling Foster Price and Virginia Sears Price, infants, of Queen Anne's County aforesaid, by and through Ruth F. Price, their legal Guardian, acting on their behalf, they being then and there the highest bidder therefor, at and for the sum of Thirty Eight Hundred Dollars (\$3,800.00), and the said sale, having been reported to the said Circuit Court for Queen Anne's County in Equity, in the cause in said Court entitled "William R. Horney Assignee of Mortgage, vs. William R. Schuyler and Julia A. Schuyler, his wife, Mortgagors", being Cause No. 2834 on the Chancery Docket of said Court, was by the said Court, after order nisi and the due publication thereof, finally ratified and confirmed by its order passed in said cause on the 14th day of November, 1930;

AND WHEREAS, the said Sterling Foster Price and Virginia Sears Price having fully paid the said purchase money thereof, are entitled to a deed of conveyance of the said real estate;

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and of the said sum of Thirty Eight Hundred Dollars (\$3,800.00), the receipt of which is hereby acknowledged, the said William R. Horney, Assignee of Mortgage and Vendor, does hereby grant and convey unto the said Sterling Foster Price and Virginia Sears Price, as tenants in common, their heirs and assigns, in fee simple, the following described real estate (being the real estate sold unto them as aforesaid) and all the right, title, interest and estate therein of all the parties to the aforesaid mortgage and to the aforesaid Chancery Cause No. 2834, to wit:

ALL that tract of land or farm composed of two tracts formerly known as "The Downes' Farm" and a part of the tract called "Margaretholm", now (or recently) known as the "Barcus Farm", or by whatsoever other name or names the same may be called or known, situate in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Starr to Ruthsburg, by way of the "Simpson Farm" of Charles A. Busted, adjoining the lands of Alge Neighbors, the lands of Isaac Dolby, the lands of Vachel Downes and the said "Simpson Farm" of Charles A. Busted, and the lands of others, containing one hundred and thirty (130) acres of land, more or less; being the same and all of the land described in and granted by the aforesaid mortgage, and being the same land which was granted and conveyed unto the said William R. Schuyler and Julia A. Schuyler, his wife, as tenants by the entireties, by Richard T. Earle and Cora B. Earle, his wife, by deed bearing date the 22nd day of October, in the year nineteen hundred and eighteen, and recorded in Liber J. F. R. No. 1, folios 290, etc., a Land record book for Queen Anne's County aforesaid, to which said deed and mortgage and the references therein contained reference is hereby made for a more particular description of said land.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

WITNESS the hand and seal of the said Grantor, the day and year first above written:

WILLIAM R. HORNEY (SEAL)  
Assignee of Mortgage and  
Vendor.

TEST:

HILDA T. SEWARD.

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

I HEREBY CERTIFY that on this twentieth day of December, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William R. Horney, Assignee of Mortgage and Vendor, and acknowledged the foregoing DEED to be his act.

IN TESTIMONY WHEREOF, I have hereunto subscribe my name and affixed my notarial seal, the day and year last above written:

HILDA T. SEWARD  
Notary Public.

Notary  
Public  
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 12, folios 219, etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this fourth day of November, in the year nineteen hundred and thirty five.

Seal's  
Place.

WILLIAM H. CARTER Clerk.

EXHIBIT C  
Filed Nov. 4, 1935.

THIS CONTRACT OF SALE, made this 30th day of October, 1935, by and between Sterling Foster Price and Virginia Sears Price, infants, by Ruth F. Price, their mother and legal Guardian, all of Queen Anne's County, State of Maryland, parties of the first part, and C. Carroll Barcus, of Queen Anne's County, party of the second part;

WHEREAS, the said Sterling Foster Price and Virginia Sears Price, infants, are seized and possessed in fee simple, in equal shares, as tenants in common, among other real estate, of a tract of land or farm hereinafter fully described;

AND WHEREAS, the said tract of land or farm is now, and for some time past, has been producing no net income, and the buildings and fencing thereon, being in a poor state of repair, a large outlay of money for repairs is needed in order to put the same in a proper state of repair;

AND WHEREAS, it is deemed by said Ruth F. Price, Guardian as aforesaid, to be for the benefit and advantage of said infants to sell the said real estate, and to invest the proceeds thereof in some productive fund for their benefit;

AND WHEREAS, the said Guardian, so as aforesaid deeming it to be for the benefit and advantage of said infants to sell the said real estate, has agreed to sell unto the said C. Carroll Barcus, at and for the sum of Twenty Five Hundred Dollars (\$2,500.00), upon the terms and conditions hereinafter set forth, all that tract of land or farm described as follows, to wit:

ALL that tract of land or farm composed of two tracts formerly known as "The Downes Farm" and a part of the tract called "Margaret-tholm", now (or recently) known as the "Barcus Farm", or by whatsoever other name or names the same may be called or known, situate in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Starr to Ruthsburg, by way of the "Simpson Farm" of Charles A. Busted, adjoining the lands of Alge Neighbors, the lands of Isaac Dolby, the lands of Vachel Downes and the said "Simpson Farm" of Charles A. Busted, and the lands of others, containing 130 acres of land, more or less; being the same land which was granted and conveyed unto the said Sterling Foster Price and Virginia Sears Price, as tenants in common, by William R. Horney, Assignee of Mortgage and Vendor, by deed bearing date the 20th day of December, 1930, and recorded in Liber B. H. T. No. 12, folios 219, etc., a land record book for Queen Anne's County aforesaid.

NOW, THEREFORE, in consideration of the said sum of Twenty Five Hundred Dollars (\$2,500.00), to be paid as hereinafter set forth, the said Ruth F. Price, Guardian as aforesaid, for and in behalf of the said Sterling Foster Price and Virginia Sears Price, infants, does hereby agree to sell unto the said C. Carroll Barcus, and the said C. Carroll Barcus does hereby agree to purchase from the said infants, subject to the approval and ratification of such sale by the Circuit Court for Queen Anne's County in Equity, the tract of land or farm hereinbefore described.

The aforesaid sum of Twenty Five Hundred Dollars (\$2,500.00) is to be paid as follows: One Hundred Dollars (\$100.00) thereof to be paid in cash upon the execution and delivery of this contract of sale, and the balance thereof, to wit: the sum of Twenty Four Hundred Dollars (\$2,400.00) is to be paid in cash upon the final ratification of the sale (under this contract of sale) by the said Circuit Court for Queen Anne's County in Equity. Possession of said real estate to be given on the 1st day of January, 1936.

The vendors to pay all taxes (including taxes for the year 1935) now due and/or in arrears, if any, on the aforesaid real estate and all premiums for fire insurance covering the buildings on said real estate are to be adjusted as of the said 1st day of January, 1936.

The chancery proceeding to procure the ratification of this sale by the said Circuit Court for Queen Anne's County in Equity shall be brought in

in the name of Ruth F. Price, Guardian to Sterling Foster Price and Virginia Sears Price, infants, and C. Carroll Barcus against the said Sterling Foster Price and Virginia Sears Price, infants.

All costs and expenses incident to the said chancery proceeding, including the usual commissions allowed Trustees for selling real estate under a decree of the Circuit Court for Queen Anne's County in Equity, shall be borne by the vendors and shall be deducted from the proceeds of sale.

And it is understood that William R. Horney, of Queen Anne's County aforesaid, shall receive the initial payment of One Hundred Dollars (\$100.00) and deposit the same to his credit as Trustee in the case of "Price vs. Price", in The Centreville National Bank of Maryland, subject to the future order of the said Circuit Court for Queen Anne's County in Equity.

WITNESS the hands and seals of the parties hereto, executed in duplicate, the day and year first above written:

TEST: (as to all parties).

WM. R. HORNEY

STERLING FOSTER PRICE,

by RUTH F. PRICE (SEAL)  
His mother and legal  
Guardian.

VIRGINIA SEARS PRICE,

by RUTH F. PRICE (SEAL)  
Her mother and legal  
Guardian.

Vendors.

C. CARROLL BARCUS (SEAL)  
Purchaser.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Sterling Foster Price, Infant.

Seal's  
Place.

of Baltimore 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 December next, to answer the complaint of Ruth Foster Price Guardian to Sterling Foster Price and Virginia Sears Price, Infants, and C. Carroll Barcus against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief  
Judge of our said Court, the First Monday of November 1935.

Issued the Ninth day of November 1935.

WILLIAM H. CARTER Clerk

Harper and Horney

Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of December next, being the Return Day.

WILLIAM H. CARTER Clerk

And on the back of the foregoing subpoena was thus endorsed, to wit:

Received 11-12 1935, at 10 A. M. and forthwith delivered  
to Sheriff of Baltimore County.

C. William Brown Jr. Clerk.

Summoned Sterling Foster Price Infant, by reading subpoena to him and a copy left with said Infant, and a copy left with Louis E. Lamborn, Head Master of McDonogh School this 13th. day of November, 1935.  
\$1.70 Costs.

T. J. R. Nicholas  
Sheriff.

Filed Nov. 14, 1935.

SUBPOENA FOR RESPONDENTS TO  
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Virginia Sears Price,  
Infant.  
Seal's  
Place.

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 December next, to answer the complaint of Ruth F. Price, Guardian to Sterling Foster Price and Virginia Sears Price, infants, and C. Carroll Barcus against you in said Court exhibited.

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

WITNESS, The Honorable William Mason Shehan, Chief Judge of our said Court, the 1st Monday of November 1935.  
Issued the 6th day of November 1935.

William H. Carter Clerk

Harper and Horney  
Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of December next, being the Return Day.

WILLIAM H. CARTER Clerk

And on the back of the foregoing subpoena was thus endorsed, to wit:

I HEREBY CERTIFY that I served the within subpoena upon Virginia Sears Price, infant, by reading the same to her and by leaving a copy thereof with Ruth F. Price, her mother and legal guardian, this 11 day of November, 1935:

T. H. Everett  
Sheriff for Queen Anne's County.

Filed Nov. 12th, 1935.

PETITION FOR APPOINTMENT OF A  
GUARDIAN AD LITEM  
Filed May 29, 1936.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fants, and  
C. CARROLL BARCUS,  
Plaintiffs,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants,  
Defendants.

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

Cause No. 3059.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ruth F. Price, Guardian to Sterling Foster Price and Virginia Sears Price, infants, and C. Carroll Barcus, Plaintiffs, in the above entitled cause, unto your Honors, respectfully sets forth:



1. That as will appear by reference to the Bill of Complaint filed in this cause, the Defendants to said Bill of Complaint, to wit: Sterling Foster Price and Virginia Sears Price, are infants under the age of twenty one years.

2. That the writs of subpoena heretofore issued in this cause against the said Sterling Foster Price and Virginia Sears Price, infants, have been duly served according to law upon the said infants as will appear from the returns of the Sheriffs of Queen Anne's County and Baltimore County endorsed on the said writs of subpoena and filed in this cause on the 12th day of November, 1935, and the 14th day of November, 1935, respectively.

3. That your Petitioners are advised that because of the infancy of the said Sterling Foster Price and Virginia Sears Price it is necessary that a Guardian Ad Litem be appointed by this Honorable Court, to answer and defend this suit for the said infants.

Your Petitioners, therefore, pray this Honorable Court to pass an order appointing some suitable person within the jurisdiction of this Court Guardian Ad Litem for the said Sterling Foster Price and Virginia Sears Price, infants, with instructions to said Guardian Ad Litem to answer and defend the said suit for said infants.

Respectfully submitted,

HARPER & HORNEY  
Solicitors for Petitioners.

Filed May 29th, 1936.

ORDER OF COURT  
Filed June 1st, 1936.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this first day of June, 1936, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Hilda T. Seward, of Queen Anne's County, State of Maryland, be and she is hereby appointed Guardian Ad Litem of Sterling Foster Price and Virginia Sears Price, infants, with instructions to her to answer and defend the suit instituted against the said infants by the Bill of Complaint filed in the above entitled cause.

THOS. J. KEATING

Filed June 1st, 1936.

ANSWER OF GUARDIAN AD LITEM  
Filed June 1st, 1936.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fants, and  
C. CARROLL BARCUS,  
Plaintiffs,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants,  
Defendants.

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

Cause No. 3059.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Sterling Foster Price and Virginia Sears Price, infants under the age of twenty one years, by Hilda T. Seward, their Guardian Ad Litem, to the Bill of Complaint of Ruth F. Price, Guardian to Sterling Foster Price and Virginia Sears Price, infants, and C. Carroll Barcus, exhibited against them in the above entitled cause, says:

That these Defendants cannot admit any of the matters and things alleged in said Bill of Complaint, and being infants of tender years, submit their rights to the protection of this Honorable Court.

HILDA T. SEWARD  
Guardian Ad Litem

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

I HEREBY CERTIFY that on this 1st day of June, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Hilda T. Seward, the above named Guardian Ad Litem for Sterling Foster Price and Virginia Sears Price, infants, and made oath in due form of law that the matters and things stated in the foregoing ANSWER are true to the best of her knowledge and belief.

WILLIAM H. CARTER  
Clerk

NOTICE TO EXAMINER TO TAKE  
TESTIMONY  
Filed June 1st, 1936.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fants, and  
C. CARROLL BARCUS,  
Plaintiffs,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants,  
Defendants.

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

Cause No. 3059.

TO H. B. W. MITCHELL, EXAMINER FOR THE COURT:

You are hereby notified that the Plaintiffs in this cause desire to take testimony in support of the allegations contained in the Bill of Complaint filed therein, and that a time be set by you for the same.

HARPER & HORNEY  
Solicitors for Plaintiffs.

TESTIMONY  
Filed June 5, 1936.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fants, and  
C. CARROLL BARCUS,  
Plaintiffs,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants,  
Defendants.

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

Cause No. 3059.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitors for the Plaintiffs having notified the subscriber, one of the regular examiners for this Honorable Court, of their desire to take testimony in this case, your examiner did attend, on the 4th day of June, 1936, in the law offices of Harper and Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 2 o'clock, P. M., and proceeded to take the following testimony, there being present William R. Horney, of the law firm of Harper and Horney, solicitors for the Plaintiffs, Ruth F. Price, one of the Plaintiffs, and Hilda T. Seward, Guardian Ad Litem for Sterling Foster Price, infants, and proceed to take the following testimony, to wit:

Ruth F. Price, the first witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Horney:

- Q. 1. State your name, age, residence and occupation.  
A. Ruth F. Price, 40, Centreville, Maryland. I have no occupation.
- Q. 2. Are you one of the Plaintiffs in this case?  
A. Yes, I am.
- Q. 3. Do you know all of the parties to this suit?  
A. Yes, I do. C. Carroll Barcus, and myself, as Guardian, are the Plaintiffs and my two children, Sterling Foster Price and Virginia Sears Price, are the Defendants.

- Q. 4. What legal relationship, if any, do you bear to Sterling Foster Price and Virginia Sears Price?
- A. I am their legal Guardian duly appointed by the Orphan's Court of Queen Anne's County, Maryland. I qualified as such on the 21st day of January, 1930.
- Q. 5. Mrs. Price I hand you a paper marked "Exhibit A". Will you please look at it and state what it is?
- A. This is a certified copy of my appointment as Guardian of Sterling Foster Price and Virginia Sears Price, infants.  
NOTE: At this point the above mentioned paper was offered in evidence, and was marked by your examiner "Examiner's Exhibit A").
- Q. 6. State whether or not the said infants own any real estate?
- A. Yes, they do. Several parcels.
- Q. 7. Do they own a tract of land or farm known as the "Barcus Farm" situate in the Sixth Election District of Queen Anne's County, Maryland, on the public road leading from Starr to Ruthsburg, by way of the "Simpson Farm" of Charles A. Busted, and containing 130 acres?
- A. They do.
- Q. 8. How did they acquire title to it?
- A. By deed from William R. Horney, Assignee of the mortgage from William R. Schuyler and wife, to them, bearing date the 20th day of December, 1930, and recorded in Liber B. H. T. No. 12, folios 219, etc., a land record book for Queen Anne's County, Maryland.
- Q. 9. Mrs. Price I hand you a paper marked "Exhibit B". Will you please look at it and state what it is?
- A. This is a certified copy of the deed of which I have just testified.
- Q. 10. What have you to say with regard to this farm as to its ability to produce income?
- A. It produces no net income. As a matter of fact it takes all of the gross rents to pay the taxes, insurance and such minor repairs as I have been able to make.
- Q. 11. What have you to say with regard to the present state of the buildings and fencing?
- A. They are in a very poor state of repair. As a matter of fact some of them are about to fall down. It would take a great deal of money to put such buildings and fencing in a paper state of repair. And the financial status of the guardianship funds will not permit of this without sacrificing some of its present investments.
- Q. 12. In your opinion, would it be for the benefit and advantage of the said infants to sell said farm for a fair price and invest the proceeds therefrom in some productive fund? Give your reasons for your answer?
- A. It would most certainly be to their interest and advantage. I say this because I have been absolutely unable to rent the farm to a dvantage and for enough money rent to pay the expenses of repair and insurance and the payment of the taxes. I was forced to rent it for a money rent because I was unable to secure a desirable tenant on a crop basis owing to the condition of the buildings and fencing.
- Q. 13. Mrs. Price I hand you a paper makred "Exhibit C". Will you please look at it and state what it is?
- A. This is the original of the contract of sale between myself, as Guardian, and C. Carroll Barcus, for the sale of the farm to him, at and for the sum of \$2,500.00, which was entered into by us on October 30th, 1935, subject to the approval of this Court.
- Q. 14. Do you consider that the ratification of this sale by the Court would be to the interest and advantage of said infants?
- A. I certainly do.
- Q. 15. Do you consider the sale price of \$2,500.00 to be a fair price for said land? Why?
- A. I do. Because I am confident that it would not bring as much at public sale. As a matter of fact if Mr. Barcus did not want to purchase it I do not believe that we would be able to obtain a bid on it.
- Q. 16. State whether or not, in your opinion, Mr. Barcus is able to comply with the terms of sale as set forth in the contract of sale?
- A. Yes, I am sure he is.
- Q. 16. State whether or not Mr. Barcus is an adult and where is his residence.
- A. He is an adult. He resides in Queen Anne's County, Maryland.
- Q. 17. State whether or not Sterling Foster Price and Virginia Sears Price are infants. And where are their present residences.
- A. Yes, they are both infants under the age of 21 years. Foster is at present at the McDonough School in Baltimore County. I expect him home, however, on Saturday of this week, June 6th. Virginia is at present residing with me in Queen Anne's County.

(NOTE: At this point the above mentioned papers marked "Exhibits B and C" were offered in evidence, having previously been overlooked and they were marked by your examiner "Examiner's Exhibit B and C", respectively).

## EXAMINER'S SPECIAL:

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 any 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 in your answer?

No.

RUTH F. PRICE

Howard E. Price, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Horney:

- Q. 1. State your name, age, residence and occupation.  
 A. Howard E. Price, 66, Centreville, Maryland. Insurance broker.
- Q. 2. Do you know the parties to this suit?  
 A. Yes I know all of them very well.
- Q. 3. Do you know who owns the farm called "The Barcus Farm" near Starr and containing 130 acres of land?  
 A. Yes, I do. Sterling Foster Price and Virginia Sears Price.
- Q. 4. Do you know the farm well enough to testify as to its value?  
 A. Yes, I do.
- Q. 5. Mr. Price, Ruth F. Price, as Guardian for Sterling Foster Price and Virginia Sears Price, who are infants, has entered into a contract of sale with C. Carroll Barcus to sell him this farm for \$2,500.00. State whether or not you consider this to be a fair price and whether or not it would be to the interest and advantage of the said infants to make this sale? Give your reasons.  
 A. I consider the price to be very fair. And it would certainly be to their interest and advantage considering the condition of the buildings and fencing and the farm's ability to produce crops to sell it and invest the proceeds in some other productive fund. I have a farm more productive, in a better condition, the buildings in a better state of repair and more suitably located and which I consider to be worth more than this farm that I would be willing to sell for considerable less.

## EXAMINER'S SPECIAL:

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 any 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 in your answer?

A. No sir, I do not.

HOWARD E. PRICE

Charles M. West, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Horney:

- Q. 1. State your name, age, residence and occupation.  
 Charles M. West, 69, Centreville, Maryland. Retired.
- Q. 2. Do you know all of the parties to this suit?  
 A. Yes, I do.
- Q. 3. Do you know the tract of land or farm known as the "Barcus Farm" situate in the Sixth Election District of Queen Anne's County, Maryland, on the public road leading from Starr to Ruthsburg, by way of the "Simpson Farm" of Charles A. Busteed, and containing 130 acres of land, more or less.  
 A. Yes, I know it.
- Q. 4. Do you know it well enough to testify as to its value? And who are its present owners.  
 A. Yes, I know it well enough to testify as to its value. It is owned by Sterling Foster Price and Virginia Sears Price, the infant children of the late E. Sterling Price, deceased. Their mother had to buy it for them under a mortgage foreclosure sale.
- Q. 5. Do you know what its ability to produce income is?  
 A. Yes, very poor. The land is poor, needs lime, and generally is not very productive except under the hands of an expert farmer. It has not been possible lately to secure a tenant on a crop basis who is an expert farmer.
- Q. 6. Do you know what is the present state of the buildings and fencing?  
 A. Yes, they are in a terrible state of repair. It would cost a great deal to place them in a proper state of repair.

Q. 7. In your opinion, would it be for the benefit and advantage of the said infants to sell said farm for a fair price and invest the proceeds therefrom in some other productive fund?

A. Yes. I certainly do. I say this because I am sure that the farm is not producing enough money rents to meet the taxes, insurance and necessary repairs. And the buildings and fencing, being in a bad state of repair, it would take considerable to restore them. The Money for this would have to come from some other source than from the rents of this farm.

Q. 8. Mr. West, Ruth F. Price, as Guardian for her infant children, has entered into a contract of sale with C. Carroll Barcus to sell this farm for \$2,500.00. Do you consider that the ratification of this sale by the Circuit Court for Queen Anne's County in Equity would be to the interest and advantage of said infants?

A. I certainly do. The net proceeds from such a sale will produce a great deal more income than the farm in its present condition can possibly produce. Besides, a large sum is now necessary for repairs as I have already stated. And as to the price of \$2,500.00, I consider this a very good sale price at this time. If it were offered at public sale and Mr. Barcus was not interested I am sure no bids would be made on it greater than the sum of \$2500.00. As a matter of fact, I doubt very much that any bids would be received at any price.

Q. 9. Do you consider Mr. Barcus capable of complying with the terms of the contract of sale? I hand you the original copy of the contract so that you may inform yourself of its contents before you answer.

A. Yes, I do.

EXAMINER'S SPECIAL:

Do you know or can you state any other matter of thing which may be of benefit or advantage to the parties to this cause, or any 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 in your answer?

No.

CHARLES M. WEST

There being no further witnesses to be examined and the solicitors for the Plaintiffs desiring no further time for the production of testimony and the Guardian Ad Litem desiring to produce no testimony, she being satisfied with the testimony as produced by the Plaintiffs, your examiner respectfully makes his return, and certified that he was engaged with such examination two days and examined three witnesses, making costs chargeable as follows, to wit:

H. B. W. Mitchell, Examiner,----- \$8.00

Witness Fees:

Ruth F. Price,-----\$ .75  
Howard E. Price,----- .75  
Charles M. West,----- .75      2.25

TOTAL,-----\$10.25

H. B. W. MITCHELL  
Examiner.

EXAMINER'S EXHIBIT A  
Filed June 4, 1936 with Examiner  
and filed in this office June 5, 1936

STATE OF MARYLAND,

Queen Anne's County, to wit:

I, Norman S. Dudley, 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 21st day of January A. D., nineteen hundred and thirty that Ruth F. Price was appointed Guardian of Sterling Foster Price and Virginia Sears Price, infant children of E. Sterling Price, late of Queen Anne's County, deceased, after she had entered into bond with approved security for the due performance thereof, according to law, and after she had taken the oath by law required of her.

In Testimony Whereof, I Norman S. Dudley Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the Seal of the Orphans' Court for Queen Anne's County, this 2nd day of November-nineteen hundred and thirty five.

Seal's  
Place.

NORMAN S. DUDLEY  
Register of Wills for Queen  
Anne's County.

EXAMINER'S EXHIBIT B

Filed with the Examiner  
June 4, 1936, and filed in  
this Office June 5, 1936.

.....

#14,700. QUEEN ANNE'S COUNTY, TO WIT:  
Be it remembered that on the twenty ninth day of December, in the year nineteen hundred and thirty, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twentieth day of December, in the year nineteen hundred and thirty, by William R. Horney, of Queen Anne's County, State of Maryland, Assignee of mortgage and Vendor;

WHEREAS, by virtue and in execution of the power of sale contained in the mortgage from William R. Schuyler and Julia A. Schuyler, his wife, to Richard T. Earle, bearing date the 22nd day of October, 1918, and recorded in Liber J. F. R. No. 1, folios 292, etc., a land record book for Queen Anne's County aforesaid, which said mortgage was by mesne assignments duly assigned to the said William R. Horney, which said assignments of said mortgage are recorded among said land records at the foot of said mortgage, the said William R. Horney, As Assignee of said mortgage as aforesaid, after default had occurred under the said mortgage and after due public notice of sale, and after having filed his bond in the Circuit Court for Queen Anne's County in Equity, did, on the 6th day of September, 1930, sell at public sale the real estate hereinafter described and conveyed, being all the real estate mentioned in and granted by said mortgage, unto Sterling Foster Price and Virginia Sears Price, infants, of Queen Anne's County aforesaid, by and through Ruth F. Price, their legal Guardian, acting on their behalf, they being then and there the highest bidder therefor, at and for the sum of Thirty Eight Hundred Dollars (\$3,800.00), and the said sale, having been reported to the said Circuit Court for Queen Anne's County in Equity, in the cause in said Court entitled "William R. Horney Assignee of Mortgage, vs. William R. Schuyler and Julia A. Schuyler, his wife, Mortgagors", being Cause No. 2834 on the Chancery Docket of said Court, was by the said Court, after order nisi and the due publication thereof, finally ratified and confirmed by its order passed in said cause on the 14th day of November, 1930;

AND WHEREAS, the said Sterling Foster Price and Virginia Sears Price having fully paid the said purchase money thereof, are entitled to a deed of conveyance of the said real estate;

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and of the said sum of Thirty Eight Hundred Dollars (\$3,800.00), the receipt of which is hereby acknowledged, the said William R. Horney, Assignee of Mortgage and Vendor, does hereby grant and convey unto the said Sterling Foster Price and Virginia Sears Price, as tenants in common, their heirs and assigns, in fee simple, the following described real estate (being the real estate sold unto them as aforesaid) and all the right, title, interest and estate therein of all the parties to the aforesaid mortgage and to the aforesaid Chancery Cause No. 2834, to wit:

ALL that tract of land or farm composed of two tracts formerly known as "The Downes' Farm" and a part of the tract called "Margartholm", now (or recently) known as the "Barcus Farm", or by whatsoever other name or names the same may be called or known, situate in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Starr to Ruthsburg, by way of the "Simpson Farm" of Charles A. Busted, adjoining the lands of Alge Neighbors, the lands of Isaac Dolby, the lands of Vachel Downes and the said "Simpson Farm" of Charles A. Busted, and the lands of others, containing one hundred and thirty (130) acres of land, more or less; being the same and all of the land described in and granted by the aforesaid mortgage, and being the same land which was granted and conveyed unto the said William R. Schuyler and Julia A. Schuyler, his wife, as tenants by the entireties, by Richard T. Earle and Cora B. Earle, his wife, by deed bearing date the 22nd day of October, in the year nineteen hundred and eighteen, and recorded in Liber J. F. R. No. 1, folios 290, etc., a Land record book for Queen Anne's County aforesaid, to which said deed and mortgage and the references therein contained reference is hereby made for a more particular description of said land.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

WITNESS the hand and seal of the said Grantor, the day and year first above written:

WILLIAM R. HORNEY (SEAL)  
Assignee of Mortgage and Vendor.

TEST:  
HILDA T. SEWARD

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

I HEREBY CERTIFY that on this twentieth day of December, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William R. Horney, Assignee of Mortgage and Vendor, and acknowledged the foregoing DEED to be his act.

IN TESTIMONY WHEREOF, I have hereunto subscribe my name and affixed my notarial seal, the day and year last above written:

HILDA T. SEWARD  
Notary Public.

Notary  
Public  
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 12, folios 219, etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this fourth day of November, in the year nineteen hundred and thirty five.

Seal's  
Place.

WILLIAM H. CARTER Clerk

EXAMINER'S  
EXHIBIT C  
Filed with Examiner June 4, 1936,  
and filed in this Office  
June 5, 1936.

THIS CONTRACT OF SALE, made this 30th day of October, 1935, by and between Sterling Foster Price and Virginia Sears Price, infants, by Ruth F. Price, their mother and legal Guardian, all of Queen Anne's County, State of Maryland, parties of the first part, and C. Carroll Barcus, of Queen Anne's County, party of the second part;

WHEREAS, the said Sterling Foster Price and Virginia Sears Price, infants, are seized and possessed in fee simple, in equal shares, as tenants in common, among other real estate, of a tract of land or farm hereinafter fully described;

AND WHEREAS, the said tract of land or farm is now, and for some time past, has been producing no net income, and the buildings and fencing thereon, being in a poor state of repair, a large outlay of money for repairs is needed in order to put the same in a proper state of repair;

AND WHEREAS, it is deemed by said Ruth F. Price, Guardian as aforesaid, to be for the benefit and advantage of said infants to sell the said real estate, and to invest the proceeds thereof in some productive fund for their benefit;

AND WHEREAS, the said Guardian, so as aforesaid deeming it to be for the benefit and advantage of said infants to sell the said real estate, has agreed to sell unto the said C. Carroll Barcus, at and for the sum of Twenty Five Hundred Dollars (\$2,500.00), upon the terms and conditions hereinafter set forth, all that tract of land or farm described as follows, to wit:

ALL that tract of land or farm composed of two tracts formerly known as "The Downes Farm" and a part of the tract called "Margaretholm", now (or recently) known as the "Barcus Farm", or by whatsoever other name or names the same may be called or known, situate in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Starr to Ruthsburg, by way of the "Simpson Farm" of Charles A. Busted, adjoining the lands of Alge Neighbors, the lands of Isaac Dolby, the lands of Vachel Downes and the said "Simpson Farm" of Charles A. Busted, and the lands of others, containing 130 acres of land, more or less; being the same land which was granted and conveyed unto the said Sterling Foster Price and Virginia Sears Price, as tenants in common, by William R. Horney, Assignee of Mortgage and Vendor, by deed bearing date the 20th day of December, 1930, and recorded in Liber B. H. T. No. 12, folios 219, etc., a Land record book for Queen Anne's County aforesaid.

NOW, THEREFORE, in consideration of the said sum of Twenty Five Hundred Dollars (\$2,500.00), to be paid as hereinafter set forth, the said Ruth F. Price, Guardian as aforesaid, for and in behalf of the said Sterling Foster Price and Virginia Sears Price, infants, does hereby agree to sell unto the said

C. Carroll Barcus, and the said C. Carroll Barcus does hereby agree to purchase from the said infants, subject to the approval and ratification of such sale by the Circuit Court for Queen Anne's County in Equity, the tract of land or farm hereinbefore described.

The aforesaid sum of Twenty Five Hundred Dollars (\$2,500.00) is to be paid as follows: One Hundred Dollars (\$100.00) thereof to be paid in cash upon the execution and delivery of this contract of sale, and the balance thereof, to wit: the sum of Twenty Four Hundred Dollars (\$2,400.00) is to be paid in cash upon the final ratification of the sale (under this contract of sale) by the said Circuit Court for Queen Anne's County in Equity. Possession of said real estate to be given on the 1st day of January, 1936.

The vendors to pay all taxes (including taxes for the year 1935) now due and/or in arrears, if any, on the aforesaid real estate and all premiums for fire insurance covering the buildings on said real estate are to be adjusted as of the said 1st day of January, 1936.

The chancery proceeding to procure the ratification of this sale by the said Circuit Court for Queen Anne's County in Equity shall be brought in the name of Ruth F. Price, Guardian to Sterling Foster Price and Virginia Sears Price, infants, and C. Carroll Barcus against the said Sterling Foster Price and Virginia Sears Price, infants.

All costs and expenses incident to the said chancery proceeding, including the usual commissions allowed Trustees for selling real estate under a decree of the Circuit Court for Queen Anne's County in Equity, shall be borne by the vendors and shall be deducted from the proceedings of sale.

And it is understood that William R. Horney, of Queen Anne's County aforesaid, shall receive the initial payment of One Hundred Dollars (\$100.00) and deposit the same to his credit as Trustee in the case of "Price vs. Price", in The Centreville National Bank of Maryland, subject to the future order of the said Circuit Court for Queen Anne's County in Equity.

WITNESS the hands and seals of the parties hereto, executed in duplicate, the day and year first above written:

TEST: (as to all parties).

WM. R. HORNEY

STERLING FOSTER PRICE,

by Ruth F. Price (SEAL)  
His mother and legal  
Guardian.

VIRGINIA SEARS PRICE,

By RUTH F. PRICE (SEAL)  
Her mother and legal  
Guardian.

Vendors.

C. CARROLL BARCUS (SEAL)  
Purchaser.

DECREE

Filed June 17, 1936.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, in-  
fants, and  
C. CARROLL BARCUS,  
Plaintiffs,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants.  
Defendants.

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

Cause No. 3059.

DECREE

This cause standing ready for hearing, and being submitted without argument, the Bill of Complaint and other proceedings were read and considered.

It is thereupon, on this 17th day of June, 1936, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that that part of the real estate of Sterling Foster Price and Virginia Sears Price, infants, mentioned and described in these



proceedings be sold, it appearing to the Court that a sale thereof will be to the interest and advantage of said infants, and that Wm. R. Horney, of Queen Anne's County, State of Maryland, be and he is hereby appointed trustee to make said sale.

And it is further adjudged, ordered and decreed as follows:

(a) That before proceeding to make any sale hereunder the said trustee shall first file with the clerk of this Court a bond to the State of Maryland, to be executed by himself, with a surety or sureties thereon to be approved by this Court, or the Clerk thereof, in the penalty of twenty-five hundred Dollars (\$2500.00), if corporate surety be given, and in double that amount if personal surety be given, 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.

(b) That said trustee shall then proceed to sell said real estate at private sale unto C. Carroll Barcus at and for the sum of Twenty Five Hundred Dollars (\$2,500.00); the sum of One Hundred Dollars (\$100.00) having been heretofore paid into the hands of said trustee under the terms of the contract of sale filed among the proceedings in this cause, the balance of said purchase money, to wit: the sum of Twenty Four Hundred Dollars (\$2,400.00) shall be paid upon the final ratification of said sale by this Court without interest.

(c) That as soon as may be convenient after such sale the said trustee shall return to this Court a full and particular account of said sale, with an affidavit of the truth and fairness thereof annexed, whereupon the Court will pass the usual order nisi without which (and the due publication thereof) the sale hereinbefore directed to be made shall not become final.

(d) That upon the final ratification of said sale by this Court, and upon 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, his heirs and assigns, the real estate so sold to him free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, through or under them.

(e) And the said trustee shall bring into this Court the money arising from said sale to be disposed of under the direction of this Court, after deducting from the said purchase money to be paid him as aforesaid, the costs of this cause and such commissions to the said trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity where-with he shall appear to have discharged his trust.

And it is further adjudged, ordered and decree that if for any reason the sale hereinbefore authorized to be made at private sale shall not be made, then the said trustee before proceeding to make sale of said real estate in any other manner shall first apply to this Court for further direction as to the course and manner of his proceedings.

THOS. J. KEATING

Filed June 17th, 1936.

CERTIFIED COPY OF BOND  
Filed June 17, 1936.

Queen Anne's County, to wit: Be it remembered that on the 17th. day of June, in the year 1936, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, of Queen Anne's County, State of Maryland, as principal, 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 and Five Hundred Dollars (\$2,500.00), current 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, 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 17th day of June, 1936;

WHEREAS, the above bounden William R. Horney has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 17th day of June, 1936, trustee to make sale of the real estate mentioned and described in the cause in said Court entitled "Ruth F. Price, Guardian to Sterling Foster Price and Virginia Sears Price, infants, and C. Carroll Barcus vs. Sterling Foster Price and Virginia Sears Price, infants", being Cause No. 3059 on the Chancery Docket of said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William R. Horney 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 order or decree in the premises, then the above obligation shall

be void; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of:

HILDA T. SEWARD

WILLIAM R. HORNEY (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY,

by WILLIAM R. HORNEY  
Its Attorney-in-Fact.

Corporate  
Seal's  
Place.

ATTEST:

HILDA T. SEWARD

And on the foot of the foregoing Bond was thus endorsed to wit:  
Security approved and Bond filed June 17th, 1936.

Wm. H. Carter, Clerk.

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. 1, folios 4, etc., a Bond Record Book for Queen Anne's County aforesaid.

In testimony whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 17th day of June, in the year nineteen hundred and thirty six.

WILLIAM H. CARTER Clerk.

Seal's  
Place.

REPORT OF SALE  
Filed June 17, 1936.

RUTH F. PRICE, Guardian to  
Sterling Foster Price and  
Virginia Sears Price, infants, and  
C. CARROLL BARCUS,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants.

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

Cause No. 3059.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Sale of the real estate made in this cause by William R. Horney, the trustee appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the decree of this Honorable Court passed on the 17th day of June, 1936, your Trustee filed in this cause a bond in the penalty of Twenty Five Hundred Dollars (\$2,500.00), with corporate surety thereon, which said bond was duly approved by the Clerk of this Court.

2. That thereupon pursuant to said decree your trustee proceeded to sell and sold at private sale the real estate mentioned and described in these proceedings, which is described as follows, to wit:

All that tract of land or farm composed of two tracts formerly known as "The Downes Farm" and a part of the tract called "Margaretholm", now (or recently) known as the "Barcus Farm", or by whatsoever other name or names the same may be called or known, situate in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Starr to Ruthsburg, by way of the "Simpson Farm" of Charles A. Busted, adjoining the lands of Alge Neighbors, the lands of Isaac Dolby, the lands of (or formerly of)

Vachel Downes and the said "Simpson Farm" of Charles A. Busted, and the lands of others, containing 130 acres of land, more or less;

unto C. Carroll Barcus, at and for the sum of Twenty Five Hundred Dollars (\$2,500.00), upon the terms and conditions set forth in the contract of sale mentioned in this cause, which said contract of sale is designated as "Plaintiff's Exhibit C" and is filed herein.

3. That said C. Carroll Barcus has paid unto your trustee the sum of One Hundred Dollars (\$100.00) on account of the purchase price, and your trustee believes that upon the final ratification of this sale by this Court the said C. Carroll Barcus will immediately pay the balance of the said purchase money in cash.

Respectfully submitted,

WILLIAM R. HORNEY  
Trustee.

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

I HEREBY CERTIFY that on this 17th day of June, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Trustee in the above entitled cause, and made oath, in due form of law, that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale was fairly made.

WILLIAM H. CARTER  
Clerk.

Filed June 17th, 1936.

N I S I

Ruth F. Price, Guardian to Sterling Foster Price and Virgia Sears Price, infants and C. Carroll Barcus )  
 ) IN THE CIRCUIT COURT  
 ) FOR QUEEN ANNE'S COUNTY  
VS. )  
 ) IN EQUITY.  
Sterling Foster Price and )  
Virginia Sears Price, infants. ) CHANCERY No. 3059.

ORDERED, This 17th day of June A. D., 1936, that the sale of the real estate made and reported in this cause by William R. Horney, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of August 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 20th day of July next.

The Report states the amount of sales to be \$2500.00.

WILLIAM H. CARTER Clerk.

Filed June 17th, 1936.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed August 21, 1936.

N I S I

RUTH F. PRICE, Guardian to Sterling Foster Price and Virginia Sears Price, Infants and C. Carroll Barcus,

vs.

STERLING FOSTER PRICE, and VIRGINIA SEARS PRICE, infants.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery No. 3059.

ORDERED, This 17th day of June A. D., 1936, that the sale of the real estate made and reported in this cause by William R. Horney, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before



To the Honorable, the Judges of said Court:-

The report of Madison Brown, your auditor, unto Your Honors respectfully sets forth:-

That Sterling Foster Price and Virginia Sears Price, infants, were at the time the bill of complaint in this case was filed owners as tenants in common of the land described in the bill of complaint and sold under decree of this cause in equal shares, so that they are now entitled equally to the net proceeds of the sale made under said decree.

That in the annexed account William R. Horney, the trustee appointed to sell said real estate, is charged with the gross sale made by him per his report of sale herein filed and then is thereout allowed as follows:  
His commissions for making the sale per the decree; the court costs of this cause per the statement of the clerk exhibited to your auditor; the cost of his bond per receipted account for same exhibited to the auditor; cost of advertising the several orders nisi of the cause per receipted account for same exhibited to the auditor; and the fee of the auditor.

The amount of the gross sale remaining after these allowances is the amount to which the infants mentioned are entitled and the same by the annexed account is divided and distributed unto them in equal parts.

Which is respectfully submitted.

MADISON BROWN  
Auditor.

September 4, 1936.

Cause No. 3059.

The proceeds of the sale of the real estate of Sterling Foster Price and Virginia Sears Price, infant defendants of this cause, in account with William R. Horney, the trustee appointed by the decree in this cause to sell said real estate.

1936	CR.	
June 17	By the gross amount of said sale per report of sale filed this date, to wit: sum of . . . . .	\$2,500.00
" "	DR.	
	To William R. Horney, said trustee, for his commissions for making the sale per the decree of sale, to wit: . . . . .	\$145.00
	To do., for the court costs of this cause per statement of costs made by the Clerk of the Court as follows, to wit:	
	Cost of W. H. Carter, clerk, . . .	\$28.30
	Appear. fee of Harper & Horney . . .	10.00
	Cost of T. H. Everett, Sheriff. . .	.75
	Cost of J. R. Nicholas, sheriff of Baltimore County, . . . . .	1.70
	Fee of Hilda T. Seward, guardian ad litem of infants . . . . .	4.00
	Cost of N. S. Dudley, Register of Wills . . . . .	.50
	Cost of H. B. W. Mitchell, examiner . . . . .	8.00
	Fees of witnesses before examiner . . . . .	2.25
		55.50
	To do., for the cost of his bond containing corporate surety filed herein, per account for same receipted, exhibited, sum of . . . . .	10.00
	To do., for the cost of advertising in The Centreville Observer, order nisi on sale . . . . . \$ 5.00 order nisi on audit . . . . . <u>3.50</u>	8.50
	per receipted account exhibited.	
	To Madison Brown, auditor, for stating this account, the sum of . . . . .	9.00
		\$228.00
	To balance, being net proceeds of sale, carried forward for distribution . . . . .	2,272.00
		\$2,500.00    \$2,500.00

September 4, 1936.

MADISON BROWN  
Auditor.

Cause No. 3059.

The proceeds of the sale of the real estate of Sterling Foster Price and Virginia Sears Price, infant defendants of this cause, in account with William R. Horney, the trustee appointed by the decree in this cause to sell said real estate.

CR.

DISTRIBUTION.

1936  
June  
17

By balance brought forward for distribution,  
to wit: the sum of . . . . . \$2,272.00

DR.

To Sterling Foster Price, infant, 1/2 of above balance, to wit: . . . . .	\$1,136.00	
To Virginia Sears Price, infant, 1/2 of above balance, to wit: . . . . .	<u>1,136.00</u>	
	\$2,272.00	\$2,272.00

September 4, 1936.

MADISON BROWN  
Auditor.

N I S I R A T I F I C A T I O N . O F A U D I T

Ruth F. Price, Guardian of  
Sterling Foster Price, Virginia  
Sears Price, infants, et al.

vs.

) IN THE CIRCUIT COURT  
 )  
 ) FOR QUEEN ANNE'S COUNTY  
 )  
 ) IN EQUITY  
 )  
 ) CASE No. 3059.  
 )

ORDERED, This 4th day of September in the year nineteen hundred and thirty-six 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 October, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of September, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed September 4th, 1936.

CERTIFICATE OF PUBLICATION OF  
AUDIT NISI  
Filed Oct. 5, 1936.

N I S I R A T I F I C A T I O N . O F A U D I T

RUTH F. PRICE, Guardian of Sterling  
Foster Price, Virginia Sears  
Price, infants, et al.

vs.

STERLING FOSTER PRICE  
VIRGINIA SEARS PRICE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 3059.

ORDERED, This 4th day of September in the year nineteen hundred and thirty-six 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 October, 1936; provided a copy of this order be published once a week in each of two successive weeks before the 26th day of September, 1936, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

True Copy Test:  
WILLIAM H. CARTER, Clerk.  
Filed September 4th, 1936.

THE CENTREVILLE OBSERVER

Centreville, Md., October 5, 1936

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Ruth F. Price, Guardian of Sterling Foster Price, Virginia Sears Price, infants, et al. vs. Sterling Foster Price, Virginia Sears Price 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, oncd a week for two successive weeks the first publication thereof having been made in said newspaper on the 3rd day of September, 1936, being more than two weeks before the 26th day of September, 1936.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By Evelyn Connolly

Clerk's Certificate

Ruth F. Price, Guardian to Sterling Foster Price and Virginia Sears Price, Infants and C. Carroll Barcus

vs.

Sterling Foster Price and Virginia Sears Price, Infants.

In the Circuit Court

for

Queen Anne's County,

in Equity.

Chy. No. 3059.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 4th day of September, 1936, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and seal of the Circuit Court for Queen Anne's County affixed this 5th day of Oct., 1936.

Seal's Place.

WILLIAM H. CARTER Clerk

PETITION OF GUARDIAN Filed Oct. 7, 1936.

RUTH F. PRICE, Guardian of STERLING FOSTER PRICE and VIRGINIA SEARS PRICE, infants, and C. CARROLL BARCUS,

vs.

STERLING FOSTER PRICE and VIRGINIA SEARS PRICE, infants.

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

Cause No. 3059.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ruth F. Price, guardian of Sterling Foster Price and Virginia Sears Price, infants, unto your Honors, respectfully shows:

- 1. That on the 21st day of January, 1930, your petitioner was appointed guardian of Sterling Foster Price and Virginia Sears Price, infants, by the Orphans' Court of Queen Anne's County and qualified as such, as will appear by reference to the certificate of appointment, marked "Exhibit A", filed among the proceedings in this case.
2. That on the said 21st day of January, 1930, your petitioner filed her bond as such guardian in the penalty of Forty Five Thousand Dollars (\$45,000.00), with corporate surety, which said bond was duly approved by the Orphans' Court of Queen Anne's County, as will appear by reference to the certificate of the Register of Wills for Queen Anne's County, marked "Petitioner's Exhibit No. 1", filed herewith as a part hereof, which said bond is still in force.

3. That at present there is in the hands of your petitioner, belonging to this guardianship estate, the sum of Twenty Eight Thousand Thirty One Dollars and Ninety Five Cents (\$28,031.95).

4. That in the report and account of the auditor filed among the proceedings in this cause, there is awarded and allotted unto the said Sterling Foster Price, infant, the sum of Eleven Hundred and Thirty Six Dollars (\$1,136.00), and unto the said Virginia Sears Price, infant, the sum of Eleven Hundred and Thirty Six Dollars (\$1,136.00).

5. That your Petitioner is advised that she is entitled to have said sums of money paid into her hands as guardian of the said infants.

Your Petitioner, therefore, prays this Honorable Court, in its order ratifying and confirming said report and account of the auditor to authorize, direct and empower William R. Horney, the trustee in this cause, to pay over said sums of money into the hands of your petitioner as guardian upon the execution by her of a release duly executed agreeably to law.

And as in duty bound, etc.,

RUTH F. PRICE  
Guardian of Sterling Foster Price  
and Virginia Sears Price, infants.

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

I HEREBY CERTIFY that on this 7th day of October, 1936, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Ruth F. Price, Guardian of Sterling Foster Price and Virginia Sears Price, infants, 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 her knowledge and belief.

WM. H. CARTER  
Clerk.

Filed Oct. 7th, 1936.

PETITIONER'S EXHIBIT No. 1  
Filed Oct. 7, 1936.

IN RE GUARDIANSHIP OF  
STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE,  
INFANTS.

In the Orphans' Court of  
Queen Anne's County.

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I, Norman S. Dudley, the Register of Wills for Queen Anne's County, State of Maryland, do hereby certify as follows:

1. That Ruth F. Price, of Queen Anne's County aforesaid, the mother of Sterling Foster Price and Virginia Sears Price, infants, is the duly qualified guardian of said infants under the appointment of the Orphans' Court of Queen Anne's County aforesaid.

2. That the said Ruth F. Price duly filed her bond as such guardian in the penalty of Forty Five Thousand Dollars (\$45,000.00), with corporate surety, to wit: the United States Fidelity and Guaranty Company, which said bond was duly approved by the Orphans' Court of Queen Anne's County and is now of record in my office and is still in force.

3. That the sum of Thirty Seven Thousand Two Hundred Forty Two Dollars and Two Cents (\$37,242.02) came into the hands of said guardian of which said sum there still remains in her hands the sum of Twenty Eight Thousand Thirty One Dollars and Ninety Five Cents (\$28,031.95).

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of my office, this 6th day of October, 1936.

NORMAN S. DUDLEY  
Register of Wills.

Seal's  
Place.



ORDER OF COURT  
Filed October 23, 1936.

RUTH F. Price, Guardian of  
STERLING FOSTER PRICE,  
VIRGINIA SEARS PRICE,  
infants, and  
C. CARROLL BARCUS,

vs.

STERLING FOSTER PRICE and  
VIRGINIA SEARS PRICE, infants.

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

Cause No. 3059.

FINAL RATIFICATION OF AUDIT

ORDERED, this 23rd day of October, in the year nineteen hundred and thirty six, 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 as directed by the previous Order of Ratification Nisi passed therein in this cause; and the Trustee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustee; and, upon the petition of Ruth F. Price, guardian of Sterling Foster Price and Virginia Sears Price, infants, heretofore filed in this cause, the said Trustee is hereby authorized, directed and empowered, to pay over into the hands of the said Ruth F. Price, guardian as aforesaid, the sums of money awarded and allotted to said infants in the said within and foregoing report and account of the auditor, upon the delivery to him by the said Ruth F. Price, guardian as aforesaid, of a release or releases duly executed agreeably to law.

THOS. J. KEATING

Filed October 23rd, 1936.



CAUSE No. 2993.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Seventh day of May, in the year nineteen hundred and thirty four, the following Order to Docket Suit was filed for record, to wit:-

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

J. THOMAS NICKERSON and  
ETHEL R. NICKERSON, his wife,  
Mortgagors.

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

Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from J. Thomas Nickerson and Ethel R. Nickerson, his wife, to Mollie G. Busted, bearing date the 1st day of June, 1923, and of the assignments thereof, by mesne assignments, to William R. Horney, said mortgage and assignments being recorded in Liber J. F. R. No. 10, folios 505, etc., a land record book for Queen Anne's County, State of Maryland.

This suit to be docketed as aforesaid is for the foreclosure of the above described mortgage under the power of sale contained therein default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

AND as in duty bound, etc.,

WM. R. HORNEY  
Assignee of Mortgage.

CERTIFIED COPY OF MORTGAGE  
Filed May 7, 1934.

.....  
#9976. QUEEN ANNE'S COUNTY, TO  
WIT: Be it remembered that on the first day of June, in the year nineteen hundred and twenty three, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this first day of June in the year nineteen hundred and twenty three by J. Thomas Nickerson and Ethel R. Nickerson, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said J. Thomas Nickerson and Ethel R. Nickerson, his wife are justly indebted unto Mollie G. Busted of County and State aforesaid in the full sum of THIRTY FIVE HUNDRED DOLLARS (\$3,500.00) for money this day loaned unto them for the purpose of completing the purchase price on the hereinafter described tract of land; and whereas it is agreed by and between the parties to this mortgage that the said principal sum shall be fully repaid with interest thereon, said interest being payable semi-annually accounting from this date, at the rate of of six per centum per annum, at the expiration of three years from this date; and it is further agreed that the said mortgage will accept, and the said mortgagors do hereby covenant to pay, each six months from the date of these presents at least five hundred dollars on the said principal debt as well as and in addition to the interest on the entire debt, but as each installment of five hundred dollars is paid and the mortgage so reduced then the interest will be proportionately reduced.

And whereas it was a condition precedent to the making of this loan that these presents should be executed to secure the payment of same.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES, and the sum of one dollar the said J. Thomas Nickerson and Ethel R. Nickerson, his wife, do hereby grant and convey unto Mollie G. Busted, her 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, known as the "Devorix Farm" or by whatsoever other names the same may be known by, adjoining the lands of B. Clay Coppage, G. Vickers Hollingsworth, et al, and containing one hundred and seven acres of land, more or less; this being the same land that by deed dated 22nd. day of March, 1923, was conveyed unto the said J. Thomas Nickerson by Thomas J. Keating and James T. Earle, Assignees' and Vendors', said deed being intended to be recorded among the land records for County and State aforesaid, immediately preceding these presents.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging, or in any wise 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 J. Thomas Nickerson and Ethel R. Nickerson, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said Mollie G. Busted, her executors, administrators or assigns, the aforesaid sum of Thirty 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 J. Thomas Nickerson and Ethel R. Nickerson, their heirs and assigns shall possess said property.

AND the said J. Thomas Nickerson and Ethel R. Nickerson, his wife, 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 Mollie G. Busted her 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, her 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 Mollie G. Busted, her executors, administrators or assigns, or JAMES T. EARLE her 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 J. Thomas Nickerson and Ethel R. Nickerson, his wife, 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 Mollie G. Busted 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 J. Thomas Nickerson and Ethel R. Nickerson his wife for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the said Mortgagors.

Test:

J. Wilbur Stafford

J. Thomas Nickerson (SEAL)

ETHEL R. NICKERSON (SEAL)

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

I hereby certify that on this first day of June, in the year nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for County aforesaid personally appeared J. Thomas Nickerson and Ethel R. Nickerson, his wife, and did each acknowledge the foregoing mortgage to be their respective act; and at the same time personally appeared 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 stated, and did further make oath that he is the duly appointed agent of the mortgagee to make this affidavit.

In testimony whereof I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary  
Public  
Seal.

J. WILBUR STAFFORD  
Notary Public.

Queen Anne's County, to wit: Be it remembered that on the 13th day of September, in the year 1933, the following Assignment was brought to be recorded, to wit:

For Value Recieved, and pursuant to an order of the Orphans' Court of Queen Anne's County, Maryland, passed on the 13th day of September, 1933, I, Charles A. Busted, Administrator of Mollie G. Busted, deceased, do hereby transfer and assign the within and aforegoing mortgage unto Charles A. Busted for the amount and to the extent of One Thousand Eighty Three Dollars and Thirty Three Cents (\$1,083.33), (being one-third of the balance due thereon of \$3,250.00), with interest from the 1st day of June, 1932, less a credit of \$4.33, and I, the said Charles A. Busted, Administrator as aforesaid, do hereby transfer and assign the said within and aforegoing mortgage unto J. Wilkinson Busted for the amount and to the extent of Two Thousand One Hundred Sixty Six Dollars and Sixty Seven Cents (\$2,166.67), (being two-thirds of the balance due thereon of \$3,250.00) with interest from the 1st day of June, 1932, less a credit of \$8.71.

Witness my hand and seal, this 13th day of September, 1933.:

TEST: WM. R. HORNEY

CHARLES A. BUSTEED (SEAL)  
Administrator of Mollie G.  
Busted, deceased.

Queen Anne's County, to wit: Be it remembered that on the Seventh day of May, in the year nineteen hundred and thirty four, the following Assignment was brought to be recorded, to wit:-

For value received, we, Charles A. Busted and J. Wilkinson Busted, do hereby transfer and assign the within and aforegoing mortgage unto William R. Horney, for the purpose of collection by foreclosure or otherwise, for the amount and to the extant of the balance due thereunder, to wit: the sum of Thirty Two Hundred and Fifty Dollars (\$3,250.00), with interest from the 1st day of June, 1932, less a credit of Thirteen Dollars and Four Cents (\$13.04):

Witness our hands and seals this 3rd day of May, 1934:

TEST: (As to C. A. B.) HILDA T. SEWARD

CHARLES A. BUSTEED (SEAL)  
J. WILKINSON BUSTEED (SEAL)

TEST: (as to J. W. B.) HENRIETTA A. BUSTEED

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber J. F. R. No. 10, folios 505, etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court this Seventh day of May, in the year nineteen hundred and thirty four.

B. HACKETT TURNER Clerk.

Seal's  
Place.

CERTIFIED COPY OF BOND  
Filed June 1, 1934.

Queen Anne's County, to wit: Be it remembered that on the first day of June, in the year 1934, the following Bond was filed for record, to wit:-

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

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, 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 the State of Maryland in the full and just sum of Thirty Five Hundred dollars (\$3500.00) current 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 1st. day of June, in the year nineteen hundred and thirty four;

WHEREAS, a certain mortgage from J. Thomas Nickerson and Ethel R. Nickerson, his wife, to Mollie G. Busted, bearing date the 1st. day of June, 1923, and recorded in Liber J. F. R. No. 10, folios 505, etc. a land record book for Queen Anne's County aforesaid, has been by masne assignments duly assigned to the said William R. Horney, which said assignments are recorded among said land records at the foot of said mortgage:-

AND WHEREAS, the above bounden William R. Horney, the assignee of said mortgage as aforesaid, 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:-

NOW THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William R. Horney 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:

Hilda T. Seward

Attest: Hilda T. Seward. Seal's Place.

William R. Horney (SEAL)

United States Fidelity and Guaranty Company By William R. Horney Its attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:- Security approved and Bond filed June 1st. 1934. B. Hackett Turner, Clerk.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, fol. 270 etc. a Bond 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 first day of June, in the year 1934.

B. Hackett Turner Clerk.

Seal's Place.

REPORT OF SALE Filed May 29, 1935.

WILLIAM R. HORNEY, Assignee of Mortgage, vs. J. THOMAS NICKERSON and ETHEL R. NICKERSON, his wife, Mortgagors.

Vertical line of circles separating parties.

In the Circuit Court for Queen Anne's County.

Cause No. 2993.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the mortgage from J. Thomas Nickerson and Ethel R. Nickerson, his wife, to Mollie G. Busted, bearing date the 1st day of June, 1923, and recorded in Liber J. F. R. No. 10, folios 505, etc., a land record book for Queen Anne's County, Maryland, respectfully shows:

- 1. That said mortgage was assigned by Charles A. Busted, Administrator of Mollie G. Busted, deceased, unto the said Charles A. Busted for the amount and to the extent of One Thousand Eighty Three Dollars and Thirty Three Cents (\$1,083.33), ( being one-third of the balance due thereon of \$3,250.00), and unto J. Wilkinson Busted for the amount and to the extent of Two Thousand One Hundred Sixty Six Dollars and Sixty Seven Cents (\$2,166.67), (being two-thirds of the balance due thereon of \$3,250.00), by assignment bearing date the 13th day of September, 1933, and recorded among said land records at the foot of said mortgage.
2. That said mortgage was assigned by the said Charles A. Busted and J. Wilkinson Busted unto the said William R. Horney, for the purpose of collection by foreclosure or otherwise, for the amount and to the extent of the balance due thereunder, to wit: the sum of Thirty Two Hundred and Fifty Dollars (\$3,250.00), by assignment bearing date the 3rd day of May, 1934, and recorded among said land records at the foot of said mortgage.

3. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debt secured by said mortgage and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

4. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after giving notice of the time, place and terms of a sale to be held on the 5th day of June, 1934, said Assignee withdrew said advertisement and postponed said sale in order to afford Joseph E. R. Coppage, the owner of the equity of redemption, an opportunity to secure a Federal Farm Loan, which said loan the said Joseph E.R. Coppage, failed to secure.

5. That thereafter, having given bond as aforesaid, and after again giving notice of the time, place and terms of sale by advertisement inserted in The Centreville Observer, a newspaper printed in Queen Anne's County aforesaid, for more than twenty days before the day of sale, said Assignee did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on the 28th day of May, 1935, at 1:30 o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, proceeded to sell the mortgaged property in manner following, that is to say:

Said Assignee offered at public sale to the highest bidder the property granted and conveyed by said mortgage and described as follows, to wit:

ALL that lot, tract, parcel or part of a tract of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, known as the "Devorix Farm", or by whatsoever other names the same may be known by, adjoining the lands of B. Clay Coppage, G. Vickers Hollingsworth and others, and containing 107 acres of land, more or less.

And said Assignee sold an undivided one-third interest of, in and to said above described property to Charles A. Busted for the sum of Five Hundred Dollars (\$500.00) and the remaining undivided two-third interest of, in and to said above described property to J. Wilkinson Busted for the sum of One Thousand Dollars (\$1,000.00), or a total of Fifteen Hundred Dollars (\$1,500.00) for the entire above described property, they being at that sum the highest bidders therefor, the terms of sale, (in addition to those advertised, as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), being as follows, to wit:

(a) That possession would be given upon the ratification of the sale by the Court, subject to the tenancy of the present tenant thereof, the purchaser to notify said tenant to quit in the event he desired him to do so; the landlord's share of all crops then pitched, planted or growing on said property to pass to the purchaser.

(b) That all taxes of whatsoever kind and nature then due and in arrear would be payable by the Assignee; the taxes for the current year to be paid by the purchaser.

(c) That, there being no fire insurance on the buildings on the day of sale, the purchaser would be expected to insure the same immediately for the protection of himself and said Assignee.

(d) And that the cost of all title papers and other expenses incident to the transfer of said mortgaged property to the purchaser would be payable by said purchaser.

4. That the said purchasers have not yet complied with the terms of sale but have agreed to do so by paying, upon demand, into the hands of said Assignee all costs and expenses incident to the foreclosure proceeding, including all taxes due and in arrear, if any, they being the real owners of the aforesaid mortgage.

Respectfully submitted,

WM. R. HORNEY  
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 29<sup>th</sup> day of May, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of the mortgage mentioned and described in the foregoing report of sale, and made oath, in due form of law, that the matters and things stated in the said foregoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WILLIAM H. CARTER  
Clerk.

Filed May 29, 1935.

CERTIFICATE OF PUBLICATION OF  
ADVERTISEMENT OF SALE  
Filed May 29, 1935.

ASSIGNEE'S SALE

of a Valuable

F A R M

Default having occurred in the mortgage from J. Thomas Nickerson and Ethel R. Nickerson, his wife, to Mollie G. Busted, dated June 1st, 1923, and recorded in Liber J. F. R. No. 10, folios 505, etc., a land record book for Queen Anne's County, Maryland, which said mortgage has been, by mesne assignments, duly assigned to William R. Horney, the undersigned, assignee of said mortgage by virtue of the power of sale contained in said mortgage, will 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, MAY 28, 1935 beginning at the hour of 1.30 o'clock, P. M., the property conveyed by said mortgage, to wit:

ALL of the lot, tract, parcel or part of a tract of land, situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as the "Devorix Farm," or by whatsoever other name or names the same may be called or known, and containing 107 acres of land, more or less.

The improvements consist of a dwelling, barns, cow stable, and other outbuildings.

TERMS OF SALE: 1/3 of the purchase price will be required on the day of sale, and the balance will be required in two equal installments, payable, respectively, in 6 and 12 months from day of sale, or all cash, at option of purchaser, all credit payments, if any, to bear interest from day of sale, and to be secured by notes to the satisfaction of the undersigned. Further particulars on day of sale.

WILLIAM R. HORNEY,  
Assignee of Mortgage.  
HARPER and HORNEY, Attorneys,  
J. ELMER ANTHONY, Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md. May 20, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assn. vs. J. Thomas Nickerson and Ethel R. Nickerson, his wife a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 2d. day of May, 1935, being more than twenty days before the 28th day of May, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed May 29, 1935.

N I S I

William R. Horney  
Assignee of Mortgage

VS.

J. Thomas Nickerson and  
Ethel R. Nickerson, his wife,  
Mortgagors.

) IN THE CIRCUIT COURT  
)  
) FOR QUEEN ANNE'S COUNTY  
)  
) IN EQUITY  
)  
) CHANCERY No. 2993.

ORDERED, This 29th day of May A. D., 1935, that the sale of the real estate made and reported in this cause by William R. Horney Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of August 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 2nd. day of July next.

The Report states the amount of sales to be \$1500.00.

WILLIAM H. CARTER Clerk.

Filed May 29th, 1935.

STATEMENT OF MORTGAGE DEBT  
Filed July 23, 1935.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

J. THOMAS NICKERSON and  
ETHEL R. NICKERSON, his wife,  
Mortgagors.

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

Cause No. 2993.

STATEMENT OF MORTGAGE DEBT.

Statement of the principal mortgage debt and interest due as of the day of sale under the mortgage from J. Thomas Nickerson and Ethel R. Nickerson, his wife, to Mollie G. Busted, bearing date the 1st day of June, 1923, and recorded in Liber J. F. R. No. 10, folios 505, etc., a land record book for Queen Anne's County, Maryland, which said mortgage has been, by mesne assignments, duly assigned to the said William R. Horney.

Amount of the principal mortgage debt, being the balance due as of the 28th day of May, 1935, (the day of the sale of the real estate made and reported in this cause), secured by said mortgage attached hereto,----- \$ 3,250.00

Amount of the interest on said principal mortgage debt from the 1st day of June, 1932, to the 1st day of December, 1932,-----=\$ 97.50  
Less a part payment on account,----- 13.04  
\$ 84.46

Amount of the interest on said principal mortgage debt from the 1st day of December, 1932, to the 28th day of May, 1935, (the day of the sale),----- 485.88      570.34

TOTAL amount of the principal mortgage debt and interest as above set forth,----- \$ 3,820.34

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

I HEREBY CERTIFY that on this 23rd day of July, 1935, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the within named Assignee of Mortgage, and made oath in due form of law, that the foregoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

WILLIAM H. CARTER  
Clerk.

Filed July 23rd, 1935.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed August 27, 1935.

N I S I

WILLIAM R. HORNEY,  
Assignee of Mortgage  
vs.

J. THOMAS NICKERSON and  
ETHEL R. NICKERSON, his wife,  
Mortgagors.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Chancery 2993.

ORDERED, This 29th day of May A. D., 1935, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 2nd day of August 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 2nd day of July next.

The Report states the amount of sales to be \$1,500.00.

WILLIAM H. CARTER, Clerk.  
True Copy Test:  
WILLIAM H. CARTER, Clerk.  
Filed May 29th, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md., August 27, 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Wm. R. Horney, Assn. vs. J. Thos. Nickerson and Ethel R. Nickerson his wife 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 first publication thereof having been made in said newspaper on the 30th day of May, 1935, being more than four weeks before the 2d. day of July 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Aug. 27th, 1935.

THE DISTRIBUTION OF CHARLES A BUSTEED,  
ADMINISTRATOR OF MOLLIE G. BUSTEED, DECEASED  
Filed Aug. 29, 1935.

IN RE ESTATE OF  
MOLLIE G. BUSTEED,  
DECEASED.

In the Orphans' Court of  
Queen Anne's County.  
No. 1995.

THE DISTRIBUTION OF CHARLES A. BUSTEED, ADMINISTRATOR OF  
MOLLIE G. BUSTEED, DECEASED.

The said Accountant, Charles A. Busteed, Administrator as aforesaid, charges himself with the balance of the personal estate of the said decedent in his hands for distribution to the distributees of the said Mollie G. Busteed, deceased, as shown by his First and Final Administration Account filed in and ratified by this Court on the date of the filing of this Distribution, to wit: . . . . . \$ 68,219.30

And the aforesaid balance of \$ 68,219.30 is hereby distributed according to law, that is to say:

1. To Charles A. Busteed, surviving husband of Mollie G. Busteed, deceased, is hereby distributed a one-third part of said sum, to wit:

\* \* \* \* \*  
\* \* \* \* \*

The mortgage from J. Thomas Nickerson and wife, for the amount and to the extent of, (being one-third of the balance due of \$3,250.00), . . . . . \$ 1,083.33

\* \* \* \* \*

2. And to J. Wilkinson Busteed, a son of the said Mollie G. Busteed, deceased, is hereby distributed the remaining two-thirds part of said sum, to wit:

\* \* \* \* \*

The mortgage from J. Thomas Nickerson and wife, for the amount and to the extent of, (being two-thirds of the balance due of \$3,250.00), . . . . . 2,166.67

\* \* \* \* \*

NOTE; The foregoing is a Certified Copy of that part of the Distribution relating to the Mortgage from J. Thomas Nickerson and Wife and distributed unto Charles A. Busted and J. Wilkinson Busted.

ORDER OF COURT

The foregoing DISTRIBUTION ACCOUNT of the personal estate of Mollie G. Busted, deceased, having been examined, IT IS ORDERED, this 13th day of September, in the year nineteen hundred and thirty three, by the Orphans' Court of Queen Anne's County, and by the authority of said Court, that the said foregoing DISTRIBUTION ACCOUNT be and the same is hereby approved, ratified and confirmed, and that the distribution of said personal estate be made by Charles A. Busted, Administrator of the said Mollie G. Busted, deceased, in accordance with and in the manner set forth in said DISTRIBUTION ACCOUNT: and the said DISTRIBUTION ACCOUNT is ordered to be filed and recorded.

Henry C. Bowen  
W. Hopper Gibson  
Clayton T. Cann

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of that part of the Distribution of the Personal Estate of Mollie G. Busted, deceased, relating to the distribution of the Mortgage of J. Thomas Nickerson and Wife unto Charles A. Busted and J. Wilkinson Busted which was filed and passed in this office on the 13th day of September, 1933 and recorded in Liber W. T. B. No. 4, folio 504 a Record Book of Administration Accounts in the Orphans' Court for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 3rd day of September, 1935.

Seal's  
Place.

NORMAN S. DUDLEY  
Register of Wills for Queen Anne's  
County, Maryland.

ORDER OF COURT  
Filed Sept. 3, 1935.

FINAL ORDER OF RATIFICATION

ORDERED, this 29th day of August, 1935, 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 William R. Horney, Assignee of Mortgage, and reported in this 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 duly given as required by the preceding order nisi heretofore passed in this cause; and the said William R. Horney, Assignee as aforesaid, is allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOS. J. KEATING

Filed Sept. 3rd, 1935.

REPORT AND ACCOUNT OF THE  
AUDITOR.  
Filed Sept. 13, 1935.

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

William R. Horney,  
Assignee of Mortgage,

vs.

J. Thomas Nickerson and  
Ethel R. Nickerson, his wife,  
Mortgagor.

Cause No. 2993.

To the Honorable, the Judges of said Court:

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

That the proceedings of this cause were instituted and have been conducted for the collection of a mortgage debt under a mortgage given by J. Thomas Nickerson and it appears that the amount arising from the sale of the cause is not sufficient to pay the mortgage debt unpaid on the day of sale in full.

That after the making of the mortgage described in this cause the mortgagor conveyed the mortgaged land unto one Joseph E. R. Coppage subject to the mortgage and that after this conveyance the mortgaged property was assessed for the purpose of taxation in the name of Joseph E. R. Coppage.

That in the within account stated by the Auditor the Auditor has charged William R. Horney, the vendor of the cause, with the gross amount of the sale made by him and then thereout has allowed as follows, to wit:  
 Unto said vendor his commissions for making the sale, the Court costs of the cause, the cost of his bond, the cost of advertising notices of sale and the several orders nisi of the cause, the auctioneer's charges for crying the sale and the state and county taxes levied against Joseph E. R. Coppage as the owner of the mortgaged property for the years 1931, 1933 and 1934 unpaid and in arrears at the time of the sale. Unto the Auditor, his fee.  
 Unto William R. Horney, as assignee of the mortgage, the net proceeds of the sale on account of the mortgage debt due on the day of sale.

The Auditor has stated an account between the mortgagor and the assignee of the mortgage showing the amount due under the mortgage after the application to the debt of the net proceeds of the sale.

Which is respectfully submitted.

MADISON BROWN  
 Auditor.

September 13, 1935.

Filed September 13, 1935.

Cause No. 2993.

The proceeds of the sale of the mortgaged real estate of J. Thomas Nickerson, mortgagor, in account with William R. Horney, assignee of the mortgage described in this cause and vendor selling said real estate under said mortgage.

1935	CR.		
May		By amount of the gross sale of said real estate	
28		per the report of sale filed, to wit: . . . . .	\$1,500.00
<hr/>			
	DR.		
		To William R. Horney, said vendor, for the	
		commissions for making said sale provided	
		for in said mortgage, the sum of . . . . .	\$97.50
		To do., for the Court costs of this cause	
		per statement of the Clerk of Court as	
		follows:	
		Costs of W. H. Carter, clerk, \$18.75	
		Appear. fee of Harper & Horney, 10.00	
		Costs of N.S. Dudley, Reg. of	
		Wills <u>1.50</u>	30.25
		To do., for the cost of his bond filed	
		herein,	
		Paid to corporate surety for 1st year	
		per account with receipt exhibited \$14.00	
		to be paid to said surety for 2nd	
		year, the sum of . . . . .	<u>11.20</u> 25.20
		To do., for the cost of advertising in	
		The Centreville Observer,	
		notice of first sale per account	
		for same receipted, exhibited, . . . \$12.00	
		cost of advertising second sale. . . 11.25	
		cost of advertising order nisi on	
		sale . . . . . <u>3.75</u>	
			<u>\$27.00</u> 27.00
		To do., for the cost of advertising the	
		order nisi to be passed as to this	
		account, the sum of . . . . .	3.50
		To do., for the charges of J.E. Anthony,	
		auctioneer, for crying the sale made,	
		the sum of . . . . .	<u>10.00</u>
		Amounts carried forward . . . . .	<u>\$193.45</u> \$1,500.00

CAUSE No. 2993

	DR.	CR.
By amounts brought forward . . . . .	\$193.45	\$1,500.00
To William R. Horney, vendor as aforesaid, to be paid to the collector of state and county taxes for the use of the State of Maryland and Queen Anne's County the state and county taxes levied against the mortgaged property sold, for year 1931 . . . . .	\$88.95	
for year 1932 . . . . .	78.20	
for year 1933 . . . . .	51.81	
for year 1934 . . . . .	43.29	
a total of . . . . .	\$262.25	262.25
per tax statement of each year exhibited.		
To Madison Brown, auditor, for stating this account, the sum of . . . . .	9.00	
		\$464.70
To William R. Horney, assignee of the mortgage, on account of the mortgage debt due on the day of sale, this balance which is note sufficient to pay said debt in full, to wit:	1,035.30	
	\$1,500.00	\$1,500.00

September 13, 1935.

\_\_\_\_\_  
Auditor.

STATEMENT OF MORTGAGE DEBT.

J. Thomas Nickerson, mortgagor,  
to

William R. Horney,

DR.

1935 May 28,	To amount of the mortgage debt, principal and interest, due and owing on this date under the mortgage from him to Mollie G. Busted dated June 1, 1923, mention- ed and described in the proceedings of this cause, per statement of mortgage debt filed in this cause, to wit: . . . . .	\$3,820.34
CR.	By amount distributed to said assignee above . . . . .	1,035.30
DR.	To balance due bearing interest from May 28, 1935 . . . . .	\$2,785.04

September 13, 1935.

MADISON BROWN  
Auditor.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee of Mortgage,	)	IN THE CIRCUIT COURT
	)	
VS	)	FOR QUEEN ANNE'S COUNTY
	)	
J. Thomas Nickerson and Ethel R. Nickerson, his wife, Mortgagors.	)	IN EQUITY
	)	
	)	CASE No.2993.

ORDERED, This 13th day of September in the year nineteen hundred and thirty-five 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 19 day of October, 1935; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of October, 1935, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk

Filed September 13th, 1935.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT  
Filed October 21, 1935.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY,  
Assignee of Mortgage,  
vs.  
J. THOMAS NICKERSON, and  
ETHEL R. NICKERSON, his wife,  
Mortgagors.

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

Case No. 2993

ORDERED, This 13th day of September in the year nineteen hundred and thirty-five 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 19th day of October, 1935; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of October, 1935, in some newspaper printed and published in Queen Anne's County.

WM. H. CARTER, Clerk  
True Copy Test:  
WM. H. CARTER, Clerk  
Filed Sept. 13, 1935.

THE CENTREVILLE OBSERVER

Centreville, Md., October 21 1935

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee of Mortgage vs. J. Thomas Nickerson, and Ethel R. Nickerson, his wife, 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 two successive weeks the first publication thereof having been made in said newspaper on the 19th day of September, 1935, being more than two weeks before the 11th day of October, 1935.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Clerk's Certificate.

WILLIAM R. HORNEY,  
Assignee

vs.

J. THOMAS NICKERSON, et al.

In the Circuit Court

for

Queen Anne's County,

In Equity, Chy. No. 2993.

I hereby certify that no objections to the ratification of the audit have been filed in the above entitled proceedings, and that all taxed costs as stated in the Auditor's Account filed in this cause on the 21st day of October, 1935, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

In testimony whereof, I have hereunto set my hand and the seal of the Circuit Court for Queen Anne's County affixed this 21st day of October, 1935.

WILLIAM H. CARTER

Seal's  
Place.

Clerk of the Circuit Court

for Queen Anne's County.

ORDER OF COURT  
Filed June 2nd, 1936.

William R. Horney,  
Assignee of Mortgage,

vs.

J. Thomas Nickerson and  
Ethel R. Nickerson, his wife,  
Mortgagors.

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

Cause No. 2993.

FINAL RATIFICATION OF AUDIT

ORDERED, this 16th day of November, in the year nineteen hundred and thirty five, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and aforegoing 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 as directed by the previous Order of Ratification Nisi passed therein in this cause; and William R. Horney, Assignee of mortgage, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

THOS. J. KEATING

Filed June 2nd, 1936.





## CAUSE NO. 597.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Second day of December, in the year Eighteen Hundred and Eighty-two, the following Fourth Report of Sale was filed for record, to wit:-

In the Matter of the Trust	)	In the Circuit Court for Queen Annes
Estate of C. I. B. Mitchell	)	County in equity

To the Honorable The Judges of the Circuit Court for Queen Annes County as a Court of equity

The fourth report of sale of real estate by Thos. J. Keating and B. P. Keating Trustees in the cause respectfully sets forth that 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 at Centreville and in the Daily Sun a newspaper printed in Baltimore City, for more than three successive weeks before the day of sale, they did pursuant to said notice attend in front of the Court house in the town of Centreville on Tuesday the fifth day of September eighteen hundred and eighty two at three o'clock P. M. and then and there offered for sale the following parcels of the real Estate of C. I. B. Mitchell as follows, to wit:

In the first place Your trustees offered at public sale to the highest bidder the granary at Queenstown Creek then in the occupancy and tenancy of Capt. Daniel Friel Jr. and the land upon which said granary is built situate at the foot of the school owned by the Chester River steam boat Company known as Queenstown Wharf, with the privileges appurtenant thereto, consisting of right of way thereto over the road leading from Queenstown to the Chester River Steamboat Company's property and the use of the Chester River Steam boat Company's wharf and wharf property by the owner or use of the said granary house for freighting purposes who may ply or run a sailing vessel or sailing vessels from and to Queenstown Creek, under the stipulations and restrictions set forth in said advertisements one of which is filed with this report and also in a deed from Charles I. B. Mitchell and wife to the Chester River Steamboat Company dated May 5th, 1873 and recorded in Liber J. W. No. 4 folios 82 and 83 a Land Record Book of Queen Annes County, together with that part of the parcel of land described in said advertisements as Parcel No. 1 which adjoins the lot of the Chester river steamboat Company and fronts one hundred and five feet on Queenstown Creek and runs back with a line parallel with the said Company's lot to Avenue No. 1 on Plat of said Parcel No. 1 filed with this report and contains three roods and twelve perches of land more or less, and sold the same to Daniel Friel jr. he being then and there the highest bidder therefor at and for the sum of two thousand eight hundred and four dollars. And they have since taken the draft and bond of the said Daniel Friel Jr. with surety approved by them for the payment of the purchase money in accordance with the terms of sale set forth in said advertisement, to wit:- one third cash and the balance with interest in equal instalments in one and two years from the day of sale.

Your Trustees next offered for sale the remaining portion of the aforesaid Parcel No. 1 situate on the left side of the road leading from Queenstown to the Chester River Steamboat Company Lot, consisting of 19 acres and six perches of land more or less, and the highest bid received therefor being one hundred and twenty dollars per acre they deemed this bid wholly inadequate to the value of the land and withdrew the same, and announced that they would offer the same in Lots at a subsequent time.

And Your Trustees further stat that since that time they caused the same to be surveyed by James W. Thompson, a competent surveyor and to be divided into Avenues and Lots as appear by the Plat T. accompanying this report and to be marked and designated by stakes driven in the ground and after giving notice of the time, place, manner and terms of sale, by advertisement in the two Centreville newspapers The Observer and The Record for more than three successive weeks before the day of sale and by handbills and copies of the Plat T extensively circulated, they did pursuant to said notice attend in front of the Court house in the town of Centreville on Tuesday the 10th day of October 1882 at 2 o'clock P. M. and then and there proceeded to sell parcels and lots thereof as follows:

Your Trustees first announced and proclaimed to the bystanders that the Avenues laid off and laid down on the aforesaid "Plat T" to wit: "Avenue 30 feet wide No. 1" and "Avenue 30 feet wide No. 2" would be held and dedicated by them to and for the common use, enjoyment and benefit of the owners and occupants of each and all of the Lots laid off and laid down on the aforesaid "Plat T" and Your trustees then and sold the following parcels or lots to wit:

Lot No. 1, containing two roods and two perches of land, more or less, they sold to Edith C. Mitchell she being the highest bidder therefor at and for the price of one hundred and seventy dollars and she paid the cash instalment of fifty six dollars and sixty seven cents, the same being the one third of the purchase money.

Lot No. 4 and Lot No. 5, each containing two roods and three perches more or less, they sold to Thomas A. Embert, the former at and for two hundred and four dollars and the latter at and for one hundred and eighty five dollars, making the aggregate price of the two lots, three hundred and ninety dollars and they have since taken the bonds of the said Thos. A. Embert for the purchase money in accordance with the terms of sale.

Lot No. 6, containing two roods and two perches more or less they sold to Ella Mitchell she being the highest bidder-therefor at and for two hundred dollars who proposes to comply with the terms of sale.

Lot No. 7 and Lot No. 8, the former containing two roods and four perches more or less, and the latter two roods and two perches, more or less they sold to Robert C. Reeves, the former at and for two hundred and forty dollars and the latter at and for two hundred and twenty dollars, he being the highest bidder therefor and the aggregate price making four hundred and sixty dollars.

Lot No. 16, containing three roods and thirty six perches more or less they sold to Isaac Jewell and Richard E. Bryan they being the highest bidders at and for four hundred dollars and they paid the cash instalment of one hundred and thirty three dollars and thirty three cents and gave their bond for the balance of purchase money in accordance with the terms of sale.

Lot No. 18, containing one acre more or less they sold to the highest bidder Jacob Cassoway at and for three hundred and fifty five dollars and he has since complied with the terms of sale.

Lot No. 19, containing one acre, three roods and thirty eight perches, more or less, they sold to the highest bidder Richard B. Kirby at and for five hundred and two dollars and fifty cents and he has since complied with the terms of sale.

Lot No. 20, containing one acre and nine perches, more or less they sold to the highest bidder Nettie D. Willson wife of Charles C. Willson at and for three hundred and thirty one dollars and she made a cash payment of one hundred and thirty one dollars.

Lot No. 21 and Lot No. 22 they sold to the highest bidder George DeRochbrune, the former containing three roods and thirty six perches more or less at and for three hundred and thirty dollars and the latter containing three roods and twenty eight perches more or less at and for one hundred and seventy dollars making the aggregate purchase money for these two lots five hundred dollars, and he has since signified his willingness to comply with the terms of sale.

Several of the remaining Lots were offered and withdrawn, the prices offered being deemed inadequate and Your trustees adjourned the sale of Lots No. 2, 3, 9, 10, 11, 12, 13, 14, 15 & 17.

The terms upon which these Lots were advertised and the sales made are one third of the purchase money cash and the balance with interest in two equal instalments in one and two years from the day of sale the deferred payments to be secured by the bonds of the purchasers with sureties approved by the Trustees.

The aggregate amount of the sales herein reported is the sum of - - - - - \$6113.50

recapitulated as follows

Sale of granary & Lot therewith Sept. 5" 1882	\$2805.00 )	
Sale of Lots October 10" 1882	\$3308.50 )	<u>\$6113.50</u>

Your Trustees further report that the real Estate herein referred to as "Parcel No. 1" is the same land a sale whereof has heretofore been submitted to this Honorable Court and set aside upon exceptions filed as will fully appear in the proceedings in this cause.

All of which is respectfully submitted.

Thos. J. Keating  
B. Palmer Keating  
TRUSTEES.

Queen Anne's County to wit:-

On this second day of December -eighteen hundred and eighty two, before me, the subscriber, a Justice of the peace in and for said County personally appeared the within named Thos. J. Keating and B. Palmer Keating Trustees and each made oath 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.

R. GOLDSBOROUGH J. P.

20 cts pd by T.J.K.

Filed December 2" 1882.

CERTIFICATE OF PUBLICATION  
OF ADVERTISEMENT OF SALE  
Filed Dec. 2", 1882.

TRUSTEES' SALE  
of Valuable  
REAL ESTATE

At and Adjoining  
QUEENSTOWN AND QUEENSTOWN WHARF

By virtue of a deed of trust from Charles I. B. Mitchell, bearing date the 14th day of October, 1878, and recorded in Liber J. W. No. 8, folios 438 &c., one of the Land Record Books for Queen Anne's county, the undersigned as Trustees will offer at Public Sale, in front of the Court House door, in the town of Centreville, on TUESDAY 5th OF SEPTEMBER, 1882, commencing at 3 o'clock, p. m., the following real estate of the said Charles I. B. Mitchell, at and adjoining Queenstown and Queenstown Wharf, to wit:

PARCEL NO. 1.

ALL THAT LOT OR PARCEL OF LAND, situate on the left of the road leading from Queenstown to Chester River Steamboat Company lot at Queenstown Wharf, and to the Granary, described below as Parcel No. 2, abutting upon said road, and in the rear of the Methodist Episcopal church property and the property where Capt. Wm. J. Skinner resides, and bounded on the north and west by the Chester River Steamboat Company's lot at Queenstown Wharf, and Queenstown Creek, on the south by Queenstown Creek and the Lord's Gift property, the Skinner property and M. E. church property, on the east by the aforesaid road, and containing 20 ACRES and 12 PERCHES OF LAND, MORE OR LESS.

The trustees will first offer the above in different lots or parcels if they shall deem it expedient, and if they shall so determine, will announce the same at the time of sale. The use of the right of way from Queenstown to the Chester River Steamboat Company's lot, as at present laid down, will be reserved to the purchaser or purchasers of the above property.

PARCEL NO. 2.

THE VALUABLE GRANARY

now in the tenancy of Capt. Daniel Friel, Jr., and the land upon which it is built, situate at the foot of the wharf owned by the Chester River Steamboat Company, known as Queenstown wharf, with the privileges appurtenant thereto, consisting of a right-of-way thereto over the road leading from Queenstown to the Chester River Steamboat Company's property, and the use of the Chester River Steamboat Company's wharf and wharf property by the owner or lessee of the said granary house for freighting purposes who may ply or run a sailing vessel or sailing vessels from and to Queenstown Creek, under the following stipulations and restrictions, set forth in a deed from Charles I. B. Mitchell and wife to the Chester River Steamboat Company, dated May 5th, 1873, and recorded in Liber J. W., No. 4, folios 82 and 83, a Land Record Book for Queen Anne's county, to wit: "No grain or other county produce is to be delivered on board said vessel or vessels from said wharf except the same is first received and deposited in said granary, and when grain or other country produce is conveyed from said granary to said vessel or vessels over said wharf, not more than twenty bushels is to be conveyed at any one load; all back freight is to be landed from said vessel or vessels on the shore, except hogsheads, which can be landed on said wharf not to remain over twenty-four hours. Any and all of said vessels must give place for the steamers of the said Chester River Steamboat Company or its assigns to come up to such portion of said wharf as the agent of the said Company or its assigns may designate."

TERMS OF SALE

One third of the purchase money to be paid in cash on the day of sale, or on note at 60 to 90 days, interest added and payable at Centreville National Bank, and the balance in two equal instalments in one and two years from the day of sale. The deferred payments to bear interest from the day of sale and to be secured by the bonds or notes of the purchaser or purchasers, with sureties approved by the trustees.

Possession of Parcel No. 1 will be given on the ratification of the sale and possession of Parcel No. 2 on the 1st day of January next.

Further particulars made known on the day of sale.

THOMAS J. KEATING,  
B. PALMER KEATING,  
Trustees.

Jas. H. Costin, Auct.

Aug. 15

We hereby certify that the annexed advertisement was inserted in the CENTREVILLE OBSERVER, a newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once in each of three successive weeks before the 5th day of September, 1882.

W. W. BUSTEED & BRO.

NISI

In the Circuit Court for Queen Annes County, in equity.

Ordered this Second day of December eighteen hundred and eighty two that the sales made and reported by Thos. J. Keating and B. Palmer Keating Trustees of C. I. B. Mitchell in their fourth report of sales of real estate, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the Second day of February next; provided a copy of this order be inserted in some paper published in Centreville once in each three successive weeks before the Ninth

day of January next.

The report states the amount of sales to be \$6113.50.

S. C. DUDLEY, Clerk

~~XXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX, XXXXX.~~

Proceeding brought forward from folio 294

Petition of Robert C. Reeves and Order  
of Court thereon.

On the foregoing petition it is ordered this 26th day of January 1891 that James Metzdorf and Catherine Metzdorf be and they are hereby substituted as purchasers of Lots Nos 7 & 8 as prayed in the foregoing petition and on payment of the purchase money by them take Trustees shall convey said lots to the said James and Catherine Metzdorf.

JNO M. ROBINSON

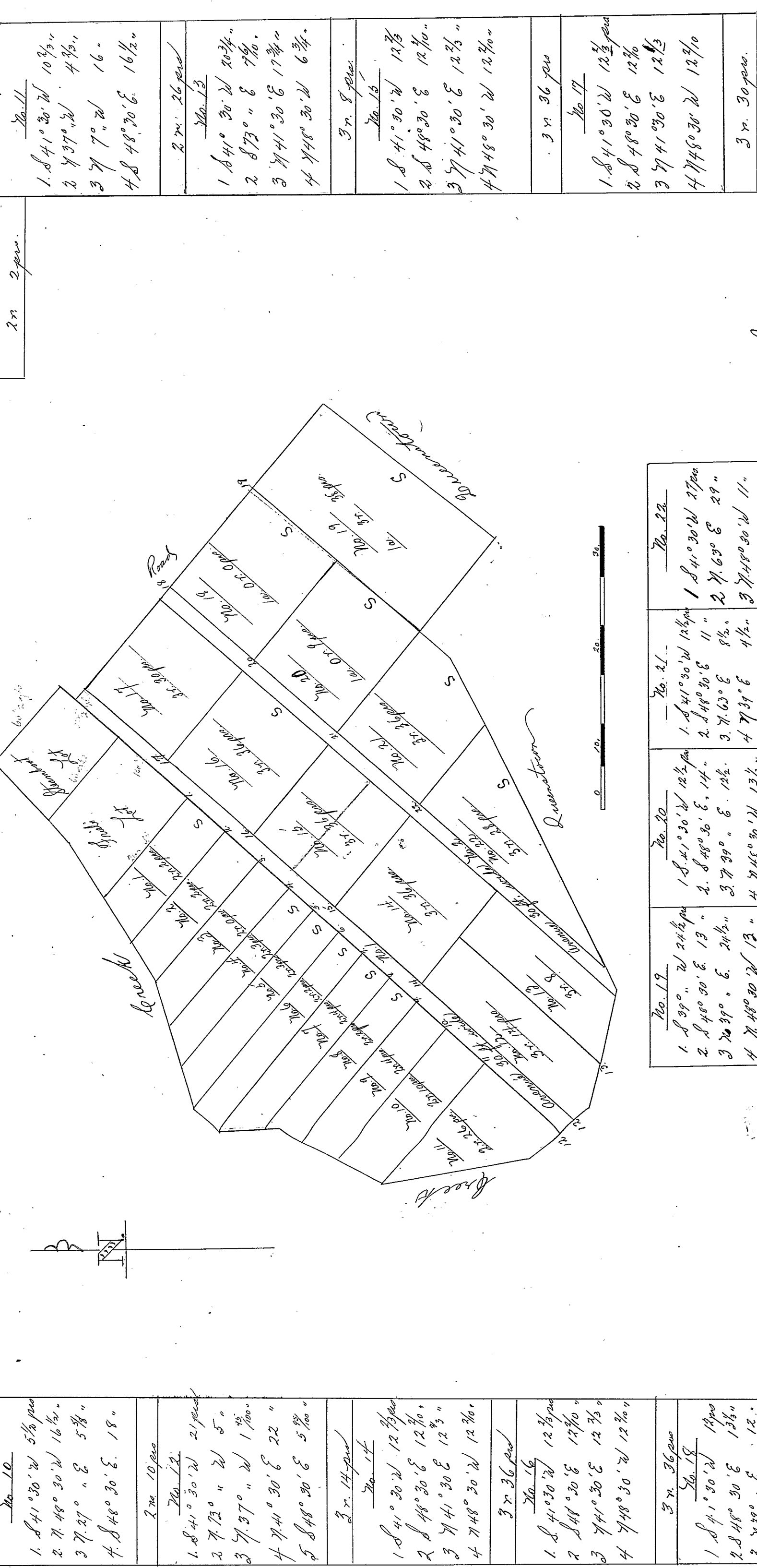
Filed January 26 , 1891.

PLAT T  
Filed December 2, 1882.

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Fifth Report of Sale of Real Estate by Thos. J. Keating  
and B. P. Keating, Trustees of C. I.B. Mitchell in these  
proceedings carried forward to folio 609, etc., in this Liber.

No. 1 1 S 41° 30' W 5 1/2 pms 2 N 48° 30' W 16 " 3 N 58° 30' E 5 3/4 " 4 S 48° 30' E 14 "	No. 2 1 S 41° 30' W 5 pms 2 N 48° 30' W 17 " 3 N 58° 30' E 5 1/4 " 4 S 48° 30' E 16 "	No. 3 1 S 41° 30' W 4 1/2 pms 2 N 48° 30' W 19 3/4 " 3 N 58° 30' E 5 " 4 S 48° 30' E 17 "	No. 4 1 S 41° 30' W 4 pms 2 N 48° 30' W 22 " 3 N 58° 30' E 4 3/4 " 4 S 48° 30' E 19 3/4 "	No. 5 1 S 41° 30' W 4 pms 2 N 48° 30' W 24 1/2 " 3 N 38° 30' E 14 " 4 N 58° 30' E 4 1/4 " 5 S 48° 30' E 22 "	No. 6 1 S 41° 30' W 3 1/2 pms 2 N 48° 30' W 24 1/2 " 3 N 38° 30' E 3 1/2 " 4 S 48° 30' E 24 1/2 "	No. 7 1 S 41° 30' W 3 3/4 pms 2 N 48° 30' W 21 " 3 N 27° " E 3 " 4 N 103° 30' W 1 1/2 "	No. 8 1 S 48° 30' W 4 pms 2 N 48° 30' W 19 1/2 " 3 N 27° " E 3 " 4 N 103° 30' W 1 1/2 "
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No. 9 1 S 41° 30' W 10 3/4 " 2 N 48° 30' W 4 3/4 " 3 N 7° 30' W 16 " 4 S 48° 30' E 16 1/2 "	No. 10 1 S 41° 30' W 5 1/2 pms 2 N 48° 30' W 16 1/2 " 3 N 27° " E 5 3/4 " 4 S 48° 30' E 18 "	No. 11 1 S 41° 30' W 12 3/4 " 2 S 48° 30' E 12 3/10 " 3 N 41° 30' E 17 3/4 " 4 N 48° 30' W 6 3/4 "	No. 12 1 S 41° 30' W 12 3/4 pms 2 S 48° 30' E 12 3/10 " 3 N 41° 30' E 12 3/4 " 4 N 48° 30' W 12 3/10 "	No. 13 1 S 41° 30' W 12 3/4 pms 2 S 48° 30' E 12 3/10 " 3 N 41° 30' E 12 3/4 " 4 N 48° 30' W 12 3/10 "	No. 14 1 S 41° 30' W 12 3/4 pms 2 S 48° 30' E 12 3/10 " 3 N 41° 30' E 12 3/4 " 4 N 48° 30' W 12 3/10 "	No. 15 1 S 41° 30' W 12 3/4 pms 2 S 48° 30' E 12 3/10 " 3 N 41° 30' E 12 3/4 " 4 N 48° 30' W 12 3/10 "	No. 16 1 S 41° 30' W 12 3/4 pms 2 S 48° 30' E 12 3/10 " 3 N 41° 30' E 12 3/4 " 4 N 48° 30' W 12 3/10 "	No. 17 1 S 41° 30' W 12 3/4 pms 2 S 48° 30' E 12 3/10 " 3 N 41° 30' E 12 3/4 " 4 N 48° 30' W 12 3/10 "	No. 18 1 S 41° 30' W 12 3/4 pms 2 S 48° 30' E 12 3/10 " 3 N 41° 30' E 12 3/4 " 4 N 48° 30' W 12 3/10 "	No. 19 1 S 41° 30' W 12 3/4 pms 2 S 48° 30' E 12 3/10 " 3 N 41° 30' E 12 3/4 " 4 N 48° 30' W 12 3/10 "	No. 20 1 S 41° 30' W 12 3/4 pms 2 S 48° 30' E 12 3/10 " 3 N 41° 30' E 12 3/4 " 4 N 48° 30' W 12 3/10 "	No. 21 1 S 41° 30' W 12 3/4 pms 2 S 48° 30' E 12 3/10 " 3 N 41° 30' E 12 3/4 " 4 N 48° 30' W 12 3/10 "	No. 22 1 S 41° 30' W 12 3/4 pms 2 S 48° 30' E 12 3/10 " 3 N 41° 30' E 12 3/4 " 4 N 48° 30' W 12 3/10 "
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James W. Thompson Survey  
Sept. 9<sup>th</sup> 1882

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed Sept. 15, 1883.

ORDER NISI

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

ORDERED, this second day of December, Eighteen Hundred and Eighty-Two, that the sales made and reported by Thos. J. Keating and B. Palmer Keating, trustees of C. I. B. Mitchell, in their fourth report of sales of real estate, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the second day of February next; provided a copy of this order be inserted in some newspaper published in Centreville once in each of three successive weeks before the ninth day of January next.

The report states the amount of sales to be \$6113.50.

S. C. DUDLEY,  
Clerk.

True Copy,  
Test:- S. C. DUDLEY,  
Clerk.

Dec 5-4t.

We hereby certify that the annexed advertisement was inserted in the CENTREVILLE OBSERVER, a newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once in each of three successive weeks before the ninth day of January 1883.

W. W. BUSTEED & BRO.

ORDER OF COURT  
Filed September 15, 1883.

Ordered this fifteenth day of September eighteen hundred and eighty three, that the sales made and reported by Thomas J. Keating and B. Palmer Keating Trustees of C. I. B. Mitchell in their fourth report of sales of real estate, 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. The Trustees are allowed the commissions named in the Deed of Trust and expenses not personal on filing the proper vouchers therefor.

M. M. Robinson

Filed September 15" 1883.

PETITION OF ROBERT C. REEVES  
AND ORDER OF COURT THEREON .

In the Matter of the Trust Estate ) In the Circuit Court for Queen  
of C. T. B. Mitchell. ) Anne's County, in Equity:-

To the Honorable the Judges of said Court.

The petition of Robert C. Reeves to your honors humbly shows:

1st That he was returned as purchaser of Lots No. 7 & 8, in the 4th Report of Sales filed in this cause on the 2<sup>d</sup> day of December 1882. Lot No. 7 for \$240 and Lot No. 8 for \$ 220 out has paid no part of the purchase money.

2d That the said lots Nos 7 & 8 have been since sold to James Metzдорff and Catherine Metzдорff for the sum of \$710- the amount of purchase money and material to date.

3d The undersigned prays the Court to allow the said James and Catherine Metzдорff to be substituted in his place and stead as purchaser of said Lots No 7 & 8 and that the Trustees be directed to convey them to the said James and Catherine Metzдорff on payment of the purchas money

X R C REEVES

The Trustees admit the facts set forth in the foregoing petition.

T.J. & B. P. KEATING, Trustees

Carried forward to folio 292

CAUSE NO. 2986.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-fourth day of February, in the year nineteen hundred and thirty four, the following Bill of Complaint was filed for record, to wit:

Grace Collier,  
and  
Thomas H. Collier,  
her husband,  
Plaintiffs,

IN THE  
Circuit Court for  
Queen Anne County,  
In Equity, Cause NO.

VS.

Blanche Willis and John Willis,  
her husband-- Mina Saddler and  
Carey Saddler, her husband---  
Harry Bryan and Ollie May Bryan,  
his wife---Mary E. Bryan, single lady,  
Mary Catharine Thomas, and Alphonso  
Thomas, her husband-- and Mary Catharine  
Bryan, an infant,  
Defendants.

TO THE HONORABLE, THE JUDGES, OF SAID COURT:

Your Orators, complaining, say:

(1) That May L. Bryan, late of Winchester, now Grasonville, in Queen Anne's County, State of Maryland, now deceased, was in her life time, and at the time of her death, seized and possessed in fee, of the following described real estate, TO WIT:

All of that Tract Lot or Parcel of land with all improvements thereon, in the village of Winchester, in the County aforesaid and being and lying within the following bounds and lines, to WIT: Bounded on the North by the lands of J. Frank Bryan and on the South by the public road leading through Winchester Village aforesaid to Kent Island, and on the West by the land of William Henry Shriver, and containing ONE Acre more or less, and is the same land which is described in the Deed From Joseph C. Bryan to Mary L. Bryan, bearing date the Seventeenth day of July,, in the year, eighteen hundred and eighty three, and recorded in liber S. C. D. No. 3 folios 227 etc., one of the land Record Books for Queen Anne's County, State of Maryland, a certified copy of which Deed marked Plaintiff's exhibit No. 1 is filed herewith and prayed to be taken as a part of this Bill of Complaint.

(2) That being so seized and possessed of said land, the said Mary L. Bryan, departed this life, intestate, in the latter part of the year nineteen hundred and ten or the early part of the year nineteen hundred and eleven.

(3) That the said Mary L. Bryan, at the time of her death, as aforesaid, intestate, left surviving her, as her nearest relatives and only heirs at law, a surviving husband, and seven children-----whose names and residences, are as follows, To WIT:

Joseph C. Bryan, surviving husband, who has since died, having departed this life, on or about June 6th. in the year, 1930.  
Grace Collier, nee Bryan, who intermarried with one Thomas H. Collier, over twenty one years of age, and resides in Grasonville in Queen Anne's County, Maryland.  
Blanche Willis, nee Bryan, who intermarried with one John Willis, who lives with her husband, in Queen Anne's County, Maryland. Mina Saddler, nee Bryan, who intermarried with one Carey Saddler and lives with her husband, in Queen Anne's County, Maryland. Harry Bryan, a son, who lives with his wife, Ollie May Bryan, in Queen Anne's County, Maryland.  
Joseph C. Bryan, Jr., a son, who lives with his wife, Lydia Bryan, in Queen Anne's County, Maryland.

Mary E. Bryan, a daughter, single lady, who lives in Queen Anne's County, Maryland.  
James Bryan, a son, who departed this life intestate before his father, and after the death of his mother, and left surviving him, a widow, Mary Catharine Bryan, and who has since intermarried with one Alphonso Thomas and an infant child, Mary Catharine Bryan, all of whom reside in Queen Anne's County, Maryland,

(4) That upon the death of the said Mary L. Bryan, as aforesaid, so seized and possessed of the said Land, or real estate, the same descended unto her surviving husband, Joseph C. Bryan, who has since departed this life, on or about June 6th, 1930, and to her 7 children one of whom has since died, leaving a Widow and one infant child, as above set forth, as his heirs at law as her only heirs at law, as set out in the preceding paragraph, in equal parts, share and share alike., the infant child Mary Catharine Bryan, taking the place of her deceased father James Bryan.

(5) That the said real estate is owned in fee by the parties to this Bill of Complaint, in the following proportions, To WIT:

Grace Collier, an undivided one seventh part

Blanche Willis, an undivided one seventh part

Harry Bryan, an undivided two seventh parts, Joseph C. Bryan, Jr., having on the

17th. day of February, in the year, 1911, by his Deed of that date, conveyed unto the said Harry Bryan, his undivided one seventh interest, in the aforesaid real estate, which Deed is recorded in Liber S. S. No. 9 folios 436 etc., a Land Record Book for Queen Anne's County, Maryland, a certified copy of which Deed is herewith filed, Marked Plaintiffs Exhibit NO. 2.

Mary E. Bryan, an undivided oneseventh part

Mina Saddler, an undivided one seventh part,

Mary Catharine Bryan, widow of James Bryan, now married to Alphonso Thomas, one-third of an undivided one seventh part,

Mary Catharine Bryan, the infant child of James Bryan, deceased, two thirds of an undivided one seventh part

(6) That all of the parties to this Bill of Complaint are over twenty-one years of age, with the exception of Mary Catharine Bryan who is an infant, being seven years old in April of this year, and all of whom reside in Queen Anne's County, in the State of Maryland

(7) That the said land or real estate, can not be divided and is not susceptible of Partition and division without material loss and injury to the parties interested and entitled to interests therein as above set forth.

(8) That one of the parties interested is an infant under twenty-one years of age, and it would be for the benefit and interest and advantage to the said infant to sell the real estate and invest the proceeds arising from the sale in some productive fund for the benefit of the said infant.

(9) That in order to make a division of said interests it will be necessary that said real estate be sold and the proceeds thereof divided amongst the parties according to their respective rights and several interests,

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 Orators, and the other parties to this Bill of Complaint according to their respective rights and interests, and the proceeds belonging to the infant, re-invested under the authority of this Honorable Court.

(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  
Blanche Willis and John Willis, her husband,  
Mina Saddler and Carey Saddler, her husband,  
Harry Bryan and Ollie May Bryan, his wife,  
Mary E. Bryan Single Lady  
Mary Catharine Thomas (NEE BRYAN) and Alphonso Thomas, her husband Mary Catharine Bryan, an infant under 21 years of age,  
all of whom are over twenty one years of age, except Mary Catharine Bryan, an infant, who will be seven years old in April of this year 1934, and all of whom reside in Queen Anne's County, State of Maryland, commanding them, and each of 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.,

J. H. C. LEGG  
Solicitors for Plaintiffs.

Filed Feb. 24th, 1934.

PLAINTIFF'S EXHIBIT NO. 1  
Filed Feb. 24, 1934.

Queen Anne's County, to wit: be it remembered that on the Seventeenth day of July Eighteen hundred and Eighty three, the following Deed was brought to be recorded, to wit:

This Deed, Made this 17th day of July Anno Domini Eighteen hundred and Eighty three by me Joseph C. Bryan of Queen Anne's County in the State of Maryland, Witnesseth that in consideration of Love and affection I the said Joseph C. Bryan do grant unto Mary L. Bryan, my wife, in fee simple All that Lot or tract of land with all the improvements thereon in the village of Winchester in the County aforesaid and being and lying within the following bounds and limits to wit: Bounded on the North by the lands of Susanah Horney, on the East by the lands of J. Frank Bryan and the South by the Public Road leading through Winchester Village aforesaid to Kent Island<sup>nd</sup> on the west by the lands of Wm. Henry Shriver, and containing one acre of land more or less. Same being that lot or tract of land conveyed to me by my Mother Susanah Bryan by deed bearing date September 13th 1881, and recorded in



Liber J. W. No. 12 folio 470 a Land Record Book of Queen Anne's County.

Witness my hand & seal

Test: JOSEPH C. BRYAN (SEAL)  
R. Goldsborough

State of Maryland Queen Anne's County, Sct:

I hereby certify that on this 17th day of July Anno Domini 1883, before me the Subscriber a Justice of the Peace of said State in & for the County aforesaid personally appeared Joseph C. Bryan and acknowledged the foregoing deed to be his act & deed.

R. Goldsborough J. P.

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. 3, folios 227, 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 24th day of February, in the year nineteen hundred and thirty four.

B. HACKETT TURNER Clerk.

Seal's  
Place.

PLAINTIFF'S EXHIBIT NO. 2  
Filed Feb. 24, 1934.

#1600. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the twentieth day of February in the year nineteen hundred and eleven, the following DEED was brought to be recorded, to wit:-

THIS DEED, made this sixteenth day of February, in the year nineteen hundred and eleven, by Joseph C. Bryan, junior, of Queen Anne's County, in the State of Maryland,

WITNESSETH: that for and in consideration of the sum of one dollar and other valuable considerations him unto moving, the full payment of which is hereby acknowledged, the said Joseph C. Bryan, Junior, does hereby grant and convey unto Harry Bryan, of said county and state, his heirs and assigns forever, in fee simple, all his undivided one-seventh right, title, interest and estate in, to and of all that lot or parcel of land situate, lying and being in the village of Winchester, in Queen Anne's County, in the State of Maryland, bounded on the north by the land of Susannah Horney, on the east by the lands of J. Frank Bryan, on the south by the public road leading through Winchester Village aforesaid, and on the west by the lands of William Henry Shriver, and containing one acre of land, more or less.

The land hereby granted and conveyed being the same land described in the deed from Joseph C. Bryan to Mary L. Bryan, bearing date July 17th., 1883, and recorded in Liber S. C. D. No. 3, fol. 227 &c., a land record book of said county, and is the same land of which the said Mary L. Bryan, who is now dead, died seized and possessed, thereof, and which on her death as aforesaid, intestate, descended unto her seven children surviving as her only heirs-at-law, the said Joseph C. Bryan, Junior, being one of her said children and heirs-at-law.

AND the said Joseph C. Bryan, Junior, covenants that he will warrant specially the property hereby granted and conveyed and that he will give such other and further assurances of said land as may be requisite.

Witness his hand and seal.

Test: CHAS. O. COURSEY

JOSEPH C. BRYAN, JR. (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, Sct:-

I hereby certify that on this 16 day of February, in the year nineteen hundred and eleven, before me, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appear-

ed Joseph C. Bryan, Junior, and did acknowledge the foregoing Deed to be his act.

CHAS. O. COURSEY J. P.  
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. 9, folio 436, 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 twenty-fourth day of February, in the year nineteen hundred and thirty four.

Seal's  
Place.

B. Hackett Turner Clerk.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER  
Filed March 5, 1934.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's  
Place. Harry Bryan and Ollie May Bryan

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 March, next, to answer the complaint of Grace Collier and Thomas H. Collier 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 February 1934.  
Issued the 24th. day of February, in the year 1934.

B. HACKETT TURNER Clerk.

J. H. C. Legg  
Solicitor for Complaint

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of March next, being the Return Day.

B. HACKETT TURNER Clerk.

And on the back of the foregoing subpoena was thus endorsed, to wit:

Subpoena for respondent to appear and answer. "Summoned Ambo", by reading the within Writ to the defendants, and leaving a copy of the J. Elmer Anthony same with them. March, 3rd. 1934. Sheriff of Q. A. Co. Md.

Filed March 5th, 1934.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER  
Filed March 5, 1934.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's  
Place. Blanche Willis and John Willis

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 March next, to answer the complaint of Grace Collier and Thomas H. Collier, 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 February, 1934.  
Issued the 24th. day of February, in the year 1934.

B. Hackett Turner Clerk.

J. H. C. Legg.  
Solicitor for Complainants

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of March next, being the Return Day.

B. Hackett Turner Clerk.

And on the back of the foregoing subpoena was thus endorsed, to wit:

"Summoned Ambo" by reading the within Writ to the defendants and leaving a copy of the same with them.

March, 1st. 1934.

J. Elmer Anthony  
Sheriff of Queen Anne Count\_.

Filed March 5th, 1934.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's  
Place. Mina Saddler and Carey Saddler

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 March next, to answer the complaint of Grace Collier and Thomas H. Collier 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 February, 1934.  
Issued the 24th. day of February, in the year 1934.

B. HACKETT TURNER Clerk.

J. H. C. Legg  
Solicitor for Complainants

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of March next, being the Return Day.

B. HACKETT TURNER Clerk.

And on the back of the foregoing subpoena was thus endorsed, to wit:

"Summoned" Ambo By reading the within Writ to the defendant and leaving a copy of the writ with them.

J. Elmer Anthony  
Sheriff of Q. A. CO. Md.

Filed March 5th, 1934.

SUBPOENA FOR RESPONDENT TO APPEAR  
AND ANSWER.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's  
Place.

Mary Catharine Thomas and Alphonso Thomas

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 March next, to answer the complaint of Grace Collier and Thomas H. Collier 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 February, 1934  
Issued the 24th. day of February, in the year 1934.

B. HACKETT TURNER Clerk.

J. H. C. Legg  
Solicitor for Complainants

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of March next, being the Return Day.

B. Hackett Turner Clerk.

And on the back of the foregoing subpoena was thus endorsed, to wit:-

"Summoned Ambo", by reading the within Writ to the Defendants and leaving a copy of the writ with them.  
March, 3<sup>rd</sup>. 1934.

J. Elmer Anthony  
Sheriff of Q. A. Co. Md.

Filed March 5th, 1934.

Subpoena for respondent to  
appear and Answer

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's  
Place.

Mary Catherine Bryan, 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 March next, to answer the complaint of Grace Collier and Thomas H. Collier 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 February, 1934.  
Issued the 24th. day of February, in the year 1934.

B. HACKETT TURNER Clerk.

J. H. C. Legg  
Solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of March next, being the Return Day.

B. HACKETT TURNER Clerk

And on the back of the foregoing subpoena was thus endorsed, to wit:

"Summoned" by reading the within Writ to the Defendant the Infant, and to her Mother Mary Catharine Thomas, and leaving a copy of the Writ with the mother of the Infant defendant.

J. Elmer Anthony  
Sheriff of Q. A. Co. Md.

Filed March 5th, 1934.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Mary E. Bryan  
Seal's  
Place.

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 March next, to answer the complaint of Grace Collier and Thomas H. Collier 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 February, 1934.  
Issued the 24th. day of February, in the year 1934.

B. Hackett Turner Clerk.

J. H. C. Legg  
Solicitor for Complainants.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of March next, being the Return Day.

B. Hackett Turner Clerk.

And on the back of the foregoing subpoena was thus endorsed, to wit:

Summoned, by reading the within writ to the defendant and leaving a copy of the same with her.

J. Elmer Anthony  
Sheriff of Q. A. Co. Md.

Filed March 5th, 1934.

ASSIGNMENT FROM HARRY E. BRYAN  
AND OLLIE MAY BRYAN TO CLARENCE  
P. TARR  
Filed March 12, 1934.

THIS ASSIGNMENT, made this 27th. day of February, in the year nineteen hundred and thirty-four, by Harry E. Bryan and Ollie May Bryan, his wife, of Queen Anne's County, State of Maryland, witnesseth that, in consideration of the sum of Seventy-six Dollars and Eighty-seven cents (\$76.87), the said Harry E. Bryan and Ollie May Bryan, his wife, do hereby assign, transfer and make over unto Clarence P. Tarr, his personal representatives and assigns, to the extent of Seventy-six Dollars and eighty-seven cents (\$76.87), all his, the said Harry E. Bryan's right, title, interest and estate in and to his distributive share and interest in the property and into the proceeds arising from the sale of the property or in the next proceeds to arise from the sale of the property and real estate mentioned and described in the proceedings in the Circuit Court for Queen Anne's County, in Equity, entitled Grace Collier, et al. vs., Blanche Willis, et al.", being Chancery Cause No. 2986 of which Mary L. Bryan, late of Queen Anne 's County, died seised and possessed, and in which property and the proceeds arising therefrom the said Harry E. Bryan has a two-sevenths interest therein.

Witness our hands and seals.

TEST:-

GEORGE T. HOBBY

HARRY E. BRYAN (SEAL)

OLIVE M. BRYAN (SEAL)

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

I HEREBY CERTIFY, that on this 27th day of February, 1934, before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Harry E. Bryan and Ollie May Bryan, his-wife, and did each acknowledge the foregoing Assignment to be their respective act and deed.

GEORGE T. HOBBY  
Justice of the Peace.

PETITION FOR A DECREE PRO-  
CONFESSO.  
Filed Apr. 26, 1934.

Grace Collier  
and  
Thomas H. Collier,  
her husband,  
Plaintiffs,

IN THE

Circuit Court, for Queen Anne's  
County, in Equity, Cause NO.  
2986.

VS.

Blanche Willis, and John Willis, her husband,  
Mina Saddler, and Carey Saddler, her husband,  
Harry Bryan, and Ollie May Bryan, his wife,  
Mary E. Bryan, single lady,  
Mary Catharine Thomas, and Alphonso Thomas, her husband,  
Mary Catharine Bryan, an infant,  
Defendants.

TO THE HONORABLE, THE JUDGES, OF SAID COURT:

The Petition of Grace Collier and Thomas H. Collier, her husband, the Plaintiffs, in the above entitled case, to your Honors, respectfully shows:

- (1) That as will be seen from an examination of the papers now on file in this Cause, the Defendants, have ALL been duly returned "Summoned", on March, 5th., 1934.
- (2) That the time for entering an Appearance, has passed.
- (3) That the time for filing an Answer has passed.

Your Petitioners therefore, pray your Honors to pass an Interlocutory Decree Pro Confesso, in this Cause, against all of the above Defendants, except Mary Catharine Bryan, who is an infant, and referring the papers in This Cause to one of the Standing Examiners of this Court, to take testimony in support of the allegations of the Bill of Complaint filed in this Cause.

And as in duty bound, will ever pray, etc.,

J. H. C. LEGG  
Solicitor- for the Plaintiffs.

Filed Apr. 26, 1934.

PETITION FOR APPOINTMENT  
OF GUARDIAN AD LITEM  
Filed July 14, 1937.

Grace Collier, et al.,  
Plaintiff,

IN THE CIRCUIT COURT

FOR

vs.

QUEEN ANNE'S COUNTY,

Blanche Willis, et al.,  
Defendants.

IN EQUITY.

Chancery Cause No. 2986.

.....

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Grace Collier and Thomas H. Collier, the Plaintiffs in the above entitled Cause, respectfully represent:-

That the said Mary Catherine Bryan, one of the Defendants in said Cause, having been duly returned summoned, but being an infant she cannot answer and defend this suit for herself.

Your Petitioners therefore pray your Honors to appoint a guardian ad litem to appear and answer for said infant Defendant, Mary Catherine Bryan.

And as in duty bound, etc.,

RICHARD T. EARLE  
Solicitor for Plaintiffs.

Filed July 14th, 1937.

Sworn to before me, on July 17, 1937.  
Wm. H. Carter, Clerk

ORDER TO ENTER APPEARANCE  
OF RICHARD T. EARLE FOR PLAINTIFFS.  
Filed July 14, 1937.

ORDER TO ENTER APPEARANCE OF  
RICHARD T. EARLE FOR PLAINTIFFS.  
Filed July 14, 1937.

Grace Collier, et al.,  
Plaintiffs,

vs.

Blanche Willis, et al.,  
Defendants.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

Chancery Cause No. 2986.

.....

Clerk of the Court:-

Sir:-

You will enter the appearance of Richard T. Earle, attorney at law, for us in the above entitled Cause. Strike out the appearance of J. H. C. Legg, deceased.

GRACE COLLIER  
THOMAS H. COLLIER  
Plaintiffs.

July 14th, 1937.

PETITION AND AFFIDAVIT ASKING FOR  
THE APPOINTMENT OF A GUARDIAN AD LITEM  
FOR THE INFANT DEFENDANT.  
Filed April 26, 1934.

Grace Collier, and Thomas H. Collier,  
her husband,  
Plaintiffs,

VS

Blanche Willis, and John Willis, her husband,  
Mina Saddler and Carey Saddler, her husband,  
Harry Bryan and Ollie May Bryan, his wife,  
Mary E. Bryan, single lady,  
Mary Catharine Thomas, and Alphonso Thomas,  
her husband, Mary Catharine Bryan, and Infant,  
Defendants.

IN THE  
Circuit Court

For  
Queen Anne's Count\_  
in Equity,

Cause NO. 2986.

To the Honorable, the Judges, of said Court:

The Petition Grace Collier and Thomas H. Collier, her husband, the Plaintiffs in the above entitled case, respectfully sets out:

(1) That one of the Defendants in the above entitled case, namely, Mary Catharine Bryan, has been duly returned "Summoned" but being an infant, under eighteen years of age, and under twenty one years of age, and having no Guardian within the jurisdiction of this Court to answer and defend this suit for herself.

Your Petitioners therefore pray your Honors to appoint a Guardian Ad Litem to appear and Answer for said infant defendant.

And as in duty bound, will ever pray, etc.,

J. H. C. LEGG  
Solicitor for Petitioners.

State of Maryland, Queen Anne's County, To WIT:

I hereby certify that on this 26th day of April, in the year nineteen hundred and thirty four, before me, the subscriber, a Notar Public of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared J. H. C. Legg, and made oath in due form of Law, that the matters and facts set out in the aforegoin\_ petition are true to the best of his knowledge and belief.

Notary  
Public  
Seal.

BERTHA G. DURNEY  
Notary Public.

Filed Apr. 26, 1934.

ORDER OF COURT  
Filed July 17, 1937.

## ORDER OF COURT.

ORDERED, this 17th day of July, 1937, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, upon the foregoing Petition, that John Palmer Smith be, and he is hereby appointed guardian ad litem to appear, answer and defend for Mary Catherine Bryan, infant defendant in the above cause.

THOS. J. KEATING

Filed July 17, 1937.

ANSWER OF GUARDIAN AD LITEM  
Filed July 17, 1937.

Grace Collier, et al.,

vs.

Blanche Willis, et al.,

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

Chancery Cause No. 2986.

.....

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Answer of Mary Catherine Bryan, infant, by John Palmer Smith, guardian ad litem, duly appointed by order of this Court, to the Bill of Complaint of Grace Collier, et al., against her in this Court exhibited.

This defendant being infant, cannot admit any of the matters and things in said Bill alleged, and submits her rights thereunder to the protection of this Court.

And as in duty bound, etc.,

JOHN PALMER SMITH  
Guardian ad Litem.

Filed July 17, 1937.

PETITION FOR DECREE PRO CONFESSO  
Filed July 17, 1937.

Grace Collier, et al.,

vs.

Blanche Willis, et al.,

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

Chancery Cause No. 2986.

.....

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Grace Collier and Thomas H. Collier, her husband, the Complainants in this Cause, by Richard T. Earle, their Solicitor, to your Honors respectfully shows:-

1. That the Defendants have all been duly summoned to appear and answer and defend as evidenced by the summons filed in this Cause duly returned "Summoned" by the Sheriff of Queen Anne's County.

2. That although said summons have long since been duly returned, that none of the adult defendants in this Cause have entered their appearance either in person or by solicitor, nor filed an answer herein.

3. That your Complainants are advised and allege that they have a right to secure a Decree Pro Confesso against the adult defendants and that the papers be submitted to an Examiner so that your Petitioners may offer testimony to support the allegations alleged in the Bill of Complaint.

To the end therefore:

1. That a decree pro confesso may be granted by this Honorable Court against Blanche Willis and John Willis, her husband, Mina Saddler and Carey Saddler, her husband, Harry Bryan and Ollie May Bryan, his wife, Mary E. Bryan, Mary Catherine Thomas and Alphonso Thomas, her husband, all adult defendants.

2. And that the papers in this Cause may be submitted to one of the Standing Examiners of this Court so that the Plaintiffs may take testimony in support of the allegations of the Bill of Complaint.





desired to take testimony in said cause on Monday, July 26th., 1937, at your Examiner's office, and the guardian ad litem having filed his answer and having been notified by your Examiner of the time and place of the taking of such testimony, your Examiner did attend at his office in Centreville, Maryland, on Monday, July 26th., 1937, at 1:30 o'clock, P. M., there being present Mrs. Grace Collier, one of the Plaintiff, and her Solicitor, Richard T. Earle, Esq., and John Palmer Smith, guardian ad litem, and proceeded to take the following testimony, to-wit:

Mrs Grace Collier, the first witness, of lawful age, testifying on behalf of the plaintiffs, after being duly sworn, deposes and says:

By Richard T. Earle, Esq., Solicitor for Plaintiffs.

1. Q. Mrs Collier state your name, age and residence, if you please.
- A. My married name?  
Yes.
- A. My name is Mrs Thomas H. Collier, fifty-four years old, and I live at Grasonville, Maryland.
2. Q. You and your husband, Thomas H. Collier, are the same parties that are described in this Bill as Plaintiffs under the names of Grace Collier and Thomas H. Collier, are you not?
- A. Yes.
3. Q. Mrs Collier what was the name of your Mother, and if she is dead, when did she die, if you know?
- A. Well my Mother's name was Mary Lavinia Bryan, and I guess she has been dead for about thirty-three years.
4. Q. At the time of her death did she leave a husband surviving her?
- A. Yes.
5. Q. What was the name of your Father?
- A. Joseph Carrow Bryan.
6. Q. How many brothers and sisters did you have living at the time of your Mother's death?
- A. Well Blanche Bryan, Mina Bryan, and I was the third, Grace, and then Joe and Harry Bryan, they were twins, and then Mary E. Bryan and James S. Bryan.
7. Q. Mrs Collier, is Blanche Bryan that you mentioned in your previous answer, the same party as that described in the Bill as Blanche Willis?
- A. Yes.
8. Q. Is Mina Saddler the same party that you described in your answer previously as Mina Bryan?
- A. Yes.
9. Q. Who is Mina Saddler's husband?
- A. Carey Saddler.
10. Q. Is Harry Bryan married and to whom?
- A. He married a girl by the name of Ollie May Evans.
11. Q. Is Mary E. Bryan married or single?
- A. She is single.
12. Q. Is Joseph C. Bryan, Jr., living?
- A. Yes.
13. Q. James Bryan is he living or dead?
- A. Dead.
14. Q. When did he die?
- A. James Bryan died about ten years prior to the death of my Father.
15. Q. When James Bryan died did he leave a widow?
- A. Yes.
16. Q. What was her name?
- A. Catherine B. Bryan.
17. Q. Is she the same party described in this Bill as Mary Catherine Thomas, is she not, she afterwards married did she not?
- A. She afterwards married Alphonso Thomas and is described in this Bill of Complaint in error as Mary Catherine Thomas.
18. Q. Did James Bryan leave any other heirs?
- A. Left one, just a little girl named Mary Catherine Bryan who is at the present time about ten years of age.
19. Q. Now Mrs Collier the parties you have mentioned above are all of the heirs of your Mother and Father, are they not?
- A. Yes.
20. Q. Did they have any other children?
- A. They are all of the children of my Mother and Father living at the time of their death.
21. Q. Mrs Collier, this Bill of Complaint is for the purposes of selling a piece of real estate located in Grasonville belonging to your Mother, are you familiar with the location of that land, and who owns the adjoining properties thereto?

A. Yes.

22.Q. I now hand you a deed purporting to be a certified copy of a deed from Joseph C. Bryan to Mary L. Bryan, his wife, said deed bearing date the 17th day of July, 1883, and is described as bounded on the North by the lands of Susanah Horney, on the East by the lands of J. Frank Bryan, on the South by the public road leading through Winchester Village to Kent Island, and on the West by the lands of William Henry Shriver, and containing one acre of land, more or less, and ask you if that is the land in question?

A. Sure that is the same land.

Solicitor for the Plaintiffs now hands the certified copy of deed to the Examiner to be filed, and the same is filed and marked "Plaintiffs' Exhibit No. 1".

23.Q. Mrs Collier I now hand you a certified copy of a deed bearing date of the sixteenth day of February, 1911, signed by Joseph C. Bryan, Jr., conveying all of his right, title, interest and estate in the property therein described to Harry Bryan with a similiar description as that set forth in the preceding deed, and ask you if you can identify that land from the description therein as being the same property as in question?

A. It is the same property.

I now hand the certified copy of the deed to the Examiner and ask him to mark the same, and the same is filed and marked "Plaintiffs' Exhibit No. 2".

24.Q. Mrs Collier this land contains one dwelling house does it not?

A. Yes sir.

25.Q. And about an acre of land?

A. About an acre of ground.

26.Q. In your opinion could this property be divided so that you could receive one-seventh, Mrs. Saddler one-seventh, Miss Mary E. Bryan one-seventh, Mrs Blanche Willis one-seventh, Mrs Thomas and her infant daughter one-seventh, and Harry Bryan two-sevenths, without any of the parties being injured in any way at all?

A. No it could not be susceptible of division without loss or injury.

27.Q. Mrs Collier do you consider it to be to the advantage of all of the parties to this cause for the land to be sold and the money to be divided, if sold?

A. Well it think it should be sold and the money divided because it was left to us by our Mother and I think each should get the same.

28.Q. You think it would be to the best advantage of all?

A. Yes I do.

E. S. 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 in your answer.

A. I do want to state that my Mother and Father left no will.

GRACE COLLIER

Mr. Edward S. Thompson, the second witness of lawful age, testifying on behalf of the plaintiffs, after being duly sworn, deposes and says:

By Mr. Richard T. Earle, Solicitor for Plaintiffs.

1.Q. State you name, age and residence?

A. Edward S. Thompson, sixty-two years old, and live in Grasonville, Queen Anne's County.

2. Q. Mr. Thompson this is a suit brought by Mrs Grace Collier and Thomas H. Collier, her husband, as plaintiffs, against Mrs Blanche Willis and John Willis, her husband; Mina Saddler and Carey Saddler, her husband, Harry Bryan and Ollie May Bryan, his wife; Mary Catherine Thomas and Alphonso Thomas, her husband; and Mary Catherine Bryan, infant; and Mary E. Bryan, do you know all of the parties to this cause?

A. Yes I know them. I don't know Mrs Thomas by her name but I know her when I see her.

3. Q. And you have known them all for a good many years?

A. I have known them all for a good many years, and I have known Mrs Thomas ever since she married James Bryan. She was a girl from Baltimore City.

4. Q. Did you know Mary L. Bryan who lived in Winchester and did you know her husband, Joseph C. Bryan?

A. Yes sir very well.

5. Q. Do you know when Mary L. Bryan died?

A. Yes sir.

6. Q. When was that?

A. About thirty-three years ago.

7. Q. Did she leave a will?  
A. Not to my knowledge.
8. Q. At the time of Mary L. Bryan's death, who did she leave surviving her besides her husband?  
A. She left a husband, Joseph C. Bryan; Mrs Blanche Willis and Mrs Mina Saddler; Mrs Grace Collier sitting there; Harry and Joe Bryan, twins; and a single daughter, Mary E. Bryan; and then one boy younger by the name of James Bryan who is dead now.
9. Q. Did James Bryan die after the death of his Mother and prior to the death of his Father?  
A. Yes.
10. Q. Who did he leave as his heirs?  
A. A little girl child and I think her name is Mary Catherine Bryan who is now about ten years of age, and a widow.
11. Q. What is the name of the widow at the present time?  
A. She does by the name of Catherine Thomas.
12. Q. Who did she marry?  
A. Alphonso Thomas of Kent Island.
13. Q. Do you know the name of Blanche Willis' husband?  
A. John Willis.
14. Q. Mina Saddler's husband?  
A. Carey Saddler.
15. Q. The name of Harry Bryan's wife?  
A. Ollie May Evans.
16. Q. Did James S. Bryan leave a will that you know of?  
A. Not to my knowledge.
17. Q. Mr. Thompson you are familiar with the property where Mrs Bryan and her husband, Joseph C. Bryan lived for many years, what is the value of it?  
A. Well I would say around about eight hundred dollars.
18. Q. In your opinion can this property be divided among the heirs of Mary L. Bryan in kind, that is in land and buildings, without material loss and injury to any of them?  
A. No sir I don't see how it could be done as it wouldn't be of any use to anyone if divided that way.
19. Q. You are familiar with land values and real estate around Grasonville, are you not?  
A. To a extent, yes.
20. Q. In your opinion it is to the interest and advantage to all of the parties to sell the land and divide the money?  
A. Yes it is the only way that I could see that it would be done.
- E. S. 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 in your answer.  
A. No sir.

E. S. THOMPSON

Mr. Walter Jewell the third witness of lawful age, testifying on behalf of the plaintiff, after being duly sworn, deposes and says:

By Mr. Richard T. Earle, Solicitor for Plaintiffs.

1. Q. How old are you Walter?  
A. Fifty-four years of age.
2. Q. And reside?  
A. In Grasonville.
3. Q. How long have you resided in Grasonville?  
A. Forty-eight years.
4. Q. You are very familiar with land values around about Grasonville, are you not?  
A. Yes I think so.
5. Q. Do you know this property in this suit, the property which Mary L. Bryan lived in for a good many years?  
A. Very well.
6. Q. What do you consider is the value of that property, what would be a fair price for it if sold at public auction?  
A. I have been there to-day and looked it over, and I would consider eight hundred dollars a fair value for that property.
7. Q. In your opinion could this property be divided among the heirs of Mary L.

Bryan, which would consist of the division of the property into seven portions, without material loss and injury to any of them?

A. Don't see how it could.

8. Q. In your opinion, based on your knowledge of land values and rental values, if you know of them in Grasonville, it is to the interest and advantage to the parties to this suit that this property be sold and the money divided among them, is it not?

A. I would say yes.

9. Q. Why?

A. Why, well then each of them could get their part, and there is no other way that it could be done.

EXAMINER'S GENERAL INTERROGATORY:

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 in your answer.

Answer: No.

WALTER JEWELL

Mr. William A. Thompson, the fourth witness of lawful age, testifying on behalf of the plaintiff, after being duly sworn, deposes and says:

By Mr. Richard T. Earle, Solicitor for Plaintiffs.

1. Q. How old are you Mr. Thompson?

A. Fifty years old.

2. Q. Live in Grasonville?

A. Yes.

3. Q. You have heard these other witnesses testify, you know all the parties to this cause, do you not?

A. Yes sir.

4. Q. Do they all live in Queen Anne's County?

A. I think they do as far as I know.

5. Q. They are all grown are they not?

A. They are all adults with the exception of Mary Catherine Bryan, an infant.

6. Q. Were you familiar with this property about thirty years ago that was owned by Mary L. Bryan and her husband, Joseph C. Bryan, in the Town of Grasonville?

A. Yes.

7. Q. In your opinion, Mr. Thompson, could that property be divided among the heirs of Mary L. Bryan equally without material loss and injury to any of them?

A. I don't think so.

8. Q. Why don't you think it could?

A. Well I don't. It would be divided in such a way that it wouldn't be any good to any of them.

9. Q. Are you very familiar with the land values and property values of that kind located in Grasonville?

A. Well I know what it generally brings.

10. Q. In your opinion what would be a fair price for that property if sold at public auction?

A. Mr. Jewell and I went down there this morning, and we agreed that about eight hundred dollars would be a fair value for that property.

11. Q. In your opinion would it be to the interest and advantage of all of the parties to this proceeding to sell that property and divide the net proceeds among them according to their respective interests?

A. Yes I don't see how it could otherwise be done.

E. S. 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 in your answer.

A. No sir.

WILLIAM A. THOMPSON

There being no other witnesses to be examined or further testimony to be taken and neither party desiring further time for the production of evidence, your Examiner makes his return and certifies that he was engaged as such Examiner in taking this testimony two days and examined four witnesses, making the costs chargeable to the plaintiffs.

H.B.W. Mitchell, Examiner, - - - - - \$8.00  
 Mrs. Verna Crowl, Stenographer - - - - - 3.50  
 Grace Collier, witness, (plaintiff) .75  
 Edward S. Thompson, witness, - - - - - .75  
 Walter Jewell, witness, - - - - - .75  
 William A. Thompson, witness, - - - - - .75  
 \$14.50

H. B. W. MITCHELL  
 EXAMINER.

FINAL DECREE  
 Filed August 17, 1937.

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

Grace Collier and	#	
Thomas H. Collier, her husband,	#	
Plaintiffs,		
vs.	#	
Blanche Willis and John Willis,	#	Cause
her husband, Mina Sadler and Carey	#	
Sadler, her husband, Harry Bryan	#	No. 2986.
and Ollie May Bryan, his wife, Mary	#	
E. Bryan, single woman, Mary	#	
Catherine Thomas and Alphonso Thomas,	#	
Her husband, and Mary Catherine Bryan,	#	
infant.	#	
Defendants.		

FINAL DECREE.

This cause standing ready for hearing and being submitted without argument, all the proceedings were read and considered.

It is thereupon this 17th day of August, in the year nineteen hundred and thirty seven, by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, adjudged, ordered and decreed that the property mentioned in these proceedings be sold; that Richard T. Earle of Queen Anne's County, Maryland, 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 or the Clerk thereof, in the penalty of One Thousand Dollars, if corporate surety be given, otherwise in double said amount, 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 sale, having given at least three weeks previous notice by advertisement, inserted in a newspaper or newspapers published in Queen Anne's County, Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one half of the purchase price to be paid upon the ratification of sale, the balance within six months from the day of sale, or all cash at the option of the purchaser the credit payments to bear interest from the day of sale and to be secured to the satisfaction of the trustee, a deposit of \$200.00 on the purchase price will be required on day of 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 his proceedings relative to said 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 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 or the parties hereto, plaintiffs and defendants, and them 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 after deducting the costs 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, distribute the balance thereof under a future order of this Court.

THOS. J. KEATING

Filed Aug. 17, 1936.

CERTIFIED COPY OF BOND  
 Filed Sept. 1, 1937.

Queen Anne's County, to wit: Be it remembered that on the first day of September, in the year Nineteen Hundred and thirty Seven the following Bond was filed for Record, to wit:

Know all men by these Presents, that we, Richard T. Earle of Queen Anne's County, State of Maryland, as principal and The Maryland Casualty Com-

pany, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto The State of Maryland in the full and just sum of One Thousand Dollars (\$1,000.00) 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 first day of September in the year nineteen hundred and thirty-seven.

Whereas, the above bounden Richard T. Earle by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity has been appointed Trustee to sell the property mentioned in the case of Grace Collier and Thomas H. Collier, her husband, vs. Blanche Willis, et. al. said cause being No. 2986 now pending in said Court.

Now the condition of the above obligation is such that if the above bounden Richard T. Earle do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in the premises then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of Evelyn Connolly

Corporate Seals Place.

Richard T. Earle (SEAL)

The Maryland Casualty Company By H.B.W. Mitchell Attorney in fact.

On the back of the foregoing Bond was thus endorsed, to wit: Security approved and Bond filed Sept. 1st, 1937.

Wm. H. Carter, Clerk

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

I hereby certify, that the foregoing is truly taken and copied from Liber W. H. G. No. 1, folio 61, a Bond 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 1st day of September, A. D. 1937.

Seal's Place.

Wm. H. Carter, Clerk

REPORT OF SALE Filed Sept. 11, 1937.

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

Grace Collier and Thomas H. Collier, her husband,

vs.

Blanche Willis et al.

# # # # #

No. 2986.

REPORT OF SALE.

The report of sale of Richard T. Earle, trustee in this cause, to your Honors, respectfully shows:

That after having given three weeks previous notice of time, place and terms of sale by advertisement in Queen Ann's Record-Observer, a newspaper printed and published in Queen Anne's County of the property here-in decreed to be sold and having given corporate bond in the sum of One Thousand Dollars as provided in said decree passed in this cause, the said trustee on Friday, Sept. 19th., 1937, between the hours of three and four o'clock, P. M, did offer said real estate for sale to the highest bidder, in front of Edward Thompson's store in the town of Grasonville, as provided for in said advertisement, a copy of which is attached hereto together with certificate of publication of said advertisement.

Your trustee did first read said advertisement of sale and did further state that the taxes and insurance would be adusted to day of sale, and then and there sold the same to Miss Mamie E. Bryan, she being the highest bidder therefor at and for the sum of Nine Hundred and Twenty Five Dollars (\$925.00), and the said Mamie E. Bryan has made satisfactory arrangements for the settlement of same.

Respectfully submitted.

RICHARD T. EARLE 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 thirty seven, personally appeared before me, the subscriber, The Clerk of the Circuit Court for Queen Anne's County, Richard T. Earle, Trustee in this cause, and made oath in due form of law that the matters and facts set forth in the within and foregoing report of sale are true as therein stated to the best of his knowledge and belief and further made oath that the sale therein reported was fairly made.

WILLIAM H. CARTER  
Clerk of Circuit Court for Queen Anne's Co.

Filed Sept. 11th, 1937.

CERTIFICATE OF PUBLICATION  
OF SALE OF PROPERTY  
Filed Sept. 11, 1937.

PUBLIC SALE  
OF VALUABLE  
REAL ESTATE

The undersigned Trustee by virtue of a decree of the Circuit Court for Queen Anne's County in Equity in a cause their entitled Grace Collier, and Thomas H. Collier, her husband vs. Blanche Willis et al, being cause No. 2986 in said cause, said decree bearing date of August 17th, 1937, the undersigned will offer for sale and sell to the highest bidder on FRIDAY, SEPTEMBER 10, 1937 between the hours of 3 and 4 P. M., in front of the store of Edward Thompson, in Grasonville, Queen Anne's County, All that tract or lot of land situate in the town of Grasonville, Queen Anne's County, Maryland, adjoining J. Frank Bryan and others lying on the public road leading from Grasonville to Kent Island, and containing one acre of land, more or less, improved by a two story frame dwelling house, the same being known as the "Mary L. Bryan Property" and described in a deed from Joseph C. Bryan to Mary L. Bryan, said deed being recorded in Liber S. C. D. No. 3 folios 227 & etc., a Land Record Book for Queen Anne's County.

TERMS OF SALE

One half of the purchase price to be paid upon the ratification of sale the balance in six months from the day of sale, or all cash at the option of the purchaser, the deferred payments if any to bear interest and to be secured by a promissory note satisfactory to the undersigned trustee. A cash deposit of \$200.00 will be required on day of sale. Other terms to be made known on day of sale.

RICHARD T. EARLE  
Trustee.

Elmer Anthony, Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Sept. 11, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Public Sale of Valuable Real estate in the case of Grace Collier and Thomas H. Collier, her husband, vs. Blanche Willis, et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 26th day of August, 1937, being more than twenty days before the tenth day of September 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Sept. 11th, 1937.

N I S I

Grace Collier and  
Thomas H. Collier, her husband

VS.

Blanche Willis et al.

) IN THE CIRCUIT COURT  
)  
) FOR QUEEN ANNE'S COUNTY  
)  
) IN EQUITY  
)  
) CHANCERY No. 2986.

ORDERED, This 11th. day of September A. D., 1937, that the sale of Real Estate made and reported in this cause by Richard T. Earle, Trustee,



be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th. 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 16th. day of October next.

The Report states the amount of sales to be \$925.00.

WILLIAM H. CARTER Clerk

Filed Sept. 11th. 1937.

CERTIFICATE OF PUBLICATION  
OF NISI  
Filed Nov. 17, 1937.

N I S I

GRACE COLLIER and  
THOMAS H. COLLIER, her husband  
vs.  
BLANCHE WILLIS et al.

In the Circuit Court for Queen Anne's, In Equity. Chancery No. 2986.

ORDERED, This 11th day of September A. D., 1937, that the sale of Real Estate made and reported in this cause by Richard T. Earle, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of October next.

The Report states the amount of sales to be \$925.00.

WILLIAM H. CARTER, Clerk.

True Copy-

Test: WILLIAM H. CARTER, Clerk

Filed Sept. 11th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. November 17 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Grace Collier and Thomas H. Collier, her husband a true copy of which is hereto annexed, was inserted in the Queen Anne's Record-Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 16th day of Sept. 1937, being more than four weeks before the 16th day of October, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER  
PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed Nov. 18th, 1937.

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

Grace Collier and  
Thomas H. Collier, her husband,

#

vs.

#

Cause No. 2986.

Blanche Willis et al.

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#

FINAL ORDER OF RATIFICATION OF SALE.

ORDERED this 17th day of November in the year nineteen hundred and thirty seven, 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 and reported in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given in accordance with Order Nisi heretofore passed in this cause relative to said report of sale; and the trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the auditor.

WM. MASON SHEHAN  
Judge

Filed Nov. 18th, 1937.

REPORT AND ACCOUNT OF THE  
AUDITOR.  
Filed Dec. 3, 1937.

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

Grace Collier and  
Thomas H. Collier,  
her husband,  
Plaintiffs,

vs.

Blanche Willis and  
John Willis,  
her husband, et al.,  
Defendants.

Cause No. 2986.

To the Honorable, the Judges of said Court:

The report of Madison Brown, your auditor, unto Your Honors respectfully sets forth:-

That he has stated the within account by first charging Richard T. Earle, the trustee, with the amount of the gross sale made by him and herein reported and then thereout allowed to the trustee as follows:

His commissions for making the sale according to the rule of Court, the Court costs, costs of his bond, the charges of the auctioneer for selling the land, cost of advertising notices of the sale and the several orders nisi of the cause, taxes on the land sold by him and the fee of the auditor.  
The balance of the amount so charged remaining after these allowances is the net sale distributed among the parties owing the land at the time of the sale.

It appears from the proceedings that May L. Bryan died seized and possessed of the land sold sometime in the year 1904 according to the testimony and she left surviving her a husband, who must have taken a life estate in the whole land according to the law in force at the time of the marriage. He died before the day of the sale and his interest dies with him. She left seven children as her heirs at law. Four of these children, Grace Collier, Blanche Willis, Mina Saddler, and Mary E. Bryan were living on the day of the sale and are each entitled to one-seventh of the net sales. Joseph C. Bryan, junior, another child, conveyed his interest by deed (see Exhibit No. 2) unto another child, Harry E. Bryan, so that Harry E. Bryan who was living on the day of the sale was entitled to the share he inherited from his mother and that conveyed to him by his brother, equal to two-sevenths of the net sales.

James Bryan, another child who survived his mother, died before the time of the sale leaving as his heirs at law, his widow Catherine B. Bryan, who is now by marriage Catherine B. Thomas, and a child Mary Catherine Bryan, and the former is entitled to one-third of one-seventh of the net sale, and the latter the child is entitled to two-thirds of one-seventh of the net sale.

The auditor has distributed by the within account the net proceeds of the sale to the persons named according to their respective interests, except as to Harry E. Bryan's share.

Harry E. Bryan by a paper writing filed March 12, 1934 in this cause assigned unto Clarence P. Tarr his interest in the sales of the land to the extent of \$76.87. At the time this assign was made no decree had been passed. Clarence P. Tarr was not made a party to the suit.

The auditor views this assignment as a contract by Harry E. Bryan to assign, when the sale was made, unto Clarence P. Tarr his interest to the extent of \$76.87. For that reason the auditor has distributed unto Clarence P. Tarr out of the interest of Harry E. Bryan \$76.87 and the balance he has distributed unto Harry E. Bryan.

Which is respectfully submitted.

MADISON BROWN,  
Auditor.

December 3, 1937.

Cause No. 2986.

The proceeds of the sales of the real estate of Grace Collier and others in account with Richard T. Earle, trustee appointed by the decree filed in this cause to sell said real estate.

1937  
Sept.  
19

CR.

By amount of the gross sale of said real estate,  
per report of sale filed, to wit: \$ 925.00

1937  
Sept.  
19

DR.

To Richard T. Earle, trustee, for his commissions  
for selling said real estate per rule of court,  
the sum of . . . . . \$ 62.62

To do., for the court costs of this cause as set  
out in the bill of costs made by the Clerk  
as follows, to wit:  
Costs of W.H. Carter, clerk: . . . . . \$39.25  
Appear. fee of plaintiff's attorney 10.00  
Fees of J.E. Anthony, as-sheriff . . . 7.50  
Fees of guardian ad litem . . . . . 4.00  
Fees of Examiner . . . . . 8.00  
Charges of Examiner's Clerk . . . . . 3.50  
Witnesses before Examiner . . . . . 3.00  
Total . . . . . \$75.25 75.25

To do., for the amount paid J. E. Anthony for  
crying the sale made, per receipt for same  
exhibited, the sum of . . . . . 10.00

To do., for the costs of his bond filed herein  
paid the corporate surety thereon, per receipt  
for same exhibited, the sum of . . . . . 10.00

To do., for that part of state and county taxes  
on land sold for year 1937 paid by the trustee  
per terms of sale, per tax statement received  
by tax collector exhibited, the sum of . . . . . 4.00

To do., for amount paid Queen Anne's Record and  
Observer Publishing Company for costs of adver-  
tising in its county paper  
notices of sale . . . . . \$28.13  
order nisi on sale. . . . . 5.00  
order nisi on this audit. . . . . 3.50  
total per receipted account ex-  
hibited, the sum of . . . . . \$36.63 36.63

To Madison Brown, auditor, for stating this  
account, the sum of . . . . . 9.00

\$207.59

To balance for distribution among owners . . . . . 717.41

\$925.00 \$ 925.00

MADISON BROWN  
Auditor.

December 3, 1937.

Cause No. 2986.

The proceeds of the sales of the real estate of Grace Collier and others in  
account with Richard T. Earle, trustee appointed by the decree filed in this  
cause to sell said real estate.

DISTRIBUTION

CR.

By balance brought forward, to wit: . . . . . \$ 717.41

DR.

To Grace Collier,  
1/7 of said balance, to wit: . . . . . \$102.49

To Blanche Willis,  
1/7 of said balance, towit: . . . . . 102.49

To Mina Sadler,  
1/7 of said balance, to wit: . . . . . 102.49

To Mary E. Bryan,  
1/7 of said balance, to wit: . . . . . 102.49

Continued on Folio 620 of this Liber

Cause No. 3190.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-sixth day of November, in the year nineteen hundred and thirty eight, the following Transcript of Record from the Circuit Court of Baltimore City was filed for record, to wit:

## AMENDED BILL OF COMPLAINT

Filed 23<sup>rd</sup> March 1914

Bernard W. White,	:		
Josephine M. Denny,	:		
T. Walter White,	:	IN THE	
James F. White,	:		
Sue E. Norman,	:		
Gladys Ringgold, Adults,	:		
and Marmaduke G. White	:		
and John H. White, infants,	:		
by Julia E. White,	:	CIRCUIT COURT	
their Guardian and next friend,	:		
Complainants	:		
vs.	:	OF	
Catherine E. Winchester,	:		
Edmund W. Winchester,	:		
Elizabeth Stewart and	:	BALTIMORE CITY	
Raymond Stewart, her husband,	:		
Gervin Winchester,	:		
Pere Winchester,	:		
Raymond Winchester, Adults,	:		
and Catherine Winchester, infant,	:		
Defendants.	:		

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TO THE HONORABLE THE JUDGES OF SAID COURT:

The amended Bill of Complaint of Bernard W. White, Josephine M. Denny, T. Walter White, James F. White, Sue F. Norman, Gladys Ringgold, Adults and Marmaduke G. White, and John H. White, infants, by Julia E. White, their Guardian and next friend, all of Queen Anne's County, State of Maryland, respectfully shows to Your Honor:-

First - That on the 9th. day of August, in the year 1875, one Marmaduke G. White, late of Queen Anne's County, State of Maryland, died intestate, leaving real and personal property and leaving a widow, one Mary E. White and the following children, to wit:- Thomas W. K. White, Edward C. White, Anne Amelia White, James C. White and Catherine Elizabeth Winchester, wife of Pere Winchester, and William Frederick White, (who died however without leaving issue and before the final settlement of the estate of the said Marmaduke G. White), surviving him, and as his only heirs at law.

Second - That on the 5th. day of March, in the year 1880, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County, in equity, in a proceeding in which Thomas W.K. White et al, were Complainants and Mary E. White, et el were Defendants, said proceeding being No. 613 on the Chancery Docket of said Court, asking for the sale of all the real estate of the said Marmaduke G. White, for the purpose of dividing the proceeds arising from such sale among the parties entitled thereto, all of which said real estate was situated in Queen Anne's County, and consisted of two farms, one of which was sold to Thomas W. K. White, and the other, known as the "Home Farm" (also as "Good Hands Prospect"), situated on both sides of the public road, leading from Stevensville to Love Point, on the Chesapeake Bay and Chester River, in the Fourth Election District of said Queen Anne's County and containing 223 acres of land, more or less, was sold on the same day. i.e., August 8, 1880, to "Mary E. White, subject to the dower, or right to dower therein of the said Mary E. White, Widow of the said Marmaduke G. White, she being then and there the highest bidder therefor, at and for the sum of Nine thousand and thirty dollars (\$9,030.00)", by Messrs. John B. and Edwin H. Brown, Trustees, under a decree of said court in said proceedings aforesaid, A certified copy of said Bill of Complaint is filed herewith, marked Complainants Exhibit No. 1. & a certified copy of the Report of Sale is also filed herewith marked Complainants Exhibit No. 2, as parts of this Bill.

Third - That on or about the 2nd. day of August, 1882, Catherine E. Winchester, (usually known as Kate E. Winchester, one of the aforementioned children of the late Marmaduke G. White and Mary E. White) being desirous of getting her distributive share of the estate of her father, Marmaduke G. White, including her portion of the proceeds of the two aforementioned farms and an item of six hundred and thirty-three dollars and seventeen

cents (\$633.17), being her portion of an open account of long standing due by her father, Marmaduke G. White, to her mother, Mary E. White, sold and assigned her interest in her father's estate to one J. Hersey Hall, for Seventeen Hundred Dollars (\$1700.00), which according to the Auditor's Reports, Marked Complainants Exhibits, Nos. 4, 5 and 6 and filed as part of this bill, is within Two dollars (\$2.00) of the amount which said Catherine E. Winchester (Kate E. Winchester) was entitled to receive by virtue of said Auditor's Report, The amounts being as follows:-

Awarded as distributive share in the two aforementioned farms.....	\$1,068.83
Awarded as portion of the open account due Mary E. White.....	633.17
Total.....	\$1,702.00

Said J. Hersey Hall subsequently, in November of the same year, 1882, sold and assigned the said interests of Catherine E. Winchester (Kate E. Winchester) to John B. Brown, as will appear by reference to certified copies of said assignments marked Complainants Exhibits, Nos. 9 and 10, filed herewith as part of this bill. And that the respective distributive share due the said Kate E. Winchester, from the estate of the late Marmaduke G. White and which was due the said John B. Brown, as her assignee, was set to his use and paid to him, as will more particularly appear by reference to the Auditor's Report and accounts heretofore referred to and Marked Complainants Exhibits, Nos. 4, 5, and 6. And that in order to pay said assignee of the share of the said Catherine E. Winchester (Kate E. Winchester) the amount to which the said Catherine E. Winchester was entitled, the said Mary E. White was compelled to mortgage the Home Farm, which mortgage has been released and other mortgages substituted from time to time, and that the present outstanding mortgage is to Charles W. Slagle of Baltimore City, in the sum of Fifteen hundred dollars (\$1500.00) a certified copy of which, marked Complainants Exhibit No. 15, is filed herewith as part of this Bill.

Fourth - The one child, Catherine E. Winchester (Kate E. Winchester) having received her full share of the purchase price of the said Home Farm in the above described manner, the remaining four children of Marmaduke G. White, namely Thomas W. K. White, Anne Amelia White, James C. White, James C. White and Edward C. White made the following arrangement as to their respective shares, in order to enable their mother, Mary E. White to become the purchaser of the Home Farm, she being unable to pay them their respective shares of the purchase price, to wit:- On the 28th. day of February, 1883, an agreement was entered into by the said Mary E. White with these said four children, Thomas W. K. White, Anne Amelia White, James C. White and Edward C. White, a certified copy of which agreement is filed herewith marked Complainants Exhibit No. 3, as part of this bill, which said agreement provides, among other things that the said Mary E. White;

"agrees and obligates herself that her will as now made and in the possession of John B. Brown shall be and remain as the consideration for the following undertaking and agreement on the part of her children, as follows, to wit:-

the agreement then provides on behalf of the children who are named as parties thereto that they thereby assign their;

"respective distributive shares of the proceeds of the sale of the said Home Farm bought by the said Mary E. White, to her use absolutely, in order to enable her to pay for the farm, she having however, to provide for the payment of the amount due to the assignee of Mrs. Kate E. Winchester (Catherine Elizabeth Winchester) as per agreement heretofore made between Mary E. White and John B. and Edwin H. Brown, Trustees."

And furthermore as an additional consideration for the said Mary E. White making her will as aforesaid, an allowance is provided in said agreement that before there is a distribution of the proceeds of the sale of the Home Farm there is to be paid out of said gross proceeds an open account claim due and owing by the said Marmaduke G. White to the Mary E. White, which said account, with interest to date of said sale, amounted to Three thousand five hundred and seventy-six dollars and thirty-seven cents (\$3,576.37); this open account claim being of very long standing, all of which will appear by reference to the Auditor's Report and Account and Court's Order ratifying the same, filed herewith marked Complainants Exhibit Nos. 4, 5, 6, and 7, as part of this bill.

Fifth - That by the terms of said agreement (Complainants Exhibit No. 3) the right of James C. White to take thereunder, he being a minor at the time of the execution of said agreement, depended upon his confirmation of said agreement when he arrived at age, and that in furtherance of said right the said James C. White after he had arrived at the age of twenty-one years executed a confirmatory deed thereof, dated the 24th. day of June, 1890, which said deed was filed in Chancery proceedings, No. 613, in the Circuit Court for Queen Anne's County, in Equity, in the case of White, et al., vs. White, et al., and also filed and recorded in Liber W. D. , No. 4, folio 365, etc., a Land Record Book for Queen Anne's County, a certified copy of which is filed herewith marked Complainants Exhibit No. 8, as part of this bill.

Sixth - That it will further appear from the Auditor's Report and Accounts marked Complainants Exhibits Nos. 4, 5, and 6, that the terms of said agreement (Complainants Exhibit No. 3) were fully carried out by the children of the said Marmaduke G. White and Mary E. White, who were parties to this agreement, and that the open account was duly allowed to the said Mary E. White and that

the respective interests of Thomas W. K. White, James C. White, Anne Amelia White and Edward C. White in the net proceeds of the sale of the Home Farm, purchased by the said Mary E. White, were duly assigned and set to the use respectively of the said Mary E. White, and that the interests of the said Catherine Elizabeth Winchester (Kate E. Winchester) in the net proceeds of the said farm were set to the use of John B. Brown, her Assignee, under the deeds of assignment above referred to and filed herewith. That this agreement was of great value and benefit to the said Mary E. White and was a great loss and sacrifice to the other parties thereto, who had strictly observed and abided by the terms and conditions thereunder.

Seventh - That by the terms of the will of the said Mary E. White referred to in and made a part of the said agreement between Mary E. White and Thomas W. K. White, et al., (Complainants Exhibit No. 3), which will was executed on the 14th day of June in the year 1882, the said Mary E. White devised all her property, real, personal and mixed, of every kind and description unto her four children the said Thomas W. K. White, Edward C. White, Anne Amelia White and James C. White in fee simple in equal parts. The aforesaid will further provided that if any of the said four children died before the Testatrix's decease, leaving children, she devised the parents share so dying unto his or her children, or issue, or in case one or more of said four children should die during her life leaving no children, she devised his, her or their share or shares, (including survivorship share) to the survivors of them, and the children or issue of any dying, leaving children or issue, the child, children or issue of any dying to take the parents place and to take per stirpes, all of which will more particularly appear by reference to the copy of said will which is filed herewith marked Complainants Exhibit No. 11A.

Eighth - That all of the said four children of the said Mary E. White mentioned in the agreement and will aforesaid, have died, and that Thomas W. K. White was the last of the four children to die and the only one of them to leave surviving him any children, and that he left surviving him eight children, who are the complainants in this Bill.

Ninth - That your complaintants aver that the following children of the said Thomas W. K. White are of legal age; Bernard W. White, Josephine M. Denny, T. Walter White, James F. White, Sue E. Norman and Gladys Ringgold, and that the other two children, namely Marmaduke G. White and John H. White are infants and that Julia E. White, their mother, is their duly appointed guardian, having been appointed by an order of the Orphans' Court for Queen Anne's County, dated the 11th day of June in the year 1901, a certified copy of which order is filed herewith marked Complainants Exhibit No. 12.

Tenth - Your complaintants aver and verily beleive that in the past ten years, more or less, the said Mary E. White has made her home with her sole surviving child, Catherine E. Winchester (Kate E. Winchester), with whom she resided at the time of her death, in the City of Baltimore, State of Maryland which occured on the 2nd day of April, in the year 1913.

Eleventh - That notwithstanding the solemn agreement and contract entered into by the said Mary E. White, (Complainants Exhibit No. 3), there has been filed for probate in the Orphans' Court for Baltimore City, a paper purporting to be the last will and testament of the said Mary E. White, bearing date, the 21st day of October, in the year 1912, by the terms of which paper writing, in direct contravention of the express agreement, understanding and undertaking of the said Mary E. White, all her property, real, personal and mixed, is devised and bequeathed to her daughter Catherine Elizabeth Winchester (Kate E. Winchester) and after her death to her children and their heirs and assigns forever, a certified copy of which alleged will and testament is filed herewith, marked Complainants Exhibit No. 13.

Twelfth - That your complaintants aver and verily beleive that the said Kate E. Winchester has the following children living at the present time (none of her children having died leaving issue), Edmund W. Winchester, Pere Winchester, Elizabeth Stewart, who has married one Raymond Stewart, and Raymond Winchester all of whom are of age and reside in the State of Maryland, and Gervin Winchester, who is of age and Catherine Winchester, who is an infant, both of whom last two reside in the City of Baltimore.

Thirteenth - That the defendants named in this Bill of Complaint are the said Catherine E. Winchester and the above named children, they being the beneficiaries under the alleged wrongful will of the said Mary E. White (Complainants Exhibit No. 13).

Fourteenth - That your complaintants are informed and verily beleive that the only property of value of which the said Mary E. White died and seized and possessed was the Home Farm above mentioned, which she had purchased in the manner hereinbefore set forth, and that furthermore the said Home Farm was the only real estate which the said Mary E. White ever owned or possessed; that she became the purchaser of it both prior to the making of the first will (Complainants Exhibit No. 11A and prior to the signing of the aforesaid agreement (Complainants Exhibit No. 3) and that the said Home Farm has remained in her possession continuously up to the time of her death and that for a more particular description of said Home Farm reference is hereby made to a certified copy of a deed thereof from John B. Brown and Edwin H. Brown, Trustees, to Mary E. White, which was filed herewith marked Complainants Exhibit No. 14, as part of this bill.

Fifteenth - That by the express terms of said agreement (Complainants Exhibit No. 3) and the will which was made a part thereof (Complainants Exhibit No. 11A) the said Mary E. White for valuable consideration did relinquish

all right or power to change or alter the final disposition of her property as made under said will, and that therefore the attempt of the said Mary E. White to devise and bequeath her property to others than as set forth in the agreement and will aforesaid (Complainants Exhibits No. 3 and 11A) should be without force and effect whatsoever.

Sixteenth - That your complainants are without remedy save through the intervention of this honorable Court.

TO THE END THEREFORE:

FIRST: That said agreement and contract as set forth in (Complainants Exhibits Nos. # and 11A) should be specifically enforced, as follows:-

SECOND: That this Honorable Court decree that the aforesaid Home Farm described in said agreement and contract be impressed with a trust in favor of the complainants.

THIRD: That a Trustee be appointed by this Honorable Court for the purpose of conveying to the complainants, as tenants in common, subject to the aforementioned existing mortgage, the said Home Farm.

FOURTH: That in execution of such trust the Trustee so appointed be ordered by a decree of this Honorable Court to convey to the complainants, as tenants in common, subject to the aforesaid existing mortgage, the said Home Farm.

FIFTH: That said defendants be decreed by this Honorable Court to account to the complainants through said Trustee for all monies, rents and profits from the said Home Farm that have come into their hands since the death of the said Mary E. White, or may so come.

SIXTH: That this Honorable Court enjoin the defendants and all the beneficiaries under the will of Mary E. White, bearing date of October 21, 1912 (Complainants Exhibit No. 13) from ever questioning or disputing the title, which the complainants shall so receive from the said Trustee.

SEVENTH: That the complainants may have such other and further relief as their case may require.

May it therefore please this Honorable Court to grant unto the complainants an order of publication, giving notice to the said Elizabeth Stewart and Raymond Stewart, her husband, Edmund W. Winchester and Pere Winchester, and Raymond Winchester, who reside out of the State of Maryland, of the object and substance of this Amended Bill and warning them to appear in this Court in person, or by solicitor, on a certain day to be named therein, to answer the premises and abide by and perform such decree or decrees as may be passed therein; and also a writ of subpoena directed to the said Catherine E. Winchester, Gervin Winchester and to the infant defendant, Catherine E. Winchester all of whom reside in the City of Baltimore, commanding them and each of them to appear, either in person or by solicitor, in this Court on a certain day to be named therein to answer the premises and abide by and perform such decree or decrees as may be passed therein.

And as in duty bound, etc.

Edwin H. Brown, Jr.  
Semmes, Bowen & Semmes  
Solicitors for Complainants

STATE OF MARYLAND )  
QUEEN ANNE'S COUNTY ) SS.

I hereby certify that on this sixteenth day of March, in the year nineteen hundred and fourteen, before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for the County of Queen Anne's, personally appeared two of the complainants, Bernard W. White and T. Walter White, and made oath in due form of law that the matters and things stated in the foregoing Amended Bill of Complaint are true, as therein set forth, to the best of their knowledge and belief.

Wm. E. Thompson

Justice of the Peace

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

I HEREBY CERTIFY, That WM. E. Thompson, Esquire, before whom the annexed oaths were made and who hath hereto subscribed his name was at the time of so doing, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgements. 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 Queen Anne's County, this 17<sup>th</sup> day of March, A. D. 1914.

William S. Watson, Clerk

Circuit Court for Queen Anne's County.

STATE OF MARYLAND,

CITY OF BALTIMORE, SS:

I, Charles R. Whiteford, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Amended Bill of Complaint now on file in this office in the cause therein entitled as above.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 19<sup>th</sup> day of November A. D. 1938.

CHAS. R. WHITEFORD

CLERK

"COMPLAINANT'S EXHIBIT EXAMINER B"

LAST WILL AND TESTAMENT OF MARY E. WHITE

In the name of God, Amen

I, Mary E. White of Queen Anne's County, State of Maryland, do make, publish and declare this to be my last will and testament.

FIRST:- I do will and direct that all my just debts shall be paid.

SECOND:- I do give and bequeath to Edmunch C. White and James C. White, my two sons, at present living home with me, all my horses, cattle, sheep, hogs and farming implements and utensils of everykind and description, including wagons, carts, gear, machinery &c. used in farming by me on the farm where I reside as well as all such as I shall hereafter purchase and obtain and the increment thereof.

Third:- I do give and bequeath to my Daughter Anne Amelia White, who has been a very dutiful child; my piano, and the parlor sett of furniture and the bed room sett of furniture in the room above the parlor.

FOURTH: I do give and bequeath to my son, James C. White, a bed room sett of furniture & my writing desk with top to it.

FIFTH:- I do give and bequeath to my son, Edmund C. White, a bed room sett of furniture and the dining room sett of furniture.

SIXTH:- I do give and bequeath the rest and residue of my house hold & kitchen furniture to be equally divided between Annie Amelia White, Edmunch C. White and James C. White.

SEVENTH:- All the rest, residue and remainder of my estate real, personal or mixed of every kind, character and description, I do give, devise and bequeath in equal parts to my four children Thomas W. K. White, Edmund C. White and James C. White in equal parts in fee simple absolute.

EIGHTH:- In case any one of my four children named in Item 7th, shall die before I do leaving children I do give, devise and bequeath the parent's proportion of my estate as mentioned in Item 7th, to his or her children or issue to take per stirpes.

NINTH:- In case any one or more of my children named in Item 7th of this will shall die during my life, leaving no children or legal issue to take his, her or their share of my estate as provided in 7th & 8th Items of this will, I do give, devise and bequeath his, her or their share or shares (including survivorship shares) to the survivor or survivors of them and the children or issue of any dying leaving children or issue - the child, children or issue of any dying to take his parent's place and to take per stirpes.

As witness my hand and seal this 14th day of June 1882.

Mary E. White (SEAL)

Signed, sealed, published and declared as and for her last will and testament by Mary Elizabeth White, the above named testatrix as and for her last will and testament in our presence and in the presence of each of us, who in her presence and by her request and in the presence of each of us have hereunto subscribed our names as witnesses hereto on this 14th June, 1882.

John B. Brown

Wm. McKenney

Daniel Tilghman

I, Mary E. White, of Queen Anne's County, Maryland, do make this as a codicil to my last



will and testament.

Item 1. Edmund C. White, having died I do hereby substitute Thomas W. K. White in his place and stead in the legacies given to Edmund by my said will.

Item 2. Anna Amelia White having died I hereby substitute James C. White in her place and stead in the legacies given by my said will.

Item 3. I do confirm my will in, all its other parts, the effect thereof being to make Thomas W. K. White and James C. White or the survivor of them or their issue in case of the death of either leaving issue sole owner of all my real and Personal Estate not disposed of before the 7" Item in my said will.

Witness my hand and seal this \_\_\_\_\_ March 1886.

Mary E. White (SEAL)

Signed, Sealed, Published and declared by the above named Testatrix as and a codicil to her last will and testament in our presence and the presence of each of us, who in her presence and in the presence of each has subscribed our names as witnesses hereto.

Walter K. White

Emory S. Skinner

I, Mary E. White, of Queen Anne's County, State of Maryland, do make this as a codicil to my last will and testament and her first codicil thereto.

Item I I do hereby confirm and ratify the provisions of my said will and codicil thereto as heretofore by me made and in the custody and care of John B. Brown of said County and State whereby my son, Thomas W. K. White becomes at my decease the owner in fee of my real estate- and in case of his decease during my life his issue or decendants become the owners, in fee thereof.

I hereby with consent of my son, Thomas W. K. White charge my real estate with a legacy of Eight Hindred Dollars to be paid to my grandson Edmund W. Winchester, when he is old enough as a help to start him in business or to enable him to complete his education if he shall so desire to use it- to bepaid at the appointed time without interest thereon and I shall look to my son, Thomas W. K. W White to carry this into effect.

As witness my hand & seal.

Mary E. White (SEAL)

Signed, sealed, published and declared by the above named Testatrix as a codicil to her last will in our presence and the presence of each of us who at her request and in her presence have signed the same as witnesses hereto.

Elmbert V. Clements

J. Madison Brown

STATE OF MARYLAND

CITY OF BALTIMORE, SS:

I, Charles R. Whiteford, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Complainant's Exhibit Examiner "B" now on file in this office in the cause therein entitled Bernard W. White, et al vs. Catherine E. Winchester, et al.

In testimony whereof, I hereto set my hand and affix the seal of the said Circuit Court, this 19th day of November A. D. 1938.

SEAL'S

Chas. R. Whiteford

PLACE

Clerk

DECREE

Filed 31" December 1915

Bernard W. White, et al. :  
VS. :  
Catherine E. Winchester, et al. :

IN THE  
CIRCUIT COURT  
OF  
BALTIMORE CITY

DECREE

This case standing ready for hearing and being submitted, the counsel for the parties were heard and the proceedings read and considered.

IT IS THEREUPON this 31st day of December, 1915, by the Circuit Court of Baltimore City, ADJUDGED, ORDERED AND DECREED that the said agreement and

contract as set forth in Complainants' exhibits Nos. 3 and No 11A, shall be specifically enforced in the following manner, namely:-

That the said "Home Farm" ( also known as "Good Hands Prospect") situated on both sides of the public road leading from Stevensville to Love Point, on the Chesapeake Bay and Chester River, in the Fourth Election District of Queen Anne's County, and as more particularly described in the certified copy of the deed from John B. Brown and Edwin H. Brown, Trustees, to Mary E. White, filed as Complainants' Exhibit No. 14, be and the same is hereby impressed with a trust in favor of the Complainants to this cause, and that to this end Edwin H. Brown, Jr. be and he is hereby appointed by this honorable Court as Trustee of the said HOME FARM, for the purpose of conveying the same by a good and sufficient deed unto the said Complainants to this cause, as tenants in common, in fee simple, and that in execution of such trust, the said Edwin H. Brown, Jr., Trustee, be and he is hereby ordered by this Honorable Court to convey by a good and sufficient deed, to be executed, acknowledged and recorded according to law, the said "Home Farm" above described, unto the said Complainants to this cause, and all their heirs forever, in fee simple, as tenants in common, free, clear and discharged from all claims of the Defendants to this cause, or any of them, or those claiming by, from, or under them, or either of them, subject, however, to the existing mortgage upon the said property now held by Charles W. Slagle, as set forth in Complainants' Exhibit No. 15.

And it is further ADJUDGED, ORDER AND DECREED by this Honorable Court, that they, the defendants, shall on or before the 31st day of January, 1916, fully account for and pay over unto the said Edwin H. Brown, Jr., Trustee, all monies, rents and profits from the said Home Farm which have accrued and come into the hands of the said defendants or their agents, from the death of the said Mary E. White, on the 2nd. day of April, 1913, to the day above set forth.

And it is further ADJUDGED, ORDERED AND DECREED that all and each of the Defendants to this cause, be and they are hereby permanently enjoined by this Honorable Court from ever questioning, disputing or contesting the title which the said Complainants shall receive from the said Edwin H. Brown, Jr., Trustee, according to the above provisions.

And it is further ADJUDGED, ORDERED AND DECREED that the costs in this Court be paid by the Defendants.

Carroll T. Bond

Judge

STATE OF MARYLAND,

CITY OF BALTIMORE: SS:

I, Charles R. Whiteford, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Decree of Court now on file in this office in the cause therein entitled as above.

Seals

In testimony whereof, I hereto set my hand and affix the seal of the said Circuit Court, this 19th. day of November A.D. 1938.

Place

Chas R. Whiteford

Clerk

Filed Nov. 26th., 1938.

Cause No. 1054.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Second day of December, in the year Nineteen Hundred and Ninety One, the following Bill and Exhibits were filed for record, to wit:

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

P. Henry Feddeman and Robert M. Price  
and P. Henry Feddeman and Charles N. Clash Co.  
partners late trading as Feddeman and Clash,  
Plaintiffs

vs.

B. Palmer Keating Administrator de bonis  
non, cum testamento annexo of William F. Parrott,  
deceased, James P. Parrott, Mollie P. Mc-  
Feeley, formerly Mollie P. Parrott, Benjamin  
N. Wright and Ethlin Wright his wife, Walter  
B. Simpson and Emma P. Simpson his wife, Margaret  
E. Thornton formerly Margaret E. Parrott, Henry  
G. Thornton, Mabel E. Thornton, Fletcher P. Thorn-  
ton, Lizzie McFeely, Rachel M. Smith formerly  
Rachel M. McFeely and Joseph R. Smith her husband,  
Fannie B. McFeely and Jane P. McFeely,  
Defendants.

To the Honorable, the Judges of said Court.

Your orators, P. Henry Feddeman, Robert M. Price, P. Henry Feddeman and Charles N. Clash, co-partners, late trading as Feddeman and Clash, who sue as well for themselves as well as for all other creditors of William F. Parrott, late of Queen Anne's County deceased, who will come in and contribute to the expenses of this suit, complaining say,-

1. That the said William F. Parrott was in his life time, to wit on the 17th day of June 1873, indebted to one William B. Tilghman Agent for Indiana M. McCash, in the sum of Six Hundred Dollars, bearing interest from that date, on which said date the former made to the latter a mortgage upon certain real estate hereinafter referred to as "The Carter Farm", to secure the payment of same; (that the said mortgage has been duly assigned to the complainant P. Henry Feddeman as will appear by the original of said mortgage and assignments thereon herewith filed marked Exhibit A")

2. That the said William F. Parrott was also in his life time indebted unto your orator Robert M. Price in the sum of Five Hundred and Fifty Dollars on a certain promissory note dated October 22d. 1885, payable five months after date, as will appear by reference to said promissory note herewith filed as part of this bill marked Exhibit B.

3. That the said William F. Parrott was also in his life time indebted unto your Orator P. Henry Feddeman and Charles N. Clash, co-partners, late trading as Feddeman and Clash, as follows, to wit:- by promissory note dated September 8th, 1885, for Thirteen Hundred and Ninety dollars and forty-three cents, - (\$1390.43); by promissory note dated October 1, 1885, for Eleven Hundred and sixty seven dollars and ninety eight cents (\$1167.98) payable twelve months after date; by promissory note dated October 1, 1885, for the sum of Eleven Hundred and Sixty-Seven dollars and ninety Eight cents \$1167.98 payable twelve months after date; by promissory note dated December 2d. 1885, for the sum of one hundred and sixty five dollars and sixty cents, payable six months after date: by promissory note dated February 12th 1886, for the sum of Twelve Hundred and Thirty-Eight dollars and forty cents, payable six months after date; as will appear by reference to said several promissory notes herewith filed marked respectively Exhibit C. D. E. F. & G. and prayed to be taken part of this bill.

4. That the said William F. Parrott being indebted unto your orators as aforesaid, and also unto divers other persons departed this life on or about the first day of March 1886, leaving real and personal estate of great value; leaving no widow, but leaving a last will and testament, and the following children and heirs at law, viz:-

A. James P. Parrott, who is of full age and resides in Kent County.

B. Ethlin Wright, wife of Benjamin N. Wright, both of whom reside in the City of Annapolis, and are of full age.

C. Emma P. Simpson, wife of Walter B. Simpson, both of whom reside in Queen Anne's County, and are of full age.

D. Mollie P. McFeely, formerly Mollie P. Parrott, who is of full age and resides in Baltimore City.

4. That the real estate of which the said William F. Parrott died seized, is as follows:-

F. The farm known as "The Carter Farm" situate on the

road leading from Centreville to Wye Mills, containing Three Hundred and Fifty Acres of land, more or less.

G. The farm known as the Peters Farm", situate in the third election district of Queen Anne's County, at the junction of two roads leading towards Halls Cross Roads from Centreville, containing Two Hundred and Fifty acres of land more or less.

H. The farm known as "The Woodford Farm", situate in said third election district on the South side of the Public Road leading from Centreville to Ruthsburg, containing two hundred and twenty acres of land, more or less.

5. That the said William F. Parrott left a last will and testament and codicil thereto, which has been duly admitted to probate by the Orphans Court for Queen Anne's County, whereby he devised the aforesaid Farm Known as "The Carter Farm", to the said Margaret E. Thornton, for life, with remainder to her children, living at the time of her death, in fee; and if she should die without leaving children living at the time of her death, then to the testators son James, and his daughter Ethlin, Mollie, and Emma and the survivor of them &c.

6. That by said last will and testament he also devised the said farm known as The Peters Farm", to Thomas J. Keating as Trustee during the life of the testators son James and then over &c. as will appear by reference to a copy of said will herewith filed marked Exhibit H. & prayed to be taken as part of this bill of complaint.

7. That the said William F. Parrott also by the said last will attempted to devise certain real estate called "Walnut Ridge" and "Little Eagle" &c. in three parcels:- one parcel to the said Mollie P. McFelly- one parcel to the said Ethlin Wright, - and one parcel to the said Emma P. Simpson, for their respective lives, and then to their respective children in fee; and if any of the three should die without children living at the time of their death respectively, then to the two, or other of the three and the said James and Margaret E. and the survivor of them for life, and then to the descendants of same in fee, per stirpes, and not per capita.

8. That the real estate aforesaid known as "Walnut Ridge", and "Little Eagle" &c. having descended to the said Ethlin, Emma, Mollie, Margaret and James, from their late Mother Rachel Margaret Parrott, subject to the estate for life, by courtesy, of the said William F. Parrott, the said Ethlin and Emma demand the right of the said William F. Parrott to dispose of their interests as tenants in coparcenary, each of an undivided one fifth in fee, in the same; and on their petition, filed in their behalf, by their next friends and husbands Benjamin N. Wright and Walter B. Simpson, after due proceedings thereon, a decree was passed by this honorable court, for the sale of the same, dated July 5, 1889, as will appear by the proceedings in this Court, entitled, Ethlin Wright, by her next friend &c. vs. James P. Parrott and others.

9. That on the 14<sup>th</sup> day of April 1886 a paper writing, purporting to be signed by Margaret E. Thornton, William E. Thornton, James P. Parrott and Mollie P. McFeely, dated March 25<sup>th</sup>, 1886, was filed in the Orphans Court for Queen Anne's County, wherein it is stated, that these parties assent to the terms and provisions of the aforesaid last will and testament and codicil of the said William F. Parrott, as will appear by reference to a duly certified copy of said paper writing, herewith filed marked "Exhibit I".

10. That letters of Administration Pendente Lite were granted and committed by the Orphans Court for Queen Anne's County to William E. Thornton, the person named as Executor in said will, as will appear by a copy of his letters herewith filed marked "Exhibit J".

11. That the said William E. Thornton departed this life some time in the year 1888, and letters of Administration de bonis non, cum testamento annexo, were granted and committed by the said Orphans Court to B. Palmer Keating of Queen Anne's County, as will appear by certificate of letters herewith filed marked "Exhibit K".

12. That your orators are advised that the personal estate of the said William F. Parrott in the hands of his Administrators was insufficient for the payment of all his paid debts, and has been applied by them to the payment of other debts, Your orators and the other creditors of the said William F. Parrott are entitled to have their claims paid out of the real estate of their aforesaid debtor.

13. That Henry L. Thornton, Mabel E. Thornton, Fletcher P. Thornton, children of the said Margaret E. Thornton, Lizzie McFeely, Racel M. Smith, Fannie B. McFeely and Jane P. McFeely are the only children of the said fide children of William F. Parrott now living

To the end therefore

1 That the real estate of the said William F. Parrott deceased hereinbefore mentioned, or so much thereof as may be necessary for the purpose may be sold for the payment of your orators claims, and those of the other unsatisfied creditors of said deceased.

2 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, writs of subpoena against the said Walter B. Simpson and Emma P. Simpson his wife of Queen Anne's County, James P. Parrott of Kent County, Benjamin N. Wright and Ethlin Wright his wife of Anne Arundel County, Margaret E. Thornton, Henry L. Thornton, Mabel E.

and Fletcher P. Thornton, the last three of whom are infants, under the age of twenty one years and reside in Baltimore City; and against the said Mollie P. McFeely, Lizzie McFeely Joseph R. Smith and Rachel M. Smith his wife, Fannie B. McFeely and Jane P. McFeely, the last two of whom are infants under the age of twenty-one years, and all of whom reside in Queen Anne's County, except Lizzie McFeely, Joseph R. Smith and Rachel M. Smith his wife, who reside in Baltimore City, commanding them, and each of them to appear in this Court at some certain day to be therein named, to answer the premises, and abide by and perform such decree as may be passed therein, and as in duty bound &c.

Thos. J. & B. P. Keating  
Solicitors for the  
Complainants.

Exhibit A  
Filed Dec. 2, 1891.

This Mortgage, Made this 17th day of June, in the year of our Lord eighteen hundred and seventy three, by me Wm. F. Parrott now residing in Queen Anne's County in the State of Maryland, witnesseth, that in consideration of the sum of Six Hundred Dollars, now due from me the said William F. Parrott to Mrs. Indiana M. McCosh of Queen Annes County aforesaid, I the said William F. Parrott, do grant unto the said Indiana M. McCosh in fee simple, all that tract or parcel of land called Prouses Parke Union adjoining the lands of Mathias George, William McKemney, Richard J. Carter and others which he the said William F. Parrott bought of Thos. J. Keating Trustee of the Carter Heirs containing Three Hundred and Eighteen Acres or thereabouts, lying and being in Queen Annes County about four miles from the Town of Centreville of the said County which parcel of land is particularly described by metes and bounds, courses and distances in a deed conveying the said farm from Thos. J. Keating Trustee of the Carter Heirs to me the said William F. Parrott. Provided that if I the said William F. Parrott shall pay, on or before the 17th day of June, in the year eighteen hundred and seventy five, to the said Indiana M. McCosh the aforesaid sum of Six hundred dollars, with interest thereon from the date hereof, which interest is to be paid semi annually from the said date, and shall also perform all the covenants herein on my part to be performed, then this mortgage shall be void. And I the said William F. Parrott do hereby covenant that I will well and truly pay to the said Indiana M. McCosh, her heirs, executors, administrators or assigns, the aforesaid sum of Six Hundred Dollars and the interest thereon, at the time herein before limited for the payment thereof respectively. And it is hereby agreed that until default shall be made in the premises, I, the said William F. Parrott, shall possess the property hereby mortgaged as of my present estate therein.

But in case of any default being made in any condition of this mortgage, either in the payment of the principal sum of Six hundred dollars or of the interest thereon, at the times hereinbefore limited for the payment thereof respectively, and such default shall continue for the space of thirty days, then it shall be lawful for the said Indiana M. McCosh, her executors, administrators or assigns, or her or their duly constituted Attorney, or Agent, to sell all the property hereby mortgaged, or so much thereof as may be necessary, for cash; which sale shall be made in the following manner, by giving at least twenty days notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Queen Annes County aforesaid; and the proceeds arising from such sale shall be applied, first to the payment of all expenses incident to such sale, secondly to the payment of all moneys owing hereunder whether the same shall have then matured or not, and including all cost, charges and commissions which the said Indiana M. McCosh may or be put to for collecting the said moneys; and the balance of the said proceeds of sale shall be paid over to me the said William F. Parrott, or to my executors, administrators or assigns; and it is further mutually understood and agreed by and between the parties hereto, that the said Wm. F. Parrott may, at any time after the lapse of one year from the date hereof, pay off and discharge this mortgage by paying the principal sum hereby secured, and all interest thereon to the day of the payment thereof.

Witness my hand and seal this 17th June 1873.

Test

W. F. PARROTT (SEAL)

John W. Tarmon

State of Maryland Queen Annes County to wit: I hereby certify that on this 17th day of June in the year eighteen hundred and seventy three before the subscriber a Justice of the peace of the State of Maryland in and for Queen Annes County personally appeared William F. Parrott and acknowledged the foregoing Mortgage to be his act. And I further certify that at the same time before me also personally appeared Indiana M. McCosh the mortgagee named in the said Mortgage and made oath on the Holy Evangely of Almighty God, in due form of law, that the consideration set forth in the said deed of mortgage is true and bona fide as therein set forth.

John W. Tarmon J. P.

And on the back of the foregoing mortgage are the following endorsements, to wit:

Received the 17<sup>th</sup> day of June, 1873 and Recorded in Liber J. W. No. 4 folios 151 & 152 one of the Land Record Books for Queen Anne's County.

James Wooters, Clk.

Interest paid in full on this Mortgage to June " 1876 (W.B. Tilghman Agt.)

For value received, to wit the sum of Six Hundred and Five Dollars I hereby assign the within Mortgage to B. Palmer Keating, without recourse to or guarantee from me or my principal Indianna M. McCosh, Witness my hand and seal this 22 day of September 1885.

Test C. C. Tilghman

Wm. B. Tilghman Agt. (SEAL)  
For I. M. McCosh

Received December the fourth 1885 and recorded in Liber J. W. No. 4 folio 152 a Bond Record Book for Queen Anne's County. pr: S. C. Dudley Clerk

For value received, to wit: the sum of Six Hundred Dollars, I hereby assign the within and foregoing mortgage to Sarah E. Boyer.

Witness my hand and seal this 23<sup>d</sup>. day of September eighteen hundred and eighty-five.

Test: S. C. Dudley

B. Palmer Keating (SEAL)

Received December the fourth Eighteen hundred and Eighty five and recorded in Liber J. W. No. 4 folio 379 &c. a Land Record Book for Queen Anne's County.

pr:  
S. C. Dudley Clerk

For value received I hereby assign the within mortgage to Annie L. Boyer.

Witness my hand and seal this twenty-ninth day of December in the year Eighteen hundred and eighty-six.

Test: B. Palmer Keating

Sarah E. Boyer (SEAL)

Received the 4<sup>th</sup> day of January, 1887, and recorded in Liber J. W. No. 4 folio 380 a Land Record Book for Queen Annes County.

Per S. C. Dudley Clk.

For value received I hereby assign the within mortgage to P. Henry Feddeman. Witness my hand and seal this twenty-eighth day of November eighteen hundred and ninety-one.

Test: B. PALMER KEATING

Annie L. Boyer (SEAL)

Assignment Filed Dec. 1<sup>st</sup> 1891 and recorded in Liber J. W. No. 4, folio 380, a Land Record Book for Queen Anne's County.

Per Wm. Dever Clerk.

STATE OF MARYLAND, )  
QUEEN ANNE'S COUNTY, ) Sct.

I HEREBY CERTIFY, That on this 1<sup>st</sup> day of December, 1891, personally appeared before the subscriber P. H. Feddeman Jr. Assignee and made affidavit that no part of the sum intended to be secured by the annexed mortgage hath been paid, and that he has not received any part or parcel thereof, or any security or satisfaction in the same to the best of his knowledge and belief.

Finley Roberts

Examined and will be allowed when paid by order of court.

Finley Roberts  
Register of Wills for Queen Anne's County.

Ent. 10 cents.  
Cert. 10 cents.

550-

Centreville, Md. October 22, 1885

\$

Price, Five months after date I promise to pay to the order of R. M.  
Five hundred and fifty -----Dollars,  
at The Queen Anne's National Bank of Centreville.

Value received  
Due

No. 2098

Wm. F. Parrott per  
B. Palmer Keating Atty.

March 22/25

in red ink  
Endorsed/across said note is the following.

Chgd. to R. M. Price  
Mch 25/86.

And on the back of above note are  
the following endorsements:

Note to R.M. Price dated Oct. 22/85  
@ 5 mos. a renewal of note dis. this  
day see paper 96 & 89

State of Maryland,

Queen Anne's County to wit:

R. M. Price B. Palmer Keating  
R. M. Price

On this 29 day of May 1888 before the subscriber Reg. of Wills  
for said County personally appeared Robert M. Price and made oath that the first of  
the series of notes hereto annexed was given for Lumber sold and delivered to Wm.  
F. Parrott in his life time, that the balance of said notes are renewals or sub-  
stitutions, That no part of either of said notes was paid by Wm. F. Parrott in his  
life time or any security or satisfaction given for the same.

Thos. A. Bryan  
Reg. Wills

And on the back of the foregoing affidavit is the following:

May 29/88 Examined and will be allowed when paid by order of court

Thomas A. Bryan  
Reg. of Wills.

EXHIBITS C, D, E, F and G  
Filed Dec. 2, 1891.

Exhibit C

1390.43

\$1390.43/100

Centreville, Md. Sep. 8th, 1885.

Six months after date I promise to pay to the order of  
FEDDEMAN & CLASH,  
Thirteen Hundred Ninety 43/100 Dollars,  
at The Queen Anne's National Bank of Centreville.

No. 1838.

Value received

1390.45  
42.87  
1247.56

WM. F. PARROTT  
Per B. Palmer Keating  
Atty.

March 8/11

Due Mch. 8/11/86.

Endorsed in red ink across the above note is the following:  
Chgd. to Feddeman & Clash Mch 18/86.

The following endorsement on the back of said note:

We waive protest O.K. within note.  
Feddeman & Clash  
R. M. Price.

Exhibit D.

Centreville, Md. October 1885.

No. Twelve months after date I promise to pay to the order of  
FEDDEMAN & CLASH,

Phosphate Note. Eleven hundred & sixty seven 98/100 Dollars,  
at The Queen Anne's National Bank of Centerville.

\$1167.98/100

Value received.  
Due Octo. 1/4/86.

WM. F. PARROTT per  
B. Palmer Keating  
Atty.

On the face of said note in pencil is the following:  
Renewed.

On the back of said note are the following endorsements, to wit:

Feby. Exhibit D.  
Exhibit "D" Filed with and returned by Wilmer Emory  
Examiner.

Filed Dec. 2, 1891.

Exhibit E.

Centreville, Md. October 1885.

No. 3311 Twelve months after date I promise to pay to the order of  
FEDDEMAN & CLASH,

Phosphate Note. Eleven hundred & sixty seven 98/100 Dollars,  
at The Queen Anne's National Bank of Centerville.

\$1167.98/100 Value received.

Due Octo. 1/4/86.  $\frac{12.06}{1155.92}$  Oct. 1/4

Wm. F. Parrott per  
B. Palmer Keating Atty.

And on the back of said note are the following endorsements, to wit:

Exhibit E.  
Exhibit "E" filed with and  
returned by  
Wilmer Emory Examiner.

Credit  
The Centreville Nat'l Bank  
of Maryland.

Filed December 2, 1891.

Exhibit F.

\$165.60/100 Centreville, Md. Dec. 2, 1885. 165.60

Six months after date I promise to pay to the order of  
FEDDEMAN & CLASH,

No. 2241.

One Hundred, sixty Five 60/100 Dollars,  
at The Queen Anne's National Bank of Centreville.

Value received 165.60  
5.12  
Due June 2/5/86 160.48

Wm. F. Parrott per  
B. Palmer Keating Atty.

June 2/5

Endorsed in red ink across the face of said note is the following:  
Chdg. to Feddeman & Clash.

And on the back of said note are the following endorsements:

This note is a renewal of note for 160.43 due Dec. 2/85. See  
statement on back of this note. This note was not paid at maturity but was re-  
newed in full by note dated Feb. 9/86 @ 8 mos. for \$171.00.

Exhibit F.  
Filed with and returned by  
Wilmer Emory,  
Examiner

Exhibit F.

Filed Dec. 2, 1891.

Exhibit G.

No. \_\_\_\_\_ Centreville, Md. Feb. 12, 1886. 1238.40

Six months after date I promise to pay to the order of  
FEDDEMAN & CLASH,  
Twelve Hundred Thirty Eight 40/100 Dollars,  
at The Queen Anne's National Bank of Centerville.

Value received.

\$1238.40/100 - Due 2528. 1238.40  
37.98  
1200.42

Wm. F. Parrott  
Per B. Palmer Keating, Atty.  
Aug. 12/15/



Endorsed in red ink on the face of said note is the following:

Charged to Feddeman & Clash.

And on the back of the foregoing note are the following endorsements, to wit:

Exhibit "G" filed with and returned by  
Wilmer Emory  
Examiner.

Exhibit G.  
Filed Dec. 2, 1891.

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

I HEREBY CERTIFY, That on this 27 day of October 1891, I, personally appeared before the subscriber P. H. Feddeman of Feddeman & Clash and made affidavit that no part of the sum intended to be secured by the annexed notes hath been paid, and that they have not received any part or parcel thereof, or any security or satisfaction in the same to the best of his knowledge and belief.

Finley Roberts Reg. of Wills

Examined and will be allowed when paid.  
by Order of Court

Finley Roberts  
Register of Wills for Queen  
Anne's County.

Ent. 10 cents.  
Cert. 10 cents.

EXHIBIT H  
Filed December 2, 1891.

I, William F. Parrott of Queen Anne's County in the State of Maryland, do hereby make this my last will and testament,

I give and devise the tract or tracts of land conveyed to me by Thomas J. Keating Attorney for Martha A. Peters and Cathrine D. White by deed dated the 8th day of July 1874 and recorded in Liber W. A. G. H. No. 1, folios 285 & 286 one of the Land Record Books for Queen Annes County together with the lot of land adjoining purchased by me of Edward B. Emory to Thomas J. Keating his heirs executors administrators or assigns in trust to hold the same and collect the rents and profits thereof and pay all taxes, insurance, repairs and all other necessary expenses, and to pay the net proceeds from time to time to my son James for the term of his natural life and no longer and in trust that immediately after the death of my said son this trust shall cease and the said land shall then become the property of the children of my said son living at the time of his death as tenants in common in fee simple. But in case of the death of my said son without leaving children living at the time of his death I give and devise the said land to my daughters Ethlin, Mollie, Margaret and Emma and the survivor of them for and during the term of the natural life of the said survivor and no longer, and after the death of the said survivor I give and devise the said land to the children of my said daughters living at the death of the said survivors as tenants in common in fee simple to take per stirpes and not per capita.

I give and devise all that part of Walnut Ridge known as the "Three Eagles" or "little Eagle" or the "Eagle Farm" tenanted by William Breeding and containing by estimation one hundred and fifty acres of land together with all that part of Walnut Ridge South of a line beginning at the lower end of the division line between the said "Eagle Farm" and the land owned by Wm. McKenney and tenants by Wm. T. Higgins, and running thence to take in two lots occupied by Bill Ross and Joe Simpson and across two ends of the fields of Walnut Ridge until it intersects the division line between Walnut Ridge and the land owned by Mrs. Wm. H. Jacobs, so as to make a field containing twenty five acres, and no more of land.

To my daughter Ethlin for and during the term of her natural life and no longer and after the death of my said daughter Ethlin, I give and devise the same to her children living at the time of her death as tenants in common in fee simple, but in case of the death of my said daughter Ethlin without leaving children, living at the time of her death I give and devise the said "Eagle Farm" and the said addition part of Walnut Ridge to my son James and my daughters Mollie, Margaret, and Emma and the survivors of them for and during the term of their natural life of the said survivors and no longer and after the death of the said survivors I give and devise the same to the children of my said son James, and the children of my said daughters Mollie, Margaret and Emma, living at the death of the said survivors as tenants in common in fee simple to take per stirpes and not per capita.

The balance of the Walnut Ridge tract of land containing by estimation four hundred and twenty five acres of land, I give and devise as follows to wit? one half thereof to my daughter Mollie, for and during the term of her natural life and no longer and one half thereof to my daughter, Emma, for and during the term of her natural life and no longer, and I hereby authorize and empower and direct my friends Thomas J. Keating, B. Palmer Keating, and William

C. Dudley or a majority of them, to proceed as soon as may be practicable after this my last will and testament shall have been admitted to probate to divide the said balance of the Walnut Ridge tract of land equally and fairly in value between my said daughters Mollie and Emma and to allot to each their respective part and after such division and allotment (which shall be final in the premises shall have been made and a report thereof in writing be filed in the office of the Register of Wills for Queen Annes County, my said daughters, Mollie and Emma shall hold their respective parts as allotted in severalty for life as herebefore provided. After the death of my said daughter Mollie I give and devise the part so allotted to her to her children living at the time of her death as tenants in common in fee simple. But in case of the death of my said daughter Mollie, without leaving children living at the time of her death I give and devise the same to my son James, and to my daughters Ethlin, Margaret and Emma, and the survivors of them for and during the term of the natural life of the said survivors and no longer, and after the death of the said survivors I give and devise the same to the children of my son James, and the children of my daughters Ethlin, Margaret and Emma living at the time of the death of the said survivors as tenants in common in fee simple, to take per stirpes and not per capita.

After the death of my daughter Emma I give and devise that part of Walnut Ridge allotted to her, to her children living at the time of her death, as tenants in common in fee simple, But in case of the death of my said daughter Emma, without leaving children living at the time of her death I give and devise the said part of Walnut Ridge so allotted to her, to my son James and to my daughters Ethlin, Mollie, and Margaret and the survivors of them for and during the term of the natural life of the said survivors and no longer and after the death of the said survivors I give and devise the same to the children of my son James and the children of my daughters Ethlin, Mollie and Margaret living at the time of the death of the said survivor, as tenants in common in fee simple to take per stirpes and not per capita.

I give and devise the tract or tracts of land conveyed to me by Thomas J. Keating, Trustee, by deed dated the 2d. day of June 1873 and recorded in Liber J. W. No. 4 folios 122 & 123 one of the Land Record Books for Queen Anne's County, to my daughter Margaret for and during the term of her natural life and no longer, and after the death of my daughter Margaret I give and devise the same to her children living at the time of her death, as tenants in common in fee simple. But in case of the death of my said daughter Margaret without leaving children living at the time of her death, I give and devise the said tract or tracts of land conveyed to me by Thomas J. Keating, Trustee, as aforesaid to my son James and my daughters Ethlin, Mollie, and Emma and the survivor of them for and during the term of the natural life of the said survivor and no longer, and after the death of the said survivor, I give and devise the same to the children of my daughters, Ethlin, Mollie, and Emma and the children of my son James, living at the time of the death of the said survivor as tenants in common in fee simple, to take per stirpes and not per capita.

I hereby charge the said land conveyed to me by Thomas J. Keating, Trustee, as aforesaid, with the payment of the sum of sixty dollars annually, to my daughter Ethlin for and during the term of her natural life and no longer, to be paid her in semi-annual instalments, on the 1st day of July and the 1st day of December in each and every year, I also charge the said land so conveyed to me by Thomas J. Keating, Trustee with the sum of one thousand dollars, to be paid to the children of my said daughter Ethlin living at the time of her death. I will and direct that the said sum of one thousand dollars, shall be payable at the death of my daughter Ethlin and shall not bear interest until that event.

It is my intent and meaning that the above mentioned sums, annual and grass shall be a charge on the land as above expressed, and not a personal charge on my daughter Margaret.

Wherever the word children occurs, above it is intended to include grand-children.

After the payment of my debts and funeral expenses, I give and bequeath one fifth of my personal estate to Thomas J. Keating, the trust to expend the same in clearing up and improving the meadow on the farm hereinfere devised to him in trust for my son James, and in such other improvements thereon as he may deem proper in his descretion.

The rest and residue of my personal estate I give and bequeath to my daughters, Ethlin, Mollie Margaret and Emma, in equal proportions share and share alike. I will and direct that the crops on the farms carried on by myself, and the rents from such of my farms as are tenanted shall be carried into my personal estate by me Executors hereinafter named, if necessary for the payment of my debts.

I do hereby constitute and appoint William E. Thornton to be sole Executor of this my last will and testament, revoking and annulling all former wills by me heretofore made, and ratifying and confirming this and none other to be my last will and testament.

The testimony whereof I hereto set my hand and seal this sixteenth day of April eighteen hundred and eighty.

W. F. Parrott

(SEAL)

Signed, sealed, published and declared by the above named testator William F. Parrott as and for his last will and testament in the presence of us who at his

request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

June 12th, 1888.

Sworn - Jos. A. Holton  
Sworn B. Palmer Keating  
Sworn Annie A. Peters

State of Maryland, Queen Anne's County, Sct. June 12th, 1888.

Now came Joseph A. Holton and B. Palmer Keating witnesses to the foregoing will and did each make oath on the Holy Evangely of Almighty God, that they did see Wm. F. Parrott the within named testator sign his name to said will, that they heard him publish, pronounce and declare the same to be his last will and testament and at the time of his so doing he was to the best of their apprehension of sound, disposing mind, memory, and understanding, that they signed their names as witnesses, to said will in the presence of said testator at his request and in the presence of each other, and in the \_\_\_\_\_ of Annie A. Peters a witness to said will.

Sworn in open Court.

Thomas A. Bryan, Register of Wills,  
for Queen Anne's County,  
Maryland.

State of Maryland,

Queen Anne's County Sct: June 13th, 1888

Then came Annie A. Morgan formerly Annie A. Peters, one of the witnesses to the foregoing will, and did make oath on the Holy Evangely of Almighty God that she did see William F. Parrott, the within named Testator sign his name to said will that she heard him publish, pronounce and declare the same to be his last and testament and that at the time of his so doing he was to the best of his apprehension of sound, and disposing mind, memory and understanding, that she signed her name as witness to said will in the presence of said Testator, at his request and in the presence of all signing witnesses thereto.

Sworn before Thomas A. Bryan.  
Register of Wills

I, William F. Parrott of Queen Annes County in the State of Maryland having made my last will and testament bearing date the sixteenth day of April, eighteen hundred and eighty, do now make this codicil to be taken as part of the same.

First, I hereby ratify and confirm said will in every respect, save so far as any part of it is inconsistent with this codicil. I do hereby alter the second clause of my said will commencing on line fourteenth of 2d. page and concluding on line 27 of 3d. page in respect to that part of Walnut Ridge described as lying "south of a line beginning at the lower end of the division line between the "Eagle farm" and so on down to and including the words "Containing twenty five acres of land and no more", so that in lieu of the description commencing as aforesaid with the words "South of a line &c. and ending with the woods twenty five acres of land and no more" to read as follows: lying Southwest or on the right of a line beginning in the angle formed by the fence dividing the fields of Walnut Ridge, and the division fence between Walnut Ridge and the land of Mrs. W. H. Jacobs, and running thence in a direct line to intersect the fence dividing the lot occupied by Joe Simpson from the lot occupied by Bill Ross, and thence in a straight line to the Eagle farm so as to make a field of twenty five acres more or less.

Third, I do hereby lessen the sum charged upon the land described in my said will, as conveyed to me by Thomas J. Keating, Trustee, to be paid to my daughter Ethlin for and during the term of her natural life from sixty dollars annually to fifty six dollars annually. I do also hereby lessen the gross sum charged on the same land to be paid to the children of my said daughter Ethlin living at the time of her death from one thousand dollars to six hundred dollars

Fourth, in case my son, in law Wm. E. Thornton shall see proper to expend any of his own funds or money for the improvement and melioration of the property described in my said will as conveyed to me by Thomas J. Keating, Trustee. I will and direct that my said son in law, shall have a lien or charge on the said property for all funds or moneys so expended by him bearing interest from the time of expenditure, against which charges or liens, the statute of limitations shall not begin to run during the lifetime of his wife, my daughter Margaret.

Fifth. I do hereby will and devise that the Trustee named in the first clause of my will shall of the net proceeds of the farm therein described pay to, or apply to, the support of my son James, or of my son James and his family in case he shall marry for and during the term of the natural life of my said son, only such proportion as he the said trustee, shall in his discretion deem a reasonable and proper support for my said son or his family, as the case may be and the balance to apply to the melioration and permanent improvements of the farm, I intend by the words "permanent improvement" to include build-ings.

Sixth: I give and bequeath to my daughter Ethlin a black horse called "Black" and a sorrel horse called "Dolly" now in Schuylers possession.

Seventh: I give and bequeath to my daughter Margaret, a gray colt called "Annie". These two last bequests or made for the purpose of confirming gifts of the property therein specified heretofore made by me to the parties respectively.

Eighth. In case my personal estate shall be insufficient to pay my debts, I will and direct that my Executor have the charge and control of my real estate until he shall have realized from the rents, issue, and profits, thereof and therefrom, a sufficient amount to make up the deficiency, and save all my real estate in tact.

I give and bequeath to The Womens Foreign Missionary Society of the Methodist Episcopal Church the sum of seventy dollars.

I give and bequeath to W. E. Thornton the sum of thirty dollars, and request him to pay the same to Bishop C. C. Perrick in aid of his Missionary work.

I give and bequeath to my four daughters, Ethlin, Mollie, Maggie and Emma, and my son James each, the sum of fifty dollars to replenish their wardrobes. The fifty dollars bequeathed to my son James to be expended by my Executor.

I give to Annie A. Peters one white calf, called "Annie".

The erasure and alteration in "11 line" on 2d. page made before the signing thereof.

In testimony whereof I hereto set my hand and seal this 14th day of July 1881.

W. F. PARROTT (SEAL)

Signed, sealed, published, and declared by William F. Parrott, the above named testator as, and for a codicil to his last will and testament, in the presence of us who at his request, and in his presence, and in the presence of each other, have hereto set our hands as witnesses hereto.

Sworn. B. Palmer Keating  
Sworn. Frank Leiby  
Sworn. Annie A. Peters.

Queen Annes County Sct. June 12th, 188.

Now came B. Palmer Keating and Frank Leiby two of the signing witnesses to the foregoing Codicil to the last will and testament of William F. Parrott, deceased, and did each make oath on the Holy Evangely of Almighty God that they did see said Testator sign his name to the foregoing Codicil, that they heard him publish, pronounce, and declare the same to be a codicil to 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 Codicil in the presence of said Testator, at his request, and in the presence of each other signing witnesses.

Sworn in Open Court.

Thomas A. Bryan  
Register of Wills.

State of Maryland, Queen Anne's County, Sct: June 12th, 1888.

Now came Annie A. Morgan formerly Annie A. Peters one of the signing witnesses to the foregoing Codicil, and made oath on the Holy Evangely of Almighty God that she did see William F. Parrott, the within named Testator sign his name to said Codicil that she heard him publish, pronounce and declare the same to be a Codicil to his last will and testament that at the time of his so doing he was to the best of her apprehension of sound and disposing mind, memory and understanding, that she signed her name as a witness to said Codicil in the presence of the Testator at his request and in the presence of the other signing witnesses there-to.

Sworn before Thomas A. Bryan,  
Register of Wills

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

The Register of Wills in and for Queen Anne's County aforesaid doth hereby certify that the foregoing is a true and perfect copy of the last will and testament of W. F. Parrott decd. and the codicil thereto as recorded and as will fully appear from Liber T. A. B. No. 2 Folio 203 &c. a Record Book of Wills in the Orphans' Court for said County.

In Testimony Whereof, I hereto subscribe my name and the Seal of the Orphans' Court attach this 2nd. day of December eighteen hundred and ninety one.

Seal's  
Place.

FINLEY ROBERTS  
Register of Wills.

EXHIBIT I  
Filed December 2, 1891.

To the Orphans Court for Queen Annes County.

The undersigned beg leave to file this their assent to the terms and provisions of the last will and testament and codicil thereto-the former bearing - Date the Sixteenth day of April 1880, and the latter bearing date the fourteenth day of July 1881 of Wm. F. Parrott late of Queen Annes County deceased, and pray that same be admitted to probate.

Witness our hand and seals this twenty fifth day of March Eighteen hundred and eighty Six.

JAMES P. PARROTT (SEAL)  
MAGGIE E. THORNTON (SEAL)  
WM. E. THORNTON (SEAL)  
MOLLIE P. McFEELY (SEAL)

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

The Register of Wills in and for Queen Anne's County aforesaid doth hereby certify that the foregoing is true and perfect copy of the assent of James P. Parrott, Maggie E. Thornton, William E. Thornton and Mollie P. McFeely to the probate and provisions of the last will and testament and codicil of Wm. F. Parrott decd. as will fully appeared from Liber P. & O. No. 1 Folio 377 a Record Book of Petitions in the Orphans' Court for said County.

IN TESTIMONY WHEREOF, I hereto subscribe my name and the Seal of the Orphans' Court attach this Second day of December eighteen hundred and ninety one.

Seal's  
Place.

FINLEY ROBERTS  
Register of Wills.

EXHIBIT J  
Filed December 2, 1891.

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

The Register of Wills in and for Queen Anne's County aforesaid doth hereby certify that letters of Administration pendente lite on the personal estate of Wm. F. Parrott decd. were granted and committed unto Wm. E. Thornton on the 15th day of April 1886- as will fully appear from Liber Register No. 1 Folio 294 a Record Book of Administrations in the Orphans' Court for said County.

IN TESTIMONY WHEREOF, I hereto subscribe my name and the Seal of the Orphans' Court attach this Second day of December eighteen hundred and ninety one.

Seal's  
Place.

FINLEY ROBERTS  
Register of Wills.

EXHIBIT K  
Filed December 2, 1891.

STATE OF MARYLAND, )  
QUEEN ANNE'S COUNTY, ) Sct ;

The Register of Wills in and for Queen Anne's County aforesaid doth hereby certify that letters of administration d. b. n. c. t. a. on the personal estate of Wm. F. Parrott deceased were duly granted and committed unto B. Palmer Keating on the 25th day of May 1889. as will fully appear from Liber Register No. 1 Folio 360 a Record Book of Administrations in the Orphans' Court for said County.

Seal's  
Place.

IN TESTIMONY WHEREOF, I hereto subscribe my name and the Seal of the Orphans' Court attach this Second day of December eighteen hundred and ninety one.

FINLEY ROBERTS  
Register of Wills.

EXHIBIT L  
Filed March 11, 1892.

Queen Anne's County Sct:

The first account of William E. Thornton Administrator pendente lite of William F. Parrott late of said county deceased, exhibited by B. Palmer Keating Administrator of of said Wm. E. Thornton, now deceased,

This accountant is charged with the personal estate of said William F. Parrott deceased as follows, to wit:

To amount of inventory returned Nov. 16th, 1885, to wit:	\$6658.05
To amount of 2nd. inventory as per same returned April 19th, 1887	1206.43 1/3
To gain on sales as per second account of sales, to wit:	59.62 2/3
To amount of sales of articles & grain sold and not appraised as per second account of sales this day returned appears, to wit:	3785.79
To amount of sperate debts due deceased as per same this day returned to wit:	<u>3409.37</u>
Amt. Assets	\$15,119.27

And this accountant prays to be allowed the following payments and disbursements, viz:

No. 1	For cash paid Wright & Mason for coffin & embalming remains as per receipt	\$	131.50
No. 2	For cash paid Jno. W. Perry for bricks for decd's grave as per bill & receipt	\$	14.70
No. 3	For cash paid Busted Roberts & Bro. for advertising in decd's estate as per receipt	\$	10.00
No. 4.	For cash paid J. H. Costin for crying sale of decd's personal estate as per receipt	\$	15.00
No. 5.	For cash paid F. Keating for services as clerk as per receipt	\$	5.00
	carried forward	\$	176.20
	brought forward	\$	176.20
No. 6	For cash paid Jno. F. Smith for bricking dec'ds grave as per receipt	\$	8.00
No. 7	For cash paid S. N. Smith for taxes on decd's estate for 1885 as per receipt	\$	3.65
No. 8	For cash paid S. N. Smith for taxes on decd's estate for 1886 as per bill & receipt	\$	3.57
No. 9	For cash paid P. T. Potts for taxes on decd's estate for 1886 as per bill & receipt	\$	160.13
No.10	For cash paid S.N. Smith for taxes on decd's estate for 1886 as per receipt	\$	106.51
No.11	For cash paid Garrettsn Smith for taxes on decds estate for 1886 as per bill & receipt	\$	142.19
No. 12	For cash paid W. J. Blunt for taxes on decd's estate for 1886 as per bill & receipt	\$	88.35
No.13	For cash paid W. J. Blunt for taxes on decd's estate for 1887 as per bill & receipt	\$	80.94
No.14	For cash paid F. Keating for insurance on decd's estate as per receipt	\$	45.45
No.15	For cash paid W. Kent Sparks for int. on mortgage vs. decd. as per receipt to wit:	\$	60.00
No.16	For cash paid Frank Keating for insurance on decd's estate as per receipt	\$	38.75
No.17	For cash due from decd. to Queen Anne's N. B. for note and paid as per note proved and receipt appears allowed by order of Court	\$	425.67
No.18	For cash due from decd. to S.C. Walls for note and paid by this accountant as per note proved & receipt appears allowed	\$	635.32
No.19	For cash paid M. Denny for int. on mortgage as per receipt	\$	90.00
No. 20	For cash paid W. H. Bians for int. on mortgage as per receipt	\$	90.00
No.21	For cash paid M. Denny for int. on mortgage as per receipt appears	\$	90.00
No.22	For cash paid F. Keating for insurance on decd's estate as per receipt	\$	7.00
No.23	For cash due from decd, to Dudley & Carpenter on note and paid as per note proved & receipt appears allowed by Court	\$	2000.00
No.24	For cash paid M. Denny for int. on mortgage as per bill & receipt	\$	90.00
No.25	For cash paid M. Denny for int. on mortgage as per bill & receipt	\$	90.00
No.26	For cash due from decd. to D. M. Osborne & Co. for note and paid as per note proved & receipt appears allowed by Court	\$	169.50

No. 27	For an allowance to pay R. E. Cahall for appraising decd's personal estate as per bill-to-wit:	\$ 6.00
No. 28	For cash due from decd. to J. Fletcher Rolph for note and paid as per note proved & receipt appears allowed by Court to wit:	\$ 566.50
No. 29	For cash due from decd. to W. H. Cecil, W. W. Bryan & J. E. Bailey and A. C. Lowery for note and paid as per note proved & receipt appears allowed by order Court	\$ 206.00
No. 30	For cash due from decd. to Queen Anne's Natl. Bank, for note and paid as per note proved and receipt appears allowed by Court	\$ 750.00
No. 31	For cash due from decd. to Cook & Co. for note & paid as per note proved and receipt appears allowed by Court	\$ 232.13
No. 32	For cash paid by Feddeman & Clash on account of notes vs, decd. as per note proved & receipts appear allowed by Court	1000.00
No. 33	For cash paid Feddeman & Clash on account of notes vs. decd. as per notes proved & receipt appears allowed by order of Court	376.40
No. 34	For cash paid Feddeman & Clash on account notes vs. decd. as per notes proved & receipt appears allowed by order of Court	\$ 141.78
No. 35	For cash paid Feddeman & Clash on account of notes vs. deced's as per notes proved and allowed by order of Court appears	\$ 876.80
	Amount carried forward	\$ 8756.84
	Amount brought forward	\$ 8756.84
No. 36	For cash paid J.W. Watson for oats for horses since death of decd. as per expense acct.	\$ 4.00
No. 37	For cash paid R. M. Hopkins for repairs on implements as per expense acct. & receipt	\$ 17.86
No. 38	For cash paid W. J. Clark for clover seed used on estate as per receipt	\$ 84.50
No. 39	For cash paid R. M. Hopkins for expense account as per receipt	\$ 17.65
No. 40	For cash paid S. C. Coursey for lumber as per expense acct. & receipt	\$ 22.08
No. 41	For cash paid S. C. Walters for repairs on decd's estate as per receipt to wit:	\$ 5.00
No. 42	For cash paid Wm. Chambers for hardware used on decd's estate as per bill & receipt	.70
No. 43	For cash paid Hopper & Foreman for expense account as per receipt	.70
No. 44	For cash paid Hopper & Forman for medicine for sick horse, as per expense acct. & receipt	.40
No. 45	For cash paid J. H. Jump for medical attention to horse as per expense acct. & receipt	\$ 2.50
No. 46.	For cash paid to Andrew & Walters for plank as per expense account & receipt appears	\$ 3.12
No. 47	For cash paid Wm. McKenny for tiles as per receipt appears to wit:	\$ 51.41
No. 48	For cash paid M. M. Comegys for interest on note as per receipt thereon appears	78.00
No. 49	For cash paid discount on note to Queen Anne's National Bank March 23/86 as per statement and check	37.52
	For cash paid discount on note to Queen Anne's National Bank April 5/86	12.90
	For cash paid discount on note to Queen Anne's National Bank May 27/86	18.77
No. 50	For cash paid discount on note to R. M. Price July 29/86 as per statement & receipt	6.19
No. 51	For cash paid discount on note to Cook & Co. Aug. 9/86 as per receipt appears	3.31
No. 52	For cash paid W. B. Blount interest on note of \$500 as per statement & receipt	15.00
No. 53	For cash paid R. M. Price on account of note as per statement & receipt and for cash paid discount on balance note to R. M. Price as per statement	100.00
No. 54	For cash paid on notes to Queen Anne's National Bank as per statement and check appears	6.73
No. 55	For cash paid Cook & Co. on account of notes as per statement and receipts appears	226.88
No. 56	For cash paid Queen Anne's National Bank on account of notes as per statement and receipts appear	100.00
No. 57	For cash paid L. E. Boyer interest on mortgage as per statement and receipt appear	91.34
No. 58	For cash paid R. M. Price on account of note as per statement and receipt appears	36.00
	For discount on note to R. M. Price in Queen Anne National Bank to wit	84.88
No. 59	For cash paid W. F. Breeding, tenant, for difference in bill for clover seed as per expense account and receipt appears	40.75
No. 60	For cash paid Cook & Co. on account of note as per statement and receipt appears to wit:	31.81
No. 61	For cash paid on account of note to Queen Anne National Bank as per statement and receipt appears and for discount on said note to same as per statement & receipt	56.08
		255.52
No. 62	For cash paid on account of note to Queen Annes National Bank as per statement and receipt appears	15.02
		240.75

	and for discount on same note renewal as per statement & receipt appears	7.65
No. 63	For cash paid for discount on note to R. M. Price-renewal as per statement and receipt appears to wit:	<u>7.58</u>
	Amount carried forward	\$10439.44
	Amount brot. forward	\$10439.44
No. 64	For cash paid on account of note to Queen Anne's National Bank as per statement and receipt appears to wit:	222.20
No. 65	For cash paid N. B. Blount interest on note as per statement and receipt appears, to wit:	15.00
No. 66	For cash paid R. M. Price discount on note renewed as per statement and receipt appears, to wit:	4.76
No. 67	For cash paid for discount on note to Queen Anne's National Bank as per statement and receipt appears, to wit:	52.44
No. 68	For cash paid assignee of mortgage to Tilghman for interest on mortgage as per statement and receipt appears, to wit:	36.00
No. 69	For cash paid Queen Anne's National Bank on account of notes as per statement and receipt appears	110.52
No. 70	For cash paid R. M. Price on account of notes as per statement and receipt appears, to wit:	36.66
No. 71	For cash paid Cook & Co. on account of notes as per statement and receipt appears, to wit:	56.14
No. 72	For cash paid to Queen Anne's National Bank on account of notes as per same proved & statement & receipt appears	249.62
No. 73	For cash paid Queen Anne's National Bank on account of note as per statement and receipts and notes proved, to wit:	168.45
No. 74	For cash paid W. T. Bishop for threshing 3480 bushels of wheat at Walnut Ridge as per bill & receipt appears to wit:	139.20
No. 76	For cash paid insurance on building on Jacobs lot as per bill and receipt appears to wit:	4.50
No. 75	For cash paid W. T. Bishop for threshing 1474 bushels of wheat at Carter farm as per expense account to wit	58.96
No. 77	For cash paid for 10 bus. seed oats on Walnut Ridge as per expense account to wit	5.00
No. 78	For cash paid W. R. Schuyler for blades as per expense account	14.00
No. 79	For cash paid for 4 bus. clover seed on Peters farm as per expense account to wit	17.00
No. 80	For cash paid James Flamer for ditching as per statement and expense account appears	12.50
No. 81	For cash paid for taxes on Walker lot as per statement and receipt appears	3.67
No. 82	For cash paid James Flamer for ditching as per expense account and receipt appears	2.00
No. 83	For cash paid L. C. Coursey for threshing wheat at Walnut Ridge as per expense account, to wit:	90.00
No. 84	For cash paid on account of note Feddeman & Clash for fertilizer for wheat seeded fall 1886 as per receipt	\$1463.12
	deduct R. P. Moore's	\$231.61
	and C. W. Scuyler's part	<u>105.65</u>
		<u>337.26</u>
No. 85	For cash paid for Threshing 1073-bus. wheat on Peters farm as per expense account, to wit:	1125.86
No. 86	For cash paid W. R. Schuyler for board for Him Flamer while ditching as per expense account- to wit:	36.82
		3.00
	To amount carried forward	\$12903.74
	Amount brot. forward	\$12903.74
No. 87	For cash paid Robt. Wells for driving cattle on day of sale as per expense account- to wit	75
No. 88	For cash paid Saml. Simpson for balance for threshing 3550 bus. wheat at Walnut Ridge as per expense acct. to wit	16.50
No. 89	For cash paid W. R. Schuyler for laying tiles on Peters farm as per expense account-to wit:	12.00
No. 90	For cash paid R. E. Cahall for half of 250 bus. seed wheat at Walnut Ridge fall 1887 as per statement in expense acct. to wit	98.18
No. 91	For cash paid T. F. Shortall for shelling corn on Peters farm as per statement in expense account to wit:	16.44
No. 92	For cash paid A. R. Weedon and T. J. Keating for services as Counsel in contest before Orphans Court as per bill and receipt appears-to wit:	200.00
No. 93	For 10% commission on \$15119.27 assets accounted for	1511.92
No. 94	For cash due Thos. A. Bryan Register of Wills for passing 37 accounts, recording acct. sales, stating & recording 2nd. account of sales; stating & recording sperate debts, stating and recording certified copy of this account	56.48
No. 95	For allowance to pay Register of Wills for expenses to Philadelphia to probate will, finding witnesses notice, recording petitions, for letters of administration d. b. n. c. t. a.	21.38
	Amt. of disbursements	\$14,837.39
	Amount of assets	15,119.27
	Amt. balance due estate	<u>\$ 281.88</u>

Queen Anne's County, Sct:

The subscriber Register of Wills for Queen Annes County, Maryland doth hereby certify that the foregoing is a true copy of the first administration account of Wm. E. Thornton administrator pendente lite of Wm. F. Parrott late of said



county deceased as exhibited by B. Palmer Keating administrator of said Wm. E. Thornton now deceased.

In Testimony whereof I hereto set my hand with seal affixed this 10th day of March 1892.

Seal's Place.

FINLEY ROBERTS Register of Wills.

DECREE OF SALE OF LAND Filed August 12, 1893.

P. Henry Feddeman & others Plaintiffs

vs.

B. Palmer Keating and others Defendants.

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

This cause standing ready for hearing, the proceedings were read and considered.

It is thereupon, this 11th day of August eighteen hundred and ninety three, by the authority of this Court, adjudged, ordered and decreed, that the real estate of William F. Parrott deceased, in the proceedings mentioned, or so much thereof as may be necessary for the payment of his debts, be sold.

That B. Palmer Keating, Hope H. Barroll & Edwin H. Brown they be and are hereby appointed Trustees to make such sale; and that the course and manner of their proceeding shall be as follows: He shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by the said Clerk in the penalty of forty thousand dollars, conditioned for the faithful performance of the trust reposed in them by their decree, or which may be reposed in him, by any future order or decree in the premises, He shall then proceed to make sale of the said real estate, having first given at least three weeks previous notice, inserted in some newspaper printed in Queen Anne's County, and such other notice, as they may think 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 sale, and the balance in three equal instalments in one, two and three years from the day of sale; the deferred payments to bear interest from the day of sale and to be secured by the notes or bonds of the purchasers, with sureties approved by the Trustees;

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 such 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 to him, her or them sold, free, clear and discharged of all claims of the parties to this cause, and of any person or persons, claiming by, from or under them. And the said Trustees shall bring into this Court, the money arising on such 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 Trustee as this Court, shall think proper to allow, on 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 Trustee are directed to give notice to the creditors of the said William F. Parrott deceased, to file their claims with the vouchers thereof, in the office of the Clerk of the Circuit Court for Queen Anne's County.

JNO. M. ROBINSON

TRUSTEES FIRST REPORT OF SALE AND ORDER NISI Filed November 25, 1893.

P.H.Feddeman and R.M. Price and others

vs.

B. Palmer Keating Administrator & others

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

No. 1054.

To the Honorable, the Judges of said Court,

The report of B. Palmer Keating Edwin H. Brown and Hope H. Barroll 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 advertisements in the "Centreville Observer", and the "Centreville Record", two newspapers printed at Centreville, fore 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 on Tuesday the 10th day of October 1893 between the hours of 2 & 3 o'clock P. M. and then and there proceeded to sell said real estate, as foreclosed to wit:-

In the first place your trustees offered at public sale to the highest bidder, "All that farm or tract of land called "Contentment", and generally known as "The Woodford Farm", situate in said County, on the right of the Public Road leading from Centreville to Ruthsburg, containing 21 1/4 Acres and 8 Perches of land, more or less, and sold the same to James K. H. Jacobs, he being then and there the highest bidder therefor, at and for the price of Fourteen Dollars and Fifty cents per acre, or the aggregate sum of \$3103.73, and they have since received from the said James K. H. Jacobs, the cash payment of one-fourth of the purchase money, to wit: \$775.93, and have taken his notes for the three several deferred payments, of one-fourth each, with Hope H. Barroll as surety, each note for \$775.93 all dated October 10, 1893, one payable one year after date, one payable two years after date, and one payable three years after date, all bearing interest from date.

In the next place they offered for sale, all that farm or tract of land known as the "Peters Farm" or "Darland Manor", situate in said County, fronting on the left of the Road leading from the Centreville and Wye Mills Road to Halls Cross Road, containing by survey made since the day of sale, pursuant to announcement by the Trustees at the time of the sale, Two Hundred and Fifty-Eight Acres and Ten Perches of land, and sold the same to William McKenney, he being then and there the highest bidder therefor for \$20.25 or the aggregate sum of \$5225.77. The said William McKenney has given to the trustees his note for the cash payment of one-fourth of the purchase money, at six months from day of sale, with interest added and with Richard T. Earle as Surety, and also his three several notes for the three deferred payments, dated October 10, 1893, with interest added in each, one at 12 months, one at 24 months and one at 36 months, with same surety,

Your trustees then offered for sale all that farm or tract of land called "Prouses Park" situate on the right of the road leading from Centreville to Wye Mills, together with the small tract adjoining same, -the two several tracts containing in the aggregate 391 Acres and 1 1/4 Perches of land, The highest bid received therefor being what we deemed was inadequate we withdrew the same.

The parcels or tracts sold as above were sold subject to the tenancy of 1894 of the personal tenants. The purchaser to pay for landlords share of fertilizer and seed wheat of the wheat crops seeded this fall. Rents of 1893 reserved by the Trustees the purchasers to have the property clear of taxes to January 1, 1894.

B. PALMER KEATING  
EDWIN H. BROWN  
HOPE H. BARROLL  
Trustees

State of Maryland

Queen Anne's County to wit:-

On this 20th day of November 1893, before the subscriber a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared B. Palmer Keating and Edwin H. Brown two of the Trustees above named, and severally 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 sales therein reported were fairly made.

20 cts. Pay B.P.K.

R. GOLDSBOROUGH J. P.

State of Maryland

Kent County, to wit: On this 21st day of November 1893, before the subscriber a Justice of the Peace of the State of Maryland, in and for Kent County, personally appeared Hope H. Barroll one of the Trustees above named, and made oath 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. Evan Thomas J. P.

STATE OF MARYLAND, KENT COUNTY, SCT:

I HEREBY CERTIFY, That J. Evan Thomas Esq., before whom the annexed affidavit was made, and who has thereto 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 qualified according to law, and that his signature is genuine.

IN TESTIMONY WHEREOF, I hereto subscribe my name and affix the Seal of the Circuit Court for Kent County, this 21st day of November A. D., 1893.

Seal's Place.

SAMUEL G. FISHER  
Clerk of the Circuit Court for Kent County.

P. H. Feddeman and R. M. Price  
and others

vs.

B. Palmer Keating Administrator  
and others

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

)  
) No. 1054.  
)  
)

Ordered this 25th day of November, eighteen hundred and ninety-three that the sales of the Real Estate of William F. Parrott deceased, made and reported by B. Palmer Keating, Edwin H. Brown and Hope H. Barroll Trustees be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2d. day of February next. Provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County once in each of three successive weeks before the 22d. day of December next, The report states the amount of sales to be \$8329.50.

LEM. DUNBRACCO, Clerk.

Filed November 25, 1893.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed February 1, 1894.

ORDER NISI

P. H. FEDDEMAN R. M. PRICE AND  
OTHERS

vs.

B. PALMER KEATING, ADMINISTRATOR,  
AND OTHERS

In the Circuit Court for Queen Anne's County, in Equity, No. 1054.

Ordered, this 25th day of November, eighteen hundred and ninety-three, that the sales of the real estate of William F. Parrott, deceased, made and reported by B. Palmer Keating, Edwin H. Brown and Hope H. Barroll, trustees, be ratified and confirmed, unless cause thereof be shown on or before 2d. day of February next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, once in each of three successive weeks before the 22d. day of December next.

The report states the amount of sales to be  
\$8,329.50.

LEM: DUNBRACCO, Clerk.

True copy.

Test:- LEM: DUNBRACCO, Clerk.

N30th

We hereby certify that the annexed advertisement was inserted in the Centreville Observer, a newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once in each of Three successive weeks before the 22nd day of December 1893.

BUSTEED, PRICE & BRYAN

ORDER OF COURT  
Filed March 20, 1894.

P. H. Feddeman and R. M. Price  
and others

vs.

B. Palmer Keating, Administra-  
tor & others.

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

)  
) No. 1054.  
)  
)

Ordered this 19th day of March 1894 that the sales of the Real Estate of William F. Parrott deceased made by B. Palmer Keating, Edwin H. Brown and Hope H. Barroll Trustees, and above reported, 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 preceding order. The Trustees are allowed the usual commissions, and all expenses not personal, on producing the proper vouchers therefor before the Auditor.

JNO. M. ROBINSON  
Chief Judge of the Circuit Court for Queen Anne's Co. in Equity.

Filed March 20, 1894.

TRUSTEES' SECOND REPORT OF SALE  
AND ORDER NISI.

Filed August 1, 1896.

P. H. Feddeman et al	)	In the Circuit Court for
vs.	)	Queen Anne's County,
	)	in Equity.
B. Palmer Keating, adm. c. t. a. of	)	
Wm. F. Parrott et al.	)	No. 1054.

To the Honorable the Judges of said Court:

The Second report of B. Palmer Keating, Edwin H. Brown and Hope H. Barroll, Trustees appointed by the decree in this cause to make sale of certain real estate therein mentioned, shows: That having again re-advertised the properties remaining unsold by their first report of sale, and thereby giving notice of the time, place, manner and terms of sale by advertisements in the Centreville Record for more than three successive weeks, (and also by advertisements in the Centreville Observer,) before the day of sale, they did pursuant to said notice each attend in front of the Court House Door at Centreville in Queen Anne's County, Maryland, on Tuesday the 13th day of August, 1895, and then and there offered said real estate in accordance with said notice, but failing to receive what they deemed an adequate bid for same did not make sale thereof; and that your Trustees having again advertised said properties, and thereby again giving notice of the time, place, manner and terms of sale by advertisements in the "Centreville Observer", a newspaper printed and published at Centreville as aforesaid, for more than three successive weeks before the day of sale, and also by advertisements in the Centreville Record another newspaper printed and published at said place, they did pursuant to said notice attend in front of the Court House Door, in the person of your said trustees B. Palmer Keating and Edwin H. Brown, the said Hope H. Barroll being unable to be personally present because of sickness, on Tuesday the 7th day of July 1896 between the hours of two and three o'clock P. M. and then and there proceeded to sell said real estate, as follows, to wit:

In the first place your Trustees offered at Public Sale to the highest bidder, all that Farm or tract of land called "Prouse's Park" and "Union", and commonly known as the "Carter Farm", situate in Queen Anne's County aforesaid on the public road from Centreville to Wye Mills, in two parcels and then as one tract, and sold the same to William McKenney of said county as one tract as it sold for more in one tract, than in parcels, he being then and there the highest bidder at and for seventeen dollars per acre as containing three hundred and fifty acres, but with actual contents to be as contained by a survey and at said quantity making the total purchase money five thousand nine hundred and fifty dollars, but liable to be increased or decreased as the quantity by said survey may be above or below said amount of land; wheat and oat rents were reserved, and purchaser to be entitled to corn and fruit rents and to pay one half of the years taxes.

In the next place your Trustees offered at Public Sale to the highest bidder all that small Farm or tract of land situate on on the Public Road leading from the Easton road to Queenstown road, adjoining the lands of Elias Simpson and William J. Price, in said county, and sold the same also to William McKenney, he being then and there the highest bidder therefor at and for the sum of \$15.65, per acre as containing thirty one acres and fourteen perches of land, but with actual contents to be ascertained by an actual survey, and at the said quantity making the total purchase money four hundred and eighty six dollars and fifty one cents, but to be increased or decreased by said survey, rents and taxes of present year to be divided.

Your Trustees have received of said McKenney his written agreement fully to comply with said terms of sale of one fourth in cash, or in sixty or ninety days on note with interest from day of sale and approved security, and balance in three equal instalments of one, two and three years to be secured by notes or bonds of purchaser with surety approved by undersigned.

Respectfully submitted

Hope H. Barroll	)	
B. Palmer Keating	)	Trustees
Edwin H. Brown	)	

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this 15th day of July in the year 1896 before the subscriber a Justice of the Peace of the State of Maryland, in and for Queen Anne's County personally appeared B. Palmer Keating and Edwin H. Brown, two of said trustees and made oath that the matters and things stated in the foregoing report are true, to the best of their respective knowledge and belief, and that the sales therein reported were fairly made.

Wm. W. Bryan Jr. J. P.

20 ct. pd.

State of Maryland, Kent County, to wit: I hereby certify that on this 31st day of July in the year 1896, before the subscriber a Justice of the Peace of the State of Maryland in and for Kent County personally appeared Hope H. Barroll one of said trustees and made oath that the matters and things stated in the foregoing report is true to the best of his knowledge and belief, and that the sales therein reported were fairly made.

BEN. N. S. WILKINS J. P.

STATE OF MARYLAND, KENT COUNTY, SCT:

I HEREBY CERTIFY, That Ben. N. S. Wilkins Esquire, before whom the affidavit was made, and who has thereto 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 acknowledgements. I further certify that I am acquainted with the hand-writing 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 31st day of July A. D., 1896.

Seal's Place.

SAMUEL G. FISHER  
Clerk of the Circuit Court for Kent County.

Philip H. Feddeman et al  
vs.  
B. Palmer Keating admr. c.t.a.  
of Wm. F. Parrott, deceased et al

In the Circuit Court for Queen Anne's County, in Equity.  
No. 1054.

Ordered on this 1st day August 1896 that the sales made and reported by Hope H. Barroll, B. Palmer Keating and Edwin H. Brown, Trustees for the sale of the real estate of William F. Parrott, deceased, in their Second Report in the above cause be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of October 1896; provided a copy of this order be inserted in some newspaper printed in Queen Anne's County, State of Maryland, once in each of three successive weeks before the 1st day of September 1896.

The Report states the amount of sales to be \$6436.51.

WM. H. CECIL, Clerk.

Filed August 1st, 1896.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed Sept. 23, 1896.

ORDER NISI.

PHILLIP H. FEDDEMAN, ET AL.  
vs.  
B. PALMER KEATING, ADMINISTRATOR  
C. T. A. OF WM. F. PARROLL,  
DECEASED, ET AL.

In the Circuit Court for Queen Anne's County, in Equity. No. 1054.

ORDERED, thist 1st day of August, 1896, that the sales made and reported by Hope H. Barroll, B. Palmer Keating and Edwin H. Brown, Trustees, for the sale of the real estate of William F. Parroll, deceased, in their second report in the above cause be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of October, 1896; provided a

copy of this order be inserted in some newspaper printed in Queen Anne's County, State of Maryland, once in each of three successive weeks before the 1st day of September, 1896.

The report states the amount of sales to be \$6436.51.

WM. H. CECIL, Clerk.  
True Copy-Test:  
WM. H. CECIL, Clerk.

J9th

We hereby certify that the annexed advertisement was inserted in the CENTREVILLE OBSERVER, a newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once in each of three successive weeks before the first day of September 1896.

Busteed, Price and Bryan  
Per. A.S.G.

ORDER OF COURT  
Filed October 6, 1896.

Philip H. Feddeman et al  
vs.

B. Palmer Keating, admr. c.t.a. of  
Wm. F. Parrott, deceased et al.

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

) No. 1054.  
)

Ordered this fifth day of October in the year eighteen hundred and ninety six by me Frederick Stump, one of the Judges of the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, that the sales made by Hope H. Barroll, B. Palmer Keating and Edwin H. Brown Trustees in the foregoing cause, and reported therein in their foregoing Second Report of Sales be and the same are hereby finally ratified and confirmed, no cause having been shown to the contrary, 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.

FREDERICK STUMP

Filed October 6, 1896.

Cause No. 3141.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Sixth day of August, in the year nineteen hundred and thirty eight, the following Letter was received, to wit:

August 2, 1938.

Wm. H. Carter, Clerk,  
Centreville, Maryland.

Dear Mr. Carter:

Re: J. Fletcher Clerk,  
ASSIGNEE.

vs.

John T. Brown, Jr.  
No. 3141, Chancery

The bonding company has called my attention to the fact that while the audit has been stated, in the above-entitled cause, the same has not yet been ratified, and they are contending for the additional bond fee.

Would you do me the favor to see that the audit notice is filed in these papers, and have the Court ratify the same, and oblige.

Very truly yours,

J. FLETCHER CLARK

J. Fletcher Clark.

C:O

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENT  
Filed August 6, 1937.

#16,588. Queen Annes County, to wit: Be it remembered that on the twenty second day of May, in the year Nineteen Hundred and thirty four, the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this eleventh day of May 1934, by and between John T. Brown, Jr., Widower, of Chester Queen Anne's County, State of Maryland, Mortgagor, and the Home Owners Loan Corporation, Mortgagee,

Whereas, the Mortgagor is indebted unto the Mortgagee in the sum of five hundred forty five & 00/100 Dollars, in consideration whereof and for value received the mortgagor has made and passed unto the mortgagee his promissory note of even date herewith for said sum of five hundred forty-five & 00/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which sum with interest the mortgagor hereby covenants to pay to the mortgagee at its office in Washington, D. C., in monthly instalments of \$5.00 accounting from the date hereof to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full, with privilege to the mortgagor to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the mortgagor to pay the sum of \$2.27 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of the Mortgagor, provided all other conditions and covenants in said note and herein on the part of the mortgagor contained shall have promptly met, and thereafter the monthly payments shall be \$5.04, to be applied, first, to interest on the unpaid balance and the remainder to principal until said debt is paid in full: and Whereas, it is agreed by the parties hereto that said note provides that time is the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the mortgagor agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagor is desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now Therefore This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One Dollar and other valuable considerations the mortgagor does hereby grant and convey unto the said mortgagee its successors and assigns, all that lot of ground situate in Queen Annes County, State of Maryland, and described as follows that is to say:

All that lot of land in Crab Alley Neck on Kent Island in the fourth Election District of Queen Anne's County, Maryland, lying on the left hand side of the public road leading from Harry Jones Stone to Johnson's Island, and adjoining on the one side the lands now or formerly of Annie M. Hill on the other side the lands now or formerly of Jessee Leex, and in the rear the lands

now or formerly of Rev. George R. McCready (formerly the Wright land) and in the front the aforesaid public road, and supposed to contain  $2/3$  of an acre of land, more or less.

Being the same land as conveyed from John T. Brown Sr. and others, unto said John T. Brown, Jr., by deed dated August 27, 1910, and recorded in Queen Annes County Land Record Liber S. S. No. 8, folio 368, the said John T. Brown, Jr., co-tenant with said grantors having, by said deed, become vested of the entire and absolute fee simple interest in said property.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this Mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntarily by act of the parties or involuntary by operation of law) of the same.

Provided that if the Mortgagor shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void. It is agreed that, until default be made in the premises, but not thereafter, the Mortgagor shall possess the said property upon paying in the mean time all ground rent, taxes and assessments, levies public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes assessments, levies, public dues, charges, mortgage debt and interest the Mortgagor does hereby covenant to pay when legally demandable, and the mortgagor does further covenant and agree that he shall, whenever called upon by the mortgagee or its agent deliver the receipted bills for ground rent and taxes accruing on said property, to the mortgagee, or a certificate signed by each taxing official to whom any such taxes be payable that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum; The Mortgagor covenants to pay all and singular the costs, charges and expenses, including lawyers fees; reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagor, to perform, comply with and abide by each and every the stipulations agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum. The Mortgagor covenants to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a Mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagor to receive and use it, or any part thereof, for the purpose of rebuilding the or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder, Upon the failure of the Mortgagor to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum. The Mortgagor covenants to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said Note, and in this Mortgage set forth and further covenants to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder. The Mortgagor hereby assigns to the Mortgagee all rents accruing on said premises and authorizes said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagor, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured. All cash advances made by the Mortgagee hereunder to the closing of the loan, covenanted to be paid by the Mortgagor, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) percentum per annum. It is agreed that in the event the ownership of the Mortgaged premises, any part thereof, becomes vested in a person other than the Mortgagor the Mortgagee, may, without notice to the Mortgagor deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor without in any way violating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part. The Mortgagor binds hissself not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to, any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate the stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee. It is specifically agreed that time is of the essence of this contract and that no waiver of and obligation hereunder or of



the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby. If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises. In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part of either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe, and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgagee) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives 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 a newspaper printed in Queen Anne County, and such other notice as by the mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) 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 Mortgagee under this mortgage whether the same shall have matured or not, and the surplus (if any) shall be paid to the mortgagor, or to whomsoever, or to whomever may be entitled thereto. The Mortgagor does hereby covenant agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, there shall be and become due by his to the party inserting said advertisement or notice, all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses costs and commissions the Mortgagor does hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 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, costs, expenses and commission. And the Mortgagor further covenants to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hand and seal the Mortgagor.

TEST: M. Virginia Wood

JOHN T. BROWN (SEAL)

State of Maryland, Talbot County, to wit:

I hereby certify that on this 11th day of May, 1934 before me, a Notary Public of the State of Maryland in and for Talbot County, personally appeared John T. Brown, Jr., Widower, the Mortgagor named in the foregoing, and he acknowledged the foregoing mortgage to be his act. At the same time also appeared L. Roy Willis, agent of said mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made that he is the agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

M. Virginia Wood  
Notary Public.

Notary  
Public  
Seal.

My commission expires the sixth day of May, 1935.

Queen Annes County, to wit: Be it remembered that on the Sixth day of August in the year Nineteen Hundred and thirty seven, the following Assignment was filed for record, to wit:

For value received, the Home Owners' Loan Corporation hereby assigns the within mortgage unto J. Fletcher Clark for the purpose of collection and foreclosure.

As witness the seal of said Corporation, and the hand of Charles B. Lyddane duly authorized, its Regional Treasurer, this 15th day of June, 1937.

Witness:

Chas. B. Lyddane  
Regional Treasurer

Seal's  
Place.

Edward C. Golder

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 17, folio 517, a Land Record Book for Queen Annes County.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Annes County this 1 day of \_\_\_\_\_ in the year 1937.

Seal's  
Place.

WM. H. CARTER, Clerk Circuit Court  
for Queen Anne's County.

CERTIFIED COPY OF BOND  
Filed August 16, 1937.

Queen Anne's County, to wit: Be it remembered that on the Sixteenth day of August, in the year Nineteen hundred and thirty seven, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, J. Fletcher Clark, of Talbot County, Maryland, as principal, and the New Amsterdam Casualty Company, a body corporate, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand (\$1000.00) 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 and administrators, jointly and severally, firmly by these presents sealed with our seals and dated this 14th day of August, in the year of our Lord one thousand nine hundred and thirty-seven.

WHEREAS, the above bounden J. Fletcher Clark is about to sell certain real estate as Assignee for foreclosure, it being particularly described in a certain mortgage, to wit:- Mortgage from John T. Brown, Jr. (widower) to Home Owners' Loan Corporation, dated May 22, 1934, and recorded in Liber B. H. T. 17, folio 517, one of the Land Record Books for Queen Anne County, which mortgage was on the 15th day of June, A. D. 1937, assigned unto the said J. Fletcher Clark for purpose of foreclosure, as aforesaid, default having occurred in the payment of the principal and interest of said mortgage, said sale to be made in a case pending in the Circuit Court for Queen Anne County, in Equity, wherein J. Fletcher Clark, Assignee, is Plaintiff and John T. Brown, Jr. (widower) is Defendant.

Now the condition of the above obligation is such that if the above bounden, J. Fletcher Clark does and shall well and faithfully perform the Trust reposed in him as Assignee as aforesaid, and shall well and truly account for all monies and securities coming into his hands by virtue of said sale and in the aforesaid cause, and shall abide by and perform any and all decrees and/or orders of Court therein passed, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

J. FLETCHER CLARK (SEAL)  
PRINCIPAL

Signed, sealed and Delivered  
in the presence of  
HELEN J. OEHLRICH

NEW AMSTERDAM CASUALTY COMPANY  
By: Linda A. Merton  
Attorney-in-fact.  
Surety

Corporate  
Seal's  
Place.

And on the back of the foregoing Bond was thus endorsed, to wit:  
Security approved and Bond filed August 16th, 1937.  
William H. Carter, Clerk

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. 1, folio 60, a Bond Record Book for Queen Anne's County.

In testimony whereof I have hereunto subscribe my name and affixed the seal of the Circuit Court for Queen Anne's County this 16th day of August, in the year nineteen hundred and thirty seven.

Seal's  
Place.

WILLIAM H. CARTER Clerk



The report of J. Fletcher Clark, Assignee, in a mortgage from John T. Brown, Jr. Widow, to the Home Owners' Loan Corporation, dated May 11, 1934, and recorded in Liber BHT 17, fo. 517, land records for Queen Anne County, and said mortgage having been duly assigned to J. Fletcher Clark, for foreclosure, shows that default having occurred in the terms of said mortgage, and 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 Queen Anne's Record and Observer, a paper printed in Queen Anne County, he did, pursuant to said notice, attend the place of sale on the 17th. day of August, in the year nineteen hundred and thirty-seven, between 2 and 4 o'clock P. M., and then and there proceed to sell the property mentioned in said proceedings.

All that lot of land in Crab Alley Neck on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, lying on the left hand side of the public road leading from Harry Jone's Store to Johnson's Island and adjoining on the one side the lands now or formerly of Annie M. Hill, on the other side the lands now or formerly of Jesse Leex, and in the rear the lands now or formerly of Rev. George R. McCready (formerly the Wright land) and in the front the aforesaid public road, and supposed to contain 2/3 of an acre of land, more or less.

Being same land as conveyed from John T. Brown, Sr. and others unto said John T. Brown, Jr. by Deed dated August 27, 1919, and recorded in Queen Anne's County, land record Liber SS No. 8, folio 368, the said John T. Brown, Jr. co-tenant with said grantors, having by said deed become vested of the entire and absolute fee simple interest in said property.

And sold the same to The Home Owners Loan Corporation they being then and there the highest bidder therefor, at the sum of Five Hundred dollars and said purchaser being the holder of said mortgage and entitled to the net proceeds of sale, has agreed to pay the cost of said sale upon ratification thereof, which your Assignee has accepted in lieu of a strict compliance with the terms of sale.

J. FLETCHER CLARK  
Assignee.

STATE OF MARYLAND,

Queen Anne County, Sct.

On the 17th. day of August nineteen hundred and thirty seven personally appeared before me, the Clerk of Court, of the State of Maryland, in and for Queen Anne County J. Fletcher Clark, Assignee, 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.

WM. H. CARTER  
Clerk of Circuit Court for Queen  
Anne County.

N I S I

J. Fletcher Clark, Assignee,	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY.
John T. Brown, Jr.	)	IN EQUITY.
	)	CHANCERY No. 3141.

ORDERED, This 17th day of August A. D., 1937, that the sale of the real estate made and reported in this cause by J. Fletcher Clark, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th 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 20th. day of September next.

The Report states the amount of sales to be \$500.00.

WILLIAM H. CARTER Clerk.

Filed August 17th, 1937.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed October 18, 1937.

N I S I

J. FLETCHER CLARK, Assignee,  
vs.  
JOHN T. BROWN, JR.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3141.

ORDERED, This 17th day of August A. D., 1937, that the sale of the real estate made and reported in this cause by J. Fletcher Clark, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th 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 20th day of September next.

The Report states the amount of sales to be \$500.00.

WILLIAM H. CARTER, Clerk  
True Copy-  
Test:  
WILLIAM H. CARTER, Clerk

Filed August 17th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. October 18 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of J. Fletcher Clark Assignee vs. John T. Brown, Jr. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 19th day of August, 1937, being more than four weeks before the 20th day of Sept. 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed Nov. 18, 1937.

J. Fletcher Clark, Assignee.	)	IN THE CIRCUIT COURT
vs.	)	For Queen Anne County
John T. Brown, Jr.	)	In Equity No. 3141.

ORDERED BY THE Circuit Court for Talbot County, in Equity, This 16th day of November 1937, that the sale made and reported by the Assignee 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 Assignee is allowed the usual commissions and such proper expense as he shall produce vouchers for to the Auditor.

J. OWEN KNOTTS  
Judge.

Filed Nov. 18th, 1937.

CERTIFICATE OF ADVERTISEMENT OF SALE  
Filed Nov. 15, 1937.

ASSIGNEE'S SALE  
OF VALUABLE  
REAL ESTATE  
IN QUEEN ANNE'S COUNTY, STATE OF  
MARYLAND

Under and by virtue of power and authority contained in a mortgage from John T. Brown, Jr., Widower, to the HOME OWNERS' LOAN CORPORATION, dated May 22, 1934, and recorded in Liber B. H. T. No. 17, folio 517, one of the land record books for Queen Anne's County, default having been made in compliance with the terms of said mortgage, and the said mortgage having been assigned to J. Fletcher Clark, for the purpose of foreclosure and collection, which assignment has been fully recorded at the foot of said mortgage, the undersigned Assignee, will offer at Public Sale, to the highest bidder, on TUESDAY, AUG. 17, 1937 between the hours of 2 and 4 o'clock P. M. in front of the Court House Door, in the town of Centreville, Queen Anne's County, Maryland, the following described property:

All that lot of land in Crab Alley Neck on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, lying on the left hand side of the public road leading from Harry Jone's store to Johnson's Island, and adjoining on the one side the lands now or formerly of Annie M. Hill, on the

other side the lands now or formerly of Jesse Leex, and in the rear the lands now or formerly of Rev. George R. McCready (formerly the Wright land) and in the front the aforesaid public road, and supposed to contain 2-3/4 of an acre of land, more or less.

Being the same land as conveyed from John T. Brown, Sr., and others unto said John T. Brown, Jr., by Deed dated August 27, 1910, and recorded in Queen Anne's County land record Liber S. S. No. 8, folio 368, the said John T. Brown, Jr., co-tenant with said grantors, having by said deed, become vested of the entire and absolute free simple interest in said property.

Being the home of the late John T. Brown, Jr.

IMPROVED by a two-story frame dwelling with six rooms.

TERMS OF SALE

One-third cash on day of sale, balance in six and twelve months, or all cash at the option of the purchaser on day of sale. Deferred payments to bear interest from the day of sale and to be secured to the satisfaction of the Assignee.

Title papers and all stamps at the expense of the Purchaser.

J. FLETCHER CLARK,  
Assignee.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. November 15 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of J. Fletcher Clark, Assignee vs. John T. Brown a true copy of which is hereby annexed. was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 22d. day of July, 1937, being more than twenty days before the 17th day of August 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Nov. 15th, 1937.

REPORT AND ACCOUNT OF THE AUDITOR  
Filed March 29, 1938

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

J. Fletcher Clark,  
Assignee,

vs.

John T. Brown, junior.

(  
)  
(  
)  
(  
)  
)

Cause No. 3141.

To the Honorable, the Judges of said Court:

The report of Madison Brown, your auditor, unto Your Honors respectfully sets forth:-

That these proceedings were instituted and have been conducted for the collection of a mortgage debt through foreclosure of the mortgage and it appears that the proceeds of sale are not sufficient to pay the costs incident to the cause and proceedings and the debt in full. The mortgage was assigned by the original mortgage to J. Fletcher Clark for the purpose of foreclosure and collection.

In the within account the auditor has charged the said J. Fletcher Clark, who is the party making the sale of this cause, with the gross sale made by him and then there-out has allowed as follows: Unot the said J. Fletcher Clerk, as the party making the sale, the fee provided in the mortgage for the party making the sale, also the commissions provided in the mortgage to the party making the sale on the gross sale; the court costs of this cause; the charges of his auctioneer at the sale made; the costs of his bond paid the corporate surety thereon; the costs of advertising notices of the sale and the several orders nisi of the cause; and Unto the auditor his fee for stating the audit. The balance of the amount so charged to the vendor remaining after the allowances above set forth constitutes the net proceeds of sale and the amount applicable to the mortgage indebtedness due on the day of sale and is by the within account distributed unto J. Fletcher Clark as assignee of the mortgage.

The auditor has stated an account and attaches it to the audit between the mortgagor on the one part and the said J. Fletcher Clark as assignee of the mortgage on the other part, which is based on the statement of the mortgage debt filed in this cause showing the mortgage indebtedness due on the day of sale and the balance remaining on the mortgage after the application of the net proceeds of the sale of the cause.

Which is respectfully submitted.

MADISON BROWN  
Auditor.

March 25, 1938.

Cause No. 3141.

The proceeds of the sale of the mortgaged real estate of John T. Brown, junior, the party making the mortgage mentioned in this cause, in account with J. Fletcher Clerk, the assignee of said mortgage and as such the party making the sale described in this cause.

1937	CR.		
Aug		By amount of the gross sale of the real estate	
17		sold this date in these proceedings per report	
		of sale filed, to wit: . . . . .	\$500.00

1937	DR.		
Aug.		To J. Fletcher Clerk, the party making the	
17		sale, the fee provided in the mortgage for	
		him, to wit: . . . . .	\$25.00
		To do., for his commissions for making the	
		sale per terms of the mortgage, to wit: . . . . .	35.00
		To do., for the court costs of this cause	
		as set out in the bill of costs made by	
		the Clerk, to wit:	
		Costs of W.H. Carter, clerk, \$24.50	
		Appear. fee of J. Fletcher Clark, 10.00	34.50
		To do., for the charge made by J. Elmer Anthony,	
		his auctioneer, at the sale made, per account	
		for same exhibited, to wit: . . . . .	10.00
		To do., for the costs or premium of his bond con-	
		taining corporate surety filed herein, to be	
		paid said surety, per account for same exhibited,	
		to wit: . . . . .	10.00
		To do., for costs due Queen Anne's Record and Ob-	
		server Publishing Company, for advertising in	
		its county paper,	
		notices of sale, . . . . .	\$38.25
		order nisi on sale . . . . .	5.00
		order nisi on audit. . . . .	3.50
		total . . . . .	\$46.75
		per account for same exhibited, to wit: . . . . .	46.75
		To Madison Brown, auditor, for stating this	
		account, the sum of . . . . .	9.00
			\$170.25
		To balance carried below . . . . .	329.75
			\$500.00
			\$500.00

	CR.		
		By balance brought down, to wit: . . . . .	\$329.75

	DR.		
		To J. Fletcher Clark, assignee of the mortgage men-	
		tioned, in part payment of his mortgage claim due	
		on day of sale, this balance of sales, to wit: . . . . .	\$329.75
			\$329.75
			\$329.75

March 25, 1938.

MADISON BROWN  
Auditor.

Cause No. 3141.

STATEMENT OF MORTGAGE DEBT.

John T. Brown, junior, the mortgagor making the mortgage described in this cause,

to

J. Fletcher Clark, assignee of said mortgage,

DR.

1937  
Aug.  
17

DR.

To amount due on this date under the mortgage given by John T. Brown, junior, to Home Owner's Loan Corporation and assigned to said J. Fletcher Clerk, per statement of the mortgage filed in this cause, to wit: . . . . . \$642.11

CR.

" "

By amount distributed thereto as of this date out of sale of mortgaged real estate by above account of the auditor, to wit: . . . . . 329.75

DR.

To balance due said assignee bearing interest from August 17, 1937, to wit: . . . . . \$312.36

March 25, 1938

MADISON BROWN  
Auditor.

Filed March 29th, 1938.

NISI RATIFICATION OF AUDIT

J. Fletcher Clark,  
Assignee,

VS.

John T. Brown, Junior.

) IN THE CIRCUIT COURT  
)  
) FOR QUEEN ANNE'S COUNTY  
)  
) IN EQUITY  
) CASE No. 3141 Chy.

ORDERED, This 29th day of March in the year nineteen hundred and 38 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 22nd day of April, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 15th day of April, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed March 29th, 1938.

CERTIFICATE OF PUBLICATION  
OF AUDIT NISI  
Filed August 3, 1938.

NISI RATIFICATION OF AUDIT

J. FLETCHER CLARK, Assignee

vs.

JOHN T. BROWN, JUNIOR.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3141, Chy.

ORDERED, This Twenty-ninth day of March in the year nineteen hundred and thirty-eight 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 twenty-second day of April, 1938; provided a copy of this order be published once a week in each of two successive weeks before the fifteenth day of April, 1938, in some newspaper printed and published in Queen Anne's County.



WILLIAM H. CARTER, Clerk.

True Copy-  
Test:

WILLIAM H. CARTER, Clerk.

Filed March 29th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Aug. 3, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of J. Fletcher Clark, Assignee vs. John T. Brown, Jr. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 31st day of March, 1938, being more than two weeks before the 15th day of April 1938.

THE QUEEN ANNE'S-RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed August 10, 1938.

J. Fletcher Clark,  
Assignee,  
  
vs.  
  
John T. Brown, Junior.

)  
) In the Circuit Court  
)  
) for  
)  
) Queen Anne's County,  
) In Equity.  
)  
)  
) Cause No. 3141.

ORDERED, This 8th day of August 1938, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and-aforegoing 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 as directed by the previous order of Ratification Nisi passed thereon in this cause; and the assignee, J. Fletcher Clark, Assignee, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

THOS. J. KEATING

Filed Aug. 10th, 1938.



Cause No. 3139.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Ninth day of July, in the year nineteen hundred and thirty seven, the following Petition was filed for record, to wit:

EX-PARTE IN THE MATTER OF  
THE PETITION OF A. SIDNEY  
GADD, JR., IN HIS OWN RIGHT,  
AND AS TRUSTEE UNDER THE WILL  
OF MARGARET T. GADD FOR THE  
BENEFIT OF JOHN DENWOOD GADD,  
JOHN DENWOOD GADD,  
MARGARET GADD ASHLEY AND  
JOHN M. ASHLEY, TRUSTEE  
UNDER THE WILL OF MARGARET T.  
GADD FOR THE BENEFIT OF  
MARGARET GADD ASHLEY.

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

-----  
TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of A. Sidney Gadd, Jr., in his own right, and as Trustee under the will of Margaret T. Gadd for the benefit of John Denwood Gadd, John Denwood Gadd, Margaret Gadd Ashley and John M. Ashley, Trustee under the will of Margaret T. Gadd for the benefit of Margaret Gadd Ashley, respectfully shows unto your Honors:

1. That Margaret T. Gadd, late of Queen Anne's County, deceased, departed this life on or about Aug. 16, 1910 leaving a last will and testament, which was duly admitted to probate by the Orphans' Court for Queen Anne's County, a certified copy thereof being filed herewith and marked "Petitioner's Exhibit No. 1".
2. That at the time of her death the said Margaret T. Gadd was seized and possessed (among other real estate) of her home property consisting of a dwelling house and premises, situated on the south or right hand side of the road or street known as Railroad Avenue leading from Centreville towards Ruthsburg, and adjoining the town of Centreville, which said property is referred to in the aforesaid last will and testament of Margaret T. Gadd in Item 8 thereof.
3. That the aforesaid Item 8 of said last will and testament directs that the said property should remain as a home for the Testatrix's husband, A. Sidney Gadd, and her three children, A. Sidney Gadd, Jr., John Denwood Gadd and Margaret T. Gadd (now Margaret Gadd Ashley) three of your petitioners, and that the furniture be retained therein, and the horse and carriage be kept for their use and comfort so long as they should continue to reside in said dwelling, but as soon as they should cease to occupy said property as a home, or in the event of the marriage of the testatrix's said husband, A. Sidney Gadd, that the said property and furniture and horse and carriage be sold by the Executors thereafter named, upon such terms as the Orphans' Court for Queen Anne's County might direct, and the proceeds of such sale should become a part of the residue of the Testatrix's estate, and pass under and be subject to the provision contained in Item 10 of said will.
4. That as will appear by reference to the aforesaid Item 10 of said will, the Testatrix devised and bequeathed the rest, residue and remainder of her estate to her Executors in trust, setting up three separate trusts, each identical, one being for the benefit of her son, A. Sidney Gadd, Jr., for life, one for the benefit of John Denwood Gadd for life, and one for the benefit of her daughter Margaret T. Gadd (now Ashley) for life.
5. That by Item 11 of said last will and testament the Testatrix appointed her husband, A. Sidney Gadd, and her half sister, Anna B. Watson, Executors of her will, and directed that in the event of the death of either, the Orphans' Court for Queen Anne's County should appoint some suitable person to act as co-executor with the survivor.
6. That the said Anna B. Watson departed this life sometime in the year 1906, and the said A. Sidney Gadd continued to administer the estate alone as surviving Executor until on or about the twenty-seventh day of January, nineteen hundred and fourteen, when he stated his final administration account in said estate, and the Orphans' Court for Queen Anne's County never appointed anyone to act as Co-executor with him.
7. That the said A. Sidney Gadd, widower of the Testatrix, remarried about the month of June 1920 and both he and the Testatrix's three children discontinued many years ago residing in the dwelling mentioned in Item 8 of said will.
8. The said A. Sidney Gadd, surviving Executor of said will, has neglected and refused to make sale of the dwelling house and premises mentioned in the aforesaid Item 8 of said will, although the conditions precedent to a sale thereof have long ago happened.

9. That the residue of the Testatrix's estate, of which the proceeds of sale of the dwelling house mentioned in item 8 were to become a part, has been, as directed by Item 10 of said will, divided into three trust estates, as follows: One for the benefit of A. Sidney Gadd, Jr., for life, one for the benefit of John Denwood Gadd for life, and one for the benefit of Margaret Gadd Ashley for life.

10. As will appear by reference to the proceedings in Chancery Cause No. 3018 in this Honorable Court entitled: "In re: Ex-parte petition of A. Sidney Gadd for leave to resign as Trustee from the trust created by the will of Margaret T. Gadd for John Denwood Gadd for his life", and by Chancery Cause No. 3019 in this Honorable Court entitled: "In re: Ex-parte petition of A. Sidney Gadd for leave to resign as Trustee from the trust created by the will of Margaret T. Gadd for Margaret Gadd Ashley for her life", the residue passing to each of the aforesaid trusts amounted to \$76.64.

11. That as will likewise appear by reference to the two aforesaid Chancery proceedings, the residue passing to the trust created for the benefit of John Denwood Gadd was consolidated with the trust created for his benefit by Item 6 of the Testatrix's will, and the residue passing to the trust created for the benefit of Margaret Gadd Ashley was consolidated with the trust created for her benefit by Item 7 of the aforesaid will, and said trusts are, therefore, subject to the jurisdiction of this Honorable Court.

12. That the residue passing to the trust created for the benefit of A. Sidney Gadd, Jr., amounting only to the sum of \$76.64, and there being no other trust estate created by said will for his benefit, the said trust has never yet been brought under the jurisdiction of this Honorable Court.

13. That the conditions precedent to a sale of the dwelling house directed by Item 8 of said will having come to pass, and the executor of said will having neglected and refused to make sale, your petitioners now in accordance with a provision of Section 97 of Article 16 of the Code of Public General Laws of the State of Maryland desire to have a Trustee appointed to sell and convey the aforesaid dwelling house and premises, and apply the money arising from the sale to the purpose intended.

14. That your petitioners have received a written offer from B. Harper Fesmyer of Queen Anne's County to purchase the aforesaid property for the sum of thirty-three hundred dollars (\$3,300.00), and he has offered to pay one-half of the costs of these proceedings, provided he should not be called upon to pay more than fifty dollars (\$50.00) as his part of said costs, and provided that he should be able to purchase the property.

15. And he has specified some other terms upon which his offer to purchase is based a copy of which written offer, directed to A. Sidney Gadd, Jr., being filed herewith and marked "Petitioners' Exhibit No. 2".

16. That your petitioners deem it advisable to make said sale to said B. Harper Fesmyer at and for the sum of thirty-three hundred dollars (\$3,300.00).

WHEREFORE, your petitioners pray your Honors to pass an order appointing a trustee to carry out the terms and conditions of Item 8 of the aforesaid last will and testament of Margaret T. Gadd, deceased, directing said Trustee to sell and convey the dwelling house and premises therein described unto B. Harper Fesmyer at and for the sum of thirty-three hundred dollars (\$3,300.00), and upon the terms and conditions set forth in his written offer of purchase hereinbefore mentioned, and directing said Trustee to apply the money arising from the sale to the purposes intended.

Respectfully submitted,

A. SYDNEY GADD JR.  
IN HIS OWN RIGHT.

A. SYDNEY GADD JR.  
TRUSTEE UNDER THE WILL OF MARGARET  
T. GADD FOR THE BENEFIT OF JOHN  
DENWOOD GADD.

JOHN D. GADD

MARGARET G. ASHLEY

JOHN M. ASHLEY  
TRUSTEE UNDER THE WILL OF MARGARET T.  
GADD FOR THE BENEFIT OF MARGARET  
GADD ASHLEY.

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

I hereby certify that on this ninth day of July in the year nineteen hundred and thirty-seven, before me, the subscriber a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared A. Sidney Gadd, Jr., in his own right, and as Trustee under the will of Margaret T. Gadd for the benefit of John Denwood Gadd, and Margaret Gadd Ashley, and John M. Ashley, Trustee under the will of Margaret T. Gadd for the benefit of Margaret Gadd Ashley, and did each make oath in due form of law that the matters and things set forth in the within and foregoing petition are true and bona fide as therein stated to the best of their knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Notary  
Public  
Seal.

KATHERINE C. MORRIS

STATE OF MARYLAND,  
BALTIMORE COUNTY, TO-WIT:

I hereby certify that on this 6th day of July in the year nineteen hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared John Denwood Gadd and acknowledged the within and foregoing petition is true and bona fide as therein stated to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Notary  
Public  
Seal.

URBAN T. LINZEY

To the Honorable, the judges of said Court:

I, the undersigned, A. Sidney Gadd, surviving husband of Margaret T. Gadd, deceased, and surviving executor of her last will and testament hereinbefore referred to, do certify to your Honors that I have read the foregoing petition, and admit the allegations contained therein to be true, and so far as may be necessary, I consent to the passing of the order therein prayed for.

A. SYDNEY GADD

PETITIONERS' EXHIBIT No. 1  
Filed July 9, 1937.

I, Margaret T. Gadd, of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, and desiring to make such disposition of my property and estate as to me seems right and just, do make, publish and declare this my last will and testament in manner following, that is to say:

ITEM 1. I do will and direct payment of my just debts and funeral expenses as soon after my decease as may be practicable and consistent with law.

ITEM 2. I do give and bequeath unto my half-sister, Anna B. Watson, my diamond ring for and during her natural life and at her death said ring to become the property of my daughter, Margaret T. Gadd.

Item 3. I give and bequeath unto my son, A. Sidney Gadd, Jr., my antizue carved bed and one half of my small flat silver.

ITEM 4. I give and bequeath unto my son, John Denwood Gadd, my mahogany bed room suit, my blue India China and the other one half of my small flat silver.

ITEM 5. I do give and bequeath unto my daughter, Margaret T. Gadd, my silver service, gravy boat, desk, and mahogany library table.

ITEM 6. Having provided for my son, A. Sidney Gadd, Jr., by insurance upon my life payable to him to the extent of Seven Thousand Dollars and desiring as far as possible to equalize financially all three of my children, I do give and bequeath unto my son, John Denwood Gadd, the amount of Seven Thousand Dollars to be held in trust, however, by my executors hereinafter named, and their successors in trust, who shall receive said sum of Seven Thousand Dollars and invest the same either in the purchase of land or in first mortgage upon real estate and shall pay over, semi-annually, the net rents, profits, issues and income arising and accruing from such investment and from all re-investments thereof unto my said son, John Denwood Gadd, for and during his natural life, and no longer, and immediately upon the death of the said John Denwood Gadd the trust hereby created shall terminate and the corpus of the trust estate shall then be distributed and conveyed to the children of my said son, John Denwood Gadd, who shall be living at the time of his death and to the legal issue of any deceased child or children of his, such issue to take the share to which such deceased child or children would be entitled if living, and to the heirs and assigns of

such children and the issue of any deceased child or children, absolutely in equal parts, and in case my said son, John Denwood Gadd, should depart this life without leaving a child or children, or the issue of any deceased child or children, living at the time of his death, then I do give, devise and bequeath said corpus of the trust estate to my other children living at the time of the death of my said son, John Denwood Gadd, and to the legal issue of any such child or children who may have died during the life of the said John Denwood Gadd, such issue to take the share to which such deceased child or children would be entitled if living at the time of the death of the said John Denwood Gadd, and to the heirs and assigns of such children and the issue of any such deceased child or children, absolutely and forever, in equal parts.

ITEM 7. I do give and bequeath unto my daughter, Margaret T. Gadd, the amount of Seven Thousand Dollars to be held in trust however, by my executors hereinafter named, and their successors in trust, who shall receive said sum of Seven Thousand Dollars and invest the same either in the purchase of land or in first mortgage upon real estate and shall pay over, semi-annually, the net rents, profits, issues and income arising and accruing from such investment and from all re-investments thereof unto my said daughter, Margaret T. Gadd, for and during her natural life, and no longer, and immediately upon the death of the said Margaret T. Gadd the trust hereby created shall terminate and the corpus of the trust estate shall then be distributed and conveyed to the children of my said daughter, Margaret T. Gadd, who shall be living at the time of her death and to the legal issue of any deceased child or children of her, such issue to take the share to which such deceased child or children would be entitled if living, and to the heirs and assigns of such children and the issue of any deceased child or children, absolutely in equal parts, and in case my said daughter, Margaret T. Gadd, should depart this life without leaving a child or children, or the issue of any deceased child or children, living at the time of her death, then I do give, devise and bequeath said corpus of the trust estate to my other children living at the time of the death of my said daughter, Margaret T. Gadd, and to the legal issue of any such child or children who may have died during the life of the said Margaret T. Gadd, such issue to take the share to which such deceased child or children would be entitled if living at the time of the death of the said Margaret T. Gadd, and to the heirs and assigns of such children and the issue of any such deceased child or children, absolutely and forever, in equal parts.

ITEM 8. I do will and direct that the dwelling house and premises where I now reside, situate on the right side of the public road or street leading out of the town of Centreville, Queen Anne's County, Maryland, towards Ruthsburg, which I purchased of Mrs. Ida Price, shall remain as a home for my husband, A. Sidney Gadd, and my three children, A. Sidney Gadd, Jr., John Denwood Gadd, and Margaret T. Gadd, and that the furniture be retained therein, and the horse and carriage be kept for their use and comfort, so long as they may continue to reside in said dwelling but, as soon as they shall cease to occupy said property as a home, or in the event of the marriage of my said husband, A. Sidney Gadd, I do will and direct that said property, and furniture and horse and carriage, be sold by my executors hereinafter named upon such terms as the Orphans' Court for Queen Anne's County may direct, and the proceeds of such sale shall become a part of the residue of my estate and pass under and be subject to the provisions contained in Item 10 hereof.

ITEM 9. I give, devise and bequeath to my husband, A. Sidney Gadd, the property known as "Little Hut" which was conveyed to me by John E. Wilson and wife, situate on the left side of the public road leading from Centreville to Ruthsburg, in the Third Election District, of Queen Anne's County, Maryland, for and during his natural life, and no longer, with power and authority to the said A. Sidney Gadd, during his life, to sell and convey the aforesaid property free from all liability, on the part of the purchaser thereof, for or on account of the application of the purchase money, and to invest the proceeds of such sale in other farm land or in first mortgage upon real estate, and to use the income from said property or from the investment of the proceeds of a sale thereof for his individual support, and upon the death of the said A. Sidney Gadd said real estate or the proceeds of a sale thereof, whether invested in farm land or mortgage or in any other manner, shall immediately become a part of the residue of my estate and shall pass under and be subject to the provisions of Item 10 hereof.

ITEM 10. All the rest, residue and remainder of my estate, real, personal and mixed, and wheresoever situate, I do give, devise and bequeath unto my executors hereinafter named to be held in trust and confidence by them, and their successors in trust, nevertheless, for the following purposes, that is to say:

A. The one third thereof to be held, invested and re-invested and the rents, profits, issues and income therefrom collected and paid over unto my son, A. Sidney Gadd, Jr., during the term of his natural life, and no longer, and immediately upon the death of my said son the trust hereby created as to said one third shall immediately terminate and said one third shall be distributed and conveyed to the children of my said son who shall be living at the time of his death and to the legal issue of any deceased child or children of his, such issue to take the share to which such deceased child or children would be entitled if living, and to the heirs and assigns of such children and the issue of any deceased child or children absolutely in Equal parts, and in case my said son, A. Sidney Gadd, Jr., shall depart this life without leaving a child or children or the issue of any deceased child or children living at the time of his death, then I do give, devise and bequeath said one third to my other children who shall be living at the time of the death of my said son, A. Sidney Gadd, Jr., such issue to take the share to which such deceased child or children would be entitled if living at the death of the said A. Sidney Gadd, Jr., and to the heirs and assigns of such children and the issue of any such deceased child or children, absolutely and forever, in equal parts;

B. The one third thereof to be held, invested and re-invested and the rents, profits, issues and income therefrom collected and paid over unto my son, John Denwood Gadd, during the term of his natural life, and no longer, and immediately upon the death of my said son the trust hereby created as to said one third shall immediately terminate and said one third shall be distributed and conveyed to the children of my said son who shall be living at the time of his death and to the legal issue of any deceased child or children of his, such issue to take the share to which such deceased child or children would be entitled if living, and to the heirs and assigns of such children and the issue of any deceased child or children, absolutely in equal parts, and in case my said son, John Denwood Gadd, shall depart this life without leaving a child or children or the issue of any deceased child or children living at the time of his death, then I do give, devise and bequeath said one third to my other children who shall be living at the time of the death of my said son, John Denwood Gadd, and to the legal issue of any such child or children who may have died during the life of the said John Denwood Gadd, such issue to take the share to which such deceased child or children would be entitled if living at the death of the said John Denwood Gadd, and to the heirs and assigns of such children and the issue of any such deceased child or children, absolutely and forever, in equal parts;

C. The one third thereof to be held, invested and re-invested and the rents, profits, issues and income therefrom collected and paid over unto my daughter, Margaret T. Gadd, during the term of her natural life, and no longer, and immediately upon the death of my said daughter the trust hereby created as to said one third shall be distributed and conveyed to the children of my said daughter who shall be living at the time of her death and to the legal issue of any deceased child or children of her, such issue to take the share to which such deceased child or children would be entitled if living, and to the heirs and assigns of such children and the issue of any deceased child or children, absolutely in equal parts, and in case my said daughter, Margaret T. Gadd, shall depart this life without leaving a child or children or the issue of any deceased child or children living at the time of her death, then I do give, devise and bequeath said one third to my other children who shall be living at the time of the death of my said daughter, Margaret T. Gadd, and to the legal issue of any such child or children who may have died during the life of the said Margaret T. Gadd, such issue to take the share to which such deceased child or children would be entitled if living at the death of the said Margaret T. Gadd, and to the heirs and assigns of such children and the issue of any such deceased child or children, absolutely and forever, in equal parts.

ITEM 11. I do hereby constitute and appoint my husband, A. Sidney Gadd, and my half-sister, Anna B. Watson, to be the executors of this my last will and testament, hereby revoking all other wills and testaments and codicils heretofore made by me, and do direct that my said executors be allowed jointly as compensation for their services a commission of five per cent and no more. In the event of the death of either of said executors, I direct that the Orphans' Court for Queen Anne's County shall appoint some suitable person to act as co-executor with the survivor.

In testimony whereof, I, Margaret T. Gadd, have hereunto subscribed my name and affixed my seal this eighteenth day of April, in the year nineteen hundred and ten.

Margaret T. Gadd (SEAL)

Signed, sealed, published and declared by the above named Testatrix, Margaret T. Gadd, as and for her last will and testament in the presence of us, who, at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

W. Hopper Gibson

Wm. F. Bailey

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SCT:  
16 day of August, A. D., 1910.

Then came A. Sidney Gadd, Custodian and in the presence of Almighty God he did solemnly promise and declare, with uplifted hand in due form of law, that he does not know of any Will or Codicil to a Will of Margaret T. Gadd, late of said county, deceased, other than the foregoing Instrument of Writing, and that he received the same from the hands of deceased, on or about the 18th day of April, 1910.

Cert: per  
Test: Robert W. Thomas  
Register of Wills for Queen Anne's County,  
Md.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SCT:  
16 day of August, A. D., 1910.

Then came W. Hopper Gibson and William F. Bailey subscribing witnesses to the foregoing last Will and Testament of Margaret T. Gadd late of the County aforesaid, deceased, and in the presence of Almighty God they did solemnly promise or declare, with uplifted hand, in due form of law, that they did see the testatrix therein named, sign and seal the said Will; that they heard her publish,

pronounce and declare the same to be her last Will and testament, and that the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory and understanding, and that they, together respectively subscribed names as witnesses to said Will, in the presence and at the request of said testatrix 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 Margaret T. Gadd 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 16 day of August, 1910, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Margaret T. Gadd, deceased.

W. J. Price, Jr.

Jos. B. Cook

Geo. I. Harrison  
Judges of the Orphans' Court for Queen Anne's  
County.

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

I, Norman S. Dudley, Register of Wills for Queen Anne's County, State of Maryland, do hereby certify that the within and foregoing is a true and whole copy of the Last WILL AND TESTAMENT of MARGARET T. GADD, late of Queen Anne's County, deceased, which was filed and passed in this office on the 16th day of August, 1910, and which is recorded in Liber R. W. T. No. 1, folios 311, etc. a Will Record Book in the Orphans' Court for Queen Anne's County, Maryland.

In Testimony Whereof I hereunto subscribe my name and affix the seal of my office this 28th day of June, 1937.

NORMAN S. DUDLEY  
Register of Wills.

Seal's  
Place.

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PETITIONERS' EXHIBIT No. 2  
Filed July 9, 1937.

June 24th, 1937.

Mr. A. Sydney Gadd, Jr.,  
Centreville, Maryland.

Dear Mr. Gadd:

This letter is written to you and through you to your sister and brother as persons who have or own some interest in the dwelling house property located in or near the town of Centreville, Queen Anne's County, Maryland on the right side of the public road from Centreville to Ruthsburg, now occupied by Mr. Lawrence Callahan. I have reference to the lot of land and improvements thereon mentioned in Item 8 of the last will and testament of Mrs. Margaret T. Gadd, your mother, as recorded among the Will Record Books of Queen Anne's County, Maryland.

If you can procure a sale of this property to me I am willing to pay \$3,300.00 for the property under the conditions contained in this letter. I am willing to enter into an agreement to purchase this property of a person who can give me the title to the property hereinafter mentioned; if I can enter into an agreement with this person on the terms of this letter on or before July 10th, next.



By this agreement I will pay to this person for this property \$3,300.00, without interest, on or before November first next, provided, that this person will be able on or before November first to convey this property to me by good and sufficient deed and fee simple title, clear of all liens and encumbrances and free, clear and discharged of the rights and claims thereto of all persons whatsoever whether claiming under your mother's will or otherwise, Provided further, that at the time of the delivery of such deed to me said property and the improvements thereon shall not have depreciated by reason of fire, wind, storm or otherwise and the same shall be in as good condition as the same are at this time.

I realize from the terms of your mother's will that some legal proceeding will be necessary in order that I may procure the title mentioned and I am willing to pay one-half of the costs of such legal proceedings, provided that I shall not be called to pay more than \$50.00 as my part of said costs, and provided that the legal proceedings will result in the procurement by me of the title mentioned.

Possession of the property under the title mentioned must be delivered to me on November first, provided that I shall have complied with my part of the contract.

This offer shall not be binding on me if I can not procure the title mentioned, if I can not procure the possession mentioned and if I can not procure the delivery to me of the improvements of the property on the payment of the purchase money in the same condition that the same are now.

I will add all taxes of the current year will be adjudged as of November first.

DECREE FOR SALE  
Filed July 9, 1937.

EX-PARTE IN THE MATTER OF  
THE PETITION OF A. SIDNEY  
GADD, JR., IN HIS OWN RIGHT,  
AND AS TRUSTEE UNDER THE WILL  
OF MARGARET T. GADD FOR THE  
BENEFIT OF JOHN DENWOOD GADD,  
JOHN DENWOOD GADD,  
MARGARET GADD ASHLEY AND  
JOHN M. ASHLEY, TRUSTEE UNDER  
THE WILL OF MARGARET T. GADD  
FOR THE BENEFIT OF MARGARET  
GADD ASHEEY

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

THE PETITION and exhibits filed in this cause having been read and considered, it is thereupon, by the Circuit Court for Queen Anne's County, in Equity, this 9th day of July 1937, adjudged, ordered and decreed that the real estate mentioned and described in said petition be sold for the purpose of applying the money arising from such sale to the purpose intended and in the manner as provided and directed by the last Will and Testament of Margaret T. Gadd, deceased.

AND IT IS further adjudged, ordered and decreed that said real estate be sold unto B. Harper Fesmyer at private sale at and for the sum of Thirty-three hundred dollars (\$3300.00) in accordance with the said Fesmyer's written offer to purchase said property filed in these proceedings as Exhibit No. 2; and it is further adjudged, ordered and decreed that Thomas J. Keating-3rd- of Queen Anne's County, Maryland, be and he is hereby appointed Trustee to make said sale and the course and manner of his procedure shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland with corporate surety to be approved by said Clerk, in the penalty of Thirty five hundred dollars if corporate surety be given and double that amount if personal surety be given conditioned for the faithful performance and execution of the trust reposed in him by this decree or that may be reposed in him by any future order or decree in the premises; he shall then proceed to make said sale unto said B. Harper Fesmyer upon the terms and conditions set forth in the aforesaid Exhibit No. 2, the purchase money to be paid as follows: The sum of Five hundred dollars (\$500.00) to be paid in cash at the time of sale and the remaining Twenty-eight hundred dollars (\$2800.00) to be paid in cash upon the final ratification of this sale by this Court and the passing of the Deed for the property.

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 of the fairness of said sale; and upon the ratification of said sale by this Court and on the payment of the whole purchase money and such part of the costs of these proceedings as are agreed to be paid by the purchaser (and not before), the said Trustee shall, by a good and sufficient Deed to be executed and acknowledged by him agreeably to law convey to the purchaser and to his heirs the property and estate

so sold unto him, free, clear and discharged of all claim or claims of the parties entitled to said real estate or the proceeds of the sale thereof and of all 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 to be disposed of under the directions of this Court in accordance with the provisions of the said last Will and Testament of the said Margaret T. Gadd, deceased, after after deducting therefrom that part of the costs of these proceedings which are payable thereout including such commissions to 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.

THOS. J. KEATING

Filed July 9th, 1937.

CERTIFIED COPY OF BOND  
Filed July 13, 1937.

Queen Anne's County, to wit: Be it remembered that on the 13th day of July, in the year 1937 the following Bond, was filed for record, to wit:

Know all men by these presents that we, Thomas J. Keating III, as principal and American Bonding Company of Baltimore a body corporate of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand five hundred dollars (\$3500.00) to be paid to the said State of Maryland or its certain Attorney, to the payment of which we hereby bind ourselves and each of our heirs, successors, executors and administrators in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of July in the year 1937. Whereas the said Thomas J. Keating, III, was appointed Trustee by a Decree of the Circuit Court for Queen Anne's County, in Equity, dated the ninth day of July, 1937 to make sale of certain real estate described in said Decree, all of which will appear by reference to the proceedings in the aforesaid Court entitled "Ex Parte in the Matter of the Petition of A. Sydney Gadd Jr. et. al." Number 3139 on the Chancery Docket of said Court. Now Therefore the condition of the above obligation is such that if the above bounden Thomas J. Keating III, do and shall well and faithfully perform and execute the trust reposed in him by the aforesaid Decree, or that may be reposed in him by any future order or decree in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of  
Inez R. Shortall

THOMAS J. KEATING, 3rd. (SEAL)  
American Bond Company of Baltimore,  
by Marie Shortall  
Its Attorney in fact. Seal's Place.

On the back of the foregoing Bond was thus endorsed, to wit:  
Security approved and Bond filed July 13th, 1937.

WILLIAM H. CARTER, Clerk.

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. 1, folio 69, a Bond Record Book for Queen Anne's County.

Seal's Place.

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 July A. D. 1937.

WILLIAM H. CARTER, Clerk

REPORT OF SALE  
Filed July 13, 1937.

EX-PARTE IN THE MATTER OF THE PETITION OF A. SIDNEY GADD, JR., IN HIS OWN RIGHT, AND AS TRUSTEE UNDER THE WILL OF MARGARET T. GADD FOR THE BENEFIT OF JOHN DENWOOD GADD, JOHN DENWOOD GADD, MARGARET GADD ASHLEY AND JOHN M. ASHLEY, TRUSTEE UNDER THE WILL OF MARGARET T. GADD FOR THE BENEFIT OF MARGARET GADD ASHLEY.

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

## R E P O R T O F S A L E .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SALE of the real estate made in this cause by Thomas J. Keating, III, Trustee, respectfully sets forth:

THAT PURSUANT to the Decree of this Honorable Court passed on the ninth day of July, 1937, your Trustee did proceed to file his bond to the State of Maryland in the penalty of Thirty-five Hundred Dollars (\$3500.00) with corporate surety thereon, which said bond was duly approved by the Clerk of this Court and thereupon your Trustee did make sale, at private sale, of the real estate described in these proceedings, being the dwelling house and lot of land situate in the Third Election District of Queen Anne's County on the South or right hand side of the road or street known as Railroad Avenue leading from Centreville towards Ruthsbrug and adjoining the town of Centreville and which is referred to in the Last Will and Testament of Margaret T. Gadd, deceased, as having been purchased by her from Mrs. Ida Price, unto B. Harper Fesmyer in accordance with said Fesmyer's written offer to purchase same, a copy of which said written offer was filed herein as "Petitioner's Exhibit No. 2", except that, because said Fesmyer's written offer did not make provision for any down payment and the aforesaid Decree provided for a down payment of Five Hundred Dollars (\$500.00), your Trustee agreed with said Fesmyer that if he would make down payment of Two Hundred Dollars (\$200.00) (which was all that he was in a position to pay at the present time) your Trustee would report the sale and would wait for the balance of the purchase money, in accordance with his offer, or until November 1, 1937, and the final ratification of this sale; and the said Fesmyer has paid unto your Trustee the said sum of Two Hundred Dollars (\$200.00) and your Trustee believes that he will be able to pay the balance of the purchase money as agreed.

THE REPORT states the amount of sales to be Thirty-three Hundred Dollars (\$3300.00)

Respectfully submitted,

THOS. J. KEATING 3rd.  
TRUSTEE.

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

This is to certify that on this 13th day of July, 1937, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, III, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the Sale was fairly made.

WM. H. CARTER  
CLERK OF THE CIRCUIT COURT FOR QUEEN  
ANNE'S COUNTY.

Filed July 13th, 1937

N I S I

Ex Parte In the Matter of the  
Petition of A. Sidney Gadd, Jr.  
in his own right, and as Trustee under the  
will of Margaret T. Gadd for the benefit  
of John Denwood Gadd, John Denwood Gadd,  
Margaret Gadd Ashley, John M. Ashley,  
Trustee under the Will of Margaret T. Gadd  
for the benefit of Margaret Gadd Ashley

) IN THE CIRCUIT COURT  
)  
) FOR QUEEN ANNE'S COUNTY  
)  
) IN EQUITY.  
)  
) CHANCERY No. 3139.

ORDERED, This 13th day of July A. D., 1937, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of August next.

The Report states the amount of sales to be \$3300.00.

WILLIAM H. CARTER Clerk.

Filed July 13th, 1937.

CERTIFICATE OF PUBLICATION OF  
ORDER NISI  
Filed Sept. 18, 1937.

## N I S I

Ex Parte In the Matter of the Petition of A. Sidney Gadd, Jr., In His own right and as Trustee under the Will of Margaret T. Gadd for the benefit of John Denwood Gadd, John Denwood Gadd, Margaret Gadd Ashley, John M. Ashley, Trustee under the Will of Margaret T. Gadd for the benefit of Margaret Gadd Ashley.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3139.

ORDERED, this 13th day of July A. D., 1937, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of August next.

The Report states the amount of sales to be \$3300.00.

WILLIAM H. CARTER, Clerk.  
True Copy-  
Test:

WILLIAM H. CARTER, Clerk.

Filed July 13th, 1937.

## QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 18, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the matter of the Petition of A. Sydney Gadd Jr. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 15th day of July 1937, being more than four weeks before the 16th day of August 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed Oct. 2, 1937.

## FINAL ORDER OF RATIFICATION.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 30th day of September 1937, that the report of the real estate made and reported in this cause by Thomas J. Keating, Jr., Trustee, 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 required by the preceding Order Nisi; and the Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

J. OWEN KNOTTS  
Judge.

Filed Oct. 2nd, 1937.

PETITION  
Filed Nov. 2, 1937.

EX-PARTE IN THE MATTER OF THE  
PETITION OF A. SIDNEY GADD, JR.,  
IN HIS OWN RIGHT, AND AS TRUSTEE  
UNDER THE WILL OF MARGARET T. GADD  
FOR THE BENEFIT OF JOHN DENWOOD GADD,  
JOHN DENWOOD GADD,  
MARGARET GADD ASHLEY AND  
JOHN M. ASHLEY, TRUSTEE UNDER THE WILL  
OF MARGARET T. GADD FOR THE BENEFIT OF  
MARGARET GADD ASHLEY.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE PETITION of Thomas J. Keating, Jr., trustee, respectfully shows unto your Honors:

1 - THAT the regular Auditor of this Court, Madison Brown, Esq., is Counsel for the Purchaser of the property sold by your Petitioner herein and therefore feels, and has expressed the belief unto your Petitioner, that he is disqualified in this Cause from acting as Auditor.

2- THAT it will therefore be necessary to have a Special Auditor appointed to state an account of the proceeds of sale of the real estate sold by your Petitioner.

WHEREFORE your Petitioner prays your Honors to pass an Order to appoint a Special Auditor to state an account of the proceeds of sale in this Cause with authority to take such testimony as he may deem necessary, and referring the papers in the case to said Special Auditor for that purpose.

Respectfully submitted,

THOS. J. KEATING JR. TRUSTEE  
PETITIONER.

Filed Nov. 2nd, 1937.

ORDER OF COURT  
Filed Nov. 2, 1937.

ORDER OF COURT.

UPON the foregoing Petition, it is, by the Circuit Court for Queen Anne's County, in Equity, ordered this 2nd day of November 1937, that Richard T. Earle be and he is hereby appointed Special Auditor in this Cause to report an account of the proceeds of sale of the real estate sold herein with authority to take such testimony, if any, as he may deem necessary to enable him to so properly state; and it is further ordered that the papers in this Cause be and they are hereby referred to said Special Auditor for the purpose of stating said account.

J. OWEN KNOTTS  
Judge.

Filed Nov. 2nd, 1937.

REPORT AND ACCOUNT OF SPECIAL AUDITOR  
Filed March 8, 1938.

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

EX-PARTE IN THE MATTER OF THE PETITION #  
OF A. SIDNEY GADD, JR., IN HIS OWN RIGHT, #  
AND AS TRUSTEE UNDER THE WILL OF MARGARET #  
T. GADD FOR THE BENEFIT OF JOHN DENWOOD # Cause No. 3139.  
GADD, JOHN DENWOOD GADD, MARGARET GADD #  
ASHLEY, AND JOHN M. ASHLEY, TRUSTEE UNDER #  
THE WILL OF MARGARET T. GADD FOR THE #  
BENEFIT OF MARGARET GADD ASHLEY. #

TO THE HONORABLE, THE JUDGES OF SAID COURT:

These proceedings having been referred to me for the purpose of stating a Report and Account, due to the disqualification of the regular auditor in this cause, and after taking the usual oath before the Clerk of this Court and signing the Test Book, I proceeded as follows, first, by swearing the Trustee in this cause and questioning him on oath, since he has asked to be allowed only one half of the usual commissions and was advised by him that since the sale of the real estate was practically consummated subject to the approval of this Court, he, the Trustee, had agreed to serve for one half of usual commissions and therefore have allowed him only same.

The proceedings in this cause are instituted for the purpose of selling certain real estate set forth in Item 8 of the Will of Margaret T. Gadd and the distribution of the net proceeds as therein directed, said sale being directed to be made by the executors of said will but since A. Sidney Gadd, sole surviving executor, refused to sell, admitted his refusal, and consented to the passage of said decree and the contingency having arisen as set forth in Paragraph 8 before a sale should take place and the Court assumed jurisdiction.

I first allowed the Trustee the commissions as agreed upon, then allowed him the necessary expenses not personal and distributed the net proceeds under Item 8 of the Will of Margaret T. Gadd.

Respectfully submitted.

RICHARD T. EARLE  
Special Auditor.

Filed March 8th, 1938.

Cause No. 3139.

The proceeds of the sale of the real estate of the real estate set forth in Item 8 of the Will of Margaret T. Gadd, in account with Thomas J. Keating, 3rd., the person appointed by the decree in this cause to sell same.

CR.

1937  
July 13. By amount of the gross sale made by said Trustee per his report of sale, the day of payment is not set forth, to wit:-----\$3,300.00

Contributed by purchaser towards the expenses of sale, as set forth in said report----- 50.00  
Total Gross proceeds----- \$3,350.00

DR.

To Thomas J. Keating, 3rd., trustee, one half of usual commissions for making sale as per agreement-----\$ 85.50

To do., for the court costs of this cause as set out in the bill of costs made by the Clerk as follows, to wit:  
W. H. Carter, Clerk-----\$20.10  
Thomas J. Keating, Jr., App. Fee 10.00  
N. S. Dudley, Reister of Wills 4.50 34.60

To do., Bond premium of Trustee as per receipted bill exhibited 14.00

For nisi on report of sale, as per bill receipted and exhibited----- 5.00

Nisi Ratification of this audit----- 3.50

To Richard T. Earle, special auditor for stating this account----- 9.00  
\$151.60

To balance which constitutes the net proceeds of the sale made----- 3198.40  
\$3,350.00

Distributed as follows

To A. Sidney Gadd, Jr., Trustee for John Denwood Gadd under the Will of Margaret T. Gadd, 1/3 of the net proceeds----- \$1,066.14

To John M. Ashley, Trustee for Margaret Gadd Ashley, under the Will of Margaret T. Gadd 1/3 of the net proceeds----- 1,066.14

The other one third in Trust for A. Sidney Gadd, Jr., under the Will of Margaret T. Gadd, but there is no trust estate for him open, so that the same will be for disposal under future order of this Court----- 1,066.13  
\$3,198.40

RICHARD T. EARLE  
Special Auditor.

March 8, 1938.

Filed March 8th, 1938.

NISI RATIFICATION OF AUDIT

EX-PARTE In the Matter Of the Petition ) IN THE CIRCUIT COURT  
of A. Sidney Gadd, Jr., In his own right, )  
and as Trustee under the Will of Margaret ) FOR QUEEN ANNE'S COUNTY  
T. Gadd for the benefit of John Denwood )  
Gadd, John Denwood Gadd, Margaret Gadd ) IN EQUITY.  
Ashley, and John M. Ashley Trustee under the )  
Will of Margaret T. Gadd for the benefit of )  
Margaret Gadd Ashley. ) Case No. 3138

ORDERED, This Eighth day of March in the year nineteen hundred and thirty-eight that the Report and Account filed in these proceedings by Richard T. Earle, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of April, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 24th. day of March, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed March 8th, 1938.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION OF AUDIT  
Filed Apr. 5, 1938.

NISI RATIFICATION OF AUDIT

Ex-Parte in the Matter of the Petition of A. SYDNEY GADD, JR., In his own right and as Trustee under the Will of MARGARET T. GADD for the benefit of JOHN DENWOOD GADD, JOHN DENWOOD GADD, MARGARET GADD ASHLEY, and JOHN M. ASHLEY Trustee under the Will of MARGARET T. GADD for the benefit of MARGARET GADD ASHLEY.

In the Circuit Court for Queen Anne's County, in Equity. Case No. 3139.

ORDERED, This Eighth day of March in the year nineteen hundred and thirty-eight that the Report and Account filed in these proceedings by Richard T. Earle, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the First day of April, 1938; provided a copy of this order be published once a week in each of two successive weeks before the Twenty-fourth day of March, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk

True Copy-  
Test:

WILLIAM H. CARTER, Clerk.

Filed March 8th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. April 2, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of A. Sydney Gadd, Jr. in his own right and as Trustee under the will of Margaret T. Gadd for the benefit of John Denwood Gadd, et al a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two weeks the first publication thereof having been made in said newspaper on the 10th day of March, 1938, being more than two weeks before the 24th day of March 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed Apr. 11, 1938.

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this fifth day of April 1938, that the Report and Account filed in these proceedings by Richard T. Earle, Special Auditor, be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although notice appears to have been given as required by the preceding Order Nisi; and the Trustee is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

THOS. J. KEATING

Filed Apr. 11th, 1938.





Cause No. 3154.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty ninth day of September, in the year nineteen hundred and thirty seven, the following Order to Docket Suit was filed for record, to wit:-

WILLIAM R. HORNEY,  
Assignee of Mortgages,

vs.

GILBERT BROWN and  
LILLIAN K. BROWN, his wife,  
Mortgagors.

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

Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause certified copies of the two following described mortgages, to wit:

(a) The mortgage from Gilbert Brown and Lillian K. Brown, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 6th day of February, 1923, and of the assignment thereof from the said body corporate, The Sudlersville Bank of Maryland, to the said William R. Horney, bearing date the 28th day of September, 1937, said mortgage and assignment being recorded in Liber J. F. R. No. 10, folios 284, etc., a land record book for Queen Anne's County, State of Maryland;

(b) The mortgage from the said Gilbert Brown and Lillian K. Brown, his wife, to George I. Harrison, bearing date the 4th day of February, 1924, and of the assignments thereof, including the assignment from the said body corporate, The Sudlersville Bank of Maryland, to the said William R. Horney, bearing date the 28th day of September, 1937, said mortgage and assignments being recorded in Liber B. H. T. No. 1, folios 276, etc., a land record book for Queen Anne's County aforesaid.

This suit, to be docketed as aforesaid, is for the foreclosure of the two above described mortgages under the powers of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgages by reason of the non-payment of the principal mortgage debts and the interest thereon covenanted to be paid by the terms of said mortgages at the times therein provided for the payment thereof.

And as in duty bound, etc.,

WM. R. HORNEY  
Assignee of Mortgages.

Filed Sept. 29th, 1937.

CERTIFIED COPY OF MORTGAGE  
Filed Sept. 29, 1937.

#10,463. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this 13th day of February, in the year nineteen hundred and twenty four, the following MORTGAGE, was brought to be recorded to wit:

THIS MORTGAGE, Made this Fourth day of February in the year nineteen hundred and twenty-four, by Gilbert Brown and Lillian K. Brown, his wife, of Queen Anne's County, in the State of Maryland, WITNESSETH,

WHEREAS, the said Gilbert Brown is justly and bona fide indebted unto George I. Harrison of said Queen Anne's County, in the said State of Maryland, in the full and just sum of Two Thousand Dollars for cash money loaned and advanced by the said George I. Harrison to the said Gilbert Brown, upon the express condition precedent that the repayment of the same on or before the first day of July, 1924, should be secured and assured by the execution of these presents, Now, therefore, in consideration of the premises and of the sum of one dollar the receipt whereof is hereby acknowledged, we the said Gilbert Brown and Lillian K. Brown, his wife, do hereby grant and convey in fee simple unto the said George I. Harrison, the following described real estate, situate in the Seventh Election District of Queen Anne's County, Maryland, TO WIT: First: All That Tract of land or Farm, on the South side of the public road leading from Millington to Church Hill, Called "Nasley Enlarged", or by whatsoever other name or names the same may be called or known, and being a part of the Farm known as the "Woodruff Farm", and containing 149 acres and 29 Perches of land more or less, and fully described in the Deed from The J. Walters Russell

Realty Company, a body corporate to the said Gilbert Brown, dated Dec. 3rd. 1918, Recorded in Liber J. F. R. No. 1 folios 563, etc., a Land Record Book for Queen Anne's County, Maryland

SECONDLY: All that lot or parcel of land situate lying and being on Broad Street in the town of Crumpton, with a frontage on Broad Street of 50 feet and a depth of 150 feet, and adjoining the land of Amanda Stevens and the land of Gilbert Brown, and more particularly described in the Deed from Adelaide Sheppard to the said Gilbert Brown and Lillian K. Brown, dated Sept. 15th. 1920, Recorded in Liber J. F. R. No. 5 Folios 298 etc., A Land Record Book for Queen Anne's County Maryland,

THIRDLY: All those Lots, Tracts, and Parcels of Land, consisting of two building Lots adjoining each other on the West side of Broad Street and the corner of Fifth Street in the Town of Crumpton in said Queen Anne's County, Maryland, each having a frontage of 29 feet and a depth of 120 feet and known as Lots Nos. 82 and 83 on the Map of the town of Crumpton, and fully described in the Deed from Adelaide Sheppard to said Gilbert Brown, dated Sept. 7th. 1920, Recorded in Liber J. F. R. No. 7 folios 387 etc., a Land Record Book for said Queen Anne's County, Maryland.

FOURTHLY: All that Lot of Land, Tract or Parcel, or Part of a Tract of Land situate in the Town of Crumpton in said Queen Anne's County, Maryland, adjoining the lands of the heirs of Benjamin P. Hurley formerly the land of Sallie E. Spry, the lands of Charles A. Bradley the lands of John Bradley, and being the same land as that described in the Deed from David A. Clements and Wife to the said Gilbert Brown, dated Feb. 5th. 1923, Recorded in Liber J. F. R. NO. 10 folios 283 A Land Record Book for Queen Anne's County, Maryland.

FIFTHLY: All those certain 7 Lots situate lying and being in the Town of Crumpton in Queen Anne's County, Maryland, Two Lots situate on Fifth Street and designated on the Map of Crumpton as Nos. 119-121 each Lot having a frontage of 29 feet on 5th. Street and a depth of 150 feet; five lots on Caroline Street as described on the map and plat of the town of Crumpton as Lots Nos. 92-93-94-95-96 with a frontage of 29 feet and a depth of 120 feet: Also all that Lot piece or parcel or tract or parts of a tract of land situate, lying and being in the South Western part of the Town of Crumpton and adjoining the lands of Paul Harris, Henry Robinson, Mary E. Tarbutton, Gilbert Brown, and the Stevens Property, and containing about 5 acres of land more or less, and is the same land as that described in the Deed from Ella Smith and Horace Smith to Gilbert Brown, dated Jan. 27th. 1923 and Recorded in liber J. F. R. No. 10 folios 295 a Land Record Book for Queen Anne's County, Maryland.

TOGETHER with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise 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 grown upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said Gilbert Brown his heirs, executors, administrators or assigns, shall well and truly pay to the said George I. Harrison, his successors, executors, administrators or assigns, the aforesaid sum of Two Thousand Dollars on or before the 1st. day of July, 1924 as above set forth, and shall perform all the covenants, conditions and agreements therein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Gilbert Brown, his heirs and assigns, shall possess said property.

AND the said Gilbert Brown, for himself and for 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 George I. Harrison, 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, his 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 covenants, 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 George I. Harrison his successors-executors, administrators or assigns, or J. H. C. LEGG 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 Gilbert Brown 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 the said Gilbert Brown, his executors, administrators, successors or assigns, or J. H. C. LEGG 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 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 Gilbert Brown, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

AS WITNESS OUR HANDS AND SEALS.

TEST:

JOHN F. STOKES

GILBERT BROWN (SEAL)

LILLIAN K. BROWN (SEAL)

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

I hereby certify that on this 8th day of February, in the year, nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid personally appeared Gilbert Brown and Lillian K. Brown, his wife, and did each acknowledge the foregoing Mortgage to be their respective act; and now at the same time also personally appeared before me, the subscriber, George I. Harrison, the within named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing Mortgage is just and true and bona fide as therein set out.

JOHN F. STOKES

Notary  
Public  
Seal.

Queen Anne's County, to wit: Be it remembered that on the sixth day of February, in the year nineteen hundred and twenty five, the following Assignment was brought to be recorded, to wit:

For value, I hereby assign the within and foregoing mortgage unto the body corporate, The Sudlersville Bank of Maryland.

Witness my hand and seal this 16th day of September, A.

D. 1924.

Test:

JAMES T. EARLE

GEORGE I. HARRISON (SEAL)

Queen Anne's County, to wit: Be it remembered that on the Twenty-ninth day of September, in the year nineteen hundred and thirty seven, the following Assignment was brought to be recorded, to wit:-

For Value Received, The Sudlersville Bank of Maryland a body corporate does hereby transfer and assign the within and foregoing mortgage unto William R. Horney for the purpose of collection by foreclosure or otherwise.

Witness the hand of the body corporate by Dudley G. Roe, its President, attested by and its seal affixed by John F. Stokes, its Cashier, this 28th. of September, 1937.

The Sudlersville Bank of Maryland.

By DUDLEY G. ROE  
President.

Corporate  
Seal's  
Place.

Attest:

JOHN F. STOKES  
Cashier.

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 1, folios 276, etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this Twenty-ninth day of September, in the year nineteen hundred and thirty seven.

WILLIAM H. CARTER Clerk

Seal's Place.

CERTIFIED COPY OF MORTGAGE Filed Sept. 29, 1937..

.....

#9835. QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on the twenty second day of February, in the year nineteen hundred and twenty three, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this 6th day of February in the year nineteen hundred and twenty three, by Gilbert Brown and Lillian K. Brown, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Gilbert Brown and Lillian K. Brown are jointly indebted and severally indebted unto the Sudlersville Bank of Maryland, a body corporate, in the full and just sum of six thousand dollars, as evidenced by their promissory note of even date herewith, for money loaned and advanced by the said body corporate, the Sudlersville Bank of Maryland, unto the said Gilbert Brown and Lillian K. Brown, and there was an express condition precedent to making said loan that it and the said promissory note for the sum of six thousand dollars payable to the order of the said Sudlersville Bank of Maryland, the body corporate, six months after date hereof, and each and every renewal thereof, whether in whole or in part, should the same be renewed from time to time with the consent and at the option of the said body corporate, the Sudlersville Bank of Maryland, and each and every renewal of the said promissory note were to be secured and the prompt payment thereof assured by the execution of these presents, and that there was not to be any renewal of said promissory note except at the option and with the express consent of the body corporate, the Sudlersville Bank of Maryland.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the aforesaid sum of six thousand dollars, the said Gilbert Brown and Lillian K. Brown, his wife, do hereby grant and convey unto the body corporate, the Sudlersville Bank of Maryland, its successors and assigns, the following real estate, to wit:

First: All of that tract of land or farm known as "Naseby Enlarged" or by whatsoever other name or names the same may be called or known, being a part of the farm known as the "Woodruff Farm", situate, lying and being in the Seventh Election District of County and State aforesaid, on the South side of the public road leading from Millington to Church Hill, and described as follows, to wit: Beginning for the same in said public road in a line between this land and the tract known as "Reviving Springs", opposite a stone on the North side of said road, the said stone being a boundary for the said tract known as "Reviving Springs", and running thence with said public road South, fifty nine degrees thirty minutes West, twenty perches; thence South, forty nine degrees fifteen minutes West, one hundred and twenty eight and six tenths perches to a point in said road opposite the divisional line between this tract and the land of P. W. Trimble and Brother and opposite a stone in said line, formerly a corner for said land; thence South forty four degrees fifteen minutes East, one hundred sixty three perches and four tenths of a perch; thence North, forty five degrees forty five minutes East, sixty three perches; thence South, one degree West, fifty six perches; thence North, sixty eight degrees fifteen minutes East, twenty seven perches and six tenths of a perch to the line of "Reviving Springs" and opposite a stone, a corner therefor, standing in the line of the late Joseph M. Carson's land; thence with the line of "Reviving Springs" reversed North, one degree forty five minutes East one hundred and fifty four perches and nine tenths of a perch; thence North, forty five degrees forty five minutes West, one hundred perches to the said place of beginning, containing one hundred and forty nine acres, and twenty eight perches of land, more or less, and being the same land as that conveyed unto the said Gilbert Brown by The J. Waters Russell Realty Company, a body corporate, by deed dated the 21st. day of December, nineteen hundred and eighteen, and recorded among the land records for County and State aforesaid in Liber J. F. R. #1 folio 563 &c., to which deed the references therein contained reference is hereby made for a more complete description of the land hereby conveyed.

Second: All of that lot or parcel of land situate, lying and being on Broad Street, in the town of Crumpton, in the Seventh Election District of County and State aforesaid, with a frontage on said Broad Street of fifty feet and a depth back therefrom of one hundred and fifty feet, adjoining the lands of Amanda Stevens and the land of the said Gilbert Brown herein next described and being the same land as that conveyed unto Gilbert Brown and Lillian K. Brown, his wife, by Adelaide G. Sheppard by deed dated the 15th. day of September, 1920, and being recorded among the land records for Queen Anne's County aforesaid in Liber J. F. R. #5 folio 298 &c. to which deed reference is hereby made for a more complete description of the land hereby conveyed.

Third: All those lots, tract or tracts and parcels of land consisting of two building lots situate, lying and being on the West side of Broad Street and the corner of Fifth Street in the town of Crumpton aforesaid, each of said lots having a frontage of twenty nine feet and a depth of one hundred and twenty feet, said lots being designated on the map or plat of said town of Crumpton as Nos. 82 and 83 respectively, adjoining the Boulwin property and the land of the said Gilbert Brown next above described, and being the land conveyed to the said Gilbert Brown by Albert C. Sheppard and Mary U. Sheppard, his wife, by deed dated the 7th. day of September, A. D. 1921, and being recorded among the Land Records for County and State aforesaid in Liber J. F. R. #7 folio 387 to which said deed and the references therein contained reference is hereby made for a more complete description of the land hereby mortgaged.

Fourth: All of that lot, tract, parcel or part of a tract of land situate, lying and being in the Seventh Election District of County and State aforesaid and in the town of Crumpton, adjoining the lands of the heirs of Benjamin P. Hartley, formerly the land of Sallie E. Spry, the lands of Charles A. Bradley, formerly the lands of John Bradley, and beginning for the same at the lower corner of said lot that was formerly the John Bradley tract, said point of beginning being the southwest corner of that lot of land and running thence by and with the line of Broad Street, North thirty two degrees and fifteen minutes West, thirty seven feet and ten inches, more or less, to the said line of land that formerly was owned by Sallie E. Spry; thence along and with the last named property North fifty seven degrees forty five minutes East one hundred and seventy feet; thence South thirty two degrees fifteen minutes East thirty seven feet and ten inches, more or less, to the aforesaid land formerly held by John Bradley, now the Charles A. Bradley tract; thence along and with the line of the last named lot South fifty seven degrees forty five minutes West one hundred and seventy two feet to the place of beginning, said lot of land being fully described in a deed from David A. Clements and wife to this mortgagor, said deed intended to be recorded among the land records for County and State aforesaid immediately preceding these presents, and to which said deed and the references therein made reference is hereby made for a more complete description of the land intended hereby to be mortgaged.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging, or in any wise 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 Gilbert Brown and Lillian K. Brown, his wife, their heirs, executors, administrators or assigns shall well and truly pay to the said body corporate The Sudlersville Bank of Maryland its successors, executors, administrators or assigns the aforesaid sum of Six Thousand Dollars, in accordance with the tenor of the aforesaid promissory note and each and every renewal of the same, should the same be renewed from time to time 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 Gilbert Brown his heirs and assigns shall possess said property.

AND the said Gilbert Brown and Lillian K. Brown 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 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 body corporate, The Sudlersville Bank of Maryland its successors, 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 to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said body corporate, the Sudlersville Bank of Maryland, its successors or assigns, or JAMES T. EARLE its 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, 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 Gilbert Brown 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 body corporate, The Sudlersville Bank of Maryland its successors or assigns, or JAMES T. EARLE its 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 Gilbert Brown and Lillian K. Brown for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the said mortgagors.

Test: C. W. NICKERSON

GILBERT BROWN (SEAL)

LILLIAN K. BROWN (SEAL)

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

I hereby certify that on this 6 day of February, in the year nineteen hundred and twenty three before me, the subscriber, a Justice of the Peace of the State of Maryland in and for County of Queen Anne's personally appeared Gilbert Brown and Lillian K. Brown, his wife, and did each acknowledge the foregoing mortgage to be their respective act; and at the same time personally appeared before me John F. Stokes, the Cashier of the body corporate, the Sudlersville Bank of Maryland, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein stated, and that he is duly authorized and qualified to make this affidavit.

C. W. NICKERSON  
Justice of the Peace

Queen Anne's County, to wit: Be it remembered that on the Twenty-ninth day of September, in the year nineteen hundred and thirty-seven, the following Assignment was brought to be recorded, to wit:-

For value Received, The Sudlersville Bank of Maryland, a body corporate does hereby transfer and assign the within and foregoing mortgage unto William R. Horney for the purpose of collection by foreclosure or otherwise.

Witness the hand of the said body corporate by Dudley G. Roe, its President, attested by and its seal affixed by John F. Stokes its Cashier this 28th. day of September 1937.

The Sudlersville Bank of Maryland.

BY DUDLEY G. ROE  
President.

Attest: JOHN F. STOKES  
Cashier.

Corporate  
Seal's  
Place.

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

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 10, folios 284, etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this twenty-ninth day of September, in the year nineteen hundred and thirty seven.

Seal's  
Place.

WILLIAM H. CARTER Clerk

Queen Anne's County, to wit: Be it remembered that on the 21st day of October in the year 1937, the following Bond was filed for record, to wit:

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

Know All Men by these presents that we William R. Horney of Queen Annes County, Maryland, and the United States 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 Six Thousand Dollars (\$6000.00) current 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 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 21st day of October 1937; Whereas, a certain mortgage from Gilbert Brown and Lillian K. Brown, his wife to The Sudlersville Bank of Maryland, a body corporate, bearing date the 6th day of February 1923 and recorded in Liber J. F. R. No. 10, folios 284 etc., a land record book for Queen Anne's County aforesaid, was by the said body corporate, The Sudlersville Bank of Maryland, duly assigned unto the said William R. Horney, by assignment bearing date the 28th day of September, 1937 and recorded among said land records at the foot of said mortgage;

And whereas, another certain mortgage from the said Gilbert Brown and Lillian K. Brown, his wife, to George I. Harrison, bearing date the 4th day of February 1924, and recorded in Liber B. H. T. No. 1, folios 276 etc. another land record book for Queen Anne's County aforesaid, has been by mesne assignments, duly assigned unto the said William R. Horney, each of which said assignments are recorded among said land records at the foot of said mortgage;

And whereas, the above bounden William R. Horney as the assignee as aforesaid of the 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 William R. Horney 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:

HILDA T. SEWARD

Attest: HILDA T. SEWARD

WM. R. HORNEY (SEAL)

United States Fidelity and Guaranty Company

By Wm. R. Horney Its Attorney in fact. Corp. Seal's Place.

On the back of the foregoing Bond was thus endorsed, to wit: Security approved and bond filed October 21st, 1937.

William H. Carter, Clerk

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. 1, folio 65 &c., a Bond 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 21st day of October A. D. 1937.

Seal's Place.

Wm. H. Carter, Clerk

REPORT OF SALE Filed Oct. 26, 1937.

WILLIAM R. HORNEY, Assignee of Mortgages,

vs.

GILBERT BROWN and LILLIAN K. BROWN, his wife, Mortgagors.

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

Cause No. 3145.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgages hereinafter described, to your Honors, respectfully shows:

1. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debts secured by said mortgages and the interest thereon covenanted to be paid by the terms of said mortgages at the times therein provided for the payment thereof, the said mortgages being described as follows, to wit;

(a) The mortgage from Gilbert Brown and Lillian K. Brown, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 6th day of February, 1923, and recorded in Liber J. F. R. No. 10, folios, 284, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned to the said William R. Horney by said body corporate, the Sudlersville Bank of Maryland, by assignment bearing date the 28th day of September, 1937, and recorded among said land records at the foot of said mortgage; and

(b) The mortgage from the said Gilbert Brown and Lillian K. Brown, his wife, to George I. Harrison, bearing date the 14th day of February, 1924, and recorded in Liber B. H. T. No. 1, folios 276, etc., another land record book for Queen Anne's County aforesaid, which said mortgage was, by mesne assignments, duly assigned unto the said William R. Horney, said assignments being recorded among said land records at the foot of said mortgage.

A copy of each of said mortgages and of the several assignments thereof, duly certified, are filed among the proceedings in this cause.

2. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after giving notice of the time, place and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County aforesaid for more than twenty days before the day of sale, said Assignee did, pursuant to said notice, attend in front of the banking house of The Sudlersville Bank of Maryland, in the town of Sudlersville, Queen Anne's County, Maryland, on Monday, the 25th day of October, 1937, beginning at the hour of 1:30 o'clock, P. M., and then and there, by virtue and in execution of the powers of sale contained in said mortgages to be exercised in case of default in the terms thereof, proceed to sell the mortgaged property in manner following, that is to say:

(a) Said Assignee first offered at public sale to the highest bidder the property described in said advertisement of sale as Parcel No. 1, being the real estate first described in both the first and second mortgages above mentioned, that is to say:

ALL that tract of land or farm, known as "Naseby Enlarged", or by whatsoever other name or names the same may be called or known, being a part of the farm known as the "Woodruff Farm", situate, lying and being in the Seventh Election District of County and State aforesaid, on the South side of the public road leading from Millington to Church Hill, containing 149 acres and 28 perches of land, more or less.

And said Assignee sold the above described property, that is to say, said Parcel No. 1, to the said body corporate, The Sudlersville Bank of Maryland, at and for the sum of Twenty Five Hundred Dollars (\$2,500.00), it being at that sum the highest bidder therefor.

(b) Said Assignee, having announced that the other four parcels of real estate would first be offered separately and then as a whole, then offered at public sale to highest bidder the property described in said advertisement of sale as Parcel No. 2, being the real estate secondly described in both the first and second mortgages above mentioned, that is to say:

ALL that lot or parcel of land situate, lying and being on Broad Street, in the town of Crumpton, in the Seventh Election District of Queen Anne's County aforesaid, with a frontage on said Broad Street of 50 feet and a depth back therefrom of 150 feet, adjoining the lands of (or formerly of) Amanda Stevens and Parcel No. 3 hereinafter described.

And said Assignee, having received a bid for the property last above described, that is to say, said Parcel No. 2, of Fifteen Hundred Dollars (\$1,500.00), from said body corporate, The Sudlersville Bank of Maryland, reserved the acceptance thereof pending the offering of said Parcel No. 2 with the other three parcels as a whole.

(c) Said Assignee then offered at public sale to the highest bidder the property described in said advertisement of sale as Parcel No. 3, being the real estate thirdly described in both the first and second mortgages above mentioned, that is to say:

ALL those lots or parcels of land consisting of two buildings lots situate, lying and being on the west side of Broad Street and the corner of Fifth Street, in the town of Crumpton aforesaid, each of said lots having a frontage of 29 feet and a depth of 120 feet, said lots being designated on the map or plat of said town of Crumpton as Nos. 82 and 83.



And said Assignee, having received a bid for the property last above described, that is to say, said Parcel No. 3, of Fifty Dollars (\$50.00), from said body corporate, The Sudlersville Bank of Maryland, reserved the acceptance thereof pending the offering of said Parcel No. 3 with the other three parcels as a whole.

(d) Said Assignee then offered at public sale to the highest bidder the property described in said advertisement of sale as Parcel No. 4, being a part of the real estate fifthly described in the second mortgage above mentioned, that is to say:

ALL those certain seven lot or parcels of land situate, lying and being in the town of Crumpton, in Queen Anne's County aforesaid; two lots being situate on Fifth Street and designated on the map of Crumpton as Nos. 119 and 121, each lot having a frontage of 29 feet on Fifth Street and a depth of 150 feet; five lots being situate on Caroline Street and designated on said map of Crumpton as Lots Nos. 92, 93, 94, 95 and 96, each with a frontage of 29 feet and a depth of 120 feet.

And said Assignee, having received a bid for the property last above described, that is to say, said Parcel No. 4, of Fifty Dollars (\$50.00), from said body corporate, The Sudlersville Bank of Maryland, reserved the acceptance thereof pending the offering of said Parcel No. 4 with the other three parcels as a whole.

(e) Said Assignee then offered at public sale to the highest bidder the property described in said advertisement of sale as Parcel No. 5, being a part of the real estate fifthly described in the second mortgage above mentioned, that is to say:

ALL that lot or parcel of land situate, lying and being in the southwestern part of the town of Crumpton, in Queen Anne's County aforesaid, adjoining the lands of (or formerly of) Paul Harris, Henry Robinson, Mary E. Tarbutton and others, containing 5 acres of land, more or less.

And said Assignee, having received a bid for the property last above described, that is to say, said Parcel No. 5, of One Hundred and Fifty Dollars (\$150.00), from said body corporate, The Sudlersville Bank of Maryland, reserved the acceptance thereof pending the offering of said Parcel No. 5 with the other three parcels as a whole.

(f) Said Assignee then offered at public sale to the highest bidder the said properties described in said advertisement of sale as Parcels Nos. 2, 3, 4 and 5 as a whole, and, receiving no bid therefor, accepted the separate bids of said body corporate, The Sudlersville Bank of Maryland, for each of said parcels, which said separate bids aggregated the sum of Seventeen Hundred and Fifty Dollars for said Parcels Nos. 2, 3, 4 and 5.

3. That the real estate fourthly described in both the first and second mortgages above mentioned was granted and conveyed unto E. A. Poe Hartley by the said Gilbert Brown and Lillian K. Brown, his wife, and the said body corporate, The Sudlersville Bank of Maryland, (the mortgagee and assignee of mortgage, respectively, of said first and second mortgage), by deed bearing date the 23rd day of November, 1926, and recorded in Liber B. H. T. No. 6, folios 245, etc., a land record book for Queen Anne's County aforesaid.

4. That the terms of sale, (in addition to those advertised as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), which were announced by said Assignee prior to offering said properties for sale, were as follows, to wit:

(a) That possession would be given upon the final ratification of the sales by the Court;

(b) That all taxes of whatsoever kind and nature for the current year 1937, and prior thereto, would be payable by the assignee.

(c) That the premiums on the fire insurance policies on the buildings on such of said properties that had buildings on them would be adjusted as of the day of sale; and

(d) That the cost of all title papers and other expenses incident to the transfer of the mortgaged properties to the purchaser or purchasers, including revenue and recordation stamps and notary and recording fees, costs and charges, would be payable by the purchaser or purchasers.

5. That the said purchaser, being the equitable owner of the proceeds of said sale, has agreed to pay all costs and expenses incident to said sale and all taxes for the current year 1937, and prior thereto, if any, upon demand by the said Assignee.

Respectfully submitted,

WM. R. HORNEY  
Assignee of Mortgages.

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

I HEREBY CERTIFY that on this 26th day of October, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of the mortgages mentioned and described in the foregoing Report of Sale, and made oath, in due form of law, that the matters and things stated in the said foregoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sales therein reported were fairly made.

WILLIAM H. CARTER  
 Clerk.

Filed October 26th, 1937.

CERTIFICATE OF PUBLICATION  
 OF ADVERTISEMENT OF SALE  
 Filed Oct. 26, 1937.

ASSIGNEE'S SALE  
 OF A VALUABLE TRACT OF  
 LAND OR FARM  
 AND LOTS OR PARCELS OF LAND

Default having occurred in the terms of the two following described mortgages, to wit: the mortgage from Gilbert Brown and Lillian K. Brown, his wife, to The Sudlersville Bank of Maryland, a body corporated, dated February 6th, 1923, and recorded in Liber J. F. R. No. 10, folios 284, etc., a land record book for Queen Anne's County, Maryland, and assigned by the said body corporate to William R. Horney, and the mortgage from the said Gilbert Brown and Lillian K. Brown, his wife, to George I. Harrison, dated February 4th, 1924, and recorded among said land records in Liber B. H. T. No. 1, folios 276, etc., and assigned, by mesne assignments, to the said William R. Horney, the undersigned, assignee of the two aforesaid mortgages, by virtue of the powers of sale contained in said mortgages, will sell at public sale to the highest bidder, in front of the banking house of said Sudlersville Bank, in the town of Sudlersville, Queen Anne's County, Maryland, on MONDAY, OCTOBER 25, 1937 beginning at the hour of 1:30 o'clock, P. M., the real estate conveyed by said mortgages, consisting of:

PARCEL NO. 1. All that tract of land or farm, known as "Naseby Enlarged" or by whatsoever other name or names the same may be called or known, being a part of the farm known as the "Woodruff Farm", situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the south side of the public road leading from Millington to Church Hill, containing 149 acres and 28 perches of land, more or less; being the real estate first described in both the first and second mortgages above mentioned. The improvements consist of a dwelling, barn and other necessary outbuildings.

PARCEL NO. 2. All that lot or parcel of land situate, lying and being on Broad Street, in the town of Crumpton, in the Seventh Election District of Queen Anne's County aforesaid, with a frontage on said Broad Street of 50 feet and a depth back therefrom of 150 feet, adjoining the lands of (or formerly of) Amanda Stevens and Parcel No. 3 hereinafter described; being the real estate secondly described in both the first and second mortgages above mentioned. The improvements consist of a dwelling.

PARCEL NO. 3. All those lots or parcels of land consisting of two building lots situate, lying and being on the west side of Broad Street and the corner of Fifth Street, in the town of Crumpton aforesaid, each of said lots having a frontage of 29 feet and a depth of 120 feet, said lots being designated on the map or plat of said town of Crumpton as Nos. 82 and 83; being the real estate thirdly described in both the first and second mortgages above mentioned.

PARCEL NO. 4. All those certain seven lots or parcels of land situate, lying and being in the town of Crumpton, in Queen Anne's County aforesaid; two lots being situate on Fifth Street and designated on the map of Crumpton as Nos. 119 and 121, each lot having a frontage of 28 feet on Fifth Street and a depth of 150 feet; five lots being situate on Caroline Street and designated on said map of Crumpton as Lots Nos. 92, 93, 94, 95 and 96, each with a frontage of 29 feet and a depth of 120 feet; being a part of the real estate fifthly described in the second mortgage above mentioned.

PARCEL NO. 5. All that lot or parcel of land situate, lying and being in the south western part of the town of Crumpton, in Queen Anne's County aforesaid, adjoining the lands of (or formerly of) Paul Harris, Henry Robinson, Mary E. Tarbutton and others, containing 5 acres of land, more or less; being a part of the real estate fifthly described in the second mortgage above mentioned.

TERMS OF SALE. One-third of the purchase price will be required on the day of sale, and the balance will be required in two equal installments, payable, respectively, in six and twelve months from the day of sale, or all cash, at the option of the purchaser or purchasers, all credit payments, if any, to bear interest from the day of sale, and to be secured to the satisfaction of the undersigned. Further particulars will be made known on the day of sale.

WILLIAM R. HORNEY,  
 Assignee of Mortgages.  
 Louis Plugge, Auctioneer.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. October 26th, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assignee vs. Gilbert Brown and Lillian K. Brown, his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 30th day of September, 1937, being more than twenty days before the 25th day of October, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Oct. 26th, 1937.

N I S I

William R. Horney,  
 Assignee of Mortgages

vs.

Gilbert Brown and  
 Lillian K. Brown, his wife,  
 Mortgagors.

) IN THE CIRCUIT COURT  
 ) FOR QUEEN ANNE'S COUNTY  
 ) IN EQUITY.  
 )  
 ) CHANCERY No. 3145.  
 )

ORDERED, This 26th. day of October A. D., 1937, that the sale of the Real Estate made and reported in this cause by William R. Horney, Assignee of Mortgages, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th. 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 27th. day of November next.

The Report states the amount of sales to be \$4250.00,

WILLIAM H. CARTER Clerk.

Filed Oct. 26th, 1937.

STATEMENT OF MORTGAGE DEBT.  
 Filed December 3, 1937.

WILLIAM R. HORNEY,  
 Assignee of Mortgages,

vs.

GILBERT BROWN and  
 LILLIAN K. BROWN, his wife,  
 Mortgagors.

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

o Cause No. 3145.  
 o

STATEMENT OF MORTGAGE DEBTS.

Statement of the principal mortgage debts and interest owing as of the day of sale under the two following described mortgages, that is to say:

1. Under the first mortgage from Gilbert Brown and Lillian K. Brown, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 6th day of February, 1923, and recorded in Liber J. F. R. No. 10, folios 284, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned to the said William R. Horney by said body corporate, The Sudlersville Bank of Maryland, by assignment bearing date the 25th day

of September, 1937, and recorded among said land records at the foot of said mortgage, to wit:

Amount of the principal mortgage secured by the said first mortgage attached hereto as appears from the first mortgage note also attached hereto,-----\$ 4,600.00

Amount of interest due thereon from December 6th, 1930, (the due date of the first mortgage note), to October 25th, 1937, (the date of the sale of the mortgaged property),-----\$ 1,900.57

Less payments on account thereof as follows:

December 28th, 1932,-----	\$ 100.00		
September 13th, 1933,-----	100.00		
October 23rd, 1933,-----	100.00		
January 5th, 1934,-----	100.00		
January 18th, 1934,-----	30.00		
March 7th, 1934,-----	100.00		
May 10th, 1934,-----	75.00		
September 24th, 1934,-----	100.00		
September 28th, 1934,-----	50.00		
October 4th, 1934,-----	50.00		
November 20th, 1934,-----	70.00		
December 31st, 1934,-----	100.00		
August 4th, 1937,-----	165.00	1,140.00	760.57
			<u>\$ 5,360.57</u>

Less proportionate part of fire insurance premiums payable by the purchaser in accordance with the terms of sale, which said premiums had been paid by the mortgagors to the dates of expiration as follows:

On policy on farm buildings expiring January 1st, 1938,-----	\$	1.75	
On one policy on dwelling in Crumpton expiring January 1st, 1938,-----		1.05	
On another policy on said dwelling expiring October 2nd, 1938,-----		7.25	10.05
			<u>\$5,350.52</u>

2. Under the second mortgage from Gilbert Brown and Lillian K. Brown, his wife, to George I. Harrison, bearing date the 4th day of February, 1924, and recorded in Liber B. H. T. No. 1, folios 276, etc., another land record book for Queen Anne's County aforesaid, which said mortgage was, by mesne assignments, duly assigned unto the said William R. Horney, said assignments being recorded among said land records at the foot of said mortgage, to wit:

Amount of principal mortgage debt secured by the said second mortgage attached hereto as appears from the second mortgage note evidencing the same also attached hereto,-----\$ 350.00

Amount of interest due thereon from September 24th, 1937, (the due date of the note), to October 25th, 1937, (the said date of sale),----- 1.81 351.81

Total amount of principal mortgage debt and interest secured by both mortgages as of the 25th day of October, 1937, (the said day of sale),----- \$5,702.33

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

I HEREBY CERTIFY that on this 3rd day of December, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgages, and made oath, in due form of law, that the foregoing STATEMENT OF MORTGAGE DEBTS is true, to the best of his knowledge and belief.

WM. H. CARTER  
 Clerk.

Filed Dec. 3rd, 1937.

CERTIFICATE OF PUBLICATION OF  
 ORDER NISI  
 Filed Dec. 29th, 1937.

N I S I  
 WILLIAM R. HORNEY, Assignee  
 of Mortgages  
 vs.  
 GILBERT BROWN and  
 LILLIAN K. BROWN, his wife,  
 Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3145.

ORDERED, This 26th day of October A. D., 1937, that the sale of Real Estate made and reported in this cause by William R. Horney, Assignee of Mortgages, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th 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 27th day of November next.

The Report states the amount of sales to be \$4250.00.

WILLIAM H. CARTER, Clerk.

True Copy-  
Test:

WILLIAM H. CARTER, Clerk.

Filed October 26th, 1937.

QUEEN ANNE'S RECORD-OBSERVER

Gentreville, Md. December 29, 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney, Assn, of Mortgage vs. Gilbert Brown and Lillian K. Brown, his wife a true copy of which is hereby annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 28th day of October, 1937, being more than four weeks before the 27th day of November, 1937.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Dec. 29th, 1937.

ORDER OF COURT  
Filed January 14th, 1938.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

GILBERT BROWN and  
LILLIAN K. BROWN, his wife,  
Mortgagors.

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

Cause No. 3145.

FINAL ORDER OF RATIFICATION

ORDERED, this 13th day of January, in the year nineteen hundred and thirty eight, 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 made by William R. Horney, Assignee of Mortgages, and reported in this cause, 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 required by the preceding order nisi heretofore passed in this cause; and the said William R. Horney, Assignee as aforesaid, is allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOMAS J. KEATING

Filed January 14th, 1938.

REPORT AND ACCOUNT OF THE  
AUDITOR.  
Filed Jan. 19, 1938.

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

William R. Horney,  
Assignee of Mortgages,

vs.

Gilbert Brown and  
Lillian K. Brown, his wife,  
Mortgagors.

Cause No. 3145.

To the Honorable, the Judges of said Court:

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

From an examination of these proceedings I find as follows:

1. Gilbert Brown and Lillian K. Brown, his wife, made the mortgage dated February 6, 1923 described in this cause and they jointly and severally covenanted to pay the debt secured thereby.  
This mortgage is hereinafter called "The First Mortgage".
2. They also made the mortgage dated February 4, 1924, described in this cause by which Gilbert Brown alone made the covenant to pay the debt thereby secured.  
This mortgage is hereinafter called "The Second Mortgage".
3. Both mortgages were assigned unto William R. Horney, who instituted and conducted the proceedings of this cause for collection of the several mortgage debts and who sold the mortgaged land at the sales described in his report of sale.
4. The first mortgage covered Parcels No. 1, 2 and 3 of the advertisement of sale, and on the day of sale constituted a lien on said parcels having priority over the lien of the second mortgage, which also covered and constituted a lien on the same parcels but as a second lien.
5. The auditor has been informed by Mr. Horney that by the sales of the mortgaged land as made it was not intended that the first mortgage should lose its first lien on the parcels mentioned, and that it was not intended thereby that the second mortgage should be placed on an equal footing with the first mortgage.
6. The net proceeds of sales of the parcels mentioned are not sufficient to pay the debt due under the first mortgage on the day of sale so that there is nothing payable out of the sales mentioned to the second mortgage.
7. The second mortgage conveyed Parcels 4 and 5 of the advertisement of sale and constituted on the day of sale a first lien thereon, for these parcels were not covered by the first mortgage.
8. The net proceeds of the sales of Parcels 4 and 5 mentioned are not sufficient to pay the mortgage debt due on the day of sale by the second mortgage.
9. The amount of the sale of all the parcels mentioned are set forth in the Report of Sales filed, but there is no way to ascertain the separate costs of sale of the several parcels except by apportionment of these costs between the amount of the sales of the parcels covered by the first mortgage as a first lien and the amounts of the sales of the parcels covered by the second mortgage as a first lien.
10. In the within account the auditor has charged the vendor, William R. Horney, with amounts of the gross sales of Parcels No. 1, 2, 3, 4 and 5 mentioned, and then thereout allowed unto him the commissions provided by the mortgages as compensation to the vendor for making the sales, and those costs and taxes set forth in the annexed account.  
The balance of the amounts so charged less these allowances constitute the net mortgage sales of all parcels and is the sum of \$3,823.62.
11. The Auditor has apportioned the commissions and other allowances mentioned between the amounts of the gross sales of the parcels on which the first mortgage is the first lien and the amounts of the gross sales of the parcels on which the second mortgage is a first lien, and ascertains the net sales applicable to the first mortgage is \$3,643.69  
and ascertains the net sales applicable to the second mortgage is \$179.93  
and distribution is by the within audit made accordingly.

Which is respectfully submitted.

MADISON BROWN  
Auditor.

Cause No. 3145.

The proceeds of the sales of the mortgaged real estate of Gilbert Brown and Lillian K. Brown, his wife, the parties making each mortgage mentioned in the proceedings of this cause, in account with William R. Horney, assignee of each mortgage and vendor under each of them at the sales mentioned in this cause.

1937  
Oct.  
25

CR.

By amount of gross proceeds of the sale of		
Parcel No. 1 of advertisement of sale	\$2,500.00	
of Parcel No. 2 of advertisement of sale	1,500.00	
of Parcel No. 3 of advertisement of sale	50.00	
per Report of Sales filed . . . . .	\$4,050.00	\$4,050.00

By amount of gross proceeds of the sale		
of Parcel No. 4 of advertisement of sale	50.00	
of Parcel No. 5 of advertisement of sale	<u>150.00</u>	
per Report of Sales filed . . . . .	\$200.00	200.00
Total amount of all sales . . . . .		<u>\$4,250.00</u>

Cause No. 3145.

DR.

1937  
Oct.  
15

To William R. Horney, vendor as aforesaid, for his commissions for making the sales charges, per terms of the mortgages, to wit: . . . . .	\$215.00	
To do., for the court costs of this cause per bill of costs made by the Clerk, as follows: Appear. fee of Wm. R. Horney . . . . .	\$10.00	
Costs of Wm. H. Carter, clerk, . . . . .	<u>22.75</u>	32.75
To do., for the costs of his bond containing corporate surety filed herein, to wit: . . . . .		24.00
To do., for charges of Louis Plugge for crying sales made per his receipt filed, exhibited, . . . . .		5.00
To do., for costs of advertising the notices of the sale made and order nisi on sale in county paper, per account of Queen Anne's Record and Observer Publishing Company exhibited, the sum of . . . . .		71.39
To do., for the costs of advertising order nisi to be passed as to this audit, the sum of . . . . .		3.50
To do., for amount of state and county taxes for year 1937 on real estate sold paid to J. W. Keith, collector of taxes, per tax account with receipt thereon exhibited, the sum of . . . . .		.61.24
To Madison Brown, auditor, for stating this account, the sum of . . . . .	<u>13.50</u>	
		\$426.38
To balance constituting net sales of all mortgages parcels of land sold, . . . . .	<u>3,823.62</u>	
		\$4,250.00
By amount of sales brought forward . . . . .	<u>4,250.00</u>	

January 19, 1938.

MADISON BROWN  
Auditor.

Cause No. 3145.

The proceeds of the sales of the mortgaged real estate of Gilbert Brown and Lillian K. Brown, his wife, the parties making each mortgage mentioned in the proceedings of this cause, in account with William R. Horney, assignee of each mortgage and vendor under each of them at the sales mentioned in this cause.

CR.

By amount brought over . . . . .	\$3,823.62
----------------------------------	------------

DR.

To William R. Horney, as assignee of the first mortgage, in part payment of the mortgage debt due thereunder, the sum of	\$3,643.69	
To William R. Horney, as assignee of the second mortgage, in part payment of the mortgage debt due thereunder, the sum of . . . . .	<u>179.93</u>	
		\$3,823.62
		<u>\$3,823.62</u>

January 19, 1938.

MADISON BROWN  
Auditor.

Cause No. 3145.

Statement of Indebtedness Under First  
Mortgage.

Gilbert Brown and Lillian K. Brown, his wife,  
to  
William R. Horney, assignee, DR.

1937  
Oct.  
25

To amount due under the mortgage from them to  
Sudlersville Bank of Maryland dated February  
6, 1923, assigned unto William R. Horney, des-  
cribed in Statement of Debt filed by him on date  
of sale, per said Statement of Debt, . . . . . \$5,350.52

CR.

By net proceeds of sales distributed thereto above. . . . . 3,643.69

DR.

To balance, bearing interest from October 25, 1937. . . . . \$1,706.83

January 19, 1938.

MADISON BROWN  
Auditor.

Cause No. 3145.

Statement of Indebtedness Under  
Second Mortgage

Gilbert Brown  
to  
William R. Horney, assignee, DR.

1937  
Oct.  
25

To amount due under mortgage from Gilbert Brown  
to George I. Harrison, dated February 4, 1924,  
assigned unto William R. Horney, described in  
Statement of Mortgage Debt filed in this cause, . . . . . \$ 351.81

CR.

By net proceeds of sales distributed thereto  
above, . . . . . 179.93

DR.

To balance due thereunder bearing interest from  
October 25, 1937 . . . . . \$ 171.88

January 19, 1938.

MADISON BROWN  
Auditor.

Filed Jan. 19th, 1938.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee of Mortgages,	)	IN THE CIRCUIT COURT
	)	
VS.	)	FOR QUEEN ANNE'S COUNTY
	)	
	)	IN EQUITY
Gilbert Brown and Lillian K. Brown, his wife, Mortgagors,	)	Case No. 3145.

ORDERED, This 19th., day of January in the year nineteen hun-  
dred and 38 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 11th., day of February, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 4th., day of February, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

Filed January 19th, 1938.

CERTIFICATE OF PUBLICATION  
OF NISI RATIFICATION OF AUDIT  
Filed Feb. 4, 1938.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY,  
Assignee of Mortgages,  
vs.  
GILBERT BROWN AND LILLIAN  
K. BROWN, his wife, Mortgagors,

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3145.

ORDERED, This 19th day of January in the year of nineteen hundred and thirty-eight 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 11th day of February, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 4th day of February, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

True Copy-  
Test:

WILLIAM H. CARTER, Clerk.

Filed January 19th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. February 14, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assn. vs. Gilbert Brown, and Lillian K. Brown, his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 20th day of January 1938, being more than two weeks before the 4th day of February 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING  
CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed March 17, 1938.

WILLIAM R. HORNEY,  
Assignee of Mortgages,

vs.

GILBERT BROWN and  
LILLIAN K. BROWN, his wife,  
Mortgagors.

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

Cause No. 3145.

ORDERED, this 17th day of March, 1938, 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 as directed by the previous ORDER of Ratification Nisi passed thereon in this cause; and the Assignee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

THOS. J. KEATING

Filed March 17th, 1938.



Cause No. 3152.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Thirteenth day of December, in the year Nineteen Hundred and Thirty Seven, the following Petition was filed for record, to wit:

IN THE MATTER OF THE TRUST ESTATE

OF

GEORGE L. MULLIKIN AND GRACE  
E. MULLIKIN, HIS WIFE.

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

Cause No. 3152.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William R. Horney, trustee under the deed of trust from George E. Mullikin and Grace E. Mullikin, his wife, for the benefit of their creditors, to your Honors respectfully shows:

1. That the said George L. Mullikin and Grace E. Mullikin, his wife, of Queen Anne's County, State of Maryland, on the 11th day of December, 1937, executed to your petitioner a deed of trust granting, conveying, bargaining, selling, assigning, releasing and setting over to your petitioner all of the estate and property of every kind and description, real, personal and mixed, of which they, or either of them, were seized and possessed or in any way entitled to, and in which they, or either of them, then had any interest, in trust upon certain terms and conditions and for certain uses and purposes in the said deed of trust particularly named, mentioned and declared, all of which will fully appear by reference to the agreement by and between themselves and their creditors and by reference to the said deed of trust, a certified copy of each of which said instruments are filed herewith as a part hereof.

2. That your petitioner has filed with the Clerk of this Court in this cause an approved bond in the penalty of Twelve Thousand Dollars (\$12,000.00), for the faithful performance of the trust reposed in him as trustee under the aforesaid deed of trust, and is desirous that this Court shall assume jurisdiction of the said trust estate and direct him in the execution of the trust so as aforesaid reposed in him.

3. That your petitioner, as trustee as aforesaid, is required by the terms of said deed of trust, after converting the assets of his said trust estate into money and after paying the lawful expenses of the trust, including commissions to himself for his services as set forth in said deed of trust, and after paying to the said George L. Mullikin and Grace E. Mullikin, his wife, the exemption of One Hundred Dollars (\$100.00) allowed by law to each of them, to apply the net proceeds to the debts due and owing by them in accordance with and in the order of their legal preference and priority.

4. That the said George L. Mullikin and Grace E. Mullikin, his wife, are largely indebted unto sundry persons, firms and corporations upon various obligations and claims and in various amounts as set forth in the schedule attached to and made a part of said agreement, but in order that he may properly and faithfully perform the trust reposed in him, such creditors as executed said agreement as well as those, if any, who did not join therein should be required to file their respective claims, with the proper vouchers attached thereto, in this trust estate.

Your petitioner, therefore, prays:

1. That this Honorable Court may assume jurisdiction of the said trust estate mentioned in this petition and direct him in the execution of the trust reposed in him 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 George L. Mullikin and Grace E. Mullikin, his wife, or either of them, 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.

3. And for such other and further relief as his case may require.

And as in duty bound, etc.,

WM. R. HORNEY  
Trustee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY,

) TO WIT:

I HEREBY CERTIFY that on this 13th day of December, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, trustee, and made oath, in due form of law, that the matters and facts set forth in the foregoing PETITION are true as therein stated, to the best of his knowledge and belief.

WILLIAM H. CARTER  
Clerk.

Filed December 13th, 1937.

CERTIFIED COPY OF TRUSTEE'S BOND  
Filed December 13, 1937.

Queen Annes County, to wit: Be it remembered that on the thirteenth day of December, in the year Nineteen Hundred and thirty-Seven the following Bond was filed for record, to wit:

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

Know All Men by These Presents, that we, William R. Horney of Queen Anne's County, State of Maryland, as principal, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become Sole surety on bonds, as surety are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand Dollars (\$12000.00) 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 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 13th day of December 1937.

Whereas, George L. Mullikin and Grace E. Mullikin, his wife, of Queen Anne's County, State of Maryland, by their deed of trust bearing date the 11th day of December, 1937; duly executed and acknowledged agreeably to law to law and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid, granted, conveyed, bargained, sold, assigned, released and set over unto the said William R. Horney, certain property and estate therein referred to and described in trust upon certain terms and conditions and for certain uses and 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 William R. Horney do and shall well and faithfully perform the trust reposed in him by said deed of trust, or that may be reposed in him by any order or decree of the Circuit Court for Queen Annes 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.

WM. R. HORNEY

(SEAL)

Signed, sealed and delivered  
in the presence of

United States Fidelity and  
Guaranty Company

Corporate  
Seal's  
Place.

HILDA T. SEWARD

Wm. R. Horney  
Its Attorney in fact.

Attest: HILDA T. SEWARD

On the back of the foregoing Bond was thus endorsed, to wit:

Security approved and Bond filed Dec. 13th, 1937.

William H. Carter, Clerk

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. 1, folio 72 &c. a Bond 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 13th day of December A. D. 1937.

Seal's  
Place.

WILLIAM H. CARTER, Clerk.

CERTIFIED COPY OF AGREEMENT  
WITH CREDITORS.  
Filed Dec. 13, 1937.

THIS AGREEMENT, made this 11th. day of December, 1937, by and between George L. Mullikin and Grace E. Mullikin, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and the several corporations, partnerships and individuals who have affixed their signatures to this agreement, parties of the second part, all of whom are creditors of the said George L. Mullikin and/or Grace E. Mullikin;

WHEREAS, the said George L. Mullikin and/or Grace E. Mullikin and indebted unto each of the said parties hereto of the second part, in the respective sums set opposite the signatures of each of the said parties of the second part;

AND WHEREAS, the said George L. Mullikin and/or Grace E. Mullikin are unable to pay the said indebtedness to each of the said parties of the second part, but in order to secure each of the parties of the second part, in the payment of the respective indebtedness due each of said parties of the second part, to the fullest extent of their ability, reserving, however, unto themselves, only the exemptions to which they are entitled by law, have agreed and do hereby agree with each of

the parties hereto of the second part, that they will convey and assign unto the trustee, hereinafter mentioned, all of their property of whatsoever kind and nature, real, personal and mixed in which they or either of them now have any interest, except that which is hereinbefore reserved, and in consideration thereof the said parties of the second part have each agreed, and do hereby agree, to and with the said George L. Mullikin and/or Grace E. Mullikin, that they will rely upon the said conveyance to the trustee, hereinafter mentioned, of the property hereinbefore mentioned, for the payment and satisfaction of their several indebtedness;

WHEREAS, in accordance with said agreement above mentioned, the said George L. Mullikin and Grace E. Mullikin, his wife, agree, simultaneously with the execution of this agreement, to execute to William R. Horney, of Queen Anne's County aforesaid, a deed of trust of all of their said property, except that part thereof hereinbefore reserved by them as their legal exemptions, in trust to hold and manage the said property, with full power and authority to sell and dispose of all of said property whenever in the judgement of said trustee, or his successor or successors, a sale is deemed advisable and advantageous, and out of the income therefrom and out of the net proceeds of the sale or sales thereof after the payment of the preferred indebtedness upon such of said property as may be mortgaged and the expenses and costs of the administration of the trust, to pay and satisfy the said indebtedness to each of the unsecured parties hereto of the second part, but, in the event the said income from said property and also the proceeds from the sale or sales of said property shall be insufficient to pay and satisfy the said indebtedness of the parties hereto of the second part, in full, then the payments by the said trustee to the parties hereto of the second part shall be upon a pro rata basis to all of the parties hereto of the second part, without priority of any of the parties hereto of the second part over the others, except to such of them as may hold mortgages or other preferred evidences of indebtedness, in which case such of them as may hold mortgages or other evidences of indebtedness must first look to the mortgaged property for the payment of their indebtedness and shall not be entitled to share with the unsecured creditors until the proceeds from the sale or sales of such mortgaged property has been fully applied toward the payment of their indebtedness; and in the event that either any portion of the property to be conveyed by the aforesaid deed of trust shall remain undisposed of by said trustee or that there should be left over in the hands of said trustee any portion of the proceeds of the sale or sales of said property to be conveyed to said trustee, or any other money coming into the hands of said trustee, in execution of the trusts to be created by said deed of trust, after the payment in full of all of the indebtedness (secured and unsecured) of said George L. Mullikin and/or Grace E. Mullikin, the said trustee is to reconvey said remaining property, or to pay over the said money so remaining in his hands to the said George L. Mullikin and/or Grace E. Mullikin as their respective interest may appear, or to his and/or her heirs or devisees as their respective interest may appear;

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that the said George L. Mullikin and Grace E. Mullikin, his wife, in consideration of the parties hereto of the second part looking to the conveyance of the said property above mentioned for the satisfaction and payment of their respective indebtedness, hereby agree, simultaneously with the execution of this agreement, to convey and assign to the said William R. Horney, as trustee, by a properly executed deed of trust, for the uses and purposes above specified and set forth, all of their said property of whatsoever kind and nature, real, personal and mixed and in which they or either of them now have any interest, except such as they may elect to take as and for the exemption to which they are each entitled by law;

AND FURTHER, the said George L. Mullikin and/or Grace E. Mullikin hereby agree that the amount set opposite the signature of each of the parties hereto of the second part represents the proper amount of indebtedness now due and owing by them to such party of the second part hereto;

AND FURTHER, the said George L. Mullikin and Grace E. Mullikin, his wife, agree that this agreement shall be considered as a part of said deed of trust to be executed by them to the said trustee, and, if necessary, either for the proper enforcement or execution of said deed of trust, or for the construction and interpretation of the rights of said trustee, or of the rights of the said parties hereto of the second part under the said deed of trust, that then the execution of this agreement shall be considered as having the same effect as if the terms hereof were again fully set forth and incorporated in the said deed of trust.

AND THIS AGREEMENT FURTHER WITNESSETH, that the said parties hereto of the second part, jointly and severally, agree to accept the execution of said deed of trust, upon the terms above set forth and agree to look for the payment of their respective indebtedness to the funds coming into the hands of the said trustee in the exercise of the powers conferred upon said trustee over the property to be included in said deed of trust;

AND FURTHER, the said parties of the second part further mutually agree and covenant to and with each other, and also to and with the said George L. Mullikin and Grace E. Mullikin, his wife, their heirs, personal representatives and assigns, that they will not attempt to collect their several indebtedness, or enforce the payment thereof or any part thereof in any other manner than from the said trustee under and by virtue of the terms and provisions of said deed of trust and the powers of the trustee therein.

IT IS, HOWEVER, EXPRESSLY AGREED AND UNDERSTOOD between the parties hereto that no portion of this agreement, or anything herein contained or set forth, shall be construed as in anywise affecting the rights of any of the parties of the second part to enforce the payment of any of their indebtedness

or collect the same or any part thereof from any other person who may be liable therefor, whether such person be liable as principal debtor or as surety or endorser, or to enforce the payment thereof out of any mortgage, insurance policy or other security which any of said parties of the second part may hold.

WITNESS the hands and seals of the said George L. Mullikin and Grace E. Mullikin, his wife, and witness also the signature of each of the said parties hereto of the second part to the schedule appended hereto, which is to be considered as a part of this agreement, and the signature of each of the said parties of the second part so as aforesaid affixed to the schedule appended hereto shall be considered as the signature of said party to this agreement.

TEST:

Hilda T. Seward

George L. Mullikin (SEAL)

Grace E. Mullikin (SEAL)

SCHEDULE

We, the undersigned creditors of George L. Mullikin and/or Grace E. Mullikin, do hereby agree to the provisions of the foregoing agreement, and hereby certify that the amounts set opposite our respective signatures are the correct amounts of our respective claims:

<u>SIGNATURES</u>	<u>AMOUNT OF CLAIM</u>
The Centreville National Bank of Md. By Wm. R. Wilson Prest.	\$ 2250.00- 2/27/38
E. S. Valliant & Son, by E. Stephens Valliant	( \$ 396.00 - 6-1-37 ( 74.30 - 8-1-37 ( 253.11 - 7-1-37 ( 87.45 - 7-1-38
L. Tilghman Hayden	\$ 297.36- 10-22-37
Lydia E. W. Coursey	( \$5,000.00 - 1/1/37 ( 950.00-(\$33.70 ( 200.00 (1/2/37 -----
James O. Murphy	( \$ 150.00 10/1/36 ( 100.00 7/23/37
Harry E. Walls	( \$ 151.92 12/15/37 ( 25.60
Frank W. Brower	\$ 89.14
The G. L. Jump Hardware & Implement Co. Per H. E. Morgan	( \$ 332.50 4/20/35 Cr. ( 28.53 65.70 ( 12/29/36
Beck Chevrolet Sales Geo. W. Beck Mgr.	\$ 230.50 10/17/37
Joseph Mullikin	( \$ 1000.00 1/2/37 ( \$ 166.00 12/13/36 ( \$ 50.00 6/24/37
State of Maryland	
Queen Anne's County.	

I hereby certify that the foregoing was duly taken and copied from the Original Agreement filed in this office 12/13/37 to be recorded.

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 December, in the year 1937.

William H. Carter Clerk.

Seal's  
Place.

CERTIFIED COPY OF DEED OF TRUST  
Filed Dec. 13, 1937.

THIS DEED OF TRUST, made this 11th. day of December, 1937, by and between George L. Mullikin and Grace E. Mullikin, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and William R. Horney, of Queen Anne's County aforesaid, trustee as hereinafter set forth, party of the second part;

WHEREAS, the said George L. Mullikin and Grace E. Mullikin, his wife, are indebted unto sundry persons, firms and corporations in various sums of money, and have become and are unable to pay such indebtedness in full;

AND WHEREAS, the said George L. Mullikin and Grace E. Mullikin, his wife, did, by an agreement in writing by and between themselves and their creditors, bearing even date herewith and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this deed of trust, agree to execute, simultaneously with the execution of said agreement, unto the said William R. Horney, a deed of trust of all their property, except that part thereof therein reserved by them, in trust for the uses and purposes mentioned in said agreement and hereinafter specifically set forth;

AND WHEREAS, pursuant to the provisions of said agreement, and in order that all the estate, property, assets and effects of the said George L. Mullikin and Grace E. Mullikin, his wife, may be faithfully applied to the payment of their debts, the said George L. Mullikin and Grace E. Mullikin, his wife, desire to grant, convey, bargain, sell, assign release and set over unto the said William R. Horney, all the estate and property of every kind and description, real, personal and mixed, of which they, or either of them, are seized and possessed or in any way entitled to, and in which they, or either of them, now have any interest, in trust for the benefit of their said creditors as hereinafter set forth;

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that for and in consideration of the premises and of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the said George L. Mullikin and Grace E. Mullikin, his wife, do hereby grant, convey, bargain, sell, assign, release and set over unto the said William R. Horney, the following described property, to wit:

#### REAL ESTATE

1. All that tract of land or farm, now known as "The George L. Mullikin Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Church Hill (via Hayden) to Ruthsburg, on the public road leading from Centreville (via the Brick School House) to Hayden and on both sides of the Pennsylvania Railroad and the public road leading from Hayden to Carville, composed of two parcels of land, one (being a farm and woodland) containing (in the aggregate) 128 acres, 3 rods and  $\frac{3}{4}$  perches of land, more or less, and the other (being a lot) containing 25 acres of land, more or less; being the same and all of the land described in the deed from Nettie Hale Shallcross and others to the said George L. Mullikin (as George Lee Mullikin), bearing date the 2nd day of July, 1926, and recorded in Liber B. H. T. No. 5, folios 396, etc., a land record book for Queen Anne's County aforesaid.
2. All the undivided interest and estate in remainder (contingent) of him, the said George L. Mullikin, of, on and to all that part of the tract of land or farm, known as "The Margaret Wright Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, which was devised unto Joseph Mullikin, for life, with remainder unto the grandchildren of George Mullikin living at the time of the death of the said Joseph Mullikin, by the said George Mullikin by his last will and testament bearing date the 17th day of January, 1903, a certified copy of which is recorded in Liber F. R. No. 2, folios 357, etc., a will record book for Queen Anne's County aforesaid, he, the said George L. Mullikin, being one of the grandchildren of the said George Mullikin,

#### PERSONAL PROPERTY

All the livestock and poultry, farm implements and machinery, automobiles and trucks, and all household and kitchen furniture, and all other personal property of every kind and description belonging to them, the said George L. Mullikin and Grace E. Mullikin, his wife, or either of them, and now in their possession, including all crops now pitched, planted and growing on the real estate now owned and/or leased by the said George L. Mullikin, as well as all grain and hay now on hand, whether completely harvested or not, and all produce from said livestock and/or poultry and the proceeds from any sales thereof, whether in hand or not, it being understood that all property hereinbefore mentioned, (except the said household and kitchen furniture and said poultry which is hereby declared to be the property of the said Grace E. Mullikin), is the property of the said George L. Mullikin.

#### OTHER PROPERTY

All other property of every kind and description, real, personal, and mixed, in possession, reversion, remainder or expectancy now owned by the said George L. Mullikin and Grace E. Mullikin, his wife, or either of them, and in which they, or either of them, now have any interest, wherever such property, assets and effects may be situated or located, it being understood that any property of whatsoever kind and nature acquired by the said George L. Mullikin and Grace E. Mullikin, his wife, in any manner whatsoever, from and after the execution and delivery of this deed of trust shall be and forever remain the property of him and/or her, as the case may be, free, clear and discharged from liability for the payment of any of the indebtedness of any of said creditors who signed said agreement hereinbefore mentioned as well as those who may file their claims against the trust estate created by this deed of trust.

TO HAVE and TO HOLD all the said property above mentioned and described unto the said William R. Horney, his heirs, successors, personal representatives and assigns, in trust and confidence, nevertheless, for the following uses and purposes, that is to say: to take possession of all of said estate, property, assets and effects of every kind and description, and without unnecessary delay, to convert the same into money by the sale of so much thereof as is salable, either at public or private sale, for cash or upon such terms of cash and credit, as he, the said William R. Horney, in the exercise of his Judgment may deem right and proper, and by the collection of so much thereof as is collectible, and then to apply the said money and proceeds as follows:

1. To the payment of all costs and expenses incident to this trust, including a reasonable commission to said trustee for his services according to law in such cases;

2. To the payment unto the said George L. Mullikin and Grace E. Mullikin, his wife, of the exemption of One Hundred Dollars (\$100.00) allowed by law to each of them;

3. Then in trust to apply the net proceeds of said estate, property, assets and effects of the said George L. Mullikin and Grace E. Mullikin, his wife, or either of them, to the payment of the debts due and owing by them, or either of them, without preference or priority, except as by law provided, if the said net proceeds be sufficient therefor, and, if insufficient, then to the payment of the aforesaid debts pro rata, without preference or priority, except as by law provided as aforesaid; and

4. If there shall be any balance after the payment of all debts, claims and demands whatsoever against the said George L. Mullikin and Grace E. Mullikin, his wife, or either of them, for which they, or either of them, may be liable, then in trust to pay such balance to the said George L. Mullikin and/or Grace E. Mullikin as their respective interests may appear, or to his and/or her heirs, personal representatives or assigns as their respective interests may appear.

AND the said George L. Mullikin and Grace E. Mullikin, His wife, for the full and effectual execution of the trust hereby created, do hereby confer upon the said William R. Horney, trustee as aforesaid, his heirs, successors and assigns, full power to sell, grant, convey or otherwise dispose of all the property of every kind and description, real, personal and mixed, hereby granted, conveyed, bargained, sold, assigned, released and aset over, and to make, execute, acknowledge and deliver deeds and conveyances thereof.

AND the said George L. Mullikin and Grace E. Mullikin, his wife, for the purposes aforesaid, do hereby make, constitute and appoint the said William R. Horney, their true and lawful attorney, irrevocable, in their name or otherwise, to ask, demand, sue for, recover, collect and receive of and from all and every person or persons all the property (of whatsoever kind or nature) owing or belonging to the said George L. Mullikin and Grace E. Mullikin, his wife, or either of them, and hereby granted, conveyed, bargained, sold, assigned, released and set over, and for all receipts and deliveries to make, execute and acknowledged due acquitances, 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 they, the said George L. Mullikin and grace E. Mullikin, his wife, or either of them, might or could have done if these presents had not been executed.

WITNESS the hands and seals of the said George L. Mullikin and Grace E. Mullikin, his wife, the day and year first above written:

TEST: (as to both parties of the first part) George L. Mullikin (SEAL) Grace E. Mullikin (SEAL)

Hilda T. Seward

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

I HEREBY CERTIFY that on this 11th day of December, 1937, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared George L. Mullikin and Grace E. Mullikin, his wife, and each acknowledged the foregoing DEED OF TRUST to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

HILDA T. SEWARD Notary Public.

Notary Public Seal.

I hereby Certify that theaforegoing was truly taken and copied from the original Deed of Trust filed in this office 12/13/37 to be recorded.

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 Dec. in the year 1937.

Seal's  
Place.

WILLIAM H. CARTER  
Clerk.

ORDER OF COURT  
Filed December 18, 1937.

ORDER OF COURT

Upon the foregoing petition, IT IS ORDERED, this 16th day of December, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that jurisdiction of the trust 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; it is further ordered that William R. Horney, the trustee named in said deed of trust, be and he is hereby authorized, empowered and directed, after having first taken possession of the trust property, to proceed, without unnecessary delay, to convert the same into money by the sale of so much thereof as is salable, either at public or private sale, for cash or upon such terms of cash and credit, as he, the said trustee, in the exercise of his judgment may deem right and proper, and report the sales thereof to this Court for its approval or rejection, and further to do all other manner of things which may be necessary to perform the duties reposed in him by said deed of trust or which may be reposed in him by any future order or decree of this Court in the premises; and it is further ordered that the said William R. Horney, trustee as aforesaid, cause to be duly published the following order of this Court giving notice to the creditors of George L. Mullikin and Grace E. Mullikin, his wife, or either of them, to file their respective claims as in said order is fully set forth.

J. OWEN KNOTTS

Filed December 18th, 1937.

NOTICE TO CREDITORS

IN THE MATTER OF THE TRUST ESTATE

OF

GEORGE L. MULLIKIN AND GRACE E.  
MULLIKIN, HIS WIFE.

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

Cause No. 3152.

ORDERED, this 16th day of December, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the creditors of George L. Mullikin and Grace E. Mullikin, his wife, or either of them, and all others claiming any interest in the estate and property, or the proceeds of the sales thereof, granted, conveyed, bargained, sold, assigned, released and set over by the deed of trust from the said George L. Mullikin and Grace E. Mullikin, his wife, to William R. Horney, trustee, for the purposes in said deed of trust 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 26th day of March, 1938; provided a copy of this order be published in some newspaper printed and published in Queen Anne's County aforesaid, once in each of four successive weeks before the 15th day of January, 1938.

J. OWEN KNOTTS

Filed Dec. 18th, 1937.

REPORT OF SALES OF REAL ESTATE  
Filed June 27, 1938.

IN THE MATTER OF THE TRUST ESTATE

OF

GEORGE L. MULLIKIN AND GRACE E.  
MULLIKIN, HIS WIFE.

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

Cause No. 3152.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Trustee under Deed of Trust from George L. Mullikin and Grace E. Mullikin, his wife, bearing date the 11th day of December, 1937, and recorded in Liber W. H. C. No. 6-A, folios 31, etc., a land record book for Queen Anne's County, Maryland, of the sales of the real estate of the said George L. Mullikin respectfully shows:

1. That after giving bond to the State with such security as the Clerk of this Court did approve conditioned to perform the trust reposed in him by said deed of trust or that might be reposed in him by any order or decree of this Honorable Court in the premises, this Court did, by its order passed in the above entitled cause on the 16th day of December, 1937, upon the petition of said trustee, assume jurisdiction of the trust created by said deed of trust.

2. That your trustee has heretofore converted the personal property belonging to this trust estate into money by the sale of so much thereof as was salable at public sale as will appear by reference to the Report of Sales thereof filed in this cause on the 1st day of February, 1938.

3. That pursuant to the authority conferred upon him by said order of this Court assuming jurisdiction of this trust estate your trustee did, on or about the 20th day of June, 1938, sell all of the real estate belonging to this trust estate in manner following, that is to say:

Said trustee sold at private sale to George L. Mullikin, at and for the sum of Six Thousand Dollars (\$6,000.00), the tract of land or farm belonging to this trust estate, and described as follows, to wit:

ALL that tract of land or farm, <sup>now</sup> known as "The George L. Mullikin Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the public road leading from Church Hill (via Hayden) to Ruthsburg, on the public road leading from Centreville (via the Brick School House) to Hayden and on both sides of the Pennsylvania Railroad and the public road leading from Hayden to Carville, composed of two parcels of land, one (being a farm and woodland) containing (in the aggregate) 128 acres, 3 rods and  $3\frac{1}{4}$  perches of land, more or less, and the other (being a lot) containing 25 acres of land, more or less.

And said trustee also sold at private sale to the said George L. Mullikin, at and for the sum of One Hundred and Fifty Dollars (\$150.00), the undivided interest and estate in remainder (contingent) of him, the said George L. Mullikin, of, in and to that other tract of land or farm, belonging or this trust estate, and described as follows, to wit:

ALL that part of the tract of land or farm, known as "The Margaret Wright Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, which was devised unto Joseph Mullikin, for life, with remainder unto the grandchildren of George Mullikin living at the time of the death of the said Joseph Mullikin, by the said George Mullikin by his last will and testament bearing date the 17th day of January, 1903, a certified copy of which is recorded in Liber F. R. No. 2, folios 357, etc., a will record book for Queen Anne's County aforesaid.

4. That the aggregate sales of said real estate as will appear by reference to paragraph three above amounted to the sum of Sixty One Hundred and Fifty Dollars (\$6,150.00).

5. That the terms of sale, as to said tract of land or farm known as "The George L. Mullikin Farm", were as follows, to wit:

(a) That Seven Hundred Dollars (\$700.00) of the purchase money should be paid in cash; and the balance, to wit: the sum of Fifty Three Hundred Dollars (\$5,300.00) should be paid in cash upon the final ratification of the sale by the Court;

(b) That full possession, subject only to the rights of the said George L. Mullikin as tenant for the remainder of the current year, would be given to the purchaser as of the date of the final payment of the purchase money;

(c) That the wheat crop grown on said farm during the current year would be retained, but that the landlord's interest in the corn crop now growing on said farm (as well as all other crops that might be grown thereon, if any, during the current year), would become the property of the purchaser;

(d) That no adjustment of the premium on the policy (or policies of fire insurance covering the buildings on said farm would be required, but the purchaser would be required to renew the same on the respective expiration dates thereof and pay the renewal premiums therefor; and

(e) That the cost of all title papers and expenses incident to the transfer of the property to the purchaser, including revenue stamps and recordation stamps and charges, would be payable by the purchaser.

6. That the terms of sale, as to the undivided interest and estate in remainder of, in and to said tract of land or farm known as "The Margaret Wright Farm", were as follows, to wit:

(a) That the whole purchase price of One Hundred and Fifty Dollars (\$150.00) should be paid in cash; and

(b) That the cost of all title papers and expenses incident to the transfer of the property to the purchaser, including revenue stamps and recordation stamps and charges, would be payable by the purchaser.

7. That the purchaser has complied with the terms of sale by paying unto said trustee in cash the sum of Eight Hundred and Fifty Dollars (\$850.00).

8. That the wheat crop on the tract of land or farm known as "The George L. Mullikin Farm" has been sold and will be reported to this Court at a later date; that the tenant's interest in the wheat crop on the farm belonging to L. Tilghman Hayden has not been sold and will be harvested by your trustee and the sale thereof reported to this Court at a later date.

Respectfully submitted,

WM. R. HORNEY  
Trustee.

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

I HEREBY CERTIFY that on this 27th day of June, 1938, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the trustee in the above entitled cause, and made oath, in due form of law, that the matters and facts stated in the foregoing REPORT OF SALES are true as therein set forth, to the best of his knowledge and belief, and that the sales therein reported were fairly made.

WILLIAM H. CARTER  
Clerk

Filed June 27, 1938.

N I S I

In the Matter of the Trust Estate of George L. Mullikin and Grace E. Mullikin, his wife. ) IN THE CIRCUIT COURT  
 ) FOR QUEEN ANNE'S COUNTY  
 ) IN EQUITY.  
 ) CHANCERY No. 3152.

ORDERED, This 27th day of June A. D., 1938, that the sale of the real estate made and reported in this cause by William R. Horney, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August 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 July next.

The Report states the amount of sales to be \$6150.00.

WILLIAM H. CARTER Clerk.

Filed June 27th, 1938.

CERTIFICATE OF PUBLICATION OF  
ORDER NISI  
Filed August 31, 1938.

N I S I

In the Matter of the Trust  
Estate of GEORGE L.  
MULLIKIN and GRACE E.  
MULLIKIN,  
his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3152.

ORDERED, This 27th day of June A. D., 1938 that the sale of the real estate made and reported in this cause by William R. Horney, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August 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 July next.

The Report states the amount of sales to be \$6150.00.

WILLIAM H. CARTER, Clerk

True Copy-  
Test:

WILLIAM H. CARTER, Clerk

Filed June 27th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 30, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the matter of the Trust Estate of George L. Mullikin and Grace E. Mullikin, his wife, a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 30th day of June, 1938, being more than four weeks before the 30th day of July, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER  
PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed September 2, 1938.

IN THE MATTER OF THE TRUST ESTATE  
OF  
GEORGE L. MULLIKIN AND GRACE E.  
MULLIKIN, HIS WIFE.

#  
#  
#  
#  
#

In the Circuit Court for  
Queen Anne's County  
in Equity  
Cause No. 3152.

FINAL ORDER OF RATIFICATION

Ordered, this 31st day of August, 1938, 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 William R. Horney, Trustee under the Deed of Trust filed herein, and reported in this 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 duly given as required by the proceeding order nisi heretofore passed in this cause; and the said William R. Horney, Trustee under said Deed of Trust, as aforesaid, is allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing vouchers therefor before the auditor.

THOMAS J. KEATING

Filed September 2, 1938.

CERTIFICATE OF PUBLICATION  
OF NOTICE TO CREDITORS.  
Filed Oct. 21, 1938.

NOTICE TO CREDITORS.

In the Matter of the Trust Estate of

GEORGE L. MULLIKIN and  
GRACE E. MULLIKIN, his wife.

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

Case No. 3152.

ORDERED, This 16th day of December, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the creditors of George L. Mullikin and Grace E. Mullikin, his wife, or either of them, and all others claiming any interest in the estate and property or the proceeds of the sales thereof, granted, conveyed, bargained, sold, assigned, released and set over by the Deed of Trust from the said George L. Mullikin and Grace E. Mullikin, his wife, to William R. Horney, trustee, for the purposes in said deed of trust 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 26th day of March, 1938; provided a copy of this order be published in some newspaper printed and published in Queen Anne's County aforesaid, once in each of four successive weeks before the 15th day of January, 1938.

J. OWEN KNOTTS,  
Judge.

Filed Dec. 18th, 1937.

True Copy-  
WILLIAM H. CARTER, Clerk.  
Test:

## QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. October 21, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Notice to Creditors in the Matter of the Trust Estate of George L. Mullikin and Grace E. Mullikin, his wife a true copy of which is here-to annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four weeks the first publication thereof having been made in said newspaper on the 23d day of December, 1938, being more than four weeks before the 15th day of January 1938.

THE QUEEN ANNE'S RECORD and OBSERVER  
PUBLISHING CO.

By BERTHA G. DURNEY

Filed Oct. 21, 1938.

REPORT AND ACCOUNT OF THE AUDITOR  
Filed Nov. 26, 1938.

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

In the Matter of the Trust Estate	(	
of	)	
George L. Mullikin	(	Cause No. 3152.
Grace E. Mullikin, his wife.	)	

To the Honorable, the Judges of said Court:

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

1. That under the Deed of Trust of this cause two several and distinct estates passed to William R. Horney the trustee named in the deed, one being that of George L. Mullikin, one of the grantors, and the other being that of Grace E. Mullikin, his wife, and the other grantor.
2. That the only property which passed to the trustee as that of Grace E. Mullikin consisted of household and kitchen furniture, the poultry and poultry raising equipment mentioned in the Account of Sales and which sold for \$383.60, more than enough to pay the exemption of \$100.00 reserved by Grace E. Mullikin by the deed and the cost of these proceedings chargeable to her part of the property. Her estate after the deduction of exemption, costs and commissions chargeable there-to produces the sum of \$244.52 applicable to the payment of those persons who have filed claims against her. See the Supplemental Report of the trustee filed in this cause November 21, 1938.
3. That all the other property, real and personal, which passed to the trustee, the proceeds of which he accounts for in these proceedings, was the property of George L. Mullikin.
4. That at the time of the Deed of Trust of this cause the farm called in the proceedings "The George L. Mullikin Farm" was subject to a mortgage lien of \$5000.00 and certain interest under a mortgage given by George L. Mullikin to Lydia E. W. Coursey, who consented to the sale of the farm clear of her lien with the understanding that her mortgage lien should be transferred from the land to the proceeds of the sale of the land to be made by the trustee.

See the Supplemental Report mentioned.

This farm sold for more than enough to pay the entire mortgage debt, principal and interest, due the mortgagee who has filed her mortgage claim in this cause as a claim against George L. Mullikin under the agreement mentioned.

5. That it will appear from the Account of Sales of the personal property returned by the trustee that the trustee sold an automobile as the property of George L. Mullikin.

Mr. Horney tells the auditor that at the time the automobile passed to him under the deed mentioned the same was subject to a line in favor of the General Motors Acceptance Corporation for \$19.67 which he paid so as to be able to sell the automobile clear of the lien, and that the automobile sold for more than enough to pay the amount of this lien and cost of recording the same. Mr. Horney is allowed in the within account the amount of this lien and the cost of recording the release thereof.

6. That it appears from the Account of Sales of the personal property that the trustee sold as the property of George L. Mullikin a tractor. This tractor at the time of the Deed of Trust was subject to a line under an unrecorded Conditional Contract of Sale from George L. Mullikin to the G. L. Jump Hardware & Implement Company. This Company agreed with the trustee that he should sell this tractor clear of the lien with the understanding that the Company should be paid the amount of its lien claim out of the proceeds of the sale of the tractor to be made by the trustee.
- See the Supplemental Report above mentioned.

This company has filed the Conditional Sales Contract in this cause as a claim against George L. Mullikin under said agreement. It appears from the report of sale of the personal property that the tractor sold for more than enough to pay this claim, principal and interest, and said Company is allowed the amount due it under said claim in the within audit.

7. At the time the farm above mentioned passed to the trustee under the Deed of Trust there was growing on the farm a wheat crop which was then subject to a chattel mortgage in favor of E. Stephens Valliant who agreed with the trustee that he, the trustee, should sell said crop and pay the mortgagee the amount of his mortgage claim out of the proceeds of the sale to be made by the trustee of said crop.

See the Supplemental Report mentioned.

The trustee sold this crop under the agreement mentioned for more than enough to pay the mortgage claim which has been filed by the mortgagee in these proceedings. The mortgagee is allowed his claim under said mortgage in the within audit.

8. The Auditor has stated as part of this audit a statement of the lien claims against the said George L. Mullikin and the within account should be read with reference thereto.

9. That the net proceeds of the estate of the said George L. Mullikin, after the payment thereof of the cost of these proceedings chargeable to the estate of George L. Mullikin and after the payment thereto to his preferred creditors above mentioned, are not sufficient to pay in full the claims of the non-lien or general creditors of the said George L. Mullikin who receive by the within account out of his estate .54995 per centum of their claims.

10. That the cost of these proceedings which relate to both estates are proportioned between the two estates and by this method the auditor has obtained what part of said costs should be charged to the estate of George L. Mullikin and what part thereof should be charged to the estate of Grace E. Mullikin.

11. That the costs allowed the trustee are the commissions provided for by the Deed of Trust according to the rule of this Court and those other items of costs and expenses shown to be properly allowable by the vouchers which the trustee has furnished the auditor and which are returned by the auditor with this audit.

12. That the proceeds of the sale of the trust estate of George L. Mullikin are shown by the report of sales of his real estate, the report of the sales of his personal property and the report of the sales of his crops filed by the trustee.

13. As to the Estate of George L. Mullikin

That it will appear from the within audit that the auditor has charged the trustee with the gross sales of said real estate, with the gross sales of the personal property of George L. Mullikin and with the gross sales of his crops and has then thereout allowed as follows:

Unto the trustee his trustee's commission on the charges against him;

Unto the trustee those costs and expenses incident to the estate of George L. Mullikin alone;

Unto the trustee the amount of the exemption of said George L. Mullikin reserved by him under the Deed of Trust and paid by the trustee to the grantor;

Unto the trustee that part of the costs and expenses chargeable to both estates found by the apportionment mentioned to be chargeable to the estate of George L. Mullikin;

Unto the lien creditors of George L. Mullikin their lien claims in full explained above;

Unto the non-lien or general creditors of George L. Mullikin the balance of the charges made against the trustee remaining after the above allowances have been deducted from the charges by the pro rata distribution to the creditors mentioned above.

14. As to the Estate of Grace E. Mullikin

That it appears that five claims only have been filed against the estate of Grace E. Mullikin and these consist of five notes also filed against the estate of George L. Mullikin. A statement of these claims has been made by the auditor and is attached herewith as part of this audit. The auditor has been informed by Mr. Horney and it so appears from the claims that Grace E. Mullikin, who appears on each of these notes, is on the same as surety or endorser for George L. Mullikin. So the auditor deducts from each claim filed against Grace E. Mullikin that dividend awarded thereto in the distribution to said claims in the estate of George L. Mullikin.

15. The net proceeds of the estate of Grace E. Mullikin are not sufficient to pay these claims in full and each creditor receives by the within audit .12723 per centum of his claim.

16. That in the within audit the auditor has charged the trustee with the gross proceeds of the estate of Grace E. Mullikin as above set forth and has then thereout allowed as follows, to wit:

Unto the trustee his commissions on said proceeds according to the Deed of Trust and rule of Court;

Unto the trustee the amount of the exemption reserved by Grace E. Mullikin by the Deed of Trust and paid to her by the trustee;

Unto the trustee that part of the costs of both estates found to be chargeable by the apportionment mentioned to the estate of Grace E. Mullikin;

Unto the creditors of Grace E. Mullikin the balance of the charges so made against the trustee remaining after the deductions therefrom of the allowances above mentioned by pro rata distribution.

17. The claim filed against the grantors by The Centreville National Bank of Maryland appears from the face of the same to be a copy of a note and not the original note of the grantors. The affidavit attached to the claim does not explain why a copy instead of the original note has been filed.

Which is respectfully submitted.

MADISON BROWN,  
Auditor.

November 23, 1938.

Cause No. 3152

The proceeds of the trust estates of George L. Mullikin and Grace E. Mullikin, his wife, in account with William R. Horney, the trustee of said trust estates under the deed of trust from said George L. Mullikin and Grace E. Mullikin to him mentioned in this cause.

CR.

Estate of George L. Mullikin

1937		Sales of Personal Estate.			
Dec.					
27		By amount of gross sales of his livestock . . .	\$1,998.17		
		his automobile and truck. . . . .	535.00		
		his farm produce . . . . .	708.37		
		his tractor, disc, plows, . . . \$550.00			
		his other farming machinery. . . <u>717.70</u>	<u>1,267.70</u>		
		Total amount of sales of his personal property other than wheat crops per account of sales above mentioned . . . . .	\$4,509.24	\$4,509.24	

Sales of Real Estate

1938		Sales of Real Estate			
June					
20		By amount of gross sales of real estate of George L. Mullikin, of his farm called "George L. Mullikin Farm" . . . . .	\$6,000.00		
		of his estate in farm called "Margaret Wright Farm" . . . . .	<u>150.00</u>		
		Total gross sales of said real estate per report of sales filed June 27, 1938 . . .	\$6,150.00	6,150.00	

Sales of Crops

1938		Sales of Crops			
June					
20		By amount of sale of wheat crop growing on George L. Mullikin farm . . . . .	\$ 150.00		
Aug.					
22		By amount of the sale of threshed wheat crop on Hayden's farm . . . . .	<u>197.41</u>		
		Total sales per report of sales filed Sept. 3, 1938 . . . . .	\$ 347.41	<u>347.41</u>	
		Total amount of sales of estate of said George L. Mullikin . . . . .	\$11,006.65		

Estate of Grace E. Mullikin

1937		Estate of Grace E. Mullikin			
Dec.					
29		By amount of the gross sales of her household and kitchen furniture . . . . .	\$ 170.00		
		her poultry and poultry raising equipment . . . . .	<u>213.60</u>		
		Total amount of sales of her property per account of sales filed Feb. 1, 1938 . . . . .	\$ 383.60	<u>383.60</u>	
		TOTAL amount of estates of both George L. Mullikin and Grace E. Mullikin . . . . .	\$11,390.25		

Cause No. 3152.

DR.

1938		Disbursement Re Estate of George L. Mullikin			
June					
20		To William R. Horney for his commissions as trustee under said deed of trust on the total estate of George L. Mullikin, 8 per cent of \$11,006.65, to wit: sum of . . . . .	\$880.54		

To William R. Horney, trustee, for the following expenses incident to tillage of arm, harvesting and threshing of crop,		
Paid Marion Scott for labor . . . . .	\$ 52.50	
Paid Samuel Rochester for labor . . . . .	37.50	
Paid Henry Seney for labor . . . . .	33.00	
Paid T.E. Story for cutting and threshing wheat . . . . .	196.50	
Paid T. W. Emory for threshing wheat . . . . .	53.55	
Paid Dr. Wharton for testing cows . . . . .	13.95	
Paid George Mullikin for labor and board of hired men . . . . .	72.00	
Total amount of these expenses . . . . .	<u>\$459.00</u>	459.00
To William R. Horney, trustee, for state and county taxes for year 1930 paid by him to tax collector of Queen Anne's County per receipted tax account exhibited, the sum of . . . . .		92.74
To do., for amount paid J. E. Anthony, auctioneer, for crying sale of personal property per receipt for same exhibited, to wit: . . . . .		42.00
To do., for amount paid Spencer Wright for clerking at sale of personal property per receipt for same exhibited, to wit: . . . . .		18.50
To do., for costs of advertising the sale of the personal property in county paper per receipted account of Queen Anne's Record-Observer Publishing Company, . . . . .		20.00
To do., for costs of advertising in county paper the nisi passed in relation to the personal property . . . . .	\$ 5.00	
to the sales of crops . . . . .	5.00	
to sale of real estate . . . . .	<u>5.00</u>	
paid per receipted accounts for same, to wit: . . . . .	<u>\$15.00</u>	15.00
To do., for costs of Notary fee to report paid Hilda Seward per her receipt for same exhibited, the sum of . . . . .		.25
To do., for the amount paid George L. Mullikin as his exemption reserved by him under the deed of trust, per his receipt for same exhibited, the sum of . . . . .		<u>.100.00</u>
Total . . . . .	\$1,628.03	\$1,628.03

DR.

Disbursements Re: Estate of Grace E. Mullikin

To William R. Horney for his commissions under deed of trust on total estate of Grace E. Mullikin 8 per cent. of \$383.60, to wit: . . . . .	\$ 30.68	
To William R. Horney, trustee, for amount paid Grace E. Mullikin as her exemption reserved by her under the deed of trust, per her receipt for same exhibited, the sum of . . . . .	<u>100.00</u>	
Total amount of these disbursements . . . . .	\$130.68	\$ 130.68

Disbursements as to both trust estates.

To William R. Horney, trustee for the court costs of these proceedings per statement made by the Clerk of the Court, the sum of . . . . .	\$ 36.75	
To do., for the costs of his bond filed herein paid the corporate surety on said bond, per receipted account for same exhibited, the sum of . . . . .	120.00	
To do., for the charges of appraisers appointed to appraise the personal property per account for same exhibited, the sum of . . . . .	10.00	
To do., for costs of advertising the order nisi to be passed as to this audit, the sum of . . . . .	3.50	
To do., for costs of advertising the notice to creditors passed in this case, per receipted account exhibited, sum of . . . . .	5.00	



To Madison Brown, auditor, for stating this account, the sum of . . . . . 75.00  
 Total amount of these disbursements. . . . . \$250.25 250.25  
 To total Disbursements . . . . . \$2,008.96  
 To balance carried forward as net proceeds of the estate of George L. Mullikin. . . . . 9,136.77  
 To balance carried forward as net proceeds of the estate of Grace E. Mullikin . . . . . 244.52  
 \$11,390.25

CR.

By gross amount of both estates charges on and brought forward from Page 1 of Account . . . . . 11,390.25

November 23, 1938

MADISON BROWN  
 Auditor.

Cause No. 3152

Re: Estate of George L. Mullikin.

CR.

By net balance brought forward . . . . . \$ 9,136.77

DR.

Distribution to Lien Creditors.

1938  
 June  
 20

To Lydia E. W. Coursey, mortgagee, in full of her mortgage claim of \$5000.00 against the farm called "George L. Mullikin Farm" sold clear of said mortgage by the trustee of this case, and interest due her thereon to and inclusive of day of sale, to wit: . . . . . \$5,441.67

1937  
 Dec.  
 29

To Horace Morgan et al., co-partners trading as G. L. Jump Hardware and Implement Company, in full of its conditional sales contract lien claim against tractor sold by the trustee of this cause, inclusive of interest thereon to this date, per sales contract note filed, to wit: . . . . . 316.68

1938  
 June  
 20

To E. Stephens Valliant, in full of his chattel mortgage claim against wheat crop sold by the trustee of this cause, per claim filed, to wit: . . . . . 87.45

For these disbursements and allowances see "Supplemental Report" of trustee filed and page of this audit following.

1937  
 Dec.  
 29

To William R. Horney, trustee, as successor to claim of General Motors Acceptance Corporation, for its lien against automobile sold (see report of sales of personal property), \$19.67 and for costs of releasing the claim, \$ .25, . . . . . 19.92

\$5,865.72

To balance carried forward for distribution to non-lien creditors . . . . . 3,271.05

\$9,136.77 \$ 9,136.77

November 22, 1938.

MADISON BROWN  
 Auditor.

Cause No. 3152

Distribution to Non-Lien Creditors  
of  
GEORGE L. MULLIKIN

1938  
June  
20

CR.

By balance brought forward for distribution to his  
non-lien creditors . . . . . \$3,271.05

DR.

<u>No. of Claim</u>	<u>Holder of Claim</u>	<u>Amount Distributed</u>
1.	To Harry E. Walls, on claim of \$ 26.31 sum of	\$ 14.47
2.	To Harry E. Walls, on claim of 156.63 sum of	86.14
3.	To E.S. Valliant & Son, on claim of 267.83 sum of	147.30
4.	To E.S. Valliant & Son, on claim of 421.01 sum of	231.54
5.	To E.S. Valliant & Son, on claim of 78.80 sum of	43.34
6.	To L. Tilghman Hayden, on claim of 310.74 sum of	170.90
7.	To The Centreville National Bank of Md. on claim of 1735.26 sum of	954.36
8.	To Frank W. Brower, on claim of 102.47 sum of	56.36
9.	To Lydia E.W. Coursey, on claim of 1038.80 sum of	571.30
10.	To Lydia E.W. Coursey on claim of 205.63 sum of	113.09
11.	To G.L. Jump Hardware & Implement Company, on claim of 29.34 sum of	16.14
12.	To Joseph E. Mullikin on claim of 1073.34 sum of	590.29
13.	To Joseph E. Mullikin, on claim of 52.72 sum of	29.00
14.	To Joseph E. Mullikin, on claim of 178.59 sum of	98.22
15.	To James O. Murphy, on claim of 105.45 sum of	58.00
16.	To James O. Murphy, on claim of <u>164.73</u> sum of	<u>90.60</u>
	Amount of Claims \$5,947.65	
	Total Amount Distributed is um of \$3,271.05	<u>\$3,271.05</u>

November 23, 1938

MADISON BROWN  
Auditor.

Cause No. 3152

Distribution to the Creditors  
of  
GRACE E. MULLIKIN

1938  
June  
20

DR.

<u>No. of Claim</u>	<u>Name of Creditor</u>	<u>Amount Distributed</u>
1.	To L. Tilghman Hayden, on his claim of \$138.78 the sum of	\$ 17.67
2.	To The Centreville National Bank of Md. on its claim of \$775.00 the sum of	98.60
3.	To Lydia E.W. Coursey, on her claim of \$448.90 the sum of	57.11
4.	To Joseph E. Mullikin, on his claim of \$479.38 the sum of	61.00
5.	To Joseph E. Mullikin, on his claim of <u>\$ 79.76</u> the sum of	<u>10.14</u>
	Total Claims . . . . . \$ 1,921.82	

Total amount distributed \$ 244.52

CR.

By amount of her net estate brought forward . . . . . 244.52

November 23, 1938

MADISON BROWN  
Auditor.

Cause No. 3152

Lydia E.W. Coursey,  
vs.  
George L. Mullikin

( Mortgage described in proceedings of this  
cause, filed as a preference claim against  
the proceeds of the sales.

Amount of the mortgage claim filed . . . . . \$5,000.00  
Amount of interest thereon from January 1,  
1937 to June 20, 1938 . . . . . 441.67  
\$5,441.67

Cause No. 3152

G. L. Jump Hardware & Implement Co.,  
vs.  
George L. Mullikin.

( Lien under unrecorded  
conditional sales contract  
on the tractor sold by Wm.  
R. Horney, trustee.

Amount of the lien note (dated April 20,  
1935) filed. \$ 332.50  
Interest per note from date of note to  
December 29, 1936, date of credit . . . . . 33.75  
December 29, 1936-Credit- . . . . . \$ 67.50  
To interest from December 29, 1936 to  
December 29, 1937 . . . . . 17.93  
\$ 316.68

Cause No. 3152

E. Stephens Valliant,  
vs.  
George L. Mullikin

( Claim on wheat crop under chattel  
mortgage duly recorded from  
George L. Mullikin.

Amount of the chattel mortgage . . . . . \$ 87.45  
No interest thereon as the debt under this  
mortgage fell due July 1, 1938 from which  
date debt bore interest.  
Crop was sold June 20, 1938 free of the lien.

Cause No. 3152

General Motors Acceptance Corporation,  
use of  
William R. Horney, trustee.

( Amount of the lien on  
automobile sold by Wm.  
R. Horney, trustee, . . . . . \$ 19.67

The trustee sold the automobile of George  
L. Mullikin (see Report of Sales of Per-  
sonal Property) clear of this lien,  
and trustee paid the cost of recording  
the release of the lien (see receipt ex-  
hibited) . . . . . .25  
\$ 19.92

November 22, 1938.

MADISON BROWN  
Auditor.

Cause No. 3152  
Statement of Claims of Unsecured  
Creditors  
of  
GEORGE L. MULLIKIN

No. of Claim	Name of Creditor	Account	\$	\$
1.	Harry E. Walls,	Interest from Jan. 1, 1938	25.60 <u>.71</u>	26.31
2.	Harry E. Walls	Note for Interest from Dec. 15, 1937	151.92 <u>4.71</u>	156.63
3.	E. S. Valliant & Son,	Account for Interest from July 1, 1937	253.11 <u>14.72</u>	267.83
4.	E. S. Valliant & Son,	Note for Less credit on note Interest from June 1, 1937	400.00 4.00 <u>396.00</u> 25.01	421.01
5.	E. S. Valliant & Son,	Note for Interest from Aug. 1, 1937 to Aug. 30, 1937 Less credit Aug. 30, 1937 Interest from Aug. 30, 1937	174.30 <u>.87</u> 175.17 100.00 <u>75.17</u> 3.63	78.80
6.	L. Tilghman Hayden,	Note for Note due July 22, 1938, no interest allowed.	310.74	310.74
7.	The Centreville National Bank of Maryland,	Note for Less credit Interest from Feb. 27, 1938	2,250.00 <u>547.10</u> 1,702.90 <u>32.36</u>	1,735.26
8.	Frank W. Brower,	Account for Interest from Dec. 31, 1937	99.66 <u>2.81</u>	102.47
9.	Lydia E. W. Coursey,	Note and Account Int. due on note of \$950.00 from July 2, 1937	983.70 <u>55.10</u>	1,038.80
10.	Lydia E. W. Coursey,	Account for Int. from January 1, 1938	200.00 <u>5.63</u>	205.63
11.	G. L. Jump Hardware & Co.,	Bal. on account Int. from January 1, 1938	28.53 <u>.81</u>	29.34
12.	Joseph Mullikin	Note dated Jan. 2, 1937 Int. at 5 per cent. from date	1000.00 <u>73.34</u>	1,073.34
13.	Joseph Mullikin	Note for Int. from July 25, 1937	50.00 <u>2.72</u>	52.72
14.	Joseph Mullikin,	Note for Interest from date- Dec. 15, 1936- at 5 per cent.	166.00 <u>12.59</u>	178.59
15.	James O. Murphy,	Note for Int. from its date July 23, 1937 . . . . .	100.00 <u>5.45</u>	105.45
16.	James O. Murphy,	Note for Int. from Nov. 1, 1936	150.00 <u>14.73</u>	164.73
TOTAL CLAIMS. . . . .			\$5,947.65	

November 22, 1938.

MADISON BROWN  
Auditor.

Cause No. 3152.

Statement of Claims filed by creditors of GRACE E. MULLIKIN against her and her estate.

<u>No. of Claim</u>	<u>Holder of Claim</u>		<u>Amount of Claim</u>
1.	L. Tilghman Hayden,	note	\$310.74
	Less dividend paid by George L. Mullikin,		<u>171.96</u>
			\$ 138.78
2.	The Centreville National Bank of Maryland,	note	\$1,735.26
	Less dividend paid by George L. Mullikin,		<u>960.26</u>
			775.00
3.	Lydia E. W. Coursey,	Note \$950.00	
	Interest <u>55.10</u>		\$1,005.10
	Less dividend paid by George L. Mullikin,		<u>556.20</u>
			448.90
4.	Joseph E. Mullikin,	note	\$1,073.34
	Less dividend paid by George L. Mullikin,		<u>593.96</u>
			479.38
5.	Joseph E. Mullikin,	note	\$ 178.59
	Less dividend paid by George L. Mullikin,		<u>98.83</u>
			79.76
Total Amount of Claims . . . . .			\$1,921.82

The above claims were filed against Estate of George L. Mullikin and represent notes upon which Grace E. Mullikin is surety or endorser for George L. Mullikin.

November 23, 1938

MADISON BROWN Auditor.

Filed Nov. 26th, 1938.

NISI RATIFICATION OF AUDIT

In the Matter of the Trust Estate of George L. Mullikin and Grace E. Mullikin, his wife. ) IN THE CIRCUIT COURT ) FOR QUEEN ANNE'S COUNTY ) IN EQUITY ) CASE No. 3152.

ORDERED, This 26th day of November in the year nineteen hundred and 38 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 December, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of December, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed November 26th, 1938.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT

NISI RATIFICATION OF AUDIT

In the Matter of the Trust Estate of GEORGE L. MULLIKIN and GRACE E. MULLIKIN, his wife.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3152.

ORDERED, This 26th day of November in the year nineteen hundred and thirty-eight 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 December, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of December, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

True Copy- Test: WILLIAM H. CARTER, Clerk. Filed November 26th, 1938.

## QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. December 29, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the Matter of the Trust Estate of George E. Mullikin and Grace E. Mullikin, his wife, a true copy of which is hereby annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 1st day of December, 1938, being more than two weeks before the 17th day of December, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Dec. 29, 1938.

ORDER OF COURT  
Filed Dec. 29, 1938.

In the Matter of the Trust Estate  
of  
George E. Mullikin and  
Grace E. Mullikin, his wife.

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In the Circuit Court for  
Queen Anne's County  
in Equity.  
Cause No. 3152.

FINAL RATIFICATION OF AUDIT

ORDERED, this 29th day of December, 1938, 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 done, although due notice appears to have been given as directed by the previous Order of Ratification Nisi passed thereon in this cause; and the Trustee, William R. Horney, is hereby directed to apply the proceeds of the sales in accordance with and in the manner set forth in said audit; with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustee.

THOS. J. KEATING

Filed December 29th, 1938.

Cause No. 3165.

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

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

H. Earl Smith, mortgagee, vs. Shedrick Stansbury, mortgagor. Cause No.

To William H. Carter, Clerk:

Docket suit forthwith in accordance with the above titling. The suit will be one for the foreclosure of a mortgage given by the defendant to the plaintiff dated July 11, 1928, recorded in Liber B. H. T. No. 8, on folio 254 made to secure the payment of the money named in said mortgage.

File in the papers of the case a certified copy of said mortgage.

File in the papers of the case the accompanying bond given by H. Earl Smith to the State of Maryland which sets forth that it is given in the matter of the foreclosure of said mortgage.

Enter my appearance for the plaintiff.

MADISON BROWN

CERTIFIED COPY OF MORTGAGE Filed April 15, 1938.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 17th. day of July, in the year nineteen hundred and twenty-eight, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this eleventh day of July, in the year nineteen hundred and twenty-eight, by Shedrick Stansbury, single man, of Queen Anne's County, State of Maryland.

WHEREAS, the said Shedrick Stansbury has borrowed from H. Earl Smith, of Caroline County, State of Maryland, the full and just sum of One Thousand Dollars (\$1,000.00) to be repaid at the expiration of one year from the date of these presents, with interest at the rate of six per-cent per annum, payable half-yearly; said sum of One Thousand Dollars (\$1,000.00) being balance in full of the purchase money for the lands and premises hereinafter described; to secure the payment of which said sum with interest as aforesaid, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of One dollar, to him in hand paid, the receipt of which is hereby acknowledged, the said Shedrick Stansbury does hereby grant and convey unto H. Earl Smith, his heirs and assigns, in fee simple, All those two tracts or parcels of land situate, lying and being in the Second Election District of Queen Anne County, Maryland, on the road leading from Clark's Corner to Ingleside and known by name in part as "Bradford and Timber Swamp";

Lot No. 1. Beginning in the center of said public road at a point where the lands herein described and lands of William J. Hutchins intersect, and adjoining Crane lands, the lands of James Matthews and Lot No. 2, containing SIXTY-EIGHT AND ONE-FIFTH (68 1/5) ACRES, more or less.

Lot No. 2. Beginning in the center of the aforesaid county road where the land herein described intersects the Porter land, and adjoins the Porter land, William J. Hutchins land and Lot No. 1, containing FOUR AND ONE-HALF (4 1/2) ACRES of land, more or less.

For description of said land by metes and bounds, see deed from Samuel G. Nuttle and others to Samuel J. Rochester, dated December 7th. 1918, and duly recorded among the land records of Queen Anne's County. It being also the same land described in deed from Oscar Clark, Assignee for collection, et al, to Shedrick Stansbury, bearing even date herewith and recorded prior hereto or intended so to be among the Land Records for Queen Anne County.

TOGETHER with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the land and premises above granted and conveyed unto and to the proper use and benefit of the said H. Earl Smith, his heirs and assigns, forever, in fee simple.

PROVIDED, that if the said Shedrick Stansbury, his heirs or assigns, shall pay or cause to be paid to the said H. Earl Smith, his personal representatives or assigns, said principal and interest at the time limited for 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.

IT IS AGREED that until default be made in the premises, the said Shedrick Stansbury, his heirs or assigns, shall possess said land and premises, said Shedrick Stansbury covenants for himself, his heirs and assigns, to pay as they severally fall due, said principal and all instalments of interest, hereby intended to be secured, all taxes that may be levied on said property, mortgage debt and interest when the same shall become due and payable, all costs and attorneys fees and charges incurred in the collection of said principal and interest or in 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 its 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 in any agreement, covenant or condition 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 or their attorney, are hereby authorized to sell said mortgaged property pursuant to law and to convey the same to the purchaser upon the following terms, namely: Cash on day of sale or for cash and credit, at the option of the person making such sale; the proceeds arising from such sale shall be applied as follows: First, to the payment of all expenses incident to such sale, including commissions to the party selling, equal to the commissions allowed Trustee in equity, together with attorneys fees and costs; secondly, to the payment of all claims hereunder as aforesaid whether the same have matured or not, and Third, the balance to us or to whoever may be entitled to the same; in the event said property is advertised under the power hereby granted and settlement is made before sale, said mortgagor, for himself, his heirs and assigns, hereby agree to pay all expenses incurred up to date of settlement, including attorneys fees, court costs, advertising and one-half of said commissions to pay advertising sale.

WITNESS the hand and seal of the said Mortgagor.

TEST: Nelson J. Brown

Shedrick Stansbury (SEAL)

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

I hereby certify that on this 13th. day of July, in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Shedrick Stansbury, single man, and acknowledged the foregoing mortgage to be his act and deed. And now at the same time also personally appeared H. Earl Smith, the within named Mortgagee, who made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein stated.

AS WITNESS my hand and Notarial Seal.

Nelson J. Brown  
Notary Public.

Notary  
Public  
Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 8, folios 254, etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this Fifteenth day of April, in the year nineteen hundred and thirty eight.

Seal's  
Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF BOND  
Filed April 15, 1938.

Queen Anne's County, to wit:- Be it remembered that on the fifteenth day of April in the year nineteen hundred and thirty Eight, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we H. Earl Smith, of Caroline County in the State of Maryland, as principal, and H. H. Nuttle and R.R.



Ringgold, of the same place, as sureties, are held and firmly bouns unto the State of Maryland in the full and just sum of two thousand dollars, lawful money of the United States of America, 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 every of us, our and every of our heirs, executors, administrators 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 April in the year nineteen hundred and thirty eight.

WHEREAS Shedrick Stansbury by a mortgage bearing date the 11th. day of July, 1928, made to secure the payment of the sum of money therein spacificd and interest thereon at the times therein specified unto the said H. Earl Smith did grant and convey unto the said H. Earl Smith certain land situate in Queen Anne's County, State of Maryland, in said mortgage described, which mortgage was duly recorded among the land record books of Queen Anne's County aforesaid in Liber B. H. T. No. 8, on folio 254, etc.; and

WHEREAS DEFAULT HAS BEEN MADE BY THE MORTGAGOR IN THE COVENANTS IN said mortgage contained on his part by reason of the non-payment of said sum of money and by reason of the non-payment of interest thereon at the times names therein for the payment of the same as well as by reason of the non-payment of certain state and county taxes levied on the mortgaged land at the time provided by law for the payment of said taxes, which taxes the said mortgagor did covenant to pay by the terms of said mortgage.

WHEREAS the above bounden H. Earl Smith is about to sell the mortgaged land under the power of sale conferred upon him by said mortgage to be exercised in case of such defaults.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden H. Earl Smith 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 such mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise the same is to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

E. THEODORE Onne

H. EARLE SMITH (SEAL)  
H. H. NUTTLE (SEAL)  
R. R. RINGGOLD (SEAL)

State of Maryland, Caroline County, to Wit:

I hereby Certify that if H. Earle Smith, H. H. Nuttle and R. R. Ringgold were offered as sureties in Caroline County, in the amount of Two Thousand Dollars (\$2000.00), they would be accepted.

In Testimony Whereof, I hereunto set my hand and the seal of the Circuit Court for Caroline County, affix this 12th. day of April, 1938.

Seal's Place.

T. Clayton Horsey  
Clerk of the Circuit Court for Caroline Co.

And on the back of the aforegoing Bond was thus endorsed, to wit:

Security approved and Bond filed April 15th. 1938.

William H. Carter,  
Clerk.

I hereby certify that the foregoing was truly taken and copied from Liber W. H. C. No. 1 folio 81, a bond 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 25th. day of May, in the year 1938.

Seal's Place.

Clerk.

STATEMENT OF MORTGAGE DEBT  
Filed April 19, 1938.

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

H. Earl Smith, mortgagee,

vs.

Shedrick Stansbury, mortgagor.

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Cause No. 3165.

Statement of Mortgage Debt.

Shedrick Stansbur, mortgagor,  
to  
H. Earl Smith, mortgagee, DR.

To amount of original mortgage debt due by the mortgage from mortgagor to mortgagee, dated July 11, 1928, recorded in Liber B. H. T. No. 8, folio 254, a copy of which is filed in above cause . . . . . \$1,000.00  
By sundry payments on account of said debt made prior to January 1, 1937 . . . . . 300.00  
\$700.00

CR.

1937  
Jan. 1 By payment on mortgage debt . . . . . 100.00  
" " To balance due on mortgage . . . . . \$600.00  
Jan. 1, 1937 Interest was paid to this date and dates for payment of interest made July and January.  
To interest from Jan. 1, 1937 to Jan. 1, 1938 \$36.00  
To interest from Jan. 1, 1938 to Apr. 19, 1938 10.80 46.80  
April 19, 1938-Amount of debt, principal and interest, due on this date . . . . . \$646.80  
Add taxes paid by mortgagee on mortgaged property for year 1937 . . . . . 17.79  
\$664.59  
Add 5% attorney's commissions on \$646.80 . . . . . 32.34  
\$696.93

H. EARLE SMITH

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

I HEREBY CERTIFY that on this nineteenth day of April in the year nineteen hundred and thirty eight before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared H. Earl Smith, the mortgagee above named, and he made oath in due form of law that the foregoing is a true statement of the indebtedness due to him by Shedrick Stansbury under the mortgage mentioned above to the best of his knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

FRANCES BUTLER  
NOTARY PUBLIC.

Notary  
Public  
Seal.

REPORT OF SALE  
Filed April 19, 1938.

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

H. Earl Smith, mortgagee,  
plaintiff,

vs.

Shedrick Stansbury, mortgagor,  
defendant.

Cause No.

To the Honorable, the Judges of said Court:-

The report of H. Earl Smith, the plaintiff in the above entitled cause, who will hereafter call himself "Vendor", unto Your Honors respectfully sets forth:

That prior to the day of sale hereinafter mentioned default was made by Shedrick Stansbury, the defendant, in the covenants of the mortgage given by him to the Vendor, and of which a copy duly certified has been filed in this cause, by reason of his failure to pay the mortgage debt at the time named in said mortgage for payment of the same, by reason of his failure to pay the interest covenanted by him to be paid on said mortgage at the time named in said mortgage for the payment of the same and by reason of the non payment of state and county taxes levied on the mortgaged property which the mortgagor by the terms of said mortgage did covenant to pay.

That prior to the day of sale hereinafter mentioned your Vendor gave notice of the time, place, manner and terms of sale hereinafter mentioned by advertisement published in the Queen Anne's Record Observer, a newspaper published in Queen Anne's County aforesaid, and that said notice of said sale appeared in said paper on the following dates of issue of said paper, to wit: March 24, 1938, March 31, 1938, April 7, 1938, and April 14, 1938.

A copy of the notice of said sale as advertised duly certified to as to publication by the Publishers of said newspaper is filed with this report and attached thereto as part thereof.

That prior to the day of sale hereinafter mentioned your Vendor did file with the Clerk of this Court his bond to the State of Maryland in the penal sum of two thousand dollars, containing the condition required by the law of the State of Maryland for the foreclosure of said mortgage or the sale of the mortgaged property under the power of sale contained in said mortgage.

That on the day of sale hereinafter mentioned, to wit: April 19, 1938 this Vendor did, pursuant to the terms of said notice, attend in the town of Centerville, Queen Anne's County, Maryland in front of the Court House door at the hour of 2 o'clock, P. M. and in execution of the power and authority conferred upon him by said mortgage and because of the defaults mentioned offered at public sale all that farm or tract of land called or known as "The Shedrick Stansbury Land" situate, partly in the Second Election District and partly in the Sixth Election District of Queen Anne's County, Maryland on both sides of the public road leading from Clark's Corner to Ingleside containing 70 3/5 acres of land, more or less, and being the same land described in and conveyed by said mortgage and in further execution of said power of sale, did sell said property to H. Earl Smith, he being then and there the highest bidder for said property at and for the sum of seven hundred and seventy five dollars, (\$775.00).

The property mentioned was offered in the usual manner of public sales and sale cried and made through the medium of J. E. Anthony, acutioneer. The property was sold on the terms of sale mentioned and with these additional terms, to wit: That the purchaser would be required to bear the cost of title papers and revenue stamps required for the deed.

H. EARLE SMITH

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

I HEREBY CERTIFY that on this nineteenth day of April in the year nineteen hundred and thirty eight before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared H. Earl Smith, the Vendor named above, and he did make oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein stated to the best of his knowledge and belief, and that the sale therein mentioned was fairly made.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

FRANCES BUTLER  
NOTARY PUBLIC.

Notary  
Public  
Seal.

Filed April 19th, 1938.

CERTIFICATE OF PUBLICATION OF SALE  
Filed April 19, 1938.

MORTGAGE SALE  
-OF-  
SMALL FARM

Default having occurred in the terms of the mortgage given by Shedrick Stansbury to H. Earl Smith dated July 11, 1938 and recorded in Liber B. H. T. No. 8, on folio 254, a land record book of Queen Anne's County, the undersigned mortgagee in execution of the power of sale conferred on him by the mortgage will sell at public sale in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on TUESDAY, APRIL 19, 1938 At 2 o'clock, P. M.

All that farm or tract of land called or known as "The Shedrick Stansbury Land" situate partly in the Second Election District and partly in the Sixth Election District of Queen Anne's County, Maryland, on both sides of the public road leading from Clark's Corner to Ingleside, containing 70  $\frac{3}{5}$  acres of land, more or less. According to the mortgage the land is composed of two separate parcels but as they adjoin one another (separated only by the road) they will be sold as one tract. The land adjoins that of the Heirs of William J. Hutchins the Porter farm and the James Mathews Farm now owned by Miss Georgia Boyer. For further description see the mortgage.

TERMS OF SALE

A deposit equal to one-third of the purchase money will be required at the time of the sale and the balance of the purchase money can be paid in six and twelve months from the day of the sale or said balance can be paid on ratification of the sale as the purchaser may elect. All credit payments to bear interest from the day of sale and to be secured to the satisfaction of undersigned.

POSSESSION can be taken on ratification of sale.

H. EARL SMITH,  
Mortgagee.

Madison Brown, Attorney.  
J. E. Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. April 14, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale in the case of H. Earl Smith, Mortgagee, vs. Shedrick Stansbury, Mortgagor a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 24th day of March, 1938, being more than twenty days before the 19th day of April 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed April 19th, 1938.

N I S I

H. Earl Smith,  
Mortgagee,

VS

SHEDRICK STANSBURY, Mortgagor.

) IN THE CIRCUIT COURT  
)  
) FOR QUEEN ANNE'S COUNTY  
)  
) IN EQUITY.  
)  
)  
) CHANCERY No. 3165.

ORDERED, This 19th day of April A. D., 1938, that the sale of the real estate made and reported in this cause by H. Earl Smith, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of May next.

The Report states the amount of sales to be \$775.00

William H. Carter Clerk.

Filed April 19th, 1938.

CERTIFICATE OF PUBLICATION OF  
ORDER NISI  
Filed July 18, 1948.

N I S I

H. EARLE SMITH, Mortgagee  
vs.  
SHEDRICK STANSBURY, Mortgagor

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3165, Chy.

ORDERED, This nineteenth day of April, A. D., 1938, that the sale of the real estate made and reported in this cause by H. Earle Smith, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the twentieth 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 twentieth day of May next.

The Report states the amount of sales to be \$775.00.

WILLIAM H. CARTER, Clerk  
True Copy-  
Test:  
WILLIAM H. CARTER, Clerk.

Filed April 19th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 22, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of H. Earle Smith Mortgagee vs. Shedrick Stansbury Mortgagor a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 26th day of April, 1938, being more than four weeks before the 20th day of May, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Bertha G. Durney

ORDER OF COURT  
Filed July 18, 1938.

In the Circuit Court for Queen Anne's County.

H. Earl Smith,  
mortgagee,  
  
vs.  
  
Shadrick Stansbyr,  
Mortgagor.

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)  
)  
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)

Cause No. 3165.

ORDER OF COURT.

ORDERED on this 18th day of July, 1938, by the Circuit Court for Queen Anne's County, in Equity that the mortgaged sale of the real estate of Shadrick Stansbury made by H. Earl Smith as mortgagee under the mortgage described in the foregoing Report of Sale, which sale is set forth in said report, 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 nisi order passed in the above cause by the Clerk of the Court on April 19, 1938; and it is further ordered by said Court as follows, to wit:  
1- That Madison Brown, of Queen Anne's County, be and he is hereby appointed trustee without bond to convey the real estate sold according to the above mentioned Report of Sale to H. Earl Smith, who is at the sale both the purchaser and the vendor, on the payment of the purchase money.  
2- That the papers of the proceedings be and they are hereby referred to Richard T. Earle, Esq., as Special Auditor with instructions to him to state and return to this Court an audit between the proceeds of sale mentioned in said report and H. Earl Smith, the vendor. This reference is made necessary because Madison Brown, the regular auditor of the court, is the attorney conducting the above proceedings for H. Ear. Smith.

J. OWEN KNOTTS  
Judge.

Filed July 18th, 1938.

REPORT AND ACCOUNT OF THE  
SPECIAL AUDITOR.  
Filed Aug. 30, 1938.

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

H. Earl Smith,  
mortgagee,

vs.

Shadrick Stansbury,  
mortgagor.

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Cause No. 3165.

To the Honorable, the Judges of said Court:

The report of Richard T. Earle appointed by this Court as special auditor to state the annexed account or audit, unto Your Honors respectfully sets forth:-

That before proceeding to state the audit he took before the Clerk of this Court the oath required by him as such special auditor.

That the proceedings of this cause were instituted and have been conducted for the collection of a mortgage debt by sale of the mortgaged property under the mortgage filed in this cause and the proceeds of the sale are not sufficient to pay the costs incident to the sale and the mortgage indebtedness in full.

That in the within account the auditor has charged H. Earl Smith, mortgagee holding the mortgage mentioned at the time of the sale, with the gross proceeds of the sale made by him and then thereout has allowed as follows:  
To the said H. Earl Smith, vendor, his commissions for making the sale per terms of the mortgage, the Court costs of the cause per bill of costs of the Clerk, cost of advertising notice of sale and order nisi thereon in the county paper, the cost of advertising the order nisi to be passed as to this account, the cost of the vendor's affidavit to Report of Sale and Statement of Mortgage Debt, the charges of his auctioneer for crying the sale, and the fee of the auditor.  
The balance remaining after these allowances is distributed unto the the mortgagee in part payment of his mortgage claim.

The auditor appends herewith a statement showing the standing of the mortgage indebtedness between the mortgagee and mortgagor after application to the debt due on day of sale the net proceeds of this cause.

Which is respectfully submitted.

RICHARD T. EARLE  
Special Auditor.

August 27, 1938.

Cause No. 3165.

The proceeds of the sale of the mortgaged real estate of Shadrick Stansbury, mortgagor, in account with H. Earl Smith, mortgagee named in the mortgage filed in this cause and as such the vendor making the sale of this cause.

1938	GR.	
April		
19	By amount of the gross sale of the mortgaged real estate, per Report of Sale filed by the vendor, to wit: the sum of . . . . .	\$775.00

1938	DR.	
April		
19	To H. Earl Smith, the vendor, for his commissions for making the sale reported per terms of the mortgage mentioned, to wit: . . . . .	\$52.88
	To do., for the Court costs of this cause per statement of costs made by the Clerk of the Court, to wit:	
	Costs of Wm. H. Carter, clerk, . . . . .	\$18.75
	Appearance fee of Madison Brown, plaintiff's attorney . . . . .	10.00      28.75
	To do., for the cost of advertising in The Queen Anne's Record-Observer, county newspaper, notice of the sale and the order nisi on the sale as per account of the publishers of said paper received, appears, to wit: . . . . .	38.75
	To do., for cost of advertising the order nisi to be passed as to this audit, the sum of . . . . .	3.50

To do., for the cost of his affidavit to the Report of Sale and Statement of Mortgage Debt filed in this cause, to wit: . . . . . .50

To do., for the amount paid J. E. Anthony, his auctioneer, for crying the sale mentioned per report for same appears, to wit: . . . . . 5.00

To Richard T. Earle, special auditor, for stating this audit, the sum of . . . . . 9.00

\$138.38

To H. Earl Smith, the mortgagee, in part payment of his claim under the mortgage filed in this cause (see statement of mortgage debt filed) this balance, net proceeds of sale, to wit: . . . . . 636.62

\$775.00      \$775.00

August 27, 1938

RICHARD T. EARLE  
Special Auditor.

Cause No. 3165.

Statement of the Mortgage Debt.

Shadrick Stansbury, mortgagor making the mortgage filed in the above cause,

to

H. Earl Smith, mortgagee named in said mortgage,

DR.

1938  
April  
19

To amount of the mortgage indebtedness due by said mortgagor under said mortgage on this date, day of sale, per Statement of Mortgage Debt filed, to wit: . . . . . \$696.93

CR.

By amount distributed to the mortgagee on account of said debt by the within and foregoing audit, to wit: . . . . . 636.62

DR.

To balance due by said mortgagor to said mortgagee under the terms of said mortgage, to wit: . . . . . \$ 60.31  
This balance bears interest from April 19, 1938.

August 27, 1938.

RICHARD T. EARLE  
Special Auditor.

Filed Aug. 30th, 1938.

NISI RATIFICATION OF AUDIT

H. Earl Smith, mortgagee, )  
VS. ) IN THE CIRCUIT COURT  
Shadrick Stansbury, ) FOR QUEEN ANNE'S COUNTY  
Mortgagor. ) IN EQUITY.  
) CASE No. 3165.

ORDERED, This 30th day of August in the year nineteen hundred and 38 that the Report and Account filed in these proceedings by Richard T. Earle, Special, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of September, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of September, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed August 30th, 1938.







CAUSE NO. 3168.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eighteenth day of May, in the year nineteen hundred and thirty eight, the following Order to Docket Suit was filed for record, to wit:-

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

ROY W. PHILLIPS and  
MYRNA PHILLIPS, his wife,  
Mortgagors.

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

Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from Roy W. Phillips and Myrna Phillips, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 12th day of February, 1921, and of the assignment thereof from said body corporate to William R. Horney, bearing date the 17th day of May, 1938, said mortgage and assignment being recorded in Liber J. F. R. No. 6, folios 350, etc., a land record book for Queen Anne's County, State of Maryland.

This suit to be docketed as aforesaid, is for the foreclosure of the above described mortgage under the power of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

And as in duty bound, etc.,

WM. R. HORNEY  
Assignee of Mortgage.

Filed May 18th, 1938.

CERTIFIED COPY OF MORTGAGE  
Filed May 18, 1938.

.....

#8433.

QUEEN ANNE'S COUNTY, TO

WIT: Be it remembered that on the fourteenth day of February in the year nineteen hundred and twenty one, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this twelfth day of February in the year nineteen hundred and twenty-one, by Roy W. Phillips and Myrna Phillips his wife, of Queen Annes County, in the State of Maryland.

WHEREAS, the body corporate, The Sudlersville Bank of Maryland has loaned and advanced unto the said Roy W. Phillips and Myrna Phillips, his wife, the full sum of Six Thousand Four Hundred Dollars which has been applied to the payment of purchase money for the real estate hereinafter described and conveyed; and whereas the said Roy W. Phillips and Myrna Phillips, his wife, have drawn and passed unto the said body corporate their promissory note in the sum of \_\_\_\_\_ Dollars bearing date the 12th day of February in the year 1921 and payable to the order of said body corporate six months after its date at the banking house of said body corporate to net said sum of Six Thousand Four Hundred Dollars and have agreed that this Mortgage should be executed to secure the payment of said note and of any and all renewals thereof, including renewals of renewals, whether the renewals be in part or as a whole of the original or any renewal or part renewal note.

Now, therefore, This Mortgage Witnesseth That, for and in consideration of the premises and of the sum of One Dollar the said Roy W. Phillips and Myrna Phillips, his wife, do hereby grant and convey unto the said body corporate, The Sudlersville Bank of Maryland, its successors and assigns, in fee simple, the following real estate, to wit:

All that tract of land or farm called or known as "Plain Dealing", "Wright's Reserve", "Bennet's Chance", "The Jesse Phillips Farm", situate, lying and being in the First Election District of Queen Annes County, State of Maryland, on the left hand side of the public road leading from Ingleside to Barclay, adjoining the lands of Mrs. C. H. R. Merrick or the heirs of the late C. H. R. Merrick, on the south the lands of Howard Wilson on the north and the land of Mrs. Mattie Roe on the east, containing two hundred and thirty-four acres, two roods and three perches of land, more or less, described and conveyed in the deed to the said Roy W. Phillips and Myrna Phillips, his wife, from Annie L. Phillips and others dated January 18th, in the year nineteen hundred and twenty-one and in the deed to Roy W. Phillips and Myrna Phillips, his wife, from Bert Phillips dated the 12th day of February in the

year nineteen hundred and twenty-one, both of which deeds are intended to be recorded among the land record books for Queen Annes County, Maryland immediately preceding this Mortgage and to which said deeds and the references therein contained reference is hereby specially made.

TOGETHER with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, and the building 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 Roy W. Phillips and Myrna Phillips, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said body corporate, The Sudlersville Bank of Maryland, its successors or assigns, the aforesaid sum of \_\_\_\_\_ Dollars, as represented by the aforesaid promissory note and any and all renewals thereof, including renewals of renewals, whether as a whole or as a part of the original or any renewal or part renewal note, and all interest to accrue thereon, 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 their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Roy W. Phillips and Myrna Phillips, his wife, their heirs and assigns, shall possess said property.

AND the said Roy W. Phillips and Myrna Phillips, his wife, jointly and severally, for themselves and each of them and for their and each of 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 at least the insurable value thereof, in some Company or Companies approved by the said body corporate, The Sudlersville Bank of Maryland its successors, 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 its successors 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 body corporate The Sudlersville Bank of Maryland, its successors, or assigns, or THOMAS J. KEATING 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 Annes County, 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, 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 Roy W. Phillips and Myrna Phillips, his wife 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 the said body corporate The Sudlersville Bank of Maryland, its successors or assigns, or THOMAS J. KEATING 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 Annes County, in Equity, and which said costs, expenses and commissions the said Roy W. Phillips and Myrna Phillips, his wife, jointly and severally for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the Grantors.

Test:

E. H. GILLESPIE

ROY W. PHILLIPS (SEAL)

MYRNA PHILLIPS (SEAL)

State of Maryland,  
Queen Annes County, to wit:

I hereby certify that on this 12th day of February in the year nineteen hundred and twenty-one, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Annes County, duly commissioned and qualified, personally appeared Roy W. Phillips and Myrna Phillips, his wife, and did each acknowledge the foregoing Mortgage to be their respective act and deed.

And at the same time before me also personally appeared W. Otho Thomas, President of the body corporate, The Sudlersville Bank of Maryland, the within named Mortgagee, and the Agent of said 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.

And the said W. Otho Thomas at the same time before me also further made oath in due form of law that he is the duly authorized agent of the Mortgagee, the Sudlersville Bank of Maryland, to make the oath as to the consideration stated in the foregoing Mortgage.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year last above written.

JOHN F. STOKES  
Notary Public.

Notary  
Public  
Seal.

Queen Anne's County, to wit: Be it remembered that on the Eighteenth day of April, in the year nineteen hundred and thirty eight, the following Assignment was filed for record, to wit:

For value Received, The Sudlersville Bank of Maryland, a body corporate, does hereby assign the within and foregoing Mortgage unto William R. Horney, for the purpose of collection by foreclosure or otherwise.

Witness the hand of the said body corporate by Dudley G. Roe, its President, attested by and its seal affixed by John F. Stokes, its Cashier, this 17th day of May, 1938:

THE SUDLERSVILLE BANK OF MARYLAND,

ATTEST:

BY DUDLEY G. ROE  
President.

JOHN F. STOKES  
Cashier

Corporate  
Seal's  
Place.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J. F. R. No. 6, folios 350, etc., 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 this 18th day of May, in the year nineteen hundred and thirty eight.

Seal's  
Place.

WILLIAM H. CARTER Clerk.

CERTIFIED COPY OF BOND  
Filed June 7, 1938.

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

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, 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 Six Thousand Dollars (\$6,000.00), current 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 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 7th day of June, 1938;

WHEREAS, a certain mortgage from Roy W. Phillips and Myrna Phillips, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 12th day of February, 1921, and recorded in Liber J. F. R. No. 6, folios 350, etc., a land record book for Queen Anne's County aforesaid, was by the said body corporate, The Sudlersville Bank of Maryland, duly assigned to the said William R. Horney, by assignment bearing date the 17th day of May, 1938, and recorded among the said land records at the foot of said mortgage;

AND WHEREAS, the above bounden William R. Horney, as the Assignee as aforesaid of the above described mortgage is about to execute the power of sale contained in the said above described 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 and the interest thereon covenanted to be paid 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 William R. Horney, 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:

HILDA T. SEWARD

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WM. R. HORNEY (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY,

by WM. R. HORNEY  
Its Attorney-in-Fact. Corporate Seal's Place.

ATTEST: HILDA T. SEWARD

And on the back of the foregoing Bond was thus endorsed, to wit:

Security approved and Bond Filed June 7th, 1938

William H. Carter Clerk.

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

I hereby certify that the foregoing is truly taken and copied from the Original Bond filed in this Office June 7, 1938, and now remaining in this office.

Seal's Place.

In testimony whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this seventh day of June, in the year nineteen-hundred and thirty eight.

WILLIAM H. CARTER Clerk

REPORT OF SALE  
Filed June 11, 1938.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

ROY W. PHILLIPS and  
MYRNA PHILLIPS, his wife,  
Mortgagors.

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

Cause No. 3168.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgage from Roy W. Phillips and Myrna Phillips, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 12th day of February, 1921, and recorded in Liber J. F. R. No. 6, folios 350, etc., a land record book for Queen Anne's County, State of Maryland, respectfully shows:

1. That said mortgage was duly assigned by the said body corporate, The Sudlersville Bank of Maryland, unto the said William R. Horney, for the purpose of collection by foreclosure or otherwise by assignment bearing date the 17th day of May, 1938, and recorded among said land records at the foot of said mortgage.

2. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debt secured by said mortgage and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

3. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after giving notice of the time, place and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, said Assignee, did, pursuant to said notice, attend in front of the banking house of The Sudlersville Bank of Maryland, in the town of Sudlersville, Queen Anne's County, State of Maryland, in the town of Sudlersville, Queen Anne's County, State of Maryland, on Friday, the 10th day of June, 1938, beginning at the hour of 1:30 o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, proceed to sell the mortgaged property in manner following, that is to say:

Said Assignee offered at public sale to the highest bidder the property granted and conveyed by said mortgage and described as follows, to wit:

All that tract of land or farm, called or known as "Plain Dealing", "Wright's Reserve", "Bennett's Chance", "The Jesse Phillips Farm", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Ingleside to Barclay, adjoining the lands of (or formerly of) the heirs of the late C. H. R. Merrick on the south, the lands of Howard Wilson on the north and the lands of Mattie Roe on the east, containing 234 acres, 2 roods and 3 perches of land, more or less.

And said Assignee sold the above described property to the said body corporate, The Sudlersville Bank of Maryland, at and for the sum of Four Thousand Dollars (\$4,000.00), it being at that sum the highest bidder therefor, the terms of sale, (in addition to those advertised as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), being as follows, to wit:

(a) That possession would be given upon the final ratification of the sale by the Court, subject to the right of the present owner to remain on the mortgaged premises as a tenant until the end of the current year;

(b) That the purchaser would be entitled to receive a landlord's share or one-half of all crops belonging to the said mortgagors and now growing or to be grown on said tract of land or farm during the current year.

(c) That all taxes of whatsoever kind and nature for the current year 1937 would be payable by the purchaser; and that all taxes due and in arrears, if any, would be payable by the Assignee;

(d) That the premium on the fire insurance policy on the buildings would be adjusted as of the day of sale;

(e) That the cost of all title papers and other expenses incident to the transfer of the mortgaged property to the purchaser, including revenue and recordation stamps and notary and recording fees, costs and charges, would be payable by the purchaser.

4. That the said purchaser, being the equitable owner of the proceeds of said sale, has agreed to pay all costs and expenses incident to said sale and such taxes that may be due and in arrears, if any, upon demand by the said Assignee.

Respectfully submitted,

WM. R. HORNEY  
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 11th day of June, 1938, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of the mortgage mentioned and described in the foregoing Report of Sale, and made oath, in due form of law, that the matters and things stated in the said foregoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WILLIAM H. CARTER  
Clerk.

Filed June 11th, 1938.

CERTIFICATE OF PUBLICATION OF SALE  
Filed June 11, 1938.

ASSIGNEE'S SALE  
-OF A-  
VALUABLE FARM

Default having occurred in the terms of the mortgage from Roy W. Phillips and Myrna Phillips, his wife, to The Sudlersville Bank of Maryland, a body corporate, dated February 12th, 1931, and recorded in Liber J. F. R. No. 6, folios 350, etc., a land record book for Queen Anne's County, Maryland, and assigned by said body corporate to William R. Horney by assignment dated May 17th, 1938, the undersigned, assignee of said mortgage as aforesaid, by virtue of the power of sale contained in said mortgage, will sell at public sale to the highest bidder, in front of the banking house of said Sudlersville Bank in the town of Sudlersville, Queen Anne's County, Maryland, on FRIDAY, JUNE 10, 1938 beginning at the hour of 1:30 O'clock P. M., the real estate conveyed by said mortgage, consisting of:

ALL that tract of land or farm, called or known as "Plain Dealing", "Wright's Reserve", "Bennett's Chance", "The Jesse Phillips Farm", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Ingleside to Barclay, adjoining the lands of (or formerly of) the heirs of the late C. H. R. Merrick on the south, the lands of Howard Wilson on the north and the lands of Mattie Roe on the east, containing 234 acres, 2 roods and 3 perches of land, more or less.

The improvements consist of a two-story frame dwelling, two barns, granary and other necessary outbuildings in a good state of repair.

TERMS OF SALE: One-third of the purchase money will be required on day of sale, and the balance will be required in two equal installments, payable, respectively, in six and twelve months from day of sale, or all cash, at option of purchaser, all credit payments, if any, to bear interest from day of sale, and to be secured to satisfaction of the undersigned. Further particulars will be made known on day of sale.

WILLIAM R. HORNEY,  
Assignee of Mortgage.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 11th, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignee's sale in the case of William R. Horney, Assignee of Mortgage vs. Roy W. Phillips and Myrna Phillips his wife a true copy of which is here-to annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 19th day of May, 1938, being more than twenty days before the 10th day of June 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed June 11th, 1938.

N I S I

William R. Horney,  
Assignee of Mortgage

VS.

Roy W. Phillips and  
Myrna Phillips, his wife,  
Mortgagors.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY.

) CHANCERY No. 3168.  
)

ORDERED, This 11th day of June, A. D., 1938, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of August 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 18th day of July next.

The Report states the amount of sales to be \$4000.00.

WILLIAM H. CARTER Clerk.

Filed June 11th, 1938.

STATEMENT OF MORTGAGE DEBT  
 Filed August 8, 1938.

WILLIAM R. HORNEY,  
 Assignee of Mortgage,  
 vs.

ROY W. PHILLIPS and  
 MYRNA PHILLIPS, his wife,  
 Mortgagors.

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

Cause No. 3168.

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage debt due and owing as of the day of sale under the mortgage from Roy W. Phillips and Myrna Phillips, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 12th day of February, 1921, and recorded in Liber J. F. R. No. 6, folios 350, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned to the said William R. Horney for the purpose of collection by foreclosure or otherwise:

Amount of the principal mortgage debt secured by said mortgage attached hereto as appears from the mortgage note also attached hereto,-----\$ 6,000.00

Amount of interest due thereon from February 11th, 1938, (the due date of said principal mortgage note), to June 10th, 1938, (the date of the sale of the mortgaged property),----- 119.00

\$6,119.00

Plus fire insurance premium on the buildings on the mortgaged property due January 17th, 1938,-----\$ 23.79

Less proportionate part of said premium payable by the purchaser in accordance with the terms of sale,----- 13.87      9.92

Total amount of mortgage debt as of the 10th day of June, 1938, (the said day of sale),-----\$6,128.92

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

I HEREBY CERTIFY that on this 8th day of August, 1938, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of Mortgage, and made oath, in due form of law, that the foregoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

WM. H. CARTER  
 Clerk.

Filed Aug. 8th, 1938.

CERTIFICATE OF PUBLICATION  
 OF ORDER NISI  
 Filed August 20, 1938.

N I S I  
 WILLIAM R. HORNEY,  
 Assignee of Mortgage  
 vs.  
 ROY W. PHILLIPS  
 and MYRA PHILLIPS, his wife  
 Mortgagors

In the Circuit Court for Queen Anne's County, in Equity.      Chancery No. 3168.

ORDERED, This 11th day of June A. D., 1938, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee, of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of August 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 18th day of July next.



The Report states the amount of sales to be \$4,000.00.

WILLIAM H. CARTER, Clerk.  
True Copy-  
Test:  
WILLIAM H. CARTER, Clerk  
Filed June 11th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. August 20, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney, Assignee of Mortgage vs. Roy W. Phillips and Myra Phillips his wife mortgagors a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 16th day of June, 1938, being more than four weeks before the 18th day of July, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed Sept. 3, 1938.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

ROY W. PHILLIPS,  
MYRNA PHILLIPS, his wife,  
Mortgagors.

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

Cause No. 3168.

FINAL ORDER OF RATIFICATION

ORDERED, this 2nd. day of September, 1938, 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 William R. Horney, Assignee of Mortgage, and reported in this 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 duly given as required by the preceding order nisi heretofore passed in this cause; and the said William R. Horney, Assignee as aforesaid, is allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOS. J. KEATING

Filed Sept. 3rd, 1938.

REPORT AND ACCOUNT OF  
THE AUDITOR  
Filed October 12, 1938.

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

William R. Horney,  
Assignee of Mortgage,

vs.

Roy W. Phillips and  
Myrna Phillips, his wife.

Cause No. 3168.

To the Honorable, the Judges of said Court:

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

That the mortgage described in this cause was assigned unto William R. Horney and he as such assignee made sale of the mortgaged property for the purpose of collecting the mortgage debt named in the mortgage. The report of the sale made by him and reported in this cause did not sell for enough to pay the mortgage debt in full.

In the within account stated by the auditor the said vendor has been charged with the amount of the sale made by him and then the auditor has allowed thereout as follows:

Unto said vendor his commissions for making the sale and the costs of the sale, including costs of advertisement of sale, several orders nisi of the sale and the auctioneer's charges, and the fee of the auditor. The balance of the amount so charged to the vendor remaining after the allowances mentioned is distributed unto the said assignee on account of the mortgage debt.

The auditor has stated an additional account showing the amount due by the mortgagors to the assignee on the day of the sale, but after the application to the mortgage debt of the amount distributed unto the assignee above mentioned.

Which is respectfully submitted.

MADISON BROWN  
Auditor.

October 12, 1938.

Cause No. 3168.

The proceeds of the sale of the mortgaged real estate of Roy W. Phillips and Myrna Phillips, his wife, the parties making the mortgage filed in this cause, in account with William R. Horney, the assignee of said mortgage and as such the vendor making the sale of this cause under said mortgage.

1938	CR.	
June 10	By amount of the gross mortgage sale of this cause per report of said vendor filed herein, to wit: . . . . .	\$4,000.00
1938	DR.	
June 10	To William R. Horney, vendor as aforesaid, for his commissions for making the sale, per terms of said mortgage, the sum of . . . . .	\$205.00
	To do., for the court costs of this cause, per bill of costs made by the Court's Clerk, as follows: Costs of said Clerk . . . . . \$18.75 Appear. fee of plaintiff's attorney 10.00 a total of . . . . . \$28.75	28.75
	To do., for the costs of his bond filed in this cause paid to the corporate surety thereon, per receipted account for same exhibited, the sum of	24.00
	To do., for amount paid J.E. Anthony, auctioneer, for crying the sale made, per his receipted for same exhibited, the sum of . . . . .	10.00
	To do., for costs of advertising notice of sale, \$33.75, and order nisi thereon, \$5.00, due to Queen Anne's Record-Observer Publishing Co. per account for same exhibited, the sum of . . . . .	38.75
	To do., for costs of advertising the order nisi to be passed as to this audit, the sum of . . . . .	3.50
	To Madison Brown, auditor, for stating this audit, the sum of . . . . .	9.00
		\$319.00
	To William R. Horney, assignee of said mortgage, in part payment of the mortgage debt due on the day of sale, this balance, to wit: . . . . .	3,681.00
		\$4,000.00 \$4,000.00

October 12, 1938.

MADISON BROWN,  
Auditor.

Cause No. 3168.

Statement of Mortgage Debt After the Sale.

Roy W. Phillips and Myrna Phillips, his wife, as mortgagors making the mortgage filed in this cause,

to William R. Horney, assignee of said mortgage,

DR.

1938 June 10

DR.

To amount of the mortgage debt due on this date, day of sale, but prior to the time of sale, per statement filed August 8, 1938, to wit: . . . . . \$6,128.92

CR.

By amount distributed thereto by this account . . . . . 3,681.00

DR.

To balance due by them bearing interest from this date, June 10, 1938, to wit: . . . . . \$2,447.92

October 12, 1938

MADISON BROWN Auditor.

Filed October 12th, 1938.

NISI RATIFICATION OF AUDIT

William R. Horney, Assignee of Mortgage,

VS.

Roy W. Phillips and Myrna Phillips, his wife.

) IN THE CIRCUIT COURT )
) FOR QUEEN ANNE'S COUNTY )
) IN EQUITY )
) CASE No. 3168. )

ORDERED, This 12th day of October in the year nineteen hundred and thirty-eight 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 4th day of November, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of October, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed October 12th, 1938.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT Filed Nov. 5, 1938.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY, Assignee of Mortgage

vs.

ROY W. PHILLIPS and MYRNA PHILLIPS, his wife.

In the Circuit Court for Queen Anne's County, in Equity. Cause No. 3168.

ORDERED, That 12th day of October in the year nineteen hundred and thirty-eight, 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 4th day of November, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of October, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.  
 True Copy-  
 Test:  
 WILLIAM H. CARTER, Clerk  
 Filed October 12th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. November 5, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee vs. Roy W. Phillips and Myrna Phillips, his wife a true copy of which is hereto annexed, was inserted in the Queen Anne's Record-Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 13th day of October, 1938, being more than two weeks before the 28th day of October, 1938.

THE QUEEN ANNE'S-RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
 Filed Nov. 7, 1938.

FINAL RATIFICATION OF AUDIT

ORDERED, this 7th day of November, 1938, 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 as directed by the previous Order of Ratification Nisi passed thereon in this cause; and the Assignee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

THOS. J. KEATING

Filed Nov. 7, 1938.

CAUSE No. 3166

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-ninth day of April, in the year nineteen hundred and thirty eight, the following Order to Docket Suit was filed for record, to wit:-

THOMAS J. KEATING, JR., Attorney named in Mortgages,	0	IN THE CIRCUIT COURT FOR
	0	QUEEN ANNE'S COUNTY,
versus	0	IN EQUITY.
JOHN F. JACKSON AND FLORENCE M. JACKSON, Mortgagors.	0	

To William H. Carter, Clerk:

You will please docket suit as per the above titling for foreclosure of the two pari passu Mortgages dated July 18, 1935, one being from John F. Jackson and Florence M. Jackson, his wife to Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees of Hiram G. Dudley, deceased, recorded in Liber W H. C #1-A, folio 439, etc., a Land Record Book for Queen Anne's County, and the other being from John F. Jackson and Florence M. Jackson, his wife, to Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees of the estate of Mary O. Dudley, recorded in Liber W H C #1-A, folio 442, etc., a Land Record Book for Queen Anne's County, make certified copies of said Mortgages and file same in this cause, default having occurred in the terms and covenants of both of said Mortgages.

THOS. J. KEATING JR.  
ATTORNEY NAMED IN MORTGAGES.

CERTIFIED COPY OF MORTGAGE  
Filed April 29, 1938.

.....  
#17,187. QUEEN ANNE'S COUNTY, T O  
W I T: Be it remembered that on the Eighteenth day of July, in the year nine-  
teen hundred and thirty five, the following Mortgage was brought to be recorded,  
to wit:-

THIS MORTGAGE, made this 18th day of July, in the year  
nineteen hundred and thirty-five, by John F. Jackson and Florence M. Jackson,  
his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said John F. Jackson and Florence M. Jack-  
son, his wife, are justly indebted unto Frank S. Dudley, Hiram G. Dudley, Jr.,  
and Thomas J. Keating, Executors and Trustees of Hiram G. Dudley, deceased, in  
the full and just sum of four thousand dollars, (\$4,000.00), as represented by  
their promissory note bearing even date herewith, and payable one year after date  
at The Centreville National Bank of Maryland, with interest from date at the rate  
of 6% per annum, payable semi annually, for money loaned and advanced unto the  
said John F. Jackson and Florence M. Jackson, his wife, by said Executors and  
Trustees pursuant to an order of the Circuit Court of Baltimore City passed on  
the twenty-eighth day of June, nineteen hundred and thirty-five.

AND WHEREAS, it was a condition precedent to making  
said loan that same was to be secured by the execution and delivery of this mort-  
gage, which, at the same time, it was agreed should stand pari passu, or on an  
equal footing, with another mortgage bearing even date herewith for the like  
sum of four thousand dollars, (\$4,000.00), and to be given by the said John F.  
Jackson and Florence M. Jackson, his wife, unto the Trustees of the estate of  
Mary O. Dudley.

NOW, THEREFORE, in consideration of the premises and the  
sum of one dollar, receipt of which is hereby acknowledged, the said John F. Jack-  
son and Florence M. Jackson, his wife, do hereby grant and convey unto Frank S.  
Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees of  
Hiram G. Dudley, deceased, the survivors or survivor of them, their successors  
in the trust, and their assigns, in fee simple, all the following described real  
estate, to-wit:

PARCEL NO. 1. All that tract or farm, known as "Steven's  
Delight", or "The Ringgold Farm", or by whatsoever other name or names the same  
may be called or known, situate adjoining the village of Stevensville, on Kent  
Island in the Fourth Election District of Queen Anne's County, Maryland, on a  
branch of Cox's Creek, on the right or North side of the public road leading into  
Stevensville From Chester, and also on the right or East side of the new road or  
right of way laid off from this farm and separating the farm from that part  
thereof heretofore laid off into building lots adjoining Stevensville Station to  
Love Point, adjoining the Canary property and the M. D. & V. Railway property,

and which Cannary property and railway property divides the property now being described into two parts or parcels, also adjoining the lot of W. J. T. Stevens immediately in front of the Stevensville Station, also adjoining the farm of Welfred Carter and the Lowery Farm, and adjoining also the lot of William Kirby, Daniel Smith, Charles Heath, Jeane Cromwell and others, which said lots, Cannary property and railway property were originally part of said farm, and which said farm now contains one hundred and eighty-five (185) acres of land, more or less, and being the same and all the land described in a deed from the Queen Anne's National Bank of Centreville, a body corporate, to John Fountain Jackson and wife dated July third, nineteen hundred and twenty-two, and recorded in Liber J. F. R. No. 9 folios 129 &c., a land record book for Queen Anne's County.

PARCEL No. 2. ALL those lots or tracts of land situate, lying and being in the fourth Election District of Queen Anne's County, Maryland, adjoining the village of Stevensville on Kent Island on the East side of the new road running from the Stevensville-Centreville road to the railroad station and separating lots as laid down in a subdivision of Mrs. J. B. Bright's property in Stevensville, said lots being 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, and lots 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, and 233, as laid down and described on the plat of the subdivision of Mrs. J. B. Bright's property in Stevensville, Maryland, on the fifth day of September, in the year nineteen hundred and twelve, by F. E. Schepfe and recorded in Liber W. F. W. No. 7 folio 333, a land record book for Queen Anne's County, and being also a part of the land conveyed to the said Queen Anne's National Bank of Centreville, Maryland, by Charles E. Rucker and wife, by deed dated August first, nineteen hundred and twenty-three, and recorded in Liber J. F. R. No. 11 folio 324, a land record book for Queen Anne's County, to which said plat and deed and the references therein contained, reference is hereby made for a more full and perfect description of the land hereby conveyed, and is the same and all of the land described in the deed from the Queen Anne's National Bank to the said John F. Jackson and Florence M. Jackson, his wife, dated February twenty-third, in the year nineteen hundred and twenty-four, and recorded in Liber B. H. T. No. 1 folios 316 &c., a land record book for Queen Anne's County.

PARCEL No. 3. ALL that lot or parcel of land situate, lying and being on Kent Island, in The Fourth Election District of Queen Anne's County, State of Maryland, and being a part of the farm known as "Steven's Delight", or the "Ringgold Farm", and being all that part of the said farm, (with the exception of the Cromwell lot excepted in the deed hereinafter referred to), situate, lying and being on the right hand side of the public road leading from Stevensville Station to Love Point, and north of the railroad tracks of the Maryland, Delaware and Virginia Railroad Company, and adjoining the lots of W. J. T. Stevens, immediately in front of the Stevensville Station, also adjoining the farm of Welfred Carter, and the Lowery Farm, and the lots of William Kirby, Daniel Smith, Charles Heath, Jeane Cromwell and others, and is supposed to contain seventy (70) acres of land, more or less, and being the same land as that described in the deed from George F. Rapp and Elizabeth L. Rapp, his wife, to John F. Jackson and Florence M. Jackson, his wife, by deed dated July twenty-seventh, in the year nineteen hundred and twenty-nine, and recorded in Liber B. H. T. No. 10 folios 46 &c., a land record book for Queen Anne's County.

SAVE AND EXCEPTING a right of way across the aforesaid land which was granted and conveyed unto William Welfred Carter by John F. Jackson and Florence M. Jackson, his wife, by deed dated April twelfth, nineteen hundred and twenty-six, and recorded in Liber B. H. T. No. 6 folios 308 &c., a land record book for Queen Anne's County.

ALL of the above described three parcels of land are now embraced in or operated as one farm.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

PROVIDED, that if the said John F. Jackson and Florence M. Jackson, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees of Hiram G. Dudley, deceased, their successors executors, administrators or assigns, the aforesaid sum of four thousand dollars, (\$4,000.00), 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 any of the covenants of this mortgage the said John F. Jackson and Florence M. Jackson, his wife, their heirs and assigns, shall possess said property.

AND the said John F. Jackson and Florence M. Jackson, his wife, their heirs, executors, administrators and assigns, hereby covenant to and with the mortgagees their personal representatives, or assigns, 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 Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors, and Trustees of Hiram G. Dudley, deceased, their 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 mortgagees, Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees, their 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 monies owing hereunder or secured hereby shall be due and demandable and the said Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees, their successors executors, administrators or assigns, or THOMAS J. KEATING, JR., 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 the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall determine, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person or persons 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 monies owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not; and third, the balance to John F. Jackson and Florence M. Jackson or the person or persons then entitled to the same.

AND it is hereby agreed that, in the event of a sale of any part of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property sold at the time of sale shall pass to the purchaser of said property.

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 Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees of Hiram G. Dudley, deceased, their executors, administrators, successors or assigns, or the said THOMAS J. KEATING, JR., 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 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 John F. Jackson and Florence M. Jackson, his wife, their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS our hands and seals the day and year herein first above written.

Witness as to John F.  
Jackson:

VERNA CROWL

JOHN J. JACKSON (SEAL)

FLORENCE M. JACKSON (SEAL)

Witness as to Florence M.  
Jackson:

VERNA CROWL

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 thirty five, before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared John F. Jackson and Florence M. Jackson, his wife, and did each acknowledge the within and foregoing mortgage to be their respective act and deed, and at the same time, also personally appeared, before me, Thomas J. Keating, Jr., Agent of the Trustees of the estate of Hiram G. Dudley, deceased, and made oath in due form of law that the consideration stated in the within and foregoing mortgage was true and bona-fide as therein set forth, and that he is their duly authorized Agent to make this affidavit.

In testimony whereof, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

VERNA CROWL  
Notary Public.

Notary  
Public  
Seal.

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. 1A, folios 439, etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 29th day of April, in the year nineteen hundred and thirty eight.

Seal's  
Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF MORTGAGE  
Filed April 29, 1938.

.....

#17,188. 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 on the Eighteenth day of July, in the year nineteen hundred and thirty five, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 18th day of July, in the year nineteen hundred and thirty-five, by John F. Jackson and Florence M. Jackson, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said John F. Jackson and Florence M. Jackson, his wife, are justly indebted unto Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees of the estate of Mary O. Dudley, in the full and just sum of four thousand dollars, (\$4,000.00), as represented by their promissory note bearing even date herewith and payable one year after date at The Centreville National Bank of Maryland, with interest from date at the rate of 6% per annum, payable semi annually, for money loaned and advanced unto the said John F. Jackson and Florence M. Jackson, his wife, by said Trustees pursuant to an order of the Circuit Court of Baltimore City passed on the twenty-eighth day of June, nineteen hundred and thirty-five.

AND WHEREAS, it was a condition precedent to making said loan that same was to be secured by the execution and delivery of this mortgage which, at the same time, it was agreed should stand pari passu, or on an equal footing, with another mortgage bearing even date herewith for the like sum of four thousand dollars (\$4,000.00), and to be given by the said John F. Jackson and Florence M. Jackson, his wife, unto the Trustees of the estate of Hiram G. Dudley, deceased.

NOW, THEREFORE, in consideration of the premises, and the sum of one dollar, receipt of which is hereby acknowledged, the said John F. Jackson and Florence M. Jackson, his wife, do hereby grant and convey unto Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees of the estate of Mary O. Dudley, the survivors or survivor of them, their successors in the trust, and their assigns, in fee simple, all the following described real estate, to-wit:

PARCEL No. 1. ALL that tract or farm, known as "Steven's Delight", or "The Ringgold Farm", or by whatsoever other name or names the same may be called or known, situate adjoining the village of Stevensville, on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, on a branch of Cox's Creek, on the right or North side of the public road leading into Stevensville from Chester, and also on the right or East side of the new road or right of way laid off from this farm and separating the farm from that part thereof heretofore laid off into building lots adjoining Stevensville, and also on the right or East side of the road leading from Stevensville Station to Love Point, adjoining the Cannary property and the M. D. & V. Railway property, and which Cannary property and railway property divides the property now being described into two parts or parcels, also adjoining the lot of W. J. T. Stevens immediately in front of the Stevensville Station, also adjoining the farm of Welfred Carter and the Lowery Farm and adjoining also the lots of William Kirby, Daniel Smith, Charles Heath, Jeane Cromwell and others, which said lots, Cannary property and railway property were originally part of said farm, and which said farm now contains one hundred and eighty-five (185) acres of land, more or less, and being the same and all the land described in a deed from the Queen Anne's National Bank of Centreville, a body corporate, to John Fountain Jackson and wife dated July third, nineteen hundred and twenty-two, and recorded in Liber J. F. R. No. 9, folios 129 &c., a land record book for Queen Anne's County.

PARCEL No. 2. ALL those lots or tracts of land situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, adjoining the village of Stevensville on Kent Island on the East side of the New road running from the Stevensville-Centreville road to the railroad Station and separating lots as laid down in a subdivision of Mrs. J. B. Bright's property in Stevensville, said lots being 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, and lots 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, and 233, as laid down and described on the plat of the subdivision



of Mrs. J. B. Bright's property in Stevensville, Maryland, on the fifth day of September, in the year nineteen hundred and twelve, by F. E. Schnepfe and recorded in Liber W. F. W. No. 7, folio 333, a land record book for Queen Anne's County, and being also a part of the land conveyed to the said Queen Anne's National Bank of Centreville, Maryland, by Charles E. Tucker and wife, by deed dated August first, nineteen hundred and twenty-three, and recorded in Liber J. F. R. No. 11 folio 324, a land record book for Queen Anne's County, to which said plat and deed and the references therein contained, reference is hereby made for a more full and perfect description of the land hereby conveyed, and is the same and all of the land described in the deed from the Queen Anne's National Bank to the said John F. Jackson and Florence M. Jackson, his wife, dated February twenty-third, in the year nineteen hundred and twenty-four, and recorded in Liber B. H. T. No. 1 folios 316 &c., a land record book for Queen Anne's County.

PARCEL No. 3. ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, and being a part of the farm known as "Steven's Delight", or the "Ringgold Farm", and being all that part of the said farm, (with the exception of the Cromwell lot excepted in the deed hereinafter referred to), situate, lying and being on the right hand side of the public road leading from Stevensville Station to Love Point, and north of the railroad tracks of the Maryland, Delaware and Virginia Railroad Company, and adjoining the lots of W. J. T. Stevens, immediately in front of the Stevensville Station, also adjoining the farm of Welfred Carter, and the Lowery Farm, and the lots of William Kirby, Daniel Smith, Charles Heath, Jeane Cromwell and others, and is supposed to contain seventy (70) acres of land, more or less, and being the same land as that described in the deed from George F. Rapp and Elizabeth L. Rapp, his wife, to John F. Jackson and Florence M. Jackson, his wife, by deed dated July twenty-seventh, in the year nineteen hundred and twenty-nine, and recorded in Liber B. H. T. No. 10 folios 46 &c., a land record book for Queen Anne's County

SAVE AND EXCEPTING a right of way across the aforesaid land which was granted and conveyed unto William Welfred Carter by John F. Jackson and Florence M. Jackson, his wife, by deed date d April twelfth, nineteen hundred and twenty-six, and recorded in Liber B. H. T. No. 6 folios 308 &c., a land record book for Queen Anne's County.

ALL of the above described three parcels of land are now embraced in or operated as one farm.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

PROVIDED, that if the said John F. Jackson and Florence M. Jackson, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees of the estate of Mary O. Dudley, their successors executors, administrators or assigns, the aforesaid sum of four thousand dollars, (\$4,000.00), 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 any of the covenants of this mortgage the said John F. Jackson and Florence M. Jackson, his wife, their heirs and assigns, shall possess said property.

AND the said John F. Jackson and Florence M. Jackson, his wife, their heirs, executors, administrators and assigns, hereby covenant to and with the mortgagees their personal representatives, or assigns, 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 Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees of the Estate of Mary O. Dudley, their 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 mortgagees, Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, trustees of the estate of Mary Dudley, their 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 monies owing hereunder or secured hereby shall be due and demandable and the said Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees, their successors, executors, administrators or assigns, or THOMAS J. KEATING, JR., 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 the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall de-

termine, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person or persons 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 monies owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not; and third, the balance to John F. Jackson and Florence M. Jackson, his wife, or the person or persons then entitled to the same.

AND it is hereby agreed that, in the event of a sale of any part of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property sold at the time of sale shall pass to the purchaser of said property.

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 Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees of the estate of Mary O. Dudley, their executors, administrators, successors or assigns, or the said THOMAS J. KEATING, JR., 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 John F. Jackson and Florence M. Jackson, his wife, their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS our hands and seals the day and year herein first above written.

Witness as to John F. Jackson:

JOHN F. JACKSON (SEAL)

VERNA CROWL

FLORENCE M. JACKSON (SEAL)

Witness as to Florence M. Jackson:

VERNA CROWL

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 thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared John F. Jackson and Florence M. Jackson, his wife, and did each acknowledge the within and foregoing mortgage to be their respective act and deed, and at the same time also personally appeared, before me, Thomas J. Keating, Jr., Agent of the Trustees of the estate of Mary O. Dudley, and made oath in due form of law that the consideration stated in the within and foregoing mortgage was true and bona fide as therein set forth, and that he is their duly authorized agent to make this affidavit.

Notary  
Public  
Seal.

In testimony whereof, I hereunto subscribe my name and Notarial seal affix, the day and year herein last above written.

VERNA CROWL  
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. H. C. No. 1-A, folios 442, etc., a Land Record Book for Queen Anne's County.

Seal's  
Place.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 29th day of April, in the year nineteen hundred and thirty eight.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF BOND  
Filed May 14, 1938.

Queen Anne's County, to wit: Be it remembered that on the 14th. day of May in the year nineteen hundred and thirty-eight, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS that we, Thomas J. Keating, Jr., of Queen Anne's County, Maryland, as principal, and Fidelity and Deposit Company of Maryland, a body corporate, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand Dollars (\$8,000.00) to be paid unto the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we hereby bind ourselves, our and each of our heirs, executors, administrators and successors, in the whole and for the whole, firmly by these presents, sealed with our seals and dated this 13th day of May in the year Nineteen Hundred and Thirty eight.

WHEREAS, the said Thomas J. Keating, Jr., by virtue and in execution of the power of sale contained in two pari passu Mortgages, one being a Mortgage from John F. Jackson and Florence M. Jackson, his wife, to Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees of Hiram G. Dudley, deceased, dated July 18, 1935, recorded in Liber W. H. C. # 1-A, folio 439, etc., a Land Record Book for Queen Anne's County, and the other being a Mortgage from John F. Jackson and Florence M. Jackson, his wife, to Frank S. Dudley, Mary O. Ives and Ethel M. Eareckson, Trustees of the estate of Mary O. Dudley, dated July, 18, 1935, recorded in said Liber W. H. C. #1-A, folio 442, etc., is about to make sale of the Mortgaged premises, default having occurred in the covenants contained in said Mortgages, the said Thomas J. Keating, Jr., being named therein as Attorney to execute the power of sale in the event of default, and has docketed suit in the Circuit Court for Queen Anne's County, in Equity, all of which will more fully appear by reference to the proceedings in said Court entitled "Thomas J. Keating, Jr., Attorney named in Mortgages, versus John F. Jackson and Florence M. Jackson, his wife." No 3166 on the Chancery docket of said Court.

NOW THE CONDITION OF THE above obligation is such, that in the above bounden Thomas J. Keating, Jr., 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 said mortgaged premises or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Thos. J. Keating Jr. (SEAL)

Signed sealed and  
delivered in the  
presence of

Fidelity and Deposit Company of  
Maryland, a body  
corporate,

William W. Beatran

by: E. V. Shockley Corp.  
Attorney in Fact. Seal's  
Place

Certificate attached to Original Bond appointing E. V. Shockley its Attorney in Fact.

And on the back of the foregoing Bond was thus endorsed,  
to Wit:

Security approved and Bond filed May 14th. 1938.

William H. Carter Clerk.

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

I hereby certify that the foregoing was truly taken and copied from Liber W. H. C. No. 1 folio 85 a Bond 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 25th. day of May in the year 1938.

Seal's  
Place.

WILLIAM H. CARTER Clerk.

REPORT OF SALE  
Filed May 31, 1938.

THOMAS J. KEATING, JR., Attorney  
named in Mortgages,

versus

JOHN F. JACKSON AND FLORENCE M.  
JACKSON, his wife, Mortgagors.

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

DEFAULT having occurred in the terms of the two pari passu Mortgages, being a Mortgage from John F. Jackson and Florence M. Jackson, his wife to Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees of Hiram G. Dudley, deceased, dated July 18, 1935, recorded in Liber W H C No. 1-A, folio 439, etc., a Land Record Book for Queen Anne's County, the other being a Mortgage from John F. Jackson and Florence M. Jackson, his wife, to Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees of the estate of Mary O. Dudley, dated July 18, 1935, and recorded in Liber W H C No. 1-A, folio 442, etc., a Land Record Book for Queen Anne's County, the said Thomas J. Keating, Jr., Attorney named in said Mortgages to execute the Power of Sale in the event of default, after having docketed suit in the Circuit Court for Queen Anne's County, in Equity, for foreclosure and having filed in this cause a bond with security approved by the Clerk, and having advertised the real estate described in said Mortgages for sale for four successive weeks prior to the day of sale in the Queen Anne's Record-Observer, a Newspaper printed and published in Queen Anne's County, Maryland, (a certificate of said advertisement and the publication thereof being annexed hereto), did attend in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 31, 1938, between the hours of one and two o'clock P. M., and did then and there proceed to sell the Mortgaged property as follows:

YOUR ATTORNEY did first offer the Mortgaged property in three separate parcels and after having had said several parcels cried for some time, did receive no bid therefor. Your Attorney thereupon offered the Mortgaged property as a whole, said Mortgaged property being described as follows:

Parcel No. 1

ALL that tract or farm known as "Stevens' Delight" or "The Ringgold Farm" situate adjoining the village of Stevensville on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, on a branch of Coxe's Creek, containing ONE HUNDRED AND EIGHTY-FIVE ACRES of land, more or less, and more particularly described in the two aforesaid Mortgages.

Parcel No. 2

ALL those lots or tracts of land situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, adjoining the village of Stevensville on Kent Island on the East side of the new road running from the Stevensville-Centreville Road to the Railroad Station, consisting of Lots Nos. 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, and Lots Nos. 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, and 233, as laid down and described on the Plat of the subdivision of Mrs. J. B. Bright's property in Stevensville, a more complete description of said Parcel No. 2, being contained in the two aforesaid Mortgages.

Parcel No. 3

ALL that lot or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, and being a part of the farm known as "Stevens' Delight" or "The Ringgold Farm" containing SEVENTY ACRES of land, more or less, which said Parcel No. 3 is more particularly described in the two aforesaid Mortgages.

SAVING AND EXCEPTING a right of way across the aforesaid land which was granted and conveyed unto William Welfred Carter by John F. Jackson and Florence M. Jackson, his wife, by Deed dated April 12, 1926, and recorded in Liber B H T No. 6, folio 308, a Land Record Book for Queen Anne's County.

ALL of the above described three parcels of land are now embraced in, or operated as one farm.

YOUR ATTORNEY did receive a bid of Eight Thousand Dollars (\$8,000.00) for the above described property, said bid being made by Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees of Hiram G. Dudley, deceased, and Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees of the estate of Mary O. Dudley, and they being the highest bidders therefor, did sell said real estate unto the aforesaid Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees of Hiram G. Dudley, deceased, and Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees of the estate of Mary O. Dudley, to be held by the said two estates as tenants in common in equal moities.

THE TERMS upon which the property was sold are set forth in the aforesaid Advertisement of sale and your Attorney did also announce at the sale that all crops growing upon the said real estate would pass to the purchaser and the purchaser would be required to pay the taxes for the year 1938 and that possession would be given to the purchaser upon compliance with the terms of sale.

THE PURCHASERS being the owners of the Mortgages under which the foreclosure sale was made, your Attorney has not required said Purchasers to pay any portion of the purchase money, the purchase price being less than the Mortgage debt, but your Attorney has been advised that the Purchasers will comply with the terms of sale upon the ratification thereof by paying the costs and expenses of these proceedings.

THE REPORT states the amount of sales to be Eight Thousand Dollars (\$8,000.00).

Respectfully submitted,

THOS. J. KEATING JR.  
ATTORNEY NAMED IN MORTGAGES.

Filed May 31st, 1938.

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

THIS IS TO CERTIFY that on this 31st day of May, 1938, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Attorney named in Mortgages, and did make oath in due form of law that the matter and things set forth in the aforesaid Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made.

IN TESTIMONY WHEREOF I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

WILLIAM H. CARTER  
NOTARY PUBLIC.

Filed May 31st, 1938.

CERTIFICATE OF ADVERTISEMENT OF SALE  
Filed May 31, 1938.

MORTGAGE SALE  
OF VALUABLE  
REAL ESTATE

UNDER and by virtue of the power of sale contained in two certain pari passu Mortgages, one being a Mortgage dated July 18, 1935, from John F. Jackson and Florence M. Jackson, his wife, to Frank S. Dudley, Hiram G. Dudley jr., and Thomas J. Keating, Executors and Trustees of Hiram G. Dudley, deceased, and recorded in Liber W. H. C. No. 1-A, folio 439, etc., a Land Record Book for Queen Anne's County, and the other being a Mortgage dated July 18, 1935, from John F. Jackson and Florence M. Jackson, his wife, to Frank S. Dudley, Mary O. Ives, and Ethel D. Eareckson, Trustees of the estate of Mary O. Dudley, recorded in Liber W. H. C. No. 1-A, folio 442, etc., a Land Record Book for Queen Anne's County, default having occurred in the terms of said Mortgages the undersigned Thomas J. Keating, Jr., Attorney named in said Mortgages to execute the power of sale in the event of default, will offer and expose 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, MAY 31, 1938 between the hours of one and two o'clock, P. M., all of the real estate described in and conveyed by the two aforesaid Mortgages consisting of three parcels of land, as follows:

PARCEL NO. 1

ALL that tract or farm known as "Stevens' Delight" or "The Ringgold Farm" situate adjoining the village of Stevensville on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, on a branch of Coxé's Creek, containing ONE HUNDRED AND EIGHTY-FIVE ACRES of land, more or less, and more particularly described in the two aforesaid Mortgages.

PARCEL NO. 2

ALL those lots or tracts of land situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, adjoining the village of Stevensville on Kent Island on the East side of the new road running from the Stevensville-Centreville Road to the Railroad Station, consisting of Lots Nos. 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, and Lots Nos. 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232 and 233, as laid down and

described on the Plat of the subdivision of Mrs. J. B. Bright's property in Stevensville, a more complete description of said Parcel No. 2 being contained in the two aforesaid Mortgages.

PARCEL NO. 3

ALL that lot or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, and being a part of the farm known as "Stevens' Delight" or "The Ringgold Farm" containing SEVENTY ACRES of land, more or less, which said Parcel No. 3 is more particularly described in the two aforesaid Mortgages.

SAVE AND ESCEPTING a right of way across the aforesaid land which was granted and conveyed unto William Welfred Carter by John F. Jackson and Florence M. Jackson, his wife, by Deed dated April 12, 1926, and recorded in Liber B. H. T. No. 6, folio 308, a Land Record Book for Queen Anne's County.

ALL of the above described three parcels of land are now embraced, in, or operated as one farm.

TERMS OF SALE- One-third of the purchase money will be required in cash on the day of sale and the balance thereof will be payable in two equal installments, six months and twelve months, respectively, after the day of sale, said deferred payments to bear interest from the day of sale, the purchaser, or purchasers, giving Notes to secure the same with security satisfactory to the undersigned Attorney; or all cash at the option of the purchaser. The purchaser will be required to pay the expenses of all Title papers, including Revenue Stamps. Other particulars will be made known on the day of sale.

THOMAS J. KEATING, JR.,  
Attorney named in Mortgages.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 31, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Mortgage Sale in the case of Thomas J. Keating, Jr. Attorney vs. John F. Jackson, et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 5th day of May, 1938, being more than twenty days before the 31st day of May, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed May 31st, 1938.

N I S I

Thomas J. Keating, Jr.,  
Attorney named in mortgage

VS

John F. Jackson and Florence  
M. Jackson, his wife.

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

) CHANCERY No. 3166 Chy.

ORDERED, This 16th day of June, A. D., 1938, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Attorney named in mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of August 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 25th day of July next.

The Report states the amount of sales to be \$8000.00.

WILLIAM H. CARTER Clerk.

Filed June 16th, 1938.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed Sept. 20, 1938.

N I S I

THOMAS J. KEATING, JR.,  
 Attorney named in Mortgage  
 vs.  
 JOHN F. JACKSON and  
 FLORENCE M. JACKSON, his wife  
 Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3166

ORDERED This 16th day of June A. D., 1938, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Attorney named in Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of August 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 25th day of July next.

The Report states the amount of sales to be \$8,000.00.

WILLIAM H. CARTER, Clerk.  
 True Copy-  
 Test:

WILLIAM H. CARTER, Clerk.  
 Filed June 16th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 20, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Thomas J. Keating Jr. Attorney vs. John F. Jackson his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 23d day of June, 1938, being more than four weeks before the 25th day of July 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Sept. 20, 1938.

ORDER OF COURT  
 Filed Oct. 6, 1938.

ORDERED, this 4th day of October 1938, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made and reported in this cause by Thomas J. Keating Jr., Attorney named in 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 as required by the preceding order nisi; and the Attorney named in Mortgage who made the sale is allowed the usual commissions and such proper expenses not personal as he shall produce vouchers for to the auditor.

J. OWEN KNOTTIS

Filed Oct. 6th, 1938

STATEMENT OF MORTGAGE DEBT  
 Filed Sept. 26, 1938.

THOMAS J. KEATING, Jr.,  
 Attorney named in Mortgage,

versus

JOHN F. JACKSON AND FLORENCE  
 M. JACKSON, his wife, Mortgagors.

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

STATEMENT OF MORTGAGE DEBT.

THE FOLLOWING is a statement of the Mortgage Debt due and owing by John F. Jackson and Florence M. Jackson, his wife, unto Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Executors and Trustees of Hiram G. Dudley, deceased, under the Mortgage dated July 18, 1935, recorded in Liber W H C #1-A, folio 439, etc., a Land Record Book for Queen Anne's County:

Principal Mortgage Debt	\$ 4,000.00
Interest thereon at 5% per annum from January 18, 1936, to May 31, 1938, (the day of sale)	475.86
Money advanced to Mortgagors with which to pay taxes for year 1936	100.00
	<u>\$ 4,575.86</u>

Attorneys commissions for collection on above amount at 5% as covenanted to be paid in the Mortgage	<u>228.79</u>
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TOTAL MORTGAGE DEBT                      \$ 4,804.65

STATE OF MARYLAND,                      )  
  ) to wit:  
Baltimore City,                            )

THIS IS TO CERTIFY that on this 22nd day of Sept. 1938, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Frank S. Dudley, one of the Executors and Trustees of the estate of Hiram G. Dudley, deceased, and did make oath in due form of law that the foregoing Statement of Mortgage Debt is true and bona fide as therein set forth to the best of his knowledge and belief, and that no part of the amount shown to be due has been paid.

IN TESTIMONY WHEREOF I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

Notary  
Public  
Seal.

C. HOWARD STARR  
NOTARY PUBLIC.

STATEMENT OF MORTGAGE DEBT  
Filed Sept. 26, 1938.

THOMAS J. KEATING, JR.,  
Attorney named in Mortgage,

versus

JOHN F. JACKSON AND FLORENCE  
M. JACKSON, his wife, Mortgagors.

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

STATEMENT OF MORTGAGE DEBT

THE FOLLOWING is a statement of the Mortgage debt due and owing by John F. Jackson and Florence M. Jackson, his wife, unto Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees of Mary O. Dudley, under the Mortgage dated July 18, 1935, recorded in Liber W H C #1-A, folio 442, etc., a Land Record Book for Queen Anne's County:

Principal Mortgage Debt	\$ 4,000.00
Interest thereon at 5% per annum from January 18, 1936, to May 31, 1938 (the day of sale)	475.86
	<u>\$ 4,475.86</u>

Attorneys commissions for collection on above amount at 5% as covenanted to be paid in the Mortgage	<u>223.79</u>
---	---------------

TOTAL MORTGAGE DEBT                      \$ 4,699.65

STATE OF MARYLAND,                      )  
  ) to wit:  
BALTIMORE CITY,                            )

THIS IS TO CERTIFY that on this 22nd day of Sept. 1938, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Frank S. Dudley, one of the Trustees of Mary O. Dudley, and did make oath in due form of law that the foregoing Statement of Mortgage Debt is true and bona fide as therein set forth to the best of his knowl-



edge and belief, and that no part of the amount shown to be due has been paid.

IN TESTIMONY WHEREOF I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

C. HOWARD STARR  
NOTARY PUBLIC.

Notary  
Public  
Seal.

REPORT AND ACCOUNT OF THE AUDITOR  
Filed Dec. 21, 1938.

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

Thomas J. Keating, jr.,  
Attorney named in Mortgage,

vs.

John F. Jackson and Florence  
M. Jackson, his wife,  
Mortgagors.

Cause No. 3166.

To the Honorable, the Judges of said Court:

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

That John F. Jackson and Florence M. Jackson, the defendants in this cause, hereinafter called mortgagors, by mortgage bearing date July 18, 1935 made to secure the payment of \$4000.00 conveyed certain land unto Frank S. Dudley, Hiram G. Dudley, junior, and Thomas J. Keating, executors and trustees of Hiram G. Dudley, hereinafter called executor mortgagees.

That the said mortgagors by mortgage bearing date July 18, 1935 made to secure the payment of \$4000.00 conveyed the same land unto Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, trsutees of the estate of Mary O. Dudley, who are hereinafter called trustee mortgagees.

That according to the terms of these mortgages they were to stand pari passu with each other.

That in each mortgage Thomas J. Keating, junior, the plaintiff of this cause, was named the attorney to sell the mortgaged real estate in case of default.

That on May 31, 1938 the plaintiff as vendor under said mortgages in execution of the power of sale vested in him by oth mortgages sold the mortgaged real estate for \$8000.00, a sum not sufficient to pay the mortgage debts due under the mortgages on the day of the sale.

That in the within account the auditor has charged said vendor with the amount of the sale so made by him and then thereout has allowed unto him the following items:

His commissions for making the sale according to the terms of the mortgage, the cost of advertising the notices of the sale and the several orders nisi of this cause, the charges of his auctioneer for crying the sale, the court costs of the cause and the fee of the auditor.

That the balance of the amount so charged to the vendor remaining after these allowances constitutes the net mortgage sale or the amount applicable to the payment of the mortgage debts. The executor mortgagees have filed a statement showing the amount of the indebtedness due to them under their mortgage on the day of sale and the trustee mortgagees have filed a statement showing the amount due them under their mortgage on the day of sale. The auditor has found by apportionment of the net proceeds of sale between both mortgagees and has in the within account distributed unto the executor mortgagees the amount due them by this apportionment and has distributed by the within account to the trustee mortgagees the amount due them under this apportionment and as stated above the amounts so distributed do not pay in full the mortgage debts.

That the auditor has stated an account and returns it as part of this audit between the mortgagors and the executor mortgagees which shows the balance due the executor mortgagees under their mortgage after the application to their debt of the amount distributed to them as aforesaid as of the day of sale.

The auditor has stated an account and returns the same as part of this audit between the mortgagors and the trustee mortgagees which shows the balance due these mortgagees after the application to their mortgage debt of the amount distributed to them as above set forth as of the day of the sale.

Which is respectfully submitted.

MADISON BROWN  
Auditor.

December 19, 1938.

The proceeds of the sale of the mortgaged real estate of John F. Jackson and Florence M. Jackson, his wife, the mortgagors making the mortgages described in this cause, in account with Thomas J. Keating, junior, the attorney named in said mortgages to execute the power of sale therein contained and as such the party making sale of said real estate as set forth in the report of sale herein filed.

1938	CR.		
May			
31		By gross amount of the sale made this date under said mortgages per said report of sale, to wit: the sum of . . .	\$8,000.00
" "	DR.		
		To Thomas J. Keating, vendor as aforesaid, for his commissions for making the sale per terms of the mortgages, the sum of . . . . .	\$365.00
		To do., for the cost of his bond filed herein paid the corporate surety on said bond per account for same exhibited, the sum of . . . . .	32.00
		To do., for the charges of J. E. Anthony, his auctioneer at the sale, for his services for such as per account for same exhibited, the sum of . . . . .	25.00
		To do., for the costs of advertising notices of the sale, in the Queen Anne's Record-Observer, newspaper, per account of publishers of the paper for same exhibited, the sum of . . . . .	63.00
		To do., for costs of advertising in same newspaper the order nisi on sale per account for same exhibited, the sum of . . . . .	.50
		To do., for the court costs of these proceedings as set out in the statement thereof made by the Clerk of the Court, as follows: Costs of the Clerk . . . . . \$22.75 Appearance fee of plaintiffs' Attorney . 10.00 A TOTAL of . . . . . \$32.75	32.75
		To do., for the costs of advertising the order nisi to be passed as to this audit, the sum of . . . . .	3.50
		To Madison Brown, auditor, for stating this account, the sum of . . . . .	18.00
			<u>\$544.25</u>
		To balance, constituting net mortgage sale, the sum of . . . . .	<u>7,455.75</u>
			\$8,000.00 \$8,000.00.

December 19, 1938.

MADISON BROWN  
Auditor.

Cause No. 3166.

The proceeds of the sale of the mortgaged real estate of John F. Jackson and Florence M. Jackson, his wife, the mortgagors making the two mortgages described in this cause, in account with Thomas J. Keating, junior, the attorney named in said mortgages to execute the power of sale therein contained and as such the party making sale of said real estate as set forth in the report of sale herein filed.

1938	CR.		
May			
31		By balance brought forward, to wit: . . . . .	\$7,455.75
" "	DR.		
		To Frank S. Dudley, Hiram G. Dudley, junior, and Thomas J. Keating, executors and trustees of Hiram G. Dudley, mortgagees of one of said mortgages, in part payment of their mortgage claim amounting to \$4,804.65, per mortgage statement filed by them, the sum of . . . . .	\$3,769.05

To Frank S. Dudley, Mary O. Ives and Ethel Deareckson, trustees of the estate of Mary O. Dudley, mortgagees of the other mortgage, in part payment of their mortgage claim amounting to \$4,699.65, per mortgage statement filed by them, the sum of . . . . . 3,686.70

\$7,455.75 \$7,455.75

December 19, 1938.

MADISON BROWN  
Auditor.

Cause No. 3166

Statement of Mortgage Debt.

John F. Jackson and Florence M. Jackson, his wife,  
mortgagors,  
to  
Frank S. Dudley, Mary O. Ives and  
Ethel D. Eareckson, trustees of  
Mary O. Dudley, . . . . . Dr.

1938  
May 31 To amount of the debt due on this date by the mortgagors to the mortgagees under the covenant in the mortgage dated July 18, 1935, recorded in Liber W. H. C. No. 1A, on folio 442 (land record book of Queen Anne's County) given by the mortgagors to the mortgagees, per statement filed in this cause . . . . . \$4,699.65

CR.

" " By amount distributed to the mortgagees on account of said debt by the above auditor's account, . . . . . 3,686.70

DR.

To balance due by the mortgagors to the mortgagees, bearing interest from May 31, 1938 . . . . . \$1,012.95

December 19, 1938.

MADISON BROWN  
Auditor.

Cause No. 3166.

Statement of Mortgage Debt.

John F. Jackson and Florence M. Jackson, his wife,  
mortgagors,  
to  
Frank S. Dudley, Hiram G. Dudley, junior,  
Thomas J. Keating, executors and trustees  
of Hiram G. Dudley, mortgagees, DR.

1938  
May 31 To amount of the debt due on this date by the mortgagors to the mortgagees under the covenant in the mortgage dated July 18, 1935, recorded in Liber W. H. C. No. 1A, on folio 439 (land record book of Queen Anne's County) given by the mortgagors to the mortgagees, per statement filed in this cause, to wit: . . . . . \$4,804.65

CR.

" " By amount distributed to the mortgagees on account of said debt by the above auditor's account . . . . . 3,769.05

DR.

" " To balance due by the mortgagors to the mortgagees, bearing interest from May 31, 1938 . . . . . \$1,035.60

December 19, 1938.

MADISON BROWN  
Auditor.

Filed December 21st, 1938.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr.,  
Attorney named in mortgage,  
  
VS.

John F. Jackson and Florence M.  
Jackson, his wife,  
Mortgagors.

) IN THE CIRCUIT COURT  
)  
) FOR QUEEN ANNE'S COUNTY  
)  
) IN EQUITY  
)  
) CASE No. 3166.

ORDERED, This 21st day of December in the year nineteen hundred and thirty-eight, 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 January, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of January, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed December 21st, 1938.

CERTIFICATE OF PUBLICATION  
OF NISI RATIFICATION OF AUDIT  
Filed Jan. 25, 1939.

NISI RATIFICATION OF AUDIT

THOMAS J. KEATING, JR. Attorney  
named in Mortgage.  
vs.  
JOHN F. JACKSON and  
FLORENCE M. JACKSON,  
his wife..

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3166

ORDERED, This 21st day of December in the year nineteen hundred and thirty-eight, 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 January, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of January, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk.  
True Copy-  
Test:  
A. SYDNEY GADD, JR., Clerk.  
Filed December 21st, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. January 25, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Thomas J. Keating, Jr. Attorney named in mortgage vs. John F. Jackson and Florence M. Jackson, his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 22d. day of December, 1938, being more than two weeks before the 14th day of January 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed Jan. 27, 1939.

FINAL ORDER OF RATIFICATION

ORDERED, this 26th day of January, 1939, by the Circuit Court for Queen Anne's County, in Equity, that the foregoing Report and Account filed in these proceedings by Madison Brown, Auditor, 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 required by the preceding Order Nisi; and the Attorney named in the Mortgages is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been, or may be, received.

J. OWEN KNOTTS  
JUDGE

Filed Jan. 27, 1939.

Cause No. 3169.

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

THOMAS J. KEATING, JUNIOR,  
ATTORNEY NAMED IN MORTGAGE,  
  
VS.  
  
ALMAN WENDT AND  
KATHRINE WENDT, HIS WIFE,  
MORTGAGORS.

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

To William H. Carter, Clerk:

You will docket suit for foreclosure of the mortgage from Alman Wendt and Kathrine Wendt, his wife, to Margaret D. McKenney and John McKenney, Trustees, dated November 23rd., 1935, and recorded in Liber W. H. C. #2A, folios 200 &c., a land record book for Queen Anne's County, file in said cause a certified copy of the mortgage and enter my appearance for the plaintiff.

THOS. J. KEATING JR.  
Attorney named in mortgage.

CERTIFIED COPY OF MORTGAGE  
Filed May 19, 1938.

.....  
#17,382. QUEEN ANNE'S COUNTY, TO  
WIT: Be it remembered that on the Twenty-seventh day of November, in the year nineteen hundred and thirty five, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 23rd day of November, in the year nineteen hundred and thirty-five, by Alman Wendt and Kathrine Wendt, his wife, of Bucks County, Pennsylvania, but the said Alman Wendt being temporarily in Queen Anne's County, Maryland.

WHEREAS the said Alman Wendt and Kathrine Wendt, his wife, are jointly and severally indebted unto Margaret D. McKenney and John McKenney, Trustees, "In the matter of the Trust Estate for and in behalf of John McKenney created under and by the terms and provisions of the last will and testament of William McKenney, 2nd." "Chancery Cause No. 2548 in the Circuit Court for Queen Anne's County, in Equity, in the full and just sum of fifty-three hundred and thirty-three dollars and thirty-four cents, (\$5,333.34), as represented by their promissory note bearing even date herewith payable three years after date at The Centreville National Bank of Maryland, with interest thereon at the rate of six per centum per annum, payable semi-annually, said promissory note representing purchase money for the real estate hereinafter described and said loan being made pursuant to an order of the Circuit Court for Queen Anne's County, in Equity, passed in the aforesaid Chancery Cause on the thirteenth day of November, in the year nineteen hundred and thirty five.

AND WHEREAS, it was a condition precedent to the sale of the property hereinafter described and to making said loan that this mortgage was to be given to secure said purchase money as represented by the aforesaid promissory note, as well as any and all renewals or part renewals of the same, and interest to accrue thereon as above set forth; said note or notes to be renewed only at the option of the said Trustees, their successors and assigns;

AND WHEREAS, it was further agreed that said Alman Wendt and Kathrine Wendt, his wife, their heirs or assigns, should have the right, at any interest period to pay the sum of five hundred dollars, (\$500.00), or any multiple thereof on account of the principal mortgage debt as represented by said note or notes, the interest on any amount so paid as principal to cease after the payment thereof.

NOW, THEREFORE, in consideration of the premises and the sum of one dollar, receipt of which is hereby acknowledged, the said Alman Wendt and Kathrine Wendt, his wife, do hereby grant and convey unto Margaret D. McKenney and John McKenney, Trustees "In the matter of the trust estate for and in behalf of John McKenney created under and by the terms and provisions of the last will and testament of William McKenney, 2nd", their successor or successors in the trust and their assigns, all of the following described real estate, in fee simple, to-wit:

ALL that farm and tract of land called the "Tarman Farm" situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland,

composed of two parts, "Part A" being on the public road from Ruthsburg to Queen Anne and extending from said road to Tuckahoe Branch and bounded on one side by the "Sleeper Farm" of Maria McKenney, Junior, and on the other side by the "Driver Farm" of James Archibald Mitchell and containing one hundred and eighty-five and eight hundred and eighty-two one-thousandths acres (185.882 acres) of land, more or less; and "Part B" called the "Starr Woodlot" being in said Sixth Election District adjoining the land of the heirs of Vachel Downes, the land of Joseph Richardson, and the land of others, and containing sixteen and six hundred and seven one-thousandths acres (16.607 acres) of land, more or less; making a total of two hundred and two and four hundred and eighty-nine one-thousandths acres (202.489) acres of land contained in this farm, said tract being known as "Tarman Farm, Parcel No. 10" in the division of the estate of William McKenney, 2nd., deceased, and having been conveyed to said John McKenney by deed from Margaret D. McKenney and John McKenney, Trustees, dated September thirtieth, nineteen hundred and thirty, and recorded in Liber B. H. T. No. 11 folio 536 &c., a land record book for Queen Anne's County; and by said John McKenney conveyed unto the said Alman Wendt by deed bearing even date herewith and intended to be recorded among the land records of Queen Anne's County immediately preceding this mortgage; SAVE AND EXCEPT a small strip of land conveyed unto The State Roads Commission of Maryland, by deed dated June 1st., 1932, and recorded in Liber B. H. T. No. 14 folio 418 &c., a land record book for Queen Anne's County.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

PROVIDED, that if the said Alman Wendt and Kathrine Wendt, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said Margaret D. McKenney and John McKenney, Trustees, "In the matter of the trust estate for and in behalf of John McKenney created under and by the terms and provisions of the last will and testament of William McKenney, 2nd" their successors or assigns, the aforesaid sum of fifty-three hundred and thirty-three dollars and thirty-four cents, (\$5,333.34), as represented by their promissory note, as well as any and all renewals or part renewals of the same 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 any of the covenants of this mortgage the said Alman Wendt and Kathrine Wendt, his wife, their heirs and assigns, shall possess said property.

AND the said Alman Wendt and Kathrine Wendt, his wife, their heirs, executors, administrators and assigns, hereby covenant to and with the mortgagees their personal representatives, or assigns, 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 Margaret D. McKenney and John McKenney, Trustees, their successors or successors in the trust and their 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, Margaret D. McKenney and John McKenney, Trustees, their successors or successors in the trust, 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 monies owing hereunder or secured hereby shall be due and demandable and the said Margaret D. McKenney and John McKenney, Trustees, their successor or successors in the trust, or their assigns, or THOMAS J. KEATING, JR., 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 the party or parties selling may deem expedient, for cash, or for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall determine, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person or persons 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 monies owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not; and third, the balance to Alman Wendt and Kathrine Wendt, his wife, or the person or persons then entitled to the same.

AND it is hereby agreed that, in the event of a sale of any part of the above described property under the power of sale hereinbefore express, all annual crops, pitched, planted or growing upon said property sold at the time of sale shall pass to the purchaser of said property.

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 Margaret D. McKenney and John McKenney, Trustees, their successor or successors in the trust or their assigns, or the

said THOMAS J. KEATING, JR., 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 Alman Wendt and Kathrine Wendt, his wife, their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS our hands and seals the day and year herein first above written.

Witness: ALMAN WENDT (SEAL)  
KATHERINE WENDT (SEAL)

VERNA CROWL  
RICHARD WELLS

STATE OF MARYLAND,  
Queen Anne's County, to wit:

I hereby certify that on this 23rd day of November, in the year nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Alman Wendt and acknowledged the within and foregoing mortgage to be his act and deed, and at the same time also personally appeared, before me, John McKenney one of the Trustees "In the Matter of the trust estate for and in behalf of John McKenney created under and by the terms and provisions of the last will and testament of William McKenney, 2nd," and made oath in due form of law that the consideration stated in the within and foregoing mortgage was true and bona fide as therein set forth.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Notary  
Public  
Seal.

VERNA CROWL  
Notary Public.

STATE OF PENNSYLVANIA,  
BUCKS COUNTY, TO-WIT:

I HEREBY certify that on this 25th day of November in the year nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Bucks County, personally appeared Kathrine Wendt and acknowledged the within and foregoing mortgage to be her act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

WALTER SYKES  
NOTARY PUBLIC.

WALTER SYKES, JUSTICE OF THE PEACE  
P. O. EDISON, BUCKS CO., PENNA.  
MY COMMISSION EXPIRES 1ST Mon. in Jan. 1938.

Katherine Wendt.

Seal of the 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. H. C. No. 2A, folios 200, etc., a Land Record Book for Queen Anne's County.

Seal's  
Place.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 19th day of May, in the year nineteen hundred and thirty eight.

WILLIAM H. CARTER Clerk



CERTIFIED COPY OF BOND  
Filed May 28, 1938.

Queen Anne's County, to wit:- Be it remembered that on the twenty eighth day of May in the year, nineteen hundred and thirty eight, the following Bond was filed for record, to wit:-

F. & D. Bond #4271501

KNOW ALL MEN BY THESE PRESENTS that we, Thomas J. Keating, Jr., of Queen Anne's County, Maryland, as Principal, and Fidelity and Deposit Company of Maryland, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand Dollars (\$6,000.00) to be paid unto the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we hereby bind ourselves, our and each of our heirs, executors, administrators and successors, in the whole and for the whole, firmly by these presents, sealed with our seals and dated this 28th. day of May in the year nineteen hundred and thirty-eight.

WHEREAS the said Thomas J. Keating, Jr., by virtue of the power of sale contained in a Mortgage from Alman Wendt and Katharine Wendt, his wife, to Margaret D. McKenney and John McKenney, Trustees, dated November 23, 1935, and recorded in Liber W. H. C. #2-A, folio 200, is about to make sale of the Mortgaged premises, having been named as Attorney in said Mortgage to execute the power of sale in the event of default, and said default having occurred and has docketed suit in the Circuit Court for Queen Anne's County, in Equity, as will appear by reference to the proceedings in said cause entitled "Thomas J. Keating, Jr., Attorney named in Mortgage, versus Alman Wendt and Katherine Wendt, his wife", No. 3169 on the Chancery Docket of said Court.

NOW the condition of the above obligation is such that if the above bounden Thomas J. Keating, Jr., 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 said mortgaged premises, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Thos. J. Keating Jr. (SEAL)

Signed, sealed and delivered in the presence of:

Fidelity and Deposit Company of Maryland, a body corporate, by:

Mary Ker Keating

By H. R. Jenness  
H. L. Jenness, Attorney-in-Fact.

As to Surety:

CORP.  
Seal's  
Place.

G. Gillis

On the foregoing Bond was thus endorsed, to wit:  
Security approved and bond filed May 18th. 1938.

Wm. H. Carter Clerk.

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

I hereby certify that the foregoing was truly taken and copied from Liber W. H. C. No. 1 folio 88, a Bond 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 30th. day of May, 1938.

Seal's  
Place.

WILLIAM H. CARTER Clerk.

REPORT OF SALE  
Filed June 27, 1938.

THOMAS J. KEATING, JR., Attorney  
named in Mortgage,

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

versus

ALMAN WENDT AND KATHERINE  
WENDT, his wife, Mortgagors.

REPORT OF SALE

TO THE HONORABLE, the Judges of said Court:

THE REPORT OF SALE of Thomas J. Keating, Jr., Attorney named in Mortgage, respectfully shows:

THAT default having occurred in the terms of the Mortgage from Alman Wendt and Katherine Wendt, his wife, to Margaret D. McKenney and John McKenney, Trustees, dated November 23, 1935, and recorded in Liber W H C #2-A, folio 200, etc., a Land Record Book for Queen Anne's County, by reason of the non-payment of interest and taxes, the said Thomas J. Keating, Jr., Attorney named in said Mortgage to execute the Power of Sale in the event of default, pursuant to instructions from the aforesaid Trustees, holders of said Mortgage, did docket suit for foreclosure thereof and after filing bond with security approved by the Clerk of this Court, and after having advertised mortgaged premises for sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for four successive weeks before the day of sale (a certified copy of said advertisement being filed herewith) your Attorney did appear in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, June 21, 1938, between the hours of one and two o'clock, P. M., and did then and there offer and expose the mortgaged real estate at public sale to the highest bidder, said mortgaged real estate being described as follows:

ALL that farm and tract of land called the "Tarman Farm" situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, composed of two parts, "Part A" being on the public road from Ruthsburg to Queen Anne and extending from said road to Tuckahoe Branch and bounded on one side by the "Sleep-er Farm" of Maria McKenney, Junior, and on the other side by the "Driver Farm" of James Archibald Mitchell and containing ONE HUNDRED AND EIGHTY-FIVE AND EIGHT HUNDRED AND EIGHTY-TO ONE-THOUSANDTHS ACRES (185.882 acres) of land, more or less; and "Part B" called the "Starr Woodlot" being in said Sixth Election District adjoining the land of the heirs of Vachel Downes, the land of Joseph Richardson, and the land of others, and containing SIXTEEN AND SIX HUNDRED AND SEVEN ONE-HUNDREDTHS ACRES (16.607) of land, more or less; making a total of TWO HUNDRED AND TWO AND FOUR HUNDRED AND EIGHTY-NINE ONE-THOUSANDTHS ACRES (202.489) of land contained in this farm, said tract being known as "Tarman Farm, Parcel No. 10" in the division of the estate of William McKenney, 2nd, deceased, and having been conveyed to said John McKenney, Trustees, dated September 30, 1930, and recorded in Liber B H T #11, folios 536, etc., a Land Record Book for Queen Anne's County; and by said John McKenney conveyed unto the said Alman Wendt by Deed bearing even date herewith and intended to be recorded among the land records of Queen Anne's County immediately preceding this Mortgage, SAVE AND EXCEPT a small strip of land conveyed unto The State Roads Commission of Maryland by Deed dated June 1, 1932, and recorded in Liber B H T #14, folio 418, a Land Record Book for Queen Anne's County.

AND, after crying the aforesaid sale for some time, the Auctioneer did sell the same unto Margaret D. McKenney and John McKenney, Trustees of the estate of John McKenney, owners of the Mortgage, they being then and there the highest bidders therefor, at and for the sum of Five Thousand Five Hundred Dollars (\$5,500.00) being less than the Mortgage debt.

THE ADVERTISEMENT of Sale was read at the sale and additional terms announced were that the growing crops were reserved from the sale, they having been planted by the said John McKenney, life beneficiary of the aforesaid Trust, and the Trustees Mortgagees having taken possession of the mortgaged premises sometime ago. It was also announced that any and all taxes up to and including those for the year nineteen hundred and thirty-seven, if there were any overdue, would be paid out of the proceeds of sale and the purchaser would pay the taxes for the year nineteen hundred and thirty-eight.

YOUR ATTORNEY believes that the Purchasers will comply with the terms of sale upon the ratification thereof by paying the costs of the proceedings, they being the owners of the Mortgage.

AMOUNT OF SALES\* \$5,500.00.

Respectfully submitted,

THOS. J. KEATING JR.  
ATTORNEY NAMED IN MORTGAGE

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

This is to certify that on this 27th day of June, 1938, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating J. Keating Jr. Attorney named in Mortgage, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true to the best of his knowledge and belief and that the sale was fairly made.

WILLIAM H. CARTER

Filed June 27th, 1938.

N I S I

Thomas J. Keating, Jr., Attorney  
named in Mortgage

VS.

Alman Wendt and Katherine Wendt,  
his wife, Mortgagees.

) IN THE CIRCUIT COURT  
)  
) FOR QUEEN ANNE'S COUNTY  
)  
) IN EQUITY  
)  
) CHANCERY No. 3169.

ORDERED, This 27<sup>th</sup> day of June A. D., 1938, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Attorney named in Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August 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 July next.

The Report states the amount of sales to be \$5,500.00.

WILLIAM H. CARTER Clerk.

Filed June 27th, 1938.

CERTIFICATE OF ORDER NISI  
Filed Sept. 20, 1938.

N I S I

THOMAS J. KEATING, JR.,  
Attorney Named in Mortgage  
vs.  
ALMAN WENDT and KATHERINE  
WENDT, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3169.

ORDERED, This 27th day of June A. D., 1938 that the sale of the real estate made and reported in this cause by Thomas J. Keating, Attorney named in Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August next; provided a copy of this order be inserted in some newspaper printed and published in the Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of July next.

The Report states the amount of sales to be \$5,500.00.

WILLIAM H. CARTER, Clerk.

True Copy-

Test:

WILLIAM H. CARTER, Clerk.

Filed June 27th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 20, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Thomas J. Keating, Jr., Attorney named in Mortgage vs. Allman Wendt and Kathrine Wendt his wife Mortgagors a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 30th day of June, 1938, being more than four weeks before the 30th day of July, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Sept. 20, 1938.

STATEMENT OF MORTGAGE DEBT  
Filed Sept. 27, 1938.

THOMAS J. KEATING, JR.,  
Attorney named in Mortgage,

versus

ALMAN WENDT and KATHERINE  
WENDT, his wife, Mortgagors.

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

STATEMENT OF MORTGAGE DEBT.

THE FOLLOWING is a statement of the Mortgage debt due and owing under the Mortgage from Alman Wendt and Katherine Wendt, his wife, to Margaret D. McKenney and John McKenney, Trustees "In the Matter of the Trust Estate for and in behalf of John McKenney, created under and by the terms and provisions of the

Last Will and Testament of William McKenney, 2nd, Chancery Cause No. 2548, in the Circuit Court for Queen Anne's County, in Equity", said Mortgage bearing date the 23rd day of November, 1935, recorded in Liber W H C 2-A, folio 200, etc., a Land Record Book for Queen Anne's County:

Principal Amount of Mortgage Debt	\$ 5,333.34
Interest thereon at 6% per annum from November 23, 1935, to June 21, 1938, (the day of sale)	826.67
	_____
TOTAL MORTGAGE DEBT	\$ 6,160.01

STATE OF MARYLAND, )  
Queen Anne's County, ) to wit:

THIS IS TO CERTIFY that on this 27th day of September 1938, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared John McKenney, one of the Trustees of the estate of John McKenney, Mortgagee, and did make oath in due form of law that the afore-going Statement of Mortgage Debt is true and bona fide as therein set forth to the best of his knowledge and belief, and that no part of the amount shown to be due has been paid.

IN TESTIMONY WHEREOF I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

FRANCES BUTLER  
NOTARY PUBLIC.

Notary  
Public  
Seal.

ORDER OF COURT  
Filed Oct. 3, 1938.

ORDERED, this first day of October, 1938, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made and reported in this cause by Thomas J. Keating Jr., Attorney named in 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 as required by the preceding order nisi; and the Attorney named in Mortgage who made the sale is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the auditor.

THOMAS J. KEATING

Filed Oct. 3, 1938.

REPORT AND ACCOUNT  
OF THE AUDITOR.  
Filed October 12, 1938.

IN THE Circuit Court for Queen Anne's County, in Equity.

Thomas J. Keating, jr., Attorney named  
in Mortgage,

vs.

Alman Wendt and Katherine Wendt,  
his wife, Mortgagors.

( )  
( )  
( )  
( )  
( )  
( )  
( )

Cause No. 3169.

To the Honorable, the Judges of said Court:

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

That this cause was instituted for the collection of a mortgage debt by sale of the mortgaged property under the power of sale contained in the mortgage described in this cause and Thomas J. Keating, jr., the party named in the mortgage to execute

the power of sale in case of default, made the sale reported herein and is the vendor of the cause.

The property did not sell for enough to pay the mortgage indebtedness due on the day of the sale.

That in the within account stated by the auditor the said vendor has been charged with the amount of the sale made and reported by him in this cause and the auditor has then allowed out of the amount as follows, to wit:

Unto the said vendor his commissions for making the sale, the Court costs of the cause, the cost of advertising the sale and the several orders nisi of the cause and costs incident to the sale, and taxes upon the mortgaged property in arrears at time of the sale, and the fee of the auditor.

Unto said vendor the balance of the sale so charged to him remaining after the allowances mentioned on account of the mortgage indebtedness due on the day of the sale.

The auditor appends a statement showing the balance due by the mortgage on the day of the sale after the sale and the application to the debt of the amount distributed to it as above set forth.

Which is respectfully submitted.

MADISON BROWN  
Auditor.

October 12, 1938.

Cause No. 3169

The proceeds of the sale of the mortgaged real estate of Alman Wendt, the mortgagor making the mortgage filed in this cause, in account with Thomas J. Keating, junior, attorney named in said mortgage to sell the mortgaged real estate in case of default in the terms of the mortgage and as such the vendor making the sale of this cause.

1938		CR.	
June	21	By amount of the gross mortgage sale made this date, per report of sale filed by the vendor, to wit: . . . . .	\$5,500.00
1938		DR.	
June	21	To Thomas J. Keating, jr., the vendor for his commissions for making the sale, per terms of the mortgage, to wit: . . . . .	\$265.00
		To do., for costs of his bond filed herein paid the corporate surety thereon as per receipted account for same exhibited, the sum . . . . .	24.00
		To do., for the amount paid by him to J. E. Anthony, auctioneer, for crying the sale made per receipted account for same exhibited, the sum of . . . . .	25.00
		To do., for amount paid Queen Anne's Record and Observer Publishing Co., for costs of advertising notice of the sale made, \$50.62 and order nisi passed on report of sale, \$5.00, per account for same receipted, exhibited, the sum of . . . . .	55.62
		To do., for the court costs of these proceedings per Statement of Costs made by the Clerk of the Court, as follows: Appearance fee of plaintiff's attorney, \$10.00 Costs of Wm. H. Carter, clerk . . . . . 18.75 total paid per receipted statement. . . . .	28.75
		To do., for amount paid by him to County Tax Collector in settlement of state and county taxes due by mortgagor for year 1937 on mortgaged property, per tax statement with receipt thereon exhibited, the sum of . . . . .	67.27
		To do., for costs of advertising the order nisi to be passed as to this audit, the sum of . . . . .	3.50
		To Madison Brown, auditor, for stating this account the sum of . . . . .	9.00
			<u>\$478.14</u>

To Margaret D. McKenney and John McKenney, trustees  
of Cause in Circuit Court for Queen Anne's  
County, in Equity, bearing number 2548 Chancery  
and entitled "In the Matter of the Trust Estate  
for and in behalf of John McKenny created under and  
by the terms and provisions of the last will and  
testament of William McKenny, 2nd, ~~in~~ the mortga-  
gees named in the mortgage filed in this cause  
this balance, on account of their mortgage claim,  
to wit: . . . . . 5,021.86  
\$5,500.00 \$5,500.00.

October 12, 1938

MADISON BROWN  
Auditor.

Cause No. 3169.

Statement of Mortgage Debt due by  
mortgagor after sale.

Alma\_ Wendt, mortgagor,  
to  
Margaret D. McKenney and John McKenney,  
trustees, mortgagees named in the  
mortgage filed in this cause, DR.

1938  
June  
21 To amount of the mortgage debt due by the mortgagor  
by the said mortgage on this date, . . . . . \$5,333.34  
To interest due thereon on this date, (day of sale) . . . . . 826.67  
Total debt due on day of sale per statement filed . . . . . \$6,160.01

CR.

1938  
June  
21 By amount distributed thereto by above account . . . . . 5,021.86

DR.

To balance due bearing interest from June 21, 1938 . . . . . \$1,138.15

October 12, 1938

MADISON BROWN  
Auditor.

Filed October 12th, 1938.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr. Attorney named in Mortgage	)	IN THE CIRCUIT COURT
	)	
VS.	)	FOR QUEEN ANNE'S COUNTY
	)	IN EQUITY.
Alman Wendt and Katherine Wendt, his wife Mortgagors.	)	CASE No. 3169
	)	

ORDERED, This 12th day of October in the year nineteen hundred  
and thirty-eight that the Report and Account filed in these proceedings by  
Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary there-  
of be shown on or before the 4th day of November, 1938; provided a copy of this order  
be published once a week in each of two successive weeks before the 28th day of  
October, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed October 12th, 1938.

## NISI RATIFICATION OF AUDIT

THOMAS J. KEATING, JR.,  
Attorney named in Mortgage

vs.

ALMA WENDT and  
KATHERINE WENDT, his wife,  
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3169.

ORDERED, This 12th day of October in the year nineteen hundred and thirty-eight 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 4th day of November, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of October, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

True Copy-

Test:

WILLIAM H. CARTER, Clerk.

Filed October 12th, 1938.

## QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Nov. 19, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Thomas J. Keating, Jr. Attorney vs. Alman Wendt and Katherine Wendt a true copy of which is here-to annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 13th day of October, 1938, being more than two weeks before the 28th day of October 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

BERTHA G. DURNEY

Filed Nov. 19, 1938.

ORDER OF COURT

Filed Nov. 21, 1938.

ORDERED, this 19th day of November, 1938, by the Circuit Court for Queen Anne's County, in Equity, that the report and account filed in these proceedings by Madison Brown, Auditor, 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 required by the preceding order nisi; and the Attorney named in the mortgage is directed to apply the proceeds accordingly with a due proportion of interest as the same may have been received, if any.

THOS. J. KEATING

Filed Nov. 21st, 1938.





CAUSE No. 3174.

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

WILLIAM R. HORNEY and  
WESLEY E. THAWLEY,  
Assignees of Mortgage,

vs.

ANNA D. SHARP and  
JOHN B. SHARP, her husband,  
Mortgagors.

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

Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from Anna D. Sharp and John B. Sharp, her husband, to Clarence E. Beauchamp and Araminta Beauchamp, his wife, bearing date the 23rd day of May, 1935, and of the assignment thereof from the said Clarence E. Beauchamp and Araminta Beauchamp, his wife, to William R. Horney and Wesley E. Thawley, bearing date the 1st day of June, 1938, said mortgage and assignment being recorded in Liber W. H. C. No. 1-A, folios 354, etc., a land record book for Queen Anne's County, State of Maryland.

This suit to be docketed, as aforesaid, is for the foreclosure of the above described mortgage under the power of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the balance due on the principal mortgage debt and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

And as in duty bound, etc.,

WM. R. HORNEY

WESLEY E. THAWLEY  
Assignees of Mortgage.

Filed June 10th, 1938.

CERTIFIED COPY OF MORTGAGE  
Filed June 10, 1938.

.....  
#17,140. QUEEN ANNE'S COUNTY, TO  
WIT: Be it remembered that on the Twenty-third day of May, in the year nineteen hundred and thirty five, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, Made this 23rd day of May, nineteen hundred and thirty-five, by Anna D. Sharp and John B. Sharp, her husband, of Caroline County, State of Maryland:

WHEREAS, We owe Clarence E. Beauchamp and Araminta Beauchamp, his wife, the full and just sum of TWENTY-SIX HUNDRED DOLLARS (\$2600.00), for money this day loaned, to be paid one year from the date hereof with interest at the rate of six per centum per annum, payable semi-annually, accounting from the date hereof; To better secure the prompt payment of said principal sum 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 Anna D. Sharp and John B. Sharp, her husband, do hereby grant and convey unto the said Clarence E. Beauchamp and Araminta Beauchamp, his wife, as tenants by the entireties and not as tenants in common, their heirs and assigns, in fee simple, the following described real estate;

Parcel No. 1: ALL that piece or parcel of land situate, lying and being in the town of Hillsboro, Caroline County, Maryland, and described as follows: BEGINNING at a stone planted on the corner of the Thomas H. Jones of W. lot; and runs from thence West on the Hillsboro-Denton road 60 feet 6 inches; from thence north 201 feet and 6 inches; and thence East 60 feet and 6 inches to the corner of the said Jones property; and thence South 201 feet to the place of beginning, containing whatever quantity of land it may, being the same land and premises mentioned and described in a confirmatory deed from S. Norris Pilchard et al. to Anna D. Sharp bearing date the 19th day of November, 1934, and recorded in Liber T. C. H. no. 94, folio 530, one of the Land Record Books for Caroline County aforesaid.

Parcel No. 2: ALL that farm or tract of land which is referred to in the report of sales filed in a cause in the Circuit Court for Queen Anne's County in Equity bearing the number 913 and wherein Robert H. Mullikin and others are the plaintiffs and Emily Mullikin is defendant, as Farm No. 4, and which is situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, near Damsontown, adjoining the lands formerly of Thomas B. Turner and now of wife and children, the land formerly of Samuel H. Chance and now of Mrs. Frances Chance, and the lands of others, and contained within the following metes and bounds, courses and distances, according to the deed hereinafter referred to, to wit: BEGINNING the same at a stone in the line of the said Thomas B. Turner land and running with said land north fifty-eight degrees and thirty minutes east, eighteen rods; thence north seventy-eight degrees forty-five minutes east, twenty-six rods; thence north sixty-four degrees and thirty minutes east, eighteen rods; thence north seventy-two degrees forty-five minutes east, thirty-eight rods to the land of or formerly of William Cannon; then south forty-two degrees and thirty minutes east, sixteen perches and one-fifth of a perch to a point at a stake or stone; thence south one degree and thirty minutes west with the said Cannon land and with the said Chance land one hundred and three perches and six-tenths of a perch to F. Turner land; then with said land and with the road west one hundred and fifty-seven rods to the John Mullikin land; thence north six degrees and fifteen minutes west, forty-one rods and two-tenths of a rod to said Turner land; thence north fifty-eight degrees and fifteen minutes east, sixty-nine rods and three-fourths of a rod to the place of beginning, containing EIGHTY-FIVE ACRES and TWENTY-NINE PERCHES of land, more or less, being the same land mentioned and described in a deed from Harvey Rice and Virgie Rice, his wife, to Anna D. Sharp, and John B. Sharp, her husband, as tenants by the entireties and not as tenants in common, said deed bearing date the 7th day of March, 1933, and of record in Liber B. H. T. No. 16, folio 112, a Land Record Book for Queen Anne's County, State of Maryland.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

PROVIDED, That if we shall pay or cause to be paid the said principal and interest, punctually at the times limited for the payment of the said, as aforesaid, and perform all the covenants herein on our part 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 installments 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 the existence of 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 mortgagees, their 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 contained, then the whole debt, principal and interest hereby secured, shall be immediately due and demandable, and the said mortgagees, their personal representatives or assigns, or Wesley E. Thawley, 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 commission, as aforesaid, be made after advertisement, or bond is filed, 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.

Anna D. Sharp (SEAL)

TEST:

John B. Sharp (SEAL)

Merlyn Kern

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this twenty-third day of May, nineteen hundred and thirty-five, before me the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared Anna D. Sharp and John B. Sharp, her husband, and acknowledged the foregoing mortgage to be their act; and now at the same time, before me, also personally appeared Wesley E. Thawley, attorney and agent for the within named mortgagees, and made oath in due form of law that the consideration set forth in the within and foregoing mortgage is true and bona fide as therein set forth, and did further make oath as aforesaid, that he is the duly authorized agent and attorney of Clarence E. Beauchamp and Araminta Beauchamp, his wife, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

MERLYN KERN  
Notary Public.

Notary  
Public  
Seal.

On the back of the foregoing mortgage was thus endorsed, to wit:

"Examined"

State of Maryland,        )  
                                  ) S. S.  
Caroline County,         )

Filed for record this 23rd. day of May A. D. 1935, at 10.05 o'clock A. M. and duly recorded in Liber T. C. H. No. 32 Folio 129 one of the Mortgage Record books for the County aforesaid.

T. Clayton Horsey, Clerk  
Cost for Recording \$2.75

Queen Anne's County, to wit: Be it remembered that on the tenth day of June, in the year nineteen hundred and thirty eight, the following Assignment was brought to be recorded, to wit:-

For value received, we hereby transfer and assign the within and foregoing mortgage to William R. Horney and Wesley E. Thawley for the purpose of foreclosure and collection.

As witness our hands and seals this 1st day of June, 1938.

WITNESS:

MILDRED B. BUTLER

Clarence E. Beauchamp (SEAL)

ARAMINTA BEAUCHAMP (SEAL)

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. 1A, folios 354, etc., a Land Record Book for Queen Anne's County.

Seal's  
Place.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this tenth day of June, in the year nineteen hundred and thirty eight.

WILLIAM H. CARTER Clerk.

CERTIFIED COPY OF BOND  
Filed June 28, 1938.

Queen Annes County, to wit: Be it remembered that on the twenty eighth day of June, in the year Nineteen Hundred and thirty eight, the following Bond was filed for record, to wit:

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

Know all men by these presents, that we, William R. Horney of Queen Anne's County, State of Maryland, and Wesley E. Thawley, of Caroline County, State of Maryland, as principals, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Hundred Dollars (\$1500.00), current 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 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 25th day of June, 1938.

Whereas, a certain mortgage from Anna D. Sharp and John B. Sharp, her husband, to Clarence E. Beauchamp and Araminta Beauchamp, his wife, bearing date the 23rd day of May, 1935, and recorded in Liber W. H. C. No. 1-A, folios 354 etc., a Land Record book for Queen Annes County aforesaid, was by the said Clarence E. Beauchamp and Araminta Beauchamp, his wife, duly assigned to the said William R. Horney and Wesley E. Thawley, by assignment bearing date the first day of June, 1938, and recorded among the said land records at the foot of said mortgage;

And whereas, the above bounden William R. Horney and Wesley E. Thawley, as the assignee as aforesaid of the above described mortgage, are about to execute the power of sale contained in the said above described mortgage by making sale of a part 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 balance due on the principal mortgage debt and the interest thereon covenanted to be paid 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 William R. Horney and Wesley E. Thawley 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:

HILDA T. SEWARD  
MILDRED B. BUTLER

WM. R. HORNEY (SEAL)  
WESLEY E. THAWLEY (SEAL)

United States Fidelity and  
Guaranty Company

Attest: Hilda T. Seward

By Wm. R. Horney  
Its Attorney-in-Fact.

Corporate  
Seal's  
Place.

Security approved and Bond filed June 28th, 1938.

Wm. H. Carter, Clerk.

State of Maryland, Queen Annes County, to wit:

I hereby certify, that the foregoing is truly taken and copied from the Original Bond filed in the case of Horney and Thawley, Assignees vs. Anna D. Sharp and John B. Sharp, her husband, Mortgagors, No. 3174 Chy. on the 28th day of June 1938, in the Circuit Court 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 28th day of June A. D. 1938.

Seal's  
Place.

William H. Carter, Clerk  
Circuit Court for Queen Annes County.

REPORT OF SALE  
Filed July 19, 1938.

WILLIAM R. HORNEY and  
WESLEY E. THAWLEY,  
Assignees of Mortgage,

vs.

ANNA D. SHARP and  
JOHN B. SHARP, her husband,  
Mortgagors.

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

Cause No. 3174.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney and Wesley E. Thawley, Assignees of the Mortgage from Anna D. Sharp and John B. Sharp, her husband, to Clarence E. Beauchamp and Araminta Beauchamp, his wife, bearing date the 23rd day of May, 1935, and recorded in Liber W. H. C. No. 1-A, folios 354, etc., a land record book for Queen Anne's County, State of Maryland, respectfully shows:

1. That said mortgage was duly assigned by the said Clarence E. Beauchamp and Araminta Beauchamp, his wife, unto the said William R. Horney and Wesley E. Thawley for the purpose of collection by foreclosure or otherwise by assignment bearing date the 1st day of June, 1938, and recorded among said land records at the foot of said mortgage.

2. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debt secured by said mortgage and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

3. That after giving bond to the State with such security as the Clerk of this Court did approve conditioned to abide by and fulfill any order or decree which could be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof as required by law, and after giving notice of the time, place and terms of sale by advertisement inserted in the Queen Anne's County aforesaid, for more than twenty days before the day of sale, said Assignees 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 5th day of July, 1938, beginning at the hour of 2 o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, proceed to sell a part of the mortgaged property in manner following, that is to say:

Said Assignees offered at public sale to the highest bidder a part of the property granted and conveyed by said mortgage described as follows, to wit:

All that farm or tract of land which is referred to in the report of sales filed in a cause in the Circuit Court for Queen Anne's County in Equity bearing the number 913 and wherein Robert H. Mullikin and others are the plaintiffs and Emily Mullikin is defendant, as Farm No. 4, and which is situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, near Damsontown, adjoining the lands--formerly of Thomas B. Turner and now of wife and children, the land formerly of Samuel H. Chance and now of Mrs. Frances Chance, and the lands of others, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING the same at a stone in the line of the said Thomas B. Turner land and running with said land North 58° 30' East, 18 rods; thence North 78° 45' East, 26 rods; thence North 64° 30' East 18 rods; thence North 72° 45' East, 38 rods to the land of or formerly of William Cannon; thence South 42° 30' East, 16 1/5 perches to a point at a stake or stone; thence South 1° 30' West with the said Cannon land and with the said Chance land 103.6 perches to F. Turner land; thence with said land and with the road West 157 rods to the John Mullikin land; thence North 6° 15' West, 41.2 rods to said Turner land; thence North 58° 15' East, 69 3/4 rods to the place of beginning, containing 85 acres and 29 perches of land, more or less.

And said Assignees were forced to withdraw said above described property for want of a bid, but thereafter, to wit: on the 12th day of July, 1938, sold the same, at private sale, to Charles Jarrell, of Caroline County, State of Maryland, at and for the sum of Five Hundred Dollars (\$500.00), (said sum being the only offer said Assignees had been able to obtain for said property), upon the terms advertised (which will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof) and upon the additional terms announced on the day of sale, that is to say:

- (a) That possession would be given upon the final ratification of the sale by the Court, subject to the rights of John B. Sharp as tenant until January 1st, 1939/
- (b) That the wheat crop, which had been harvested but not threshed, would be reserved to the surviving mortgagor, and that the purchaser would be entitled to receive only the landlord's share of the clover seed crop;
- (c) That all taxes of whatsoever kind and nature for the current year 1938 would be payable by the purchaser;
- (d) That the buildings on said property having been destroyed by fire, no insurance was in effect; and
- (e) That the cost of all title papers and other expenses incident to the transfer of the property to the purchaser, including revenue and recordation stamps and notary and recording fees, costs and charges, would be payable by the purchaser.

4. That the said purchaser has complied with the terms of sale by paying unto said Assignee the sum of Five Hundred Dollars (\$500.00) in cash.

Respectfully submitted,

WM. R. HORNEY

WESLEY E. THAWLEY  
Assignees of Mortgage.

Filed July 19th, 1938.

STATE OF MARYLAND, )  
                                  ) TO WIT:  
CAROLINE COUNTY,        )

I HEREBY CERTIFY that on this 16th day of July, 1938, before me, the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared Wesley E. Thawley, one of the Assignees of the mortgage mentioned and described in the foregoing Report of Sale, and made

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

MILDRED B. BUTLER  
Notary Public.

Notary  
Public  
Seal.

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

I HEREBY CERTIFY that on this 19th day of July, 1938, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, one of the Assignees of the mortgage mentioned and described in the foregoing Report of Sale, and made oath, in due form of law, that the matters and things stated in the said foregoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WILLIAM H. CARTER  
Clerk.

Filed July 19th, 1938.

Certificate of Advertisement of sale is recorded immediately following Order of Court ratifying sale.

N I S I

William R. Horney and  
Wesley E. Thawley,  
Assignees of Mortgage,

VS

Anna D. Sharp and  
John B. Sharp, her husband,  
Mortgagors.

) IN THE CIRCUIT COURT

) FOR QUEEN ANNE'S COUNTY

) IN EQUITY.

) CHANCERY No. 3174.

ORDERED, This 19th. day of July A. D., 1938, that the sale of Real Estate made and reported in this cause by William R. Horney and Wesley E. Thawley, Assignees of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd. 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 22nd day of August next.

The Report states the amount of sales to be \$500.00.

WILLIAM H. CARTER Clerk.

Filed July 19th. 1938.

STATEMENT OF MORTGAGE DEBT.  
Filed Oct. 13, 1938.

WILLIAM R. HORNEY and  
WESLEY E. THAWLEY,  
Assignees of Mortgage,

vs.

ANNA D. SHARP and  
JOHN B. SHARP, her husband,  
Mortgagors.

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

Cause No. 3174.

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage debt due and owing as of the day of sale under the mortgage from Anna D. Sharp and John B. Sharp, her husband, to Clarence E. Beauchamp and Araminta Beauchamp, his wife, bearing date the 23rd day of May, 1935, and recorded in Liber W. H. C. No. 1-A, folios 354, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was duly assigned to the said William R. Horney and Wesley E. Thawley for the purpose of collection by foreclosure or otherwise:

Amount of the principal mortgage debt secured  
by said mortgage attached hereto, \$2,600.00

Less the amount of the payment on account of the principal thereof as appears from the receipt on the back of said mortgage, ----- \$1,100.00

Amount of the balance due on account of the principal thereof as of the day of sale,-----\$ 1,500.00

Amount of interest due thereon from November 23rd, 1936, (the date to which it was last paid), to July 5th, 1938, (the date of the sale of the mortgaged property), as follows, to wit:

Interest from November 23rd, 1936, to May 23rd, 1937,-----\$ 45.00
Interest from May 23rd, 1937, to November 23rd, 1937, ----- 45.00
Interest from November 23rd, 1937, to May 23rd, 1938,----- 45.00
Interest from May 23rd, 1938, to July 5th, 1938,----- 10.50 \$ 145.50

Amount of taxes on that part of the mortgaged property located in Caroline County paid by the mortgagees or upon their order, as follows, to wit:

State and county taxes for the year 1937,-----\$ 28.88
Town of Hillsboro taxes for the year 1937,----- 10.00 38.88

Amount of fire insurance premium and cost of vacancy permit on that part of the mortgaged property located in Caroline County paid by the mortgagees or upon their order, as follows, to wit:

Fire insurance premium,-----\$ 13.92
Vacancy permit,----- 1.39 15.31
Amount of interest due and taxes and fire insurance premiums advanced,----- 199.69
Less the amount of rents collected from that part of the mortgaged property located in Caroline County,----- 42.00

Amount of the balance due on account of interest and taxes and fire insurance premiums advanced,----- 157.69

Total amount of mortgage debt as of the 5th day of July, 1938, (the said day of sale),----- \$1,657.69

STATE OF MARYLAND, )
CAROLINE COUNTY, ) TO WIT:

I HEREBY CERTIFY that on this 12th day of October, 1938, before me, the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared Wesley E. Thawley, one of the assignees of the mortgage described in the foregoing statement, and made oath, in due form of law, that the foregoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

MILDRED B. BUTLER
Notary Public.

Notary
Public
Seal.

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

I HEREBY CERTIFY that on this 13th day of October, 1938, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, one of the assignees of the mortgage described in the foregoing statement, and made oath, in due form of law, that the foregoing STATEMENT OF MORTGAGE DEBT is true, to the best of his knowledge and belief.

WILLIAM H. CARTER
Clerk.

Filed Oct. 13th, 1938.

CERTIFICATE OF PUBLICATION OF  
ORDER NISI  
Filed Oct. 13, 1938.

N I S I

WILLIAM R. HORNEY and  
WESLEY E. THAWLEY,  
Assignees of Mortgage,  
vs.  
ANNA D. SHARP and  
JOHN B. SHARP, her husband.  
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3174.

ORDERED, This 19th day of July A. D., 1938, that the sale of Real Estate made and reported in this cause by William R. Horney and Wesley E. Thawley, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of August next.

The Report states the amount of sales to be \$500.00.

WILLIAM H. CARTER, Clerk.  
True Copy-  
Test:  
WILLIAM H. CARTER, Clerk  
Filed July 19th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. October 13, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney and Wesley E. Thawley, Assignees vs. Anna D. Sharp and John B. Sharp, her husband, a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 21st day of July, 1938, being more than four weeks before the 22d. day of August, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed Oct. 13, 1938.

WILLIAM R. HORNEY and  
WESLEY E. THAWLEY,  
Assignees of Mortgage,

vs.

ANNA D. SHARP and  
JOHN B. SHARP, her husband,  
Mortgagors.

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

Cause No. 3174.

FINAL ORDER OF RATIFICATION

ORDERED, this 13th day of October, 1938, 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 William R. Horney and Wesley E. Thawley, Assignees of mortgage, and reported in this 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 duly given as required by the preceding order nisi heretofore passed in this cause; and the said William R. Horney and Wesley E. Thawley, Assignees as aforesaid, are allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.



THOS. J. KEATING

Filed Oct. 13th, 1938.

CERTIFICATE OF PUBLICATION OF SALE  
Filed July 19, 1938.ASSIGNEE'S SALE  
OF A  
VALUABLE FARM

Default having occurred in the terms of the mortgage from Anna D. Sharp and John B. Sharp, her husband, to Clarence E. Beauchamp and Araminta Beauchamp, his wife, dated May 23rd, 1935, and recorded in Liber W. H. C. No. 1-A, folios 354, etc., a land record book for Queen Anne's County, Maryland, and assigned by said Clarence E. Beauchamp and Araminta Beauchamp, his wife, to William R. Horney and Wesley E. Thawley by assignment dated June 1st, 1938, the undersigned, assignees of said mortgage as aforesaid, by virtue of the power of sale contained in said mortgage, will 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 5, 1938 beginning at the hour of 2 o'clock, P. M., a part of the real estate conveyed by said mortgage, consisting of

ALL that farm or tract of land which is referred to in the report of sales filed in a cause in the Circuit Court for Queen Anne's County in Equity, bearing the number 913 and wherein Robert H. Mullikin and others are the plaintiffs and Emily Mullikin is defendant, as Farm No. 4, and which is situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, near Damsontown, adjoining the lands formerly of Thomas B. Turner and now of wife and children, the land formerly of Samuel H. Chance and now Mrs. Frances Chance, and the lands of others, and contained within the following metes and bounds, courses and distances to wit: BEGINNING the same at a stone in the line of the said Thomas B. Turner land and running with said land North 58° 39' East, 18 rods; thence North 78° 45' East, 26 rods; thence North 64° 30' East, 18 rods; thence North 72° 45' East, 38 rods to the land of or formerly of William Cannon; thence South 42° 30' East, 16 1/5 perches to a point at a stake or stone; thence South 1° 38' West with the said Cannon land and with the said Chance land 103.6 perches to F. Turner land; thence with said land with the road West 157 rods to the John Mullikin land; thence North 6° 15' West, 41.2 rods to said Turner land; thence North 58° 15' East, 69 3/4 rods to the place of beginning, containing 85 acres and 29 perches of land, more or less.

TERMS OF SALE: One-third of the purchase money will be required on day of sale, and the balance will be required in two equal installments, payable, respectively, in six and twelve months from day of sale, or all cash, at option of purchaser, all credit payments, if any, to bear interest from day of sale, and to be secured to satisfaction of the undersigned. Further particular will be made known on day of sale.

WILLIAM R. HORNEY,  
WESLEY E. THAWLEY,  
Assignees of Mortgage.

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 14, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignees Sale in the case of William R. Horney and Wesley E. Thawley, Assignees of Mortgage vs. Anna D. Sharp and John B. Sharp her husband a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 9th day of June, 1938, being more than four weeks before the fifth day of July, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed July 19th, 1938.

REPORT AND ACCOUNT  
OF THE AUDITOR.  
Filed Oct. 18, 1938.

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

William R. Horney and  
Wesley E. Thawley,  
Assignees of Mortgage,

vs.

Anna D. Sharp and  
John B. Sharp, her husband,  
Mortgagors.

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Cause No. 3174.

To the Honorable, the Judges of said Court:

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

The proceedings of this cause were instituted and have been conducted for the collection of a mortgage debt by sale of the mortgaged property by the plaintiffs to whom the mortgage was assigned. The proceeds of the mortgage sale are not sufficient to pay the costs incident to the sale and the mortgage debt in full.

The auditor has stated the within account by first charging the assignees and vendors with the amount of the gross sale made by them and the auditor then has allowed thereout as follows:

Unto the vendors for their commissions for making the sale, the court costs of this cause, the cost of their bond with corporate surety thereon, the charges of the auctioneer for crying the sale, the cost of advertising the notices of sale and the several orders nisi of the cause, and the fee of the auditor.  
Unto the assignees as such the balance of the amount charged as above set forth remaining after these allowances on account of their mortgage claim.

The auditor has appended to the account a statement of the mortgage debt showing the balance due by the mortgagors on the day of the sale but after the application to the mortgage claim of the assignees of the amount distributed to the assignees as above set forth.

Which is respectfully submitted.

MADISON BROWN  
Auditor.

October 18, 1938.

Cause No. 3174.

The proceeds of the sale of the mortgaged real estate of Anna D. Sharp and John B. Sharp, her husband, the parties making the mortgage filed in this cause, in account with William R. Horney and Wesley E. Thawley, assignees of said mortgage and as such the vendors selling the mortgaged land through the proceedings of this cause.

1938	CR.	
July		
5	By amount of the gross sale of the said real estate made by said vendors per their report of sale filed herein, to wit: . . . . .	\$500.00

1938	DR.	
July		
5	To William R. Horney and Wesley E. Thawley, vendors, for their commissions for making sale of this cause, per terms of said mortgage, the sum of . . . . .	\$35.00
	To do., for the court costs of this cause as set out in the statement of costs made by the Clerk of this Court as follows: Appear. fee of plaintiffs' attorneys, \$10.00 costs of said Clerk . . . . .	28.75
	To do., for the costs of their bond filed in this cause paid to the corporate surety thereon, per receipted bill for same exhibited, the sum of . . . . .	10.00
	To do., for the amount paid to their auctioneer, J. E. Anthony, for crying the sale made per his receipt for same exhibited, the sum of . . . . .	10.00
	To do., for the costs of advertising notice of sale, \$45.00, and order nisi thereon, \$5.00 due Queen Anne's Record and Observer Publishing Company, per account for same exhibited, the sum of . . . . .	50.00

To do., for costs of advertising the order nisi to be passed as to this audit, the sum of . . . . 3.50

To Madison Brown, auditor, for stating this account, the sum of . . . . . 9.00

\$146.25

To William R. Horney and Wesley E. Thawley, assignees of said mortgage, in part payment of their mortgage claim due on day of sale, to wit: . . . . . 353.75

\$500.00 \$500.00

October 18, 1938.

MADISON BROWN  
Auditor.

Cause No. 3174.

Statement of Mortgage Debt due by the above named mortgagors on day of sale of above cause but after the sale.

Anna D. Sharp and John B. Sharp, her husband, mortgagors making the mortgage filed in this cause,

to  
William R. Horney and Wesley E. Thawley,  
Assignees of said mortgage,

DR.

1938  
July  
5

To amount of the debt due by said mortgagors to said assignees on this date, day of sale, under the terms of said mortgage, per statement of mortgage debt filed, to wit: . . . . . \$1,657.69

CR.

" "

By net proceeds of the sale of this cause, being amount distributed by above account to said assignees, . . . . . 353.75

DR.

1938  
July  
5

To balance due bearing interest from this date . . . . . \$1,303.94

October 18, 1938.

MADISON BROWN  
Auditor.

Filed Oct. 18th, 1938.

N I S I RATIFICATION OF AUDIT

William R. Horney, and  
Wesley E. Thawley,  
Assignees of Mortgage,

VS.

Anna D. Sharp and  
John B. Sharp, her husband,  
Mortgagors.

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

) CASE No. 3174.  
)  
)

ORDERED, This 18th day of October in the year nineteen hundred and 38 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 11th. day of November, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 4th. day of November, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed October 18th. 1938.

CERTIFICATE OF PUBLICATION  
OF NISI RATIFICATION OF AUDIT  
Filed Nov. 12, 1938.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY, and  
WESLEY E. THAWLEY,  
Assignees of Mortgage.

vs.

ANNA D. SHARP, and  
JOHN B. SHARP, her husband  
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3174.

ORDERED, This 18th day of October in the year nineteen hundred and thirty eight 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 11th day of November, 1938; provided a copy of this order be published once a weeks in each of two successive weeks before the 4th day of November, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk  
Test:  
True Copy-  
WILLIAM H. CARTER, Clerk.  
Filed October 18th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. November 12th, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney and Wesley E. Thawley vs. Anna D. Sharp and John B. Sharp a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 20th day of October, 1938, being more than two weeks before the 11th day of November, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Nov. 12, 1938.

ORDER OF COURT  
Filed Nov. 17, 1938.

FINAL RATIFICATION OF AUDIT

ORDERED, this 17th day of November, 1938, 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 as directed by the previous Order of Ratification Nisi passed thereon in this cause; and the Assignees, William R. Horney and Wesley E. Thawley, are hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignees.

THOMAS J. KEATING

Filed Nov. 17, 1938.

CAUSE NO. 3198.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eighth day of February, in the year nineteen hundred and thirty nine, the following Transcript of Record was filed for record, to wit:

IN THE CIRCUIT COURT FOR TALBOT COUNTY, MARYLAND, IN EQUITY.

WESTERN MARYLAND TRUST COMPANY, Trustee, a body corporate,

Plaintiff

vs.

THE TALBOT FARMS COMPANY, a body corporate

Defendant

Filed May 7, 1938

NO. 2325 Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, Western Maryland Trust Company, complaining, says:

(1) That it is a banking and trust company duly incorporated under the laws of the State of Maryland, with its place of business in Frederick, City and County, State of Maryland.

(2) That The Talbot Farms Company is a body corporate doing business in the State of Maryland.

(3) That the said The Talbot Farms Company by its mortgage or deed of trust made as of the 15th day of January in the year 1934 and actually executed on the 13th day of August in the year 1934, did grant and convey unto the Plaintiff, Western Maryland Trust Company as Trustee, all and singular the real property described in said mortgage or deed of trust for the purpose of securing an issue of 1st mortgage bonds described therein in the sum of Eighty Two Thousand Five Hundred (\$82,500.00) Dollars, being designated as "The Talbot Farms Company, Class A, First Mortgage, 15-year Coupon Bonds", and "The Talbot Farms Company, Class B, 15-year Coupon Bonds" in the face amount of One Hundred Fourteen Thousand \$114,000.00) Dollars, junior to said Class A, First Mortgage, 15-year Coupon Bonds, all of which will more fully and at large appear by reference to a certified copy of said mortgage or deed of trust, which is recorded among the Land Records of Talbot County in T. J. F. #233, Folio 77, one of the Land Records for Talbot County, and in Queen Annes County, in Liber B. H. T. No. 18, Folio 339, one of the Land Records of Queen Annes County, and which certified copy as aforesaid is filed herewith and prayed to be taken as a part hereof and marked "Plaintiff's Exhibit A".

(4) That by the conveyance contained in said Deed of Trust or mortgage the said grantor did convey unto your orator all the real property, rights, and ways, therein described to secure said issue of bonds.

(5) That all of said bonds described herein were issued in pursuance of said deed of trust or mortgage and are the valid acts of the said The Talbot Farms Company, and have been duly certified by your orator as Trustee, and delivered to the mortgagor company; which company has negotiated the same, and all of said bonds are now outstanding in the hands of the holders thereof.

(6) That the said mortgagor company covenanted by the terms of said mortgage

(a) To pay the interest on said Class A First Mortgage 15-year coupon bonds to your orator for disbursement to the holders of said bonds on January 15th and July 15th of each year.

(b) To pay and discharge all taxes and assessments upon the said mortgaged property.

(7) That by Article Ninth of said indenture it is provided:

"ARTICLE NINTH: That the said Trustee, upon becoming entitled to take possession of the said property, may in its discretion, and shall on the written request of the holder or holders of ten per centum of all and each of the said Class "A" First Mortgage Fifteen Year Coupon Bonds and Class "B" Fifteen Year Coupon Bonds then outstanding, and upon being indemnified as aforesaid, after entry as aforesaid, or other entry, or without entry, personally or by attorney or agent, or by proceedings in a Court of Equity, cause the said premises and property hereby mortgaged to be sold to the highest bidder at public auction on the premises, after first giving notice of the time, place and terms of sale, by advertisement, published once a week for the six weeks next preceding the day of sale,

in a newspaper published in the town of Easton, in the State of Maryland, and such other notice, if any, as may be deemed desirable by the said Trustee. And at such sale the said premises and property shall be sold as an entirety, or in such parcels and on such terms as the said Trustee may deem necessary or proper, having due regard to the interests of all parties; and the said Trustee may, in its discretion, adjourn the said sale from time to time and, if adjourned, make the same in the manner aforesaid, without further notice, at the time and place to which it may be adjourned. Upon receiving the purchase money therefor, the said Trustee shall execute, acknowledge and deliver to the purchaser or purchasers at the said sale, his, her or their heirs and assigns, a good and sufficient deed or deeds of the property so sold, and do or cause to be done whatever other act or thing which may be necessary to transfer to him, her or them, the property purchased, which sale and conveyance or other transfer shall forever be a bar, both at law and in equity, against the said Company, its successors and assigns, and all persons claiming by, from or under it or them, of all right, title, interest, estate or claim in, unto and out of the premises, property, things, franchises, privileges and immunities, so sold, and any and every part thereof, whether the said Trustee be in possession thereof or not. And the receipt of the said Trustee shall be a full and sufficient discharge to said purchaser or purchasers, who shall be under no obligation to see to the application of the purchase money".

(8) That your Orator accepted the provisions of said trusteeship and did collect from the Defendant Company the interest on the first mortgage bonds as provided by said mortgage or deed of trust, and disbursed the same to the holders of the said bonds upon the surrender of the appropriate coupons during the years 1934, 1935 and 1936 and 1937, but that on January 15th, in the year of 1938, the Defendant Company, The Talbot Farms Company, defaulted in the payment of the interest on the first mortgage bond, which default still continues, although notice to the Defendant Company has been given in accordance with the provisions of said mortgage or deed of trust as will hereinafter appear.

(9) That the Continental Life Insurance Company, a body corporate, principal place of business being in Washington, District of Columbia, being the owner and holder of more than ten per cent of each of the Class A and Class B Bonds, did on January 20th, 1938 give notice to The Talbot Farms Company and to the Western Maryland Trust Company, Trustee, the Plaintiff herein, of its demand for appropriate proceedings at the expiration of ninety days from the date of said notice to foreclose the property conveyed by said deed of trust. A copy of said notice is filed herewith and prayed to be taken as a part hereof and marked "Plaintiff's Exhibit B".

(10) That the State and County taxes for the year 1936 and 1937 due and payable on the lands conveyed to the said Trustee to secure the issue of said bonds remain unpaid, delinquent and in default.

(11) That the said default as described in the original notice filed herewith and marked "Plaintiff's Exhibit B" has continued for a period of 90 days.

(12) That The Talbot Farms Company, defendant herein, by its President, Charles O. Hall, under date of January 22nd, 1938 acknowledged the notice described in this bill of complaint as "Plaintiff's Exhibit B"; copy of which said acknowledgment is filed herewith, prayed to be taken as a part hereof and marked "Plaintiff's Exhibit C".

WHEREFORE, your Orator prays for the following relief:

(1) That this Honorable Court assume jurisdiction of the Trust created by virtue of said deed of trust.

(2) That the said mortgage or deed of trust be decreed to be a lien upon all of the property described in the said mortgage or deed of trust, conveyed as therein set forth.

(3) That the said mortgage or deed of trust be foreclosed, and that all of said mortgaged property be sold free from the equity of redemption therein, in such manner and on such terms as are provided in said mortgage, or as may be fixed by this Court, and that the proceeds of said sale, after deducting all expenses incident thereto and all charges and liabilities entitled to payment in priority to said bonds, by virtue of said mortgage or the orders of this Court, be applied to the payment of the principal and interest of said bonds, and that in the event that the net proceeds of the sale of the mortgaged property be not sufficient for the payment of both the principal and all interest due on said bonds, that the said trustee, your orator, for the benefit of the holders of said bonds, should have a judgment or money decree against The Talbot Farms Company for any balance.

(4) That your Orator may have such other and further relief as the nature of its case may require.

May it please your Honors to grant unto your Orator the write of subpoena directed to said Defendant, The Talbot Farms Company, a body corporate, commanding it to be and appear in this Court on some certain day to be named in said writ, and to answer, abide by and perform such decree as may be passed in this case.

And as in duty bound,

(Seal's  
Place)

ATTEST:

Louis L. Wilson, Secretary

WESTERN MARYLAND TRUST COMPANY, TRUSTEE  
By Wm. B. Cutshall, President.

(Seal's  
Place)

W. Clinton McSherry,  
Solicitor for Complainant.

STATE OF MARYLAND

FREDERICK COUNTY TO WIT:

I hereby certify that on this 3rd day of May, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William B. Cutshall, President of the Western Maryland Trust Company, and made oath in due form that the matters and facts set forth in the foregoing bill of complaint are true as therein stated to the best of his knowledge, information and belief. Witness my hand and notarial Seal

W. Eugene Sanders, Notary Public.

IN THE CIRCUIT COURT FOR TALBOT COUNTY, MARYLAND

WESTERN MARYLAND TRUST COMPANY,  
Trustee, a body corporate,  
Plaintiff  
  
vs.  
  
THE TALBOT FARMS COMPANY, a  
body corporate,  
  
Defendant.

Filed May 14, 1938

Equity No. \_\_\_\_\_

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Talbot Farms Company, a body corporate, defendant in the above entitled cause, appearing herein, submitting to the jurisdiction of this Court and answering generally the Bill of Complaint exhibited against it, says:

It admits that it is a body corporate, and as such the owner of various farms or real estate situated in Talbot and Queen Anne Counties, Maryland.

That it did on the thirteenth day of August, 1934, execute a certain paper-writing which it considered a bona fide mortgage or deed of trust. Said paper-writing conveyed the property therein mentioned to the Western Maryland Trust Company, a body corporate, as Trustee, to secure the payment of bonds issued by the defendant, as set forth in the Bill of Complaint, which bonds were sold, delivered, or negotiated by said Trust Company to various parties, which bonds are now outstanding. The copy of said instrument filed with the Bill of Complaint and marked "Plaintiff's Exhibit A", is a copy of the paper-writing executed by this defendant, and this defendant recognizes same as a valid mortgage or deed of trust.

This defendant admits that it did covenant to pay the interest on said bonds on January 15th and July 15th of each year, and to pay all taxes and assessments against said property, which it did as long as it was able to do so, but it was unable to pay the real estate taxes for the years 1936 and 1937, which taxes are now due and owing, and that it was likewise unable to meet the January 15, 1938, payment of the interest on said bonds.

Defendant further admits that the Continental Life Insurance Company, Incorporated, a body corporate, being one of the largest holders of said bonds, did give notice to this defendant and to the Western Maryland Trust Company as Trustee, of the default on the part of this defendant, which notice as given in conformity with the terms of said deed of trust, and that said Continental Life Insurance Company, Incorporated, a body corporate, was well within its rights in thus demanding the sale of the mortgaged properties.

Defendant admits that the copies of the Demand, and the Answer thereto, as filed herein, are true and exact copies thereof.

Further answering said Bill of Complaint this defendant admits that it is without funds to pay the taxes as stated, and the interest upon the bonds, all of which is a great disappointment to this defendant.

Defendant further says that in seeking to operate said farms in such a manner that it might meet its obligations, it did in the Fall of 1937 buy certain fertilizers and seed in connection with the planting of the wheat crop on said farms at that time, and gave crop liens to secure the payment of the purchase price thereof, which liens are now subsisting upon the growing crops. That in the Spring of this year it purchased other fertilizer to be used in connection with the planting of the current crop, it being their desire to have the farms under cultivation if and when sales became necessary and for this fertilizer it

gave liens upon the growing crops, which liens are now subsisting thereon.

Further answering said Bill of Complaint this defendant says that while the terms of the deed of trust specified that in case of foreclosure sale was to be made upon the premises, it feels that this provision is impracticable, cumbersome, expensive, and troublesome, and that it would be to the best interests of all parties in the event of a foreclosure sale to have said sale made at the Court House door in Talbot County.

Respectfully submitted,

THE TALBOT FARMS COMPANY, a body  
corporate,

BY: Charles O. Hall  
President.

LeRoy Pumphrey  
Attorney for Defendant

IN THE CIRCUIT COURT FOR TALBOT COUNTY,  
MARYLAND, IN EQUITY.

WESTERN MARYLAND TRUST COMPANY,  
Trustee, a body corporate,  
Plaintiff

Filed July 18, 1938

vs.

THE TALBOT FARMS COMPANY, a body  
corporate  
Defendant

No. \_\_\_\_\_ Equity

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The parties hereto, by their Counsel, submit the cause to the Court for adjudication on the bill, exhibits, affidavit and answer, and respectfully request the Court to assume jurisdiction in the premises and decree the sale of the property described in the Bill of Complaint, and fix the time, place, manner and terms of sale, as the Court may deem appropriate.

W. Clinton McSherry  
Attorney  
Western Maryland Trust Company

LeRoy Prumphrey  
Attorney  
Talbot Farms Company

Filed July 20, 1938

IN THE CIRCUIT COURT FOR TALBOT COUNTY, MARYLAND  
IN EQUITY.

WESTERN MARYLAND TRUST COMPANY,  
a body corporate, Trustee

vs.

THE TALBOT FARMS COMPANY, a body  
corporate.

No. 2325 EQUITY

DE C R E E

The bill of complaint and affidavit thereon of the Western Maryland Trust Company, Trustee, against The Talbot Farms Company, and the answer of the defendant, and the stipulation of the parties submitting the proceedings to the Court for Decree on Bill and Answer, filed in the above entitled cause, having been presented to the Court and by the Court read and considered,



It is thereupon, this 20th day of July, 1938, by the Circuit Court for Talbot County, Maryland, sitting as a Court of Equity, and by the authority thereof, Adjudged, Ordered and Decreed:

(1) That the allegations, matter and facts set out in the bill of complaint are true, and that the deed of trust therein referred to and filed as an exhibit with said bill has heretofore been executed and delivered, and is established as a lien upon all of the real property and improvements thereon, in said deed of trust described and referred to.

(2) That there have been duly issued and negotiated and are now outstanding all of the bonds authorized and secured by said deed of trust, that is to say, Eighty Two Thousand Five Hundred (\$82,500.00) Dollars of "The Talbot Farms Company, Class A. First Mortgage, 15-year Coupon Bonds", and One Hundred Fourteen Thousand (\$114,000.00) Dollars of "The Talbot Farms Company, Class B, 15-year Coupon Bonds"; all of which bonds are the valid acts and obligations of The Talbot Farms Company, and all of which are secured by the Terms of said deed of trust.

(3) That The Talbot Farms Company has made default in the payment of:

a. The installment of interest due upon said Class A, First Mortgage, 15 year Coupon Bonds on January 15th, 1938;

b. The taxes due the Counties of Talbot and Queen Annes in the State of Maryland, and the State of Maryland for the year 1936 and 1937.

(4) That The Talbot Farms Company, the defendant, pay or cause to be paid within five days after the entry of this decree to the Western Maryland Trust Company, as Trustee for the use of the holders of said bonds, the principal thereof and the interest thereon to the date of payment, and likewise cause to be paid within said time the taxes due on the mortgaged property to Talbot County, Queen Annes County and the State of Maryland; and in the event of such payments the said defendant, or some one claiming under it, or any party to this cause, may apply to this Court for such further relief and such further directions as may seem just and equitable.

(5) That in default of such payment all of the mortgaged premises shall be sold, and all of the right, title, estate and equity of redemption therein of The Talbot Farms Company, and all persons claiming under it, and all of the right and title of the Trustee under said mortgage and in and to said property shall be forever barred and foreclosed.

(6) That The Western Maryland Trust Company is hereby appointed Trustee to make sale of said property hereunder, and it shall have all of the powers and authority vested in it by this decree or any future decree or order to be passed herein, and by the rules and practice of this Court, in addition to, or in furtherance of, such powers as are by the terms of said mortgage conferred upon the Trustee thereunder, in so far as the same relate to the making of a sale by it in the event of a default in the terms of said mortgage. Said Trustee, being authorized by law to act as such without the necessity of giving bond conditioned for the faithful performance of its duties, it is hereby excused from the necessity of giving bond as trustee hereunder.

(7) That the property be sold at public auction to the highest bidder on the mortgaged premises or in front of the Court House Door at Easton, Talbot County, Maryland, as the Trustee may determine, at such time as shall be fixed by the Trustee, which sale shall be made of the mortgaged property as a whole or in parcels as the Trustee shall elect. Public notice of the time, place and terms of sale shall be given by the Trustee by advertisement in a newspaper published in Talbot County, and by advertisement in a newspaper published in Queen Anne's County, in the State of Maryland, once a week for six successive weeks, the first insertion to be at least six weeks before the day of sale, which advertisement shall briefly describe the property to be sold, and by such other advertisement as the Trustee may determine.

(8) That the terms of sale shall provide that at least five percent of the amount of the bid shall be paid in cash, on day of sale, which shall be deposited upon acceptance of the bid, and that the balance of the purchase price may be paid on or before the final ratification of said sale by this Court, the said Trustee being hereby authorized to accept payment either in cash or by the turning in and delivering to the Trustee for cancellation or for credit endorsement any of the bonds and coupons secured by the aforesaid deed of trust, which bonds and coupons shall be accepted on account of said purchase price as equivalent to such amount of cash as would be payable as the distributive share of such bonds and coupons out of the proceeds of sale of all the mortgaged property if the whole amount of the purchase price therefor were paid in cash; any deferred payment to draw interest from day of sale and to be secured to the satisfaction of the Trustee.

The Western Maryland Trust Company, Trustee for the holders of any of said bonds, or any party to this cause, may bid at such sale.

(9) That the Trustee may reject any or all bids, but any sale made by it shall, immediately upon the making thereof, be reported to this Court, together with its proceedings with respect thereto, for its confirmation, and upon confirmation of said sale and the payment of the purchase price as hereinbefore provided, the Trustee shall deliver to the purchaser or purchasers, such of the mortgaged property sold as is susceptible of deliver, and shall execute to the purchaser or purchasers a good and sufficient deed for the property purchased.

(10) That upon confirmation of said sale, and payment of the purchase price for the property sold, the proceeds of sale shall be applied as follows:

- a. To the payment of the costs and expenses of said sale.
- b. To the payment of all taxes and governmental charges.
- c. To the payment of any liabilities or obligations superior to the lien of said bonds.
- d. To the payment of the principal and interest, of said bonds secured by said deed of trust, without distinction of principal over interest, and if not sufficient to pay the same in full then ratably, subject, however, to the priority contained in said mortgage or deed of trust with reference to the payment of the said Class A, First Mortgage 15-year Coupon Bonds in full with all interest due thereon before the payment of any of the said Class B 15-year Coupon Bonds of the said The Talbot Farms Company.
- e. The surplus, if any, to be paid to The Talbot Farms Co. or to whomever may be entitled thereto.

(11) That if the proceeds of sale be not sufficient to pay the principal and interest of all of the bonds issued and outstanding under said deed of trust, the Trustee shall report the same to this Court, in which event it shall, as Trustee under said mortgage, be entitled to apply for judgment or decree against the said The Talbot Farms Company for the amount of such deficiency.

J. OWEN KNOTTS,  
Judge.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 24, 1938.

The QUEEN Anne's Record and Observer Publishing Co. hereby certifies that the Trustee's Sale in the case of Western Maryland Trust Company, a body corporate, Trustee -vs. The Talbot Farms Company, a true copy of which is hereto annexed, was inserted in the Queen Anne's Record-Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for seven successive weeks the first publication thereof having been made in said newspaper on the 4th day of August 1938, being more than seven weeks before the 17th day of September 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Bertha G. Durney

W. Clinton McSherry, Solicitor  
Frederick, Md.  
G. Elbert Marshall, Solicitor  
Easton, Md.

TRUSTEE'S SALE  
OF VALUABLE  
REAL PROPERTY

IN TALBOT AND QUEEN ANNE'S COUNTIES, STATE OF MARYLAND

Under and by virtue of a decree of the Circuit Court for Talbot County, State of Maryland, entered on the 20th day of July, 1938, in a cause therein pending, being No. 2325 Equity, in which Western Maryland Trust Company, a body corporate, Trustee, is plaintiff, and The Talbot Farms Company, a body corporate, is defendant, and under and by virtue of the power and authority conferred upon said, Western Maryland Trust Company, the Trustee named in said decree, in addition to, or in furtherance of, the powers, relating to the making of a sale by said Trustee in the event of a default, as recited in a mortgage and/or deed of trust executed by and between the Talbot Farms Company, and Western Maryland Trust Company Trustee, on the 13th day of August, 1934, and recorded in Liber T. J. F. No. 233, Folio 77, one of the Land Records of Talbot County, and also in Liber B. H. T. No. 18, Folio 399, one of Land Records for Queen Anne's County, and default having occurred under the said decree, and under the provisions of said mortgage and/or deed of trust, the undersigned Trustee will offer for sale at public auction in front of the Court House door in Easton Talbot County, State of Maryland on SATURDAY, SEPT. 17, 1938 at 1:30 o'clock P. M. all the following described parcels of land, together with the buildings and improvements thereon;

FIRST (1) All that farm situated near the village of Lewistown in Chapel District, containing 208 acres of land, more or less, and known as "Farnsworth," and being more fully described in a deed from American Fire Insurance Company of Baltimore to William A. Walls, dated the 17th day of January, 1901, and recorded in Liber F. G. W. No. 135, Folio 36, one of the Land Records for Talbot County; and

(2) All that farm situated on the waters of Tuckahoe River, called and known as "Frances Delgith", "Hampton", "Rich Range", containing 169 acres of land, more or less, and being all and the same real estate that was conveyed by William A. Walls, and wife, to The Talbot Packing and Preserving Company of Talbot County, by deed dated the 2nd day of January, 1920, and recorded in Liber C. B. L. No. 183, folio 435, etc., one of the Record Books of Talbot County.

Improved by Two Story Frame Dwelling House, two Tenant Houses, Barn and Stable Sheds and Outbuildings.

SECOND: All that farm or tract of land called or known as "Dubmore's Heath," and "Frampton", situate, lying and being in Chapel District, Talbot County, containing 176 acres of land, more or less, and being the same real estate conveyed unto The Talbot Packing and Preserving Company by deed from Elijah W. West, and wife, dated the 2nd day of January, 1913 and recorded in Liber F. G. W., No. 163, folio 400, etc., one of the Land Records of Talbot County;

Improved by Two Story Dwelling House, Barn and Stable.

THIRD: All that farm, known as the St. Joseph's Catholic Church Farm, situate, lying and being in the Chapel District, Talbot County, containing 204.8 acres of land, more or less, it being the same tract of land which was conveyed to the Talbot Packing and Preserving Company by deed from Annie E. Merrick, et al, dated the 31st day of December, 1912, and recorded in Liber F. G. W., No. 163 folio 394, one of the Record Books of Talbot County,

Also all the right, title and interest in and to all that right of way which was conveyed to Abraham C. Nevius by Matilda E. Bennett, et al, by deed dated May 9th, 1895, and recorded in Liber T. H. No. 125, folio 47, one of the Land Record Books of Talbot County;

Improved by Two Story Frame Dwelling House, four Tenant Houses, Barn, Stable, Sheds and Outbuildings.

FOURTH: All that farm situate, lying and being in Chapel District, Talbot County, Maryland, located on the road leading from Cordova to Moore's Mill, containing one hundred and seventy-three acres, two rods, five perches of land, more or less; it being the same real estate conveyed to the Talbot Packing and Preserving Company of Talbot County by John L. Fisher, and wife, by deed dated the 2nd day of January, 1915, and recorded among the Land Records for Talbot County in Liber F. G. W., No. 169, folio 371;

Improved by Two Story Frame Dwelling House, also Tenant House, Barn, Stable, Sheds and Outbuildings.

FIFTH: All that parcel of land situate, lying and being in Chapel District, Talbot County, Maryland, and containing eighty acres, one rood and ten perches of land, more or less; it being the same real estate that was conveyed unto the Talbot Packing and Preserving Company of Talbot County by Thomas E. Leaverton and wife, by deed dated the 2nd day of January, 1920, and recorded in Liber C. B. L. No. 183, folio 436, one of the Land Records of Talbot County;

Improved by Two Story Frame Dwelling House.

SIXTH: All those farms or tracts of land situate, lying and being in Chapel District, Talbot County, and more particularly described as follows:

(1) All that tract or parcel of land situate, lying and being in Chapel District, Talbot County, Maryland, near the village of Lewistown, containing the quantity of one hundred twenty acres of land, more or less; and more fully described in a deed from Charles E. Shannahan, Assignee to James T. Wood, dated the 20th day of May, 1884, and recorded in Liber T. H. N. No. 99 folio 18, one of the land Records for Talbot County; and

(2) All that tract or parcel of land situate, lying and being in Chapel District, Talbot County, Maryland, containing nine acres, two rods, twenty-six perches of land, more or less, and now united with the first described parcel of land as one farm; it being the same real estate which was conveyed from John W. Griffith, et al to James T. Wood, by deed dated the 18th day of April, 1902, and recorded in Liber F. G. W., No. 139, folio 371, one of the Land Records of Talbot County:

It being the same real estate that was conveyed unto The Talbot Packing and Preserving Company of Talbot County by deed from Emma W. Rigby and J. Ivon Rigby, by deed dated the 31st day of December, 1919, and recorded among the Land Records for Talbot County in Liber C. B. L., No. 183, folio 299, etc.

Improved by Two Story Frame Dwelling House, Barn, Stable and Sheds.

SEVENTH: All that tract or parcel of land situate, lying and being in Chapel District, Talbot County, Maryland, near the village of Lewistown, containing 26 acres, more or less; it being the same real estate conveyed unto the Talbot Packing and Preserving Company of Talbot County by John F. Rollinson and wife, by deed dated the 3rd day of January, 1920, and recorded in Liber C. B. L., No. 184, folio 6, one of the Land Records for Talbot County;

EIGHTH: All that farm or tract of land situate, lying and being in Talbot County, State of Maryland, about one mile from the village of Cordova, and known as the Baer property, containing thirty-two acres of land, more or less; and being the same real estate that was conveyed unto The Talbot Packing and Preserving Company of Talbot County by James T. Bright, Trustee, by deed dated the 13th day of December, 1910, and recorded in Liber F. G. W., No. 158, Folio 272, etc., one of the Land Records of Talbot County;

Improved by Two Story Frame Dwelling House.

NINTH: All that tract or parcel of land, situate, lying and being in Chapel District of Talbot County, on the South side of the public road leading from Wye Mills to Hillsboro, known as "Hillsdeen Enlarged", and being composed of several tracts of land formerly called "Normantown", "Hillsdeen" and "Rockey Point", containing eight hundred fourteen and twelve one-hundredths acres of land, more or less, and being the same property conveyed unto Cover and Company by the Cover Canning Company by deed dated the 1st day of August, 1918, and recorded among the Land Records of Talbot County in Liber C. B. L., No. 179, Folio 105, save and except all that lot or parcel of ground containing 10.76 acres, more or less, which was conveyed by Cover and Company to Howard Nichols by deed dated the 17th day of January, 1920, and recorded in Liber C. B. L., No. 184 Folio 210, one of the Land Records for Talbot County; it being the same tract of land that was conveyed unto The Talbot Packing and Preserving Company by the said Cover and Company by deed dated the 1st day of January, 1921, and recorded among the Land Records of Talbot County in Liber C. B. L., No. 188, Folio 492, etc.,

Improved by Three Two Story Dwelling Houses, four Tenant Houses, three Barns and Stables also implement Sheds and Outbuildings.

TENTH: All that tract of land known as the "Little Salle Price" tract, or part of a tract of land called "Normantown", near the headwaters of Skipton Creek containing one hundred and sixty-one acres, twenty-two and one half perches of land, more or less; it being the same tract or parcel of land that was conveyed unto The Talbot Packing and Preserving Company of Talbot County to Cover and Company by deed dated the 1st day of January, 1921, and recorded in Liber C. B. L., No. 188, Folio 492, etc., one of the Land Records of Talbot County;

Improved by Two Story Frame Dwelling House, Barn, Stable and Outbuildings.

ELEVENTH: All that tract of land situate, lying and being partly in the Third and partly in the Sixth Election Districts of Queen Anne's County, Maryland, lying on both sides of the public road leading from Starr to Willoughby, and also on the right side of the road leading from the aforesaid road to Wye Camp Ground, containing one hundred and thirty-three acres of land, more or less, and being the same lands conveyed to The Talbot Farms Company by deed dated July 1, 1924, and recorded among the Land Records for Queen Anne's County in Liber B. H. T., No. 2, Folio 458.

Improved by Two Story Frame Dwelling House.

The aforementioned tracts firstly, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly, ninthly and tenthly, described having been conveyed unto The Talbot Farms Company by the Talbot Packing and Preserving Company by deed dated the 1st day of July, 1924, and recorded among the Land Record Books for Talbot County in Liber C. B. L. No. 199, Folio 123, etc.

All of the above property will be offered as an entirety, and the bid for the same reserved.

Immediately thereafter the property will be offered in separate parcels, and the bid for each parcel reserved; the property will be offered in the numerical order in which it is listed in this advertisement.

The Trustees will then elect which bids, if any, to accept, and will announce the same, and it reserves the right to accept bids for part of the property and to reject others, as well as to reject all bids or to accept all of them.

"TERMS OF SALE": 5 per cent (5%) of the amount of accepted bid or bids will be required to be paid in cash by the purchaser at the time of sale; and the balance will be payable on or before final ratification of the sale and conveyance of the property to the purchaser; any deferred payment to bear interest from day of sale and to be secured to the satisfaction of the undersigned Trustee.

The Trustee is authorized to accept payment or payments either in cash or by the turning in and delivering to the Trustee of any of the bonds and coupons secured by the aforementioned deed of Trust, any such credit or credits on account of the purchase price to be equivalent to the amount of the distributive share of such bonds or coupons as would be payable in cash out of the proceeds of the sale of the mortgaged property.

All State and County taxes to be adjusted to day of sale.

All title and conveyancing expenses including United States and State of Maryland recordation stamps will be at the expense of the purchaser.

WESTERN MARYLAND TRUST COMPANY, Trustee.

J. Dawson Stafford, Auctioneer.

IN THE CIRCUIT COURT FOR TALBOT COUNTY, MARYLAND  
IN EQUITY

WESTERN MARYLAND TRUST COMPANY, a body corporate, Trustee	:	Filed October 6, 1938
vs.	:	Order Court filed December 15, 1938
THE TALBOT FARMS COMPANY, a body corporate.	:	No. 2325 Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Western Maryland Trust Company, Trustee, named in the deed of trust from The Talbot Farms Company, dated the 13th day of August, 1934, and recorded in Liber T. J. F. No. 233, Folio 77, one of the Land Records of Talbot County, and also in Liber B. H. T. No. 18, Folio 399, one of the Land Records for Queen Anne's County, and by virtue of a decree of the Circuit Court for Talbot County, State of Maryland, entered on the 20th day of July, 1938, in this cause, to make sale of the property of The Talbot Farms Company, respectfully shows:

1st. That pursuant to the terms of said decree, and under and by virtue of the power and authority conferred upon said Trustee in the event of a default, as recited in said deed of trust, and the advertisement of sale hereinafter set forth, your Trustee, by its President, Treasurer and Counsel, did attend at the Court House door in Easton on Saturday, September 17th, 1938, at 1:30 P. M., and then and there proceed to offer for sale all of the property of said The Talbot Farms Company, being all and the same property described in the said mortgage deed of trust from The Talbot Farms Company to Western Maryland Trust Company, dated August 13th, 1934, and recorded as above set forth; certified copy of which is filed in these proceedings as "Plaintiff's Exhibit A" to the bill of complaint, and decreed to be sold by said decree, upon the terms set forth in the advertisement of sale, copies of which are filed herewith as printers' certificates and described in the next succeeding paragraph.

2nd. That before offering said property for sale your Trustee gave notice of the time, place and terms of said sale in accordance with said decree, and deed of trust, by advertisement as set forth in the printers' certificates filed herewith, said advertisement having been published once a week for six successive weeks preceding the day of sale, i. e., on SEPTEMBER 17th, 1938, in the Easton Star-Democrat, a weekly newspaper published in Talbot County, Maryland, and also once a week for six successive weeks preceding the day of sale, i. e., on SEPTEMBER 17th, 1938, in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, Maryland; all of which will more fully appear by reference to certificates of publication of said advertisements filed as part hereof, and marked "Trustee's Exhibit No. 1".

3. That in offering said property for sale the Trustee proceeded as follows:

It first offered all of said property as an entirety and reserved the bid for the same, the largest amount bid for the property as an entirety being the sum of Forty Thousand (\$40,000) Dollars.

Immediately thereafter the property was offered in eleven separate parcels as set out in said advertisement, and at said separate offerings the highest bids received therefor were as follows:

Parcel No. 1 . . . . .	\$10,050.00
" " 2 . . . . .	8,900.00
" " 3 . . . . .	10,000.00
" " 4 . . . . .	3,600.00
" " 5 )	
" " 6 ) . . . . .	3,500.00
" " 7 )	

Parcel No. 8 . . . . .	200.00
" " 9 . . . . .	11,500.00
" " 10 . . . . .	3,000.00
" " 11 . . . . .	<u>1,000.00</u>

Making a total of . . . . . \$51,750.00 received for the separate offerings.

That your Trustee considering the bid received for the property in an entirety, and the bids received for the separate offerings insufficient, declined to accept either and withdrew the property from public sale.

Immediately thereafter your Trustee received a bid of \$58,875.00 from the Continental Life Insurance Company, a body corporate of the State of Virginia, for the whole of said property, at private sale; which bid your Trustee accepted, and entered into a contract of sale with said bidder for the purchase of said property, copy of which contract of sale is filed herewith, prayed to be taken as a part hereof and marked "Trustee's Exhibit No. 2", all subject to confirmation of this Court; and said bidder deposited with your Trustee the sum of \$5,000.00 as required by said advertisement.

Your Trustee therefore, respectfully submits this its report, and prays that the sale made by it may be ratified and confirmed.

Respectfully submitted,

WESTERN MARYLAND TRUST COMPANY, TRUSTEE.

BY: Wm. B. Cutshall  
President.

G. Elbert Marshall

W. Clinton McSherry  
Sols. for Trustee.

STATE OF MARYLAND )  
                          ) TO WIT:  
FREDERICK COUNTY )

I hereby certify that on this 22th day of September, 1938, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William B. Cutshall, president of the Western Maryland Trust Company, and made oath in due form of law that the matters and facts set forth in the foregoing report are true as therein stated to the best of his knowledge and belief, and further that the sale therein reported was fairly made.

Witness my hand and notarial seal.

James H. Falk  
Notary Public.

(Seal's Place)

WESTERN MARYLAND TRUST COMPANY, a body corporate, Trustee	)	IN THE CIRCUIT COURT FOR TALBOT COUNTY
vs.	)	IN EQUITY
THE TALBOT FARMS COMPANY, a body corporate	)	No. 2325 Chy.
	)	-----Term, 19---

ORDERED, This 6th day of October, A. D. 1938, that the sale of the property mentioned in these proceedings made and reported by Western Maryland Trust Company, a body corporate, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of December next;

Provided, a copy of this order be inserted in some newspaper published and printed in Queen Anne county once in each of 4 successive weeks before the 11th day of November next.

The report states the amount of sales to be \$58,875.00.

T. J. Faulkner Clerk.

WESTERN MARYLAND TRUST COMPANY,  
a body corporate, Trustee

vs.

THE TALBOT FARMS COMPANY, a body  
corporate

IN THE CIRCUIT COURT FOR TALBOT  
COUNTY

IN EQUITY

-----TERM, 19---

ORDERED, This 6th day of October, A. D., 1938, that the sale of the property mentioned in these proceedings made and reported by WESTERN MARYLAND TRUST COMPANY, a body corporate, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of December next;

Provided, a copy of this order be inserted in some newspaper published and printed in Talbot county once in each of 4 successive weeks before the 11th day of November next.

The report states the amount of sales to be \$58,875.00.

T. J. Faulkner Clerk.

WESTERN MARYLAND TRUST COMPANY,  
a body corporate, Trustee

vs.

THE TALBOT FARMS COMPANY, a body  
corporate

IN THE CIRCUIT COURT FOR TALBOT  
COUNTY

IN EQUITY  
No. 2325

-----Term, 19--

ORDERED by the Circuit Court for Talbot County, In Equity, This 11th day of December, A. D. 1938, that the sale made and reported by the Western Maryland Trust Company, 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 it shall produce vouchers for to the Auditor.

J. Owen Knotts  
JUDGE

ORDER NISI ON SALE

WESTERN MARYLAND TRUST COMPANY, a body corporate,  
Trustee

vs.

THE TALBOT FARMS COMPANY. A body  
corporate

Filed December  
12, 1938

In the Circuit Court for Talbot County -- In Equity -- No. 2325 Chy.

ORDERED, This 6th day of October, A. D., 1938, that the sale of the property mentioned in these proceedings made and reported by Western Maryland Trust Company a body corporate, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of December next;

Provided, a copy of this order be inserted in some newspaper printed in Queen Anne's County once in each of four successive weeks before the 11th day of November next.

The report states the amount of sales to be \$58,875.00.

T. J. FAULKNER, Clerk.

True Copy-  
Test:

T. J. FAULKNER, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. December 12, 1938

The Queen Anne's Record and Observer Publishing Co. hereby certifies that the Order Nisi in the case of Western Maryland Trust Company a body corporate, Trustee vs. The Talbot Farms Company, a body corporate, a true copy of which is hereto annexed, was inserted in the Queen Anne's Record-Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the thirteenth day of October 1938 being more than four weeks before the third day of November 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

BY Bertha G. Durney

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is truly taken and copied from the original papers of the above case as now of record in this office.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County, this 2nd day of February, A. D. 1939.

T. J. FAULKNER  
Clerk of The Circuit Court for Talbot County.

Seal's  
Place.



CAUSE NO. 3161.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Second day of March, in the year nineteen hundred and thirty eight, the following Bill of Complaint was filed for record, to wit:-

JOHN W. CHAIRES,  
Plaintiff,

vs.

JOHN B. SHARP and  
WILLIAM R. HORNEY, Administrators  
of the personal estate of Anna  
D. Sharp, deceased,  
JOHN B. SHARP, individually,  
CHARLES E. SHARP and  
MABEL W. SHARP, his wife,  
GEORGE B. SHARP, and  
HANSON D. SHARP, his wife,  
JAMES L. SHARP,  
HOWARD SHARP,  
MARY E. FLUHARTY and  
HARRY FLUHARTY, her husband,  
JOHN B. SHARP, JR.,  
PAUL V. SHARP, infant,  
W. KEMP SHARP, infant,  
GIBSON R. SHARP, infant, and  
A. LOUISE SHARP, infant,  
HENRY E. MORGAN,  
HORACE M. MORGAN and  
W. BERNARD MESSIX, co-partners,  
trading as the G. L. Jump  
Hardware and Implement Com-  
pany,  
CHARLES JARRELL, and  
CLARENCE E. BEAUCHAMP and  
ARAMINTA BEAUCHAMP, his wife,  
Defendants.

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

Cause No. 3161.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, (who is an adult and resides in Queen Anne's County, State of Maryland, and who sues for himself as well as for all other creditors of Anna D. Sharp, late of Queen Anne's County aforesaid, deceased, who will come in and contribute to the expenses of this suit), complaining says:

1. That the said Anna D. Sharp, was, in her lifetime, indebted unto your Orator on the two following described judgments, to wit:

(a) The judgment of your Orator against John B. Sharp and the said Anna D. Sharp, for the sum of Seventy Four Dollars and One Cent (\$74.01), commissions of Seven Dollars and Forty Cents (\$7.40) and costs of Eight Dollars and Forty Five Cents (\$8.45), bearing date the 19th day of December, 1934, and being No. 26 Appearances, November Term, 1934, on the appearance docket in the Circuit Court for Queen Anne's County, a certified copy of which is filed in Caroline County, State of Maryland, which said judgment claim, having been examined by the Orphans' Court of Queen Anne's County, was, by its order, to be allowed when paid, and was duly entered by the Register of Wills of Queen Anne's County on the claim docket of said Court, the original of said judgment claim being filed herewith as a part hereof, marked "Plaintiff's Exhibit A"; and

(b) The judgment of your Orator against the said John B. Sharp and Anna D. Sharp, for the sum of Eighty Three Dollars and Forty Cents (\$83.40), commissions of Eight Dollars and Thirty Four Cents (\$8.34) and costs of Eight Dollars and Forty Five Cents (\$8.45), bearing date the 19th day of December, 1934, and being No. 27 Appearances, November Term, 1934, on the appearance docket in the Circuit Court for Queen Anne's County, a certified copy of which is also filed in Caroline County aforesaid, which said judgment claim, having been examined by said Orphans' Court of Queen Anne's County, was, by its order, to be allowed when paid, and was duly entered by said Register of Wills on the claim docket of said Court, the original of said judgment claim being filed herewith as a part hereof, marked "Plaintiff's Exhibit B".

2. That the said Anna D. Sharp, being so indebted as aforesaid unto your Orator and also unto divers other persons, and being siezed and possessed of real and personal estates in Queen Anne's County aforesaid and real estate in Caroline County aforesaid, departed this life on the 21st day of June, 1937, intestate, leaving her husband, the said John B. Sharp, and the following named children surviving her as her only heirs-at-law, that is to say:

(a) Charles E. Sharp, who is intermarried with Mabel W. Sharp, both of whom are adults and reside in Caroline County aforesaid;

(b) George B. Sharp, who is intermarried with Hanson D. Sharp, both of whom are adults and reside in Caroline County aforesaid;

(c) James L. Sharp, who is an adult, unmarried, and resides in Queen Anne's County aforesaid;

(d) Howard Sharp, who is an adult, unmarried, and resides in Queen Anne's County aforesaid;

(e) Mary E. Fluharty, who is intermarried with Harry Fluharty, both of whom are adults and reside in Caroline County aforesaid;

(f) John B. Sharp, Jr., who is an adult, unmarried, and resides in Caroline County aforesaid;

(g) Paul V. Sharp, who is an infant under the age of twenty one years, unmarried, and resides in Queen Anne's County aforesaid;

(h) W. Kemp Sharp, who is an infant under the age of twenty one years, unmarried, and resides in Caroline County aforesaid;

(i) Gibson R. Sharp, who is an infant under the age of twenty one years, unmarried, and resides in Queen Anne's County aforesaid; and

(j) A. Louise Sharp, who is an infant under the age of twenty one years, unmarried, and resides in Queen Anne's County aforesaid.

3. That the real estate of which the said Anna D. Sharp died seized and possessed consists of the tract of land or farm and the lot or parcel of land described as follows, to wit:

(a) All that tract of land or farm, known as the "Anna D. Sharp Farm, situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, adjoining the lands of (or formerly of) Roland Morgan, William J. Barton and others, and containing 208 acres of land, more or less; being the same land which is fully described in the deed from Reba E. Sharp, et al., to the said Anna D. Sharp, bearing date the 5th day of February, 1929, and recorded in Liber B. H. T. No. 9, folios 250, etc., a land record book for Queen Anne's County aforesaid, a certified copy of which said deed is filed herewith as a part hereof, marked "Plaintiff's Exhibit C"; and

(b) All that lot or parcel of land, known as the "Anna D. Sharp Dwelling", situate, lying and being in the town of Hillsboro, in Caroline County, State of Maryland, on the state road leading from Queen Anne through said town of Hillsboro to Denton, adjoining the property of Thomas H. Jones of W., and others, and containing 12,060 square feet of land, more or less; being the same land which was granted and conveyed unto the said Anna D. Sharp (as Anna Sharp) by S. Norris Pilchard, et al., by confirmatory deed, bearing date the 19th day of November, 1934, and recorded in Liber T. C. H. No. 94, folios 530, etc., a land record book for Caroline County aforesaid, a certified copy of which said deed is filed herewith as a part hereof, marked "Plaintiff's Exhibit D".

4. That administration of all and singular the personal estate of the said Anna D. Sharp was granted by the Orphans' Court of Queen Anne's County to the said John B. Sharp and William R. Horney, (both of whom are adults and reside in Queen Anne's County aforesaid), who, by virtue thereof, possessed themselves of the said personal estate of the said Anna D. Sharp and converted so much thereof as was salable into cash, and, having first paid the costs of administration and a certain preferred claim, applied the balance thereof pro rata to the judgment claims of your Orator and to the judgment claim of the G. L. Jump Hardware and Implement Company in accordance with law, as will appear by reference to a certified copy of their First and Final Administration Account filed herewith as a part hereof, marked "Plaintiff's Exhibit E"; there is also filed herewith as a part hereof a certificate of the letters of administration so as aforesaid granted unto the said John B. Sharp and William R. Horney, marked "Plaintiff's Exhibit F".

5. That your Orator is informed and believes and it will appear by reference to said First and Final Administration Account of the said John B. Sharp and William R. Horney, Administrators of the personal estate of the said Anna D. Sharp, deceased, that said personal estate is not sufficient to discharge all the just debts due and owing by the said intestate, Anna D. Sharp, at the time of her death, and your Orator is advised that said personal estate having been applied to the payment of the claims of your Orator and another creditor of the said Anna D. Sharp in accordance with law so far as the same would extend, the deficiency in said personal estate ought to be supplied by a sale of all, or such part as may be necessary, of the real estate of the said Anna D. Sharp.

6. That the said John B. Sharp and William R. Horney, Administrators as aforesaid, have paid unto your Orator out of the personal estate of the said Anna D. Sharp, deceased, the sum of Twelve Dollars and Thirty Eight Cents (\$12.38) on account of his said "Plaintiff's Exhibit A" and the sum of Thirteen Dollars and Eighty One Cents (\$13.81) on account of his said "Plaintiff's Exhibit B", but no part of the balance due on said judgment claims has been paid.

7. That, besides the judgments of your Orator hereinbefore referred to, the real estate (or certain parcels of it) described in the third paragraph of this bill of complaint was, at the time of the death of the said Anna D. Sharp, subject to other liens, described as follows, to wit:

(a) The judgment of Henry E. Morgan, Horace M. Morgan and W. Bernard Messix, co-partners, trading as the G. L. Jump Hardware and Implement Company, (all of whom are adults and do business in Queen Anne's County aforesaid), against the said John B. Sharp and Anna D. Sharp, for the sum of Fourteen Hundred Eighty Six Dollars and Fifty Eight Cents (\$1,486.58) and costs of Nine Dollars and Twenty Five Cents (\$9.25), bearing date the 23rd day of November, 1933, and being No. 26 Appearances, November Term, 1933, on the appearance docket in the Circuit Court for

Queen Anne's County, the original of which said judgment was entered in Caroline County aforesaid, a certified copy of said judgment from the records in Queen Anne's County aforesaid being filed herewith as a part hereof, marked "Plaintiff's Exhibit G".

(b) The judgment of Charles Jarrell (who is an adult and resides in Caroline County aforesaid) against the said Anna D. Sharp and John B. Sharp, for the sum of Four Hundred Fifty Eight Dollars and Seventy Eight Cents (\$458.78), commissions of Forty Five Dollars and Eighty Eight Cents (\$45.88) and costs of Eight Dollars and Five Cents (\$8.05), bearing date the 14th day of January, 1935, and being No. 31 Appearances, November Term, 1934, on the appearance docket in the Circuit Court for Queen Anne's County, a certified copy of which said judgment is filed in Caroline County aforesaid, and a certified copy thereof being filed herewith as a part hereof, marked "Plaintiff's Exhibit H".

(c) The mortgage for Twenty Six Hundred Dollars (\$2,600.00), the balance due on which is unknown to your Orator, from the said Anna D. Sharp and John B. Sharp, her husband, to Clarence E. Beauchamp and Araminta Beauchamp, his wife, (both of whom are adults and reside in Caroline County aforesaid), bearing date the 23rd day of May, 1935, and recorded in Liber W. H. G. No. 1-A, folios 354, etc., a land record book for Queen Anne's County aforesaid, and also recorded among the land records of Caroline County aforesaid, on the lot or parcel of land described in sub-paragraph "b" of the third paragraph of this bill of complaint, and a tract of land or farm situate, lying and being in the Sixth Election District of Queen Anne's County aforesaid, near Damsontown, adjoining the property of (or formerly of) Thomas B. Turner, Samuel H. Chance and others, and containing 85 acres and 29 perches of land, more or less, which was owned by the said Anna D. Sharp and John B. Sharp, her husband, as tenants by the entireties, immediately prior to the death of the said Anna D. Sharp, but which is now entirely owned by the said John B. Sharp, he having survived her, a certified copy of said mortgage being filed herewith as a part hereof, marked "Plaintiff's Exhibit I".

TO THE END, THEREFORE:

1. That an account may be taken, under the direction of this Court, of the said debts so as aforesaid due to your Orator, and of all other debts which were owing by said intestate, Anna D. Sharp, at the time of her death, and which still remain unpaid;

2. That the said real estate of the said Anna D. Sharp, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of the personal estate as aforesaid; and

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 said John B. Sharp and William R. Horney, Administrators of the personal estate of Anna D. Sharp, deceased, John B. Sharp, individually, James L. Sharp, Howard Sharp, Paul V. Sharp, an infant, Gibson R. Sharp, an infant, and A. Louise Sharp, an infant, who reside in Queen Anne's County, aforesaid, to the said Henry E. Morgan, Horace M. Morgan and W. Bernard Messix, co-partners, trading as the G. L. Jump Hardware and Implement Company, who do business in Queen Anne's County aforesaid, and to Charles E. Sharp and Mabel W. Sharp, his wife, George B. Sharp and Hanson D. Sharp, his wife, Mary E. Fluharty and Harry Fluharty, her husband, John B. Sharp, Jr., W. Kemp Sharp, an infant, Charles Jarrell and Clarence E. Beauchamp and Araminta Beauchamp, his wife, who 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 show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.,

Filed March 2nd, 1938.

BEDFORD HACKETT TURNER, JR.  
Solicitor for Plaintiff.

PLAINTIFF'S EXHIBIT A  
Filed Mar. 26, 1938.

JOHN W. CHAIRES

vs.

JOHN SHARP and  
ANNA SHARP.

In the Circuit Court for  
Queen Anne's County.

No. 26 Apprs. November Term, 1934.

STATEMENT

Amount of the above mentioned judgment entered on  
 December 19th, 1934,----- \$ 74.01

Interest on the same from December 19th, 1934, to  
 June 21st, 1937, (the date of the death of Anna Sharp),----- 11.12  
 85.13

Plus the following commissions and costs:

Attorney's commissions,-----	\$	7.40	
Court costs:			
Clerk,-----	\$	3.45	
Appearance fee,-----		5.00	8.45
			<u>15.85</u>

Total amount due as of the date of the death of  
 the said Anna Sharp,----- \$ 100.98

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

I HEREBY CERTIFY that on this 19th day of February, 1938, be-  
 fore me, the subscriber, the Register of Wills for Queen Anne's County, Maryland,  
 personally appeared William R. Horney, Attorney for John W. Chaires, and made oath,  
 in due form of law, that John W. Chaires hath not received any part of the sum for  
 which the judgment against John B. Sharp and Anna Sharp (a certified copy of which  
 is attached hereto) was entered, except such part, if any, as is credited in the a-  
 foregoing statement.

NORMAN S. DUDLEY  
 Register of Wills.

March 1st, 1938: Credit by check of John B. Sharp and William R.  
 Horney, Administrators of the personal estate  
 of Anna D. Sharp, deceased,----- \$ 12.38

Examined and entered on Docket  
 of Claims and will be allowed when  
 paid, per order of Court

NORMAN S. DUDLEY  
 Register of Wills for Queen Annes  
 County.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

No. 26 Apprs. November TERM, 1934

H&H     John W. Chaires  
  
           vs.  
  
           John Sharp and  
           Anna Sharp

) Filed December 19th, 1934. Order to  
 ) docket suit, Narr and Note with power to  
 ) enter Judgment by confession &c. Separate  
 ) agreement filed  
 )  
 ) December 19th, 1934. Judgment entered by  
 ) confession by the Defendants in favor of  
 ) the Palintiff for the sum of Seventy four  
 ) dollars and one cent (\$74.01) with interest  
 ) from date hereof until paid, and costs of  
 ) suit, with all exemptions waived and \$7.40  
 ) commissions.

Apprs. \$5.00  
 Clerk  
 (pd) 2.65

Additional to Clerk  
 for copy                     \$.40 pd.  
 Clerk for this copy         .40

Filed May 23rd, 1935. Waiver & Release  
 of this judgment farm in the 6th Dist.  
 containing 85 acres & 29 prs. and described  
 in the Deed from Harvey Rice & wife to Anna  
 D. & John B. Sharp.

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

I hereby certify that the above is a true short copy of the  
 Original Judgment rendered in the Circuit Court for Queen Anne's County, in the State  
 of Maryland, at the above entitled Term, and also of the subsequent docket entries in  
 said case; and that there is no entry or proceeding in the said court to show that the  
 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  
 14th day of February in the year of our Lord nineteen hundred  
 and 38.

Seal's  
 Place.

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



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

I hereby certify that the above is a true short copy of the Original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said court to show that the 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 14th day of February in the year of our Lord nineteen hundred and 38.

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

Seal's  
Place.

EXHIBIT C  
Filed May 26, 1938

.....

#13,523. QUEEN ANNE'S COUNTY, TO WIT:  
Be it remembered that on the 22 nd. day of February, in the year nineteen hundred and twenty-nine, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this fifth day of February, in the year nineteen hundred and twenty-nine, by Reba E. Sharp and Asbury C. Sharp, her husband, Elizabeth K. Short and Powell C. Short, her husband, and C. Kemp Stewart and Mary L. Stewart, his wife, all of Caroline County, State of Maryland.

WHEREAS, Charles E. Stewart departed this life, intestate, on the 7th. day of October, 1928, and left to survive him no widow and the following children as his only heirs at law, namely: Reba E. Sharp, Anna D. Sharp, Elizabeth K. Short and C. Kemp Stewart, and

WHEREAS, the said Reba E. Sharp and Asbury C. Sharp, her husband, Elizabeth K. Short and Powell C. Short, her husband, and C. Kemp Stewart and Mary L. Stewart, his wife, desire to grant and convey all their and each of their right, title, interest, claim and demand at law and in Equity, in and to all that lot or parcel of land hereinafter described, to Anna D. Sharp.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and of the sum of One Dollar (\$1.00) and other good and valuable consideration, the said Reba E. Sharp and Asbury C. Sharp, her husband, Elizabeth K. Short and Powell C. Short, her husband, and C. Kemp Stewart and Mary L. Stewart, his wife, to hereby grant and convey unto the said Anna D. Sharp, of Queen Anne County, State of Maryland, her heirs and assigns, in fee simple, the following described parcel of land:

BEGINNING at a large fence post at division fence and on line of Roland Morgan, thence with lands of Roland Morgan and lands of William Barton south 2 degrees 15 minutes east 1751 feet to a stone, thence north 84 degrees 45 minutes west 16 perches, south 25 degrees west 3/4 perches, south 87 degrees 45 minutes west 43.4 perches, south 11 degrees west 108 perches, south 28 degrees east 23 3/4 perches west 26.4 perches, north 51 degrees west 175 perches, north 54 degrees east 37 perches, north 14 degrees west 98 perches, north 39 degrees 30 minutes east 104 feet to a stone and division line between the two farms, thence with division line north 85 degrees 30 minutes east 3572 feet to place of beginning, containing TWO HUNDRED EIGHT (208) ACRES, more or less. It being part of same land conveyed by Katherine Busted Street and husband to Stewart & Jarrell by deed dated June 29th. 1906, and recorded in Liber S. S. No. 1, folio 382, a land record book for Queen Anne County.

It being also part of the same land conveyed by Charles Jarrell et al. to Church E. Stewart, by deed dated February 4th. 1911, and recorded among the land record books for Queen Anne County.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed, together with the rights and privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Anna D. Sharp, her heirs and assigns, in fee simple.

AND the said Reba E. Sharp and Asbury C. Sharp, her husband, Elizabeth K. Short and Powell C. Short, her husband, and C. Kemp Stewart and Mary L. Stewart, his wife, covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

Reba E. Sharp (SEAL)  
 Asbury C. Sharp (SEAL)  
 Elizabeth K. Short (SEAL)  
 Powell C. Short (SEAL)  
 C. Kemp Stewart (SEAL)  
 Mary L. Stewart (SEAL)

TEST: Martha E. Beck

STATE OF MARYLAND, CAROLINE COUNTY, TO-WIT:

I hereby certify that on this fifth day of February, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Reba E. Sharp and Asbury C. Sharp, her husband, Elizabeth K. Short and Powell C. Short, her husband, and C. Kemp Stewart and Mary L. Stewart, his wife, and acknowledged the foregoing deed to be their respective act and deed.

AS WITNESS my hand and Notarial Seal.

Martha E. Beck  
 Notary Public.

Notary Public Seal.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 9, folios 250, etc., a Land Record Book for Queen Anne's County aforesaid.

Seal's Place.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this Second day of March, in the year nineteen-hundred and thirty eight.

WILLIAM H. CARTER Clerk.

EXHIBIT D  
 Filed March 2, 1938.

oooooooooooooooooooooooooooo

S. Norris Pilchard : Caroline County, to wit:- Be it remembered that on  
 No. 68 et. al. : this Twenty-first day of November, in the year of our  
 To : Lord One Thousand Nine Hundred Thirty-four, at 4:00  
 : P. M., the following Deed was received to be recorded  
 : and was accordingly enrolled as follows, to wit:-

Anna Sharp : THIS CONFIRMATORY DEED, Made this 19th. day of Novem-  
 : ber in the year Nineteen Hundred and Thirty-four,  
 : by S. Norris Pilchard, single man, of Talbot County,  
 : State of Maryland, and F. Elwood Fleming and Elsie

J. Fleming, his wife, of Caroline County, State of Maryland. WHEREAS the proper-  
 ty and estate hereinafter described was conveyed, or intended to be conveyed, by  
 the said S. Norris Pilchard, single man, to F. Elwood Fleming and Elsie J. Fleming,  
 his wife, in fee simple, by a deed dated November 15, 1927, and recorded in Liber  
 T. C. H. No. 89, folio 225, one of the Land Record Books for Caroline County; and  
 whereas, the said deed is deemed to be defective in law in that the said S. Norris  
 Pilchard inadvertently executed the same as administrator of Sewell N. Pilchard,  
 deceased, rather than as the sole heir at law of Sewell N. Pilchard, deceased;  
 and whereas, the said F. Elwood Fleming and Elsie J. Fleming, his wife, have, since  
 the date of the aforesaid deed, conveyed, or intended to convey, all of the proper-  
 ty and estate therein mentioned to Anna Sharp, by a deed dated November 13, 1931,  
 and recorded in Liber T. C. H, No. 92, Folio 396, one of the Land Record Books  
 for Caroline County, and for the purpose of curing the said defect and inadver-  
 tence and confirming unto the said Anna Sharp the title and estate in said property  
 by the said deeds intended to be conveyed, these presents are executed.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in considera-  
 tion of the premises and of the further sum of Ten (\$10.00) Dollars, and other  
 good and valuable considerations, the receipt of all of which is hereby acknowl-  
 edged, the said S. Norris Pilchard, single man, and F. Elwood Fleming and Elsie  
 J. Fleming, his wife, do hereby grant, convey and confirm unto the said Anna Sharp,

her heirs and assigns forever in fee simple:-

ALL that piece or parcel of land situate, lying and being in the town of Hillsboro, Caroline County, Maryland, and described as follows: BEGINNING at a stone planted on the corner of Thomas H. Jones of W. lot; and runs from thence West on the Hillsboro-Denton road 60 feet 6 inches; from thence North 201 feet and 6 inches; and thence East 60 feet and 6 inches to the corner of the said Jones property; and thence south 201 feet to the place of beginning, containing whatever quantity of land it may. It being the same land and premises mentioned and described in a deed from James Roe MacSorley and wife to Sewell N. Pilchard and Etta W. Pilchard his wife, dated February 28, 1921, and recorded in Liber L. B. T. No. 83, Folio 234, one of the Land Record Books for Caroline County, and also being the same land and premises which Sewell N. Pilchard became vested with the absolute and fee simple title upon the death of Etta W. Pilchard in September, 1925, and also the same land and premises which S. Norris Pilchard, inherited the fee simple and absolute title as the only child and heir at law of Sewell N. Pilchard, deceased.

TOGETHER with all the buildings and improvements thereupon erected, made or being, and all and every the rights, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the piece or parcel of land and premises above mentioned and described and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Anna Sharp, her heirs and assigns forever in fee simple.

AND the said S. Norris Pilchard, single man, and F. Elwood Fleming and Elsie J. Fleming, his wife, covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such other and further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

Test for S. Norris Pilchard,  
singleman

James Sharp

Test for F. Elwood Fleming, and  
Elsie Fleming, his wife,

H. P. Flowers

S. Norris Pilchard (SEAL)

F. Elwood Fleming (SEAL)

Elsie J. Fleming (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th. day of November, 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County, aforesaid, personally appeared S. Norris Pilchard, singleman, and acknowledged the foregoing deed to be his act.

WITNESS my hand and Notarial Seal the date above written.

Clarence A. Kissinger, Notary Public.

Seals  
place.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th. day of November, 1934, before me, the subscriber a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared F. Elwood Fleming and Elsie J. Fleming, his wife, and each acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal the date above written.

U.S.REV.

STAMPS

\$4.50

Alma T. Clarke, Notary Public.

Test: T. Clayton Horsey, Clerk.

seals  
place.

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing was truly and faithfully taken and copied from Liber T. C. H. No. 94, Folio 530, one of the Land Record Books for Caroline County.

In testimony whereof, I hereunto set my hand and seal of the Circuit Court for Caroline County, affix this 1st. day of March, 1938.

Seal's  
Place.

T. CLAYTON HORSEY  
CLERK OF THE CIRCUIT COURT FOR CAROLINE COUNTY.



EXHIBIT E  
 Filed March 2, 1938.

IN RE ESTATE OF  
 ANNA D. SHARP,  
 DECEASED.

In the Orphans' Court for  
 Queen Anne's County.

No. 2204.

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

THE FIRST AND FINAL ADMINISTRATION ACCOUNT OF JOHN B. SHARP  
 AND WILLIAM R. HORNEY, ADMINISTRATORS OF ANNA D. SHARP, DECEASED.

These accountants charge themselves with the personal estate of  
 the said deceased, as follows, to wit:

1. With the appraised value of the personal property  
 of the deceased per inventory of same returned and filed in this  
 Court on the 24th day of August, 1937, to wit: the sum of----- \$ 486.80  
 TOTAL ASSETS OF THIS ESTATE,----- \$ 486.80

And this accountant craves allowance for the following  
 payments and disbursements, to wit:

1. For cash payable to Harry C. Flowers and Howard W.  
 Sewell, for their fees as appraisers of the real and personal estate,  
 to wit:----- \$ 8.00
2. For cash paid to U. S. F. & G. Company, for the  
 premium on the bond of these accountants as administrators, per  
 receipt, to wit:----- 15.00
3. For cash paid to The Queen Anne's Record and Observer  
 Publishing Company, for advertising the notice to creditors, per re-  
 ceipt, to wit:----- 5.00
4. For cash paid to Harry C. Flowers for the fees paid  
 by the appraisers to the notary taking their oaths, per receipt, to  
 wit:----- .75
5. For cash paid to T. Herbert Everett, Sheriff, in full  
 for the judgment of George Ford against the deceased, an execution on  
 which had been issued against the interest of the deceased in the  
 wheat crops referred to in the inventory of the personal estate, per  
 receipt, to wit:----- 64.19
6. For cash payable to the G. L. Jump Hardware & Imple-  
 ment Company, being a dividend of .1223% on account of their judgment  
 against the deceased for the sum of \$1,815.05, allowed by Court, to  
 wit: the sum of----- 222.88
7. For cash payable to John W. Chaires, being a dividend  
 of .1223% on account of his judgment against the deceased for the  
 sum of \$100.98, allowed by Court, to wit: the sum of----- 12.38
8. For cash payable to John W. Chaires, being a dividend  
 of .1223% on account of his judgment against the deceased for the  
 sum of \$112.67, allowed by Court, to wit: the sum of----- 13.81
9. For cash paid to Norman S. Dudley, Register of Wills,  
 for his costs and expenses incident to the administration of this  
 estate, per receipt, to wit:----- 27.35
10. And for commissions as administrators retained by  
 these accountants on the total amount of the personal estate, that  
 is to say, commissions at the rate of 10% on the sum of \$486.80,  
 to wit:----- \$ 48.68

Less the state tax of 1% on the said sum of  
 \$486.80, paid to the State of Maryland, per re-  
 ceipt, to wit:----- 4.87 4.87  
 Leaving this net amount of commissions retained  
 by these accountants, to wit:----- 43.81  
 TOTAL DISBURSEMENTS AND ALLOWANCES IN THIS ESTATE,----- \$ 418.04

RECAPITULATION

Total assets of this estate, as above set forth,-----\$ 486.80  
 Total disbursements and allowances in this estate, as  
 above set forth,----- 418.04

Leaving this balance due the estate, which said balance  
 is made up of the following:

Balance due on the Certificate of Beneficial  
 Interest, which balance is not immediately  
 collectible,----- \$ 16.26  
  
 Appraised value of bank stock belonging to  
 this estate, which stock is not immediately  
 salable,----- 52.50 \$ 68.76  


---

TO THE HONORABLE, THE JUDGES OF SAID COURT:

These accountants , John B. Sharp and William R. Horney, ad-  
 ministrators of Anna D. Sharp, deceased, hereby respectfully submit the aforego-  
 ing First and Final Administration Account of the personal estate of the said  
 Anna D. Sharp, deceased.

John B. Sharp

Wm. R. Horney  
 Administrators.

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

I HEREBY CERTIFY that on this 1st day of March, 1938, before me,  
 the subscriber, the Register of Wills for Queen Anne's County, Maryland, person-  
 ally appeared John B. Sharp and William R. Horney, Administrators of Anna D. Sharp,  
 deceased, and made oath, in due form of law, that the matters and facts stated in the  
 foregoing First and Final Administration Account are true as therein set forth,  
 that the said account is just and true as stated, and that they have paid or secured  
 to be paid the several allowances therein craved, to the best of their knowledge and  
 belief.

Norman S. Dudley  
 Register of Wills.

ORDER OF COURT

The within and foregoing First and Final Administration Account  
 of the personal estate of Anna D. Sharp, deceased, having been examined by the Or-  
 phans' Court of Queen Anne's County, IT IS ORDERED, this 1st day of March, 1938, by  
 said Court, and by the authority of said Court, that the said account be and the same  
 is hereby approved, ratified and confirmed, and the same is further ordered to be re-  
 ceived, filed and recorded.

Henry H. Evans

J. W. Stack

Palmer C. Pippin  
 Judges of the Orphans' Court of Queen  
 Anne's County.

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

I, Norman S. Dudley, Register of Wills for Queen Anne's County,  
 State of Maryland, do hereby certify that the foregoing is a true copy of the  
 First and Final Administration Account of John B. Sharp and William R. Horney, Ad-  
 ministrators of the estate of Anna D. Sharp, deceased, which was filed and passed  
 by the Orphans' Court on the 1st day of March, 1938, and is now of record in the  
 Orphans' Court of Queen Anne's County.

In Testimony whereof I hereunto set my hand and affix the seal  
 of the Orphans' Court this 1st day of March, 1938.

NORMAN S. DUDLEY  
 Register of Wills

Seal's  
 Place.

## CERTIFICATE OF ADMINISTRATION

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, Norman S. Dudley, 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 3rd day of August A. D., nineteen hundred and thirty seven, Letters of Administration of all and singular the goods, chattels, credits and personal estate of Anna D. Sharp late of Queen Anne's County, deceased, were granted and committed unto John B. Sharp and William R. Horney, after they had entered into bond with approved security for the due performance thereof, according to law, and after they had taken the oath by law required of them.

Seal's  
Place.

In Testimony Whereof, I, Norman S. Dudley, Register of Wills for Queen Anne's County, aforesaid, do hereunto set my hand and affix the seal of the Orphans' Court of Queen Anne's County, this 1st day of March, nineteen hundred and thirty-eight.

NORMAN S. DUDLEY  
Register of Wills for Queen  
Anne's County.

EXHIBIT G  
Filed March 2, 1938.

(SHORT COPY OF JUDGMENT)

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

In the Circuit Court for Caroline County, Maryland.

JDC	Henry E. Morgan, Horance M. Morgan, Bernard W. Messick, Co-partners trading and doing business	)	Certified Copy of Judgment from Caroline County fld. Nov. 24th. 33.
		)	No. 57 App. October Term 1933.
		)	Docketed by consent
No. 26		)	1933 Nov. 23 @ 10:40 A. M. Narr & Note
Apprs.	versus	)	with power filed
Nov. 1933		)	1933 Nov. 23 Judgment for Plaintiff by confession for \$1486.58 with interest from date of Judgment until paid and costs all exemptions waived.
	John B. Sharp	)	
	Anna Sharp	)	

Apprs. \$5.00  
Clerk 3.10 \$8.10  
.75 Pd. 1/19/34 Clerk's Certificate attached.  
B. H. Turner, Clerk.

Filed May 23-1935 Partial Release and Waiver as to the land in sixth Dist. containing 85 acres & 29 prs. described in Deed from Harvey Rice & wife to Anna D. Sharp & husbd.

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

I hereby certify that on the foregoing is truly taken and copied from B. H. T. No. 1, fol. 371 A record Book of Judgments entered in the Circuit Court 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, on this 2nd day of March in the year of our Lord, one thousand nine hundred and 38.

Seal's  
Place.

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

EXHIBIT H  
Filed March 2, 1938.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

HBWM Charles Jarrell

VS.

Anna D. Sharp  
John B. Sharp

No. 31 Apprs. Nov. TERM, 1934.

) Filed January 14th, 1935. Order to docket  
) suit, Narr two notes with power to enter  
) judgment, Statement  
) January 14th, 1935. Judgment entered by  
) confession by the Defendants in favor of the  
) Plaintiff for the sum of Four Hundred fifty  
) eight dollars and seventy eight cents  
) \$458.78 with interest thereon from date here-  
) of until paid, and costs of suit, with all  
) exemptions waived and \$40.88 commissions.

Filed 5/23/35 Waiver & Release of this  
Judgment as against the farm containing  
85 acres & 29 prs. in the 6th District,  
described in the Deed from Harvey Rice  
& wife to Anna D. & John B. Sharp.

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

I hereby certify that the above is a true short copy of the original Judgment rendered in the Circuit Court for Queen Anne's County, in the State of Maryland, at the above entitled Term, and also of the subsequent docket entries in said case; and that there is no entry or proceeding in the said court to show that the 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 14th day of February in the year of our Lord nineteen hundred and 38.

Seal's  
Place.

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

EXHIBIT I  
Filed March 2, 1938.

.....  
#17,140. QUEEN ANNE'S COUNTY, TO  
WIT: Be it remembered that on the Twenty-third day of May, in the year nine-  
teen hundred and thirty five, the following Mortgage was brought to be recorded,  
to wit:-

THIS MORTGAGE, Made this 23rd day of May, nineteen hundred and thirty-five, by Anna D. Sharp and John B. Sharp, her husband, of Caroline County, State of Maryland:

WHEREAS, We owe Clarence E. Beauchamp and Araminta Beauchamp, his wife, the full and just sum of TWENTY-SIX HUNDRED DOLLARS (\$2600.00), for money this day loaned, to be paid one year from the date hereof with interest at the rate of six per centum per annum, payable semi-annually, accounting from the date hereof: To better secure the prompt payment of said principal sum 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 Anna D. Sharp and John B. Sharp, her husband, do hereby grant and convey unto the said Clarence E. Beauchamp and Araminta Beauchamp, his wife, as tenants by the entireties and not as tenants in common, their heirs and assigns, in fee simple, the following described real estate:

Parcel No. 1: ALL that piece or parcel of land situate, lying and being in the town of Hillsboro, Caroline County, Maryland, and described as follows: BEGINNING at a stone planted on the corner of the Thomas H. Jones of W. lot; and runs from thence West on the Hillsboro-Denton road 60 feet 6 inches; from thence north 201 feet and 6 inches; and thence East 60 feet and 6 inches to the corner of the said Jones property; and thence South 201 feet to the place of beginning, containing whatever quantity of land it may, being the same land and premises mentioned and described in a confirmatory deed from S. Norris Pilchard et al. to Anna Sharp bearing date the 19th day of November, 1934, and recorded in Liber T. C. H. No. 94, folio 530, one of the Land Record Books for Caroline County aforesaid.

Parcel No. 2: ALL that farm or tract of land which is referred to in the report of sales filed in a cause in the Circuit Court for Queen Anne's County in Equity bearing the number 913 and wherein Robert H. Mullikin and others are the plaintiffs and Emily Mullikin is defendant, as Farm No. 4, and which is situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, near Damsontown, adjoining the lands formerly of Thomas B. Turner and now of wife and children, the land formerly of Samuel H. Chance and now of Mrs. Frances Chance, and the lands of others, and contained within the following metes and bounds, courses and distances, according to the deed hereinafter referred to, to wit: BEGINNING the same at a stone in the line of the said Thomas B. Turner land and running with said land north fifty-eight degrees and thirty minutes East, eighteen rods; thence north seventy eight degrees forty-five minutes east, twenty-six rods; then north sixty-four degrees and thirty minutes east, eighteen rods; thence north seventy-two degrees forty-five minutes east, thirty-eight rods to the land of or formerly of William Cannon; then south forty-two degrees and thirty minutes east, sixteen perches and one-fifth of a perch to a point at a stake or stone; thence south one degree and thirty minutes west with the said Cannon land and with the said Chance land one hundred and three perches and six-tenths of a perch to F. Turner land; then with said land and with the road west one hundred and fifty-seven rods to the John Mullikin land; thence north six degrees and fifteen minutes west, forty-one rods and two-tenths of a rod to said Turner land; thence north fifty-eight degrees and fifteen minutes east, sixty-nine rods and three-fourths of a rod to the place of beginning, containing EIGHTY-FIVE ACRES and TWENTY-NINE PERCHES of land, more or less, being the same land mentioned and described in a deed from Harvey Rice and Virgie Rice, his wife, to Anna D. Sharp, and John B. Sharp, her husband, as tenants by the entireties and not as tenants in common, said deed bearing date the 7th day of March, 1933, and of record in Liber B. H. T. No. 16, folio 112, a Land Record Book for Queen Anne's County, State of Maryland.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

PROVIDED, That if we shall pay or cause to be paid the said principal and interest, punctually at the times limited for the payment of the said, as aforesaid, and perform all the covenants herein on our part contained, then this mortgage shall be void. And that until default we may possess said property, and all installments 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 the existence of 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 mortgagees, their 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 contained, then the whole debt, principal and interest hereby secured, shall be immediately due and demandable, and the said Mortgagees, their personal representatives or assigns, or Wesley E. Thawley, 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 commission, as aforesaid, be made after advertisement, or bond is filed, 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:

MERLYN KERN

ANNA D. SHARP (SEAL)

JOHN B. SHARP (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this twenty-third day of May, nineteen hundred and thirty-five, before me the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared Anna D. Sharp and John B. Sharp, her husband, and acknowledged the foregoing Mortgage to be their act; and now at the same time, before me, also personally appeared Wesley E. Thawley, attorney and agent for the within named mortgagees, and made oath in due form of law that the consideration set forth in the within and foregoing mortgage is true and bona fide as therein set forth, and did further make oath as aforesaid, that he is the duly authorized agent and attorney of Clarence E. Beauchamp and Araminta Beauchamp, his wife, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

MERLYN KERN  
Notary Public.

Notary  
Public  
Seal.

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. 1A, folios 354, etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this second day of March, in the year nineteen hundred and thirty eight.

Seal's Place.

WM. H. CARTER Clerk

DIRECTION TO CLERK TO ISSUE CERTAIN SUBPOENAS "TO LIE" Filed March 5, 1938.

JOHN W. CHAIRES, Plaintiff,

vs.

JOHN B. SHARP and WILLIAM R. HORNEY, Administrators, etc., et al., Defendants.

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

Cause No. 3161.

TO THE CLERK OF SAID COURT:

When you issue the subpoenas in this cause on March 8th, 1938, in accordance with the direction previously given, you will please issue those to the following named defendants "to lie":

John B. Sharp and William R. Horney, Administrators of the personal estate of Anna D. Sharp, deceased, John B. Sharp, individually, Charles E. Sharp and Mabel W. Sharp, his wife, George B. Sharp and Hansen D. Sharp, his wife, James L. Sharp, Howard Sharp, Mary E. Fluharty and Harry Fluharty, her husband, John B. Sharp, Jr., Henry E. Morgan, Horace M. Morgan and W. Bernard Messix, co-partners, trading as the G. L. Jump Hardware and Implement Company, and Charles Jarrel.

BEDFORD HACKETT TURNER JR. Solicitor for Plaintiff.

Filed March 5th, 1938.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO John B. Sharp, Individually,

Seal's Place.

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 April next, to answer the complaint of John W. Caires against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of  
our said Court, the first Monday of March 1938  
Issued the day of 19

WILLIAM H. CARTER Clerk.

B. Hackett Turner, Jr.  
Solicitor for Complainant

TO THE DEFENDANT: You are required to file your answer or  
other defense in the office of the Clerk of this Court within fifteen days  
of the first Monday of April next, being the Return Day.

WILLIAM H. CARTER Clerk.

Endorsed on the back of the foregoing subpoena is the following:  
To lie in Office.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Mary E. Fluharty and Harry Fluharty,  
Place. her husband

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 April next, to  
answer the complaint of John W. Chaires against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of  
our said Court, the first Monday of March 1938  
Issued the eighth day of March, 1938.

WILLIAM H. CARTER Clerk.

B. Hackett Turner, Jr.,  
Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or  
other defense in the office of the Clerk of this Court within fifteen days of  
the first Monday of April next, being the Return Day.

William H. Carter, Clerk.

Endorsed on the back of the foregoing subpoena is the following:  
To lie in office.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's John B. Sharp and William R. Horney, Administrators  
Place. of the Personal Estate of Anna B. Sharp, 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 First Monday of April next, to  
answer the complaint of John W. Chaires against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of  
our said Court, the First Monday of March 1938  
Issued the 8th. day of March, 1938.

WILLIAM H. CARTER Clerk.

B. Hackett Turner  
Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

WILLIAM H. CARTER Clerk

Endorsed on the back of the foregoing subpoena is the following:  
To lie in office.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's  
Place. Charles Jarrell

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 April next, to answer the complaint of John W. Chaires against you in said court exhibited

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Monday of March 1938.  
Issued the eighth day of March, 1938.

WILLIAM H. CARTER Clerk.

B. Hackett Turner, Jr.  
Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

William H. Carter Clerk.

Endorsed on the back of the foregoing subpoena is the following:  
To lie in office.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO George B. Sharp and Hanson D. Sharp,  
his wife  
Seal's  
Place.

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 April next, to answer the complaint of John W. Chaires against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Monday of March 1938  
Issued the eighth day of March, 1938.

William H. Carter Clerk.

B. Hackett Turner, Jr.,  
Solicitor for Complainant

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

William H. Carter Clerk.



Endorsed on the back of the foregoing subpoena is the following:  
To lie in office.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Charles E. Sharp and Mabel W. Sharp,  
his wife.  
Seal's  
Place.

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 April next, to answer the complaint of John W. Chairs against you in said court exhibited.

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

WITNESS, The Honorable William Mason Chief Judge of our said Court, the first Monday of April 1938  
Issued the Eighth day of March 1938.

William H. Carter Clerk.

B. Hackett Turner  
Solicitor for Complainants

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

William H. Carter Clerk.

Endorsed on the back of the foregoing subpoena is the following:  
To lie in office.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO James L. Sharp and Howard Sharp  
Seal's  
Place.

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 April next, to answer the complaint of John W. Chairs against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Monday of March 1938.  
Issued the eighth day of March 1938.

WILLIAM H. CARTER Clerk.

B. Hackett Turner, Jr.,  
Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

WILLIAM H. CARTER Clerk.

Endorsed on the back of the foregoing subpoena is the following:  
To lie in office.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Henry E. Morgan, Horace M. Morgan and  
Place. Bernard M. Messix, Co-Partners, trading as the G. L.  
Jump Hardware and Implement Company

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 April next, to answer the complaint of John W. Chaires against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court the first Monday of March 1938.  
Issued the eighth day of March 1938.

William H. Carter Clerk.

B. Hackett Turner,  
Solicitor for Complainant

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

WILLIAM H. CARTER Clerk.

Endorsed on the back of the foregoing subpoena is the following:  
To lie in office

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's John B. Sharp, Jr.  
Place.

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 April next, to answer the complaint of John W. Chairs against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Monday of March 1938  
Issued the eighth day of March 1938

William H. Carter Clerk

B. Hackett Turner, Jr.,  
Solicitor for Complainant

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

William H. Carter Clerk

Endorsed on the back of the foregoing subpoena is the following:  
To lie in office.

ANSWER OF JOHN B. SHARP AND WILLIAM R. HORNEY, ADMINISTRATORS, AND JOHN B. SHARP, INDIVIDUALLY, ET AL. Filed March 9, 1938.

JOHN W. CHAIRES, Plaintiff,

vs.

JOHN B. SHARP and WILLIAM R. HORNEY, Administrators, etc., et al., Defendants.

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

Cause No. 3161.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of John B. Sharp and William R. Horney, Administrators of the personal estate of Anna D. Sharp, deceased, John B. Sharp, individually, Charles E. Sharp and Mabel W. Sharp, his wife, George B. Sharp and Hanson D. Sharp, his wife, James L. Sharp, Howard Sharp, Mary E. Fluharty and Harry Fluharty, her husband, and John B. Sharp, Jr., to the bill of complaint of John W. Chaires 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 bound, etc.,

JOHN B. SHARP

WILLIAM R. HORNEY Administrators of the personal estate of Anna D. Sharp, deceased.

JOHN B. SHARP

CHARLES E. SHARP

MABEL W. SHARP

GEORGE B. SHARP

HANSEN SHARP

JAMES L. SHARP

HOWARD SHARP

MARY E. FLUHARTY

HARRY FLUHARTY

JOHN B. SHARP JR.

WILLIAM R. HORNEY Solicitor.

Filed March 9th, 1938.

ANSWER OF G. L. JUMP HARDWARE AND IMPLEMENT COMPANY, a co-partnership Filed March 9, 1938.

JOHN W. CHAIRES, Plaintiff,

vs.

JOHN B. SHARP and WILLIAM R. HORNEY, Administrators, etc., et al., Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Henry E. Morgan, Horace M. Morgan and W. Bernard Messix, co-partners, trading as the G. L. Jump Hardware and Implement Company, to the bill of complaint of John W. Chaires 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 bound, etc.,

HENRY E. MORGAN

HORACE M. MORGAN

W. BERNARD MESSIX  
Co-Partners, trading as the G. L. Jump  
Hardware and Implement  
Company.

Filed March 9th, 1938.

ANSWER OF CHARLES JARRELL  
Filed March 9, 1938

JOHN W. CHAIRES,  
Plaintiff,

vs.

JOHN B. SHARP and  
WILLIAM R. HORNEY, Administrators,  
etc., et al.,  
Defendants.

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

Cause No. 3161.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Charles Jarrell to the bill of complaint of John W. Chaires 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.

And as in duty bound, etc.,

CHARLES JARRELL

ANSWER OF CLARENCE E. BEAUCHAMP AND  
ARAMINTA BEAUCHAMP  
Filed March 9, 1938.

JOHN W. CHAIRES,  
Plaintiff,

vs.

JOHN B. SHARP and  
WILLIAM R. HORNEY, Administrators,  
etc., et al.,  
Defendants.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Clarence E. Beauchamp and Araminta Beauchamp, his wife, to the bill of complaint of John W. Chaires 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 bound, etc.,

CLARENCE E. BEAUCHAMP

ARAMINTA BEAUCHAMP

WESLEY E. THAWLEY  
Solicitor.

Filed March 9th, 1938.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER  
Filed March 15, 1938.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's  
Place. A. Louise Sharp, 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 April next, to answer the complaint of John W. Chaires against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Monday of March 1938.  
Issued the eighth day of March 1938.

WILLIAM H. CARTER Clerk.

B. Hackett Turner, Jr.,  
Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

WILLIAM H. CARTER Clerk.

Endorsed on the back of the foregoing is the following:

I HEREBY CERTIFY, that I served the within subpoena by reading the same to A. Louise Sharp, infant, and by leaving a copy thereof with John B. Sharp, her father, this 12th day of March, 1938.

T. Herbert Everett  
Sheriff.

Filed March 15th, 1938.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER  
Filed March 15, 1938.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's  
Place. Paul V. Sharp, 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 April next, to answer the complaint of John W. Chaires against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Monday of March 1938  
Issued the Eighth day of March, 1938.

William H. Carter Clerk.

B. Hackett Turner, Jr.,  
Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

WILLIAM H. CARTER Clerk

True Copy-  
Test: WILLIAM H. CARTER, Clerk

And on the back of the foregoing subpoena is the following endorsement:

I HEREBY CERTIFY that I served the within subpoena by reading the same to Paul V. Sharp, infant, and by leaving a copy thereof with John B. Sharp, his father, this 12th day of March, 1938.

T. HERBERT EVERETT  
Sheriff.

Filed March 15th, 1938.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER  
Filed March 15, 1938

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's Gibson R. Sharp  
Place.

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 April, next, to answer the complaint of John W. Chaires against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first day of March 1938.  
Issued the eighth day of March 1938.

William H. Carter Clerk.

B. Hackett Turner, Jr.  
Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

William H. Carter Clerk.

True Copy-  
Test: William H. Carter, Clerk

I HEREBY CERTIFY that I served the within subpoena by reading the same to Gibson R. Sharp, infant, and by leaving a copy thereof with John B. Sharp, his father, this 12th day of March, 1938.

T. HERBERT EVERETT  
Sheriff.

Filed March 15th, 1938.

SUBPOENA FOR RESPONDENT TO  
APPEAR AND ANSWER  
Filed April 8, 1938.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's W. Kemp Sharp, Infant.  
Place.

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 first Monday of April next, to answer the complaint of John W. Chaires against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the First Monday of April 1938.  
Issued the Eighth day of March, 1938.

WILLIAM H. CARTER Clerk.

B. Hackett Turner, Jr.,  
Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

WILLIAM H. CARTER Clerk

And on the back of the foregoing subpoena are the following endorsements:

Received and forthwith delivered to the Sheriff of Caroline County, March 14<sup>th</sup> 1938.

Test:-T. Clayton Horsey Clerk

I hereby certify that I served the within subpoena by reading same to W. Kemp Sharp, Infant, and by leaving a copy of same with Harry Clark, with whom he is now boarding in Denton, Maryland, this 31<sup>st</sup> day of March 1938.

H. Saulsbury Sparks  
Sheriff of Caroline Co.

Filed April 8-1938.

SUBPOENA FOR RESPONDENT  
TO APPEAR AND ANSWER  
Filed April 8, 1938.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

to Seal's  
Place. Clarence E. Beauchamp  
Araminta Beauchamp

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 first Monday of April next, to answer the complaint of John W. Sharp against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Monday of March 1938.  
Issued the eighth day of March 1938.

WILLIAM H. CARTER Clerk.

B. Hackett Turner Jr.,  
Solicitor for Complainant.

TO THE DEFENDANT: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days of the first Monday of April next, being the Return Day.

WILLIAM H. CARTER Clerk

And on the back of the foregoing subpoena are the following endorsements:

Received and forthwith delivered to Sheriff of Caroline County Mar. 14<sup>th</sup> 1938.

Test: T. Clayton Horsey, Clerk.

I hereby certify that I served the within Subpoena on Clarence Beauchamp and Araminta Beauchamp by reading same to them, and by leaving a copy of same with each of them, this 31<sup>st</sup> day of Mar. 1938.

H. Saulsbury Sparks  
Sheriff of Caroline County.

Filed April 8th, 1938.

PETITION FOR APPOINTMENT OF  
 GUARDIAN AD LITEM  
 Filed April 19, 1938.

JOHN W. CHAIRES,  
 Plaintiff,

vs.

JOHN B. SHARP and  
 WILLIAM R. HORNEY, Administrators,  
 etc., et al.,  
 Defendants.

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

Cause No. 3161.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John W. Chaires, Plaintiff in the above entitled cause, unto your Honors, respectfully sets forth:

1. That as will appear by reference to the Bill of Complaint filed in this cause, four of the defendants to said Bill of Complaint, to wit: Paul V. Sharp, W. Kemp Sharp, Gibson R. Sharp and A. Louise Sharp, are infants under the age of twenty one years.

2. That the writs of subpoena heretofore issued in this cause against the said Paul V. Sharp, W. Kemp Sharp, Gibson R. Sharp and A. Louise Sharp, infants, have been duly served according to law upon the said infants as will appear from the returns of the Sheriff of Queen Anne's County and the Sheriff of Caroline County endorsed on said writs of subpoena and filed in this cause on the 15th day of March, 1938, and the 8th day of April, 1938, respectively,

3. That your Petitioner is advised that because of the infancy of the said Paul V. Sharp, W. Kemp Sharp, Gibson R. Sharp and A. Louise Sharp, it is necessary that a Guardian Ad Litem be appointed by this Honorable Court to answer and defend this suit for the said infants.

Your Petitioner, therefore, prays this Honorable Court to pass an order appointing some suitable person within the jurisdiction of this Court Guardian Ad Litem for the said Paul V. Sharp, W. Kemp Sharp, Gibson R. Sharp and A. Louise Sharp, infants, with instructions to said Guardian Ad Litem to answer and defend the said suit for said infants.

Respectfully submitted,

B. HACKETT TURNER JR.  
 Solicitor for Plaintiff.

Filed April 19, 1938.

ORDER OF COURT  
 Filed April 25, 1938.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, this 23rd day of April, 1938, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that Hilda T. Seward of Queen-Anne's County, State of Maryland, be and she is hereby appointed Guardian Ad Litem of Paul V. Sharp, W. Kemp Sharp, Gibson R. Sharp and A. Louise Sharp, infants, with instructions to her to answer and defend the suit instituted against the said infants by the Bill of Complaint filed in the above entitled cause.

THOS. J. KEATING

Filed Apr. 25th, 1938.

ANSWER OF GUARDIAN  
 AD LITEM  
 Filed April 25th, 1938.

JOHN W. CHAIRES,  
 Plaintiff,

vs.

JOHN B. SHARP and  
 WILLIAM R. HORNEY, Administrators,  
 etc., et al.,  
 Defendants.

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

Cause No. 3161.



TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Paul V. Sharp, W. Kemp Sharp, Gibson R. Sharp and A. Louise Sharp, infants under the age of twenty one years, by Hilda T. Seward, their Guardian Ad Litem, to the Bill of Complaint of John W. Chaires exhibited against them in the above entitled cause, says:

That these defendants cannot admit any of the matters and things alleged in said Bill of Complaint, and being infants of tender years, submit their rights to the protection of this Honorable Court.

HILDA T. SEWARD  
Guardian Ad Litem.

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

I HEREBY CERTIFY that on this 25th day of April, 1938, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Hilda T. Seward, the above named Guardian Ad Litem for Paul V. Sharp, W. Kemp Sharp, Gibson R. Sharp and A. Louise Sharp, infants, and made oath, in due form of law, that the matters and things stated in the foregoing ANSWER are true, to the best of her knowledge and belief.

Filed Apr. 25th, 1938.

WM. H. CARTER  
Clerk.

NOTICE TO EXAMINER OF DESIRE  
TO TAKE TESTIMONY.  
Filed Apr. 25th, 1938.

JOHN W. CHAIRES,  
Plaintiff,  
  
vs.  
  
JOHN B. SHARP and  
WILLIAM R. HORNEY, Administrators,  
etc., et al.,  
Defendants.

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

Cause No. 3161.

TO H. B. W. MITCHELL, EXAMINER FOR THE COURT:

You are hereby notified that the Plaintiff in this cause desires to take testimony in support of the allegations contained in the Bill of Complaint filed therein, that a time be set by you for the taking of testimony and that notice thereof be given to the Guardian Ad Litem of the infant Defendants.

All of the adult Defendants have filed answers admitting the matters and facts set forth in the Bill of Complaint and consent to the passage of such decree as may be right and proper.

B. HACKETT TURNER JR.  
Solicitor for Plaintiff.

Filed Apr. 25th, 1938.

ADMISSION OF SERVICE OF NOTICE

I, Hilda T. Seward, Guardian Ad Litem of the infant Defendants to the above entitled cause, do hereby admit service of the notice of the time set for the taking of testimony in said cause, to wit: at 1:00 o'clock, P. M., on the 25th., day of May, 1938.

HILDA T. SEWARD  
Guardian Ad Litem.

Filed May 21-1938.

DEPOSITIONS  
Filed May 26, 1938.

JOHN W. CHAIRES,  
Plaintiff,  
  
vs.  
  
JOHN B. SHARP and  
WILLIAM R. HORNEY, Administrators,  
etc., et al., Defendants.

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

Cause No. 3161.

## TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the plaintiff having notified the subscriber, one of the regular examiners for this Honorable Court, of his desire to take testimony in this cause, your examiner did, after the usual notice to the guardian ad litem of the infant defendants, (all of the adult defendants having filed answers admitting the matters and facts set forth in the bill of complaint and consent to the passage of such decree as may be right and proper), attend on the 25th day of May, 1938, in the law office of William R. Horney, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 1 o'clock, P. M., there being present B. Hackett Turner, jr., solicitor for the plaintiff, William R. Horney, one of the defendants and solicitor for some of said defendants, John W. Chaires, the plaintiff, John B. Sharp, one of the defendants, and Hilda T. Seward, guardian ad litem of the infant defendants, and proceeded to take the following testimony, to wit:

John W. Chaires, the first witness of lawful age produced on the part of the plaintiff, being duly sworn and examined, did depose and say:

by Mr. Turner:

Q. 1. State your name, age, residence and occupation?

A. John W. Chaires, 46, residence, Queen Anne, Maryland, machinist.

Q. 2. Are you the plaintiff to this suit?

A. Yes.

Q. 3. Will you please state whether or not Anna D. Sharp was, in her lifetime, indebted unto you, and if so, in what amount?

A. Yes, I had two judgments against John Sharp and Anna Sharp. One of them was for \$100.08 as of the date of the death of Anna Sharp. I have been paid the sum of \$12.38 on account of this judgment by the administrators of the personal estate of Anna D. Sharp. The other judgment was for \$112.67 as of the date of the death of Anna Sharp. I have been paid the sum of \$13.81 on account of this judgment by the administrators of the personal estate of Anna D. Sharp. The balance due on each judgment remains unpaid.

Q. 4. Mr. Chaires, I hand you herewith Plaintiff's "Exhibits A and B". Please look at them and state what they are.

A. These are certified copied of my judgments against John B. and Anna Sharp.

NOTE: At this point the certified copies of the judgments of John W. Chaires were introduced in evidence and have been marked by your examiner "Examiner's Exhibits 1 and 2").

Q. 5. Did you know the late Anna D. Sharp in her lifetime?

A. Yes.

Q. 6. Do you know on or about the date that she died?

A. It was in June, 1937.

Q. 7. Do you know whether or not Anna D. Sharp died seized and possessed of any real estate?

A. Yes.

Q. 8. Do you know of what it consists?

A. A dwelling and lot located in Hillsboro, Caroline County, and a farm in Queen Anne's County, containing about 200 acres.

Q. 9. Please state, in your opinion, what is the value of the house and dwelling you mention?

A. I would say \$2500.00.

Q. 10. Please state, in your opinion, what is the value of the farm located in Queen Anne's County?

A. I would say \$6,000.00.

Q. 11. Do you know who Anna D. Sharp left surviving her as her only heirs-at-law? If so, name them?

A. Yes, John B. Sharp, her husband, Charles E. Sharp, a son, George B. Sharp, a son, James L. Sharp, a son, Howard Sharp, a son, Mary Elizabeth Fluharty, a daughter, John B. Sharp, Jr., a son, Paul V. Sharp, a son, W. Kemp Sharp, a son, Gibson R. Sharp, a son, and A. Louise Sharp, a daughter. I understand that the four children last mentioned are under the age of 21 years.

Q. 12. Do you know whether or not administration has ever been granted on the estate of Anna D. Sharp in Queen Anne's County?

A. Yes, John B. Sharp and William R. Horney were appointed administrators by the Orphans' Court of Queen Anne's County.

Q. 13. Do you know whether or not the personal estate of the said Anna D. Sharp was sufficient to pay the debts due by her at the time of her death?

A. No, I know that it was not.

Q. 14. Do you know whether or not John B. Sharp and William R. Horney, the administrators, have ever filed their first and final account in the Orphans' Court?

A. Yes, they have.

EXAMINER'S SPECIAL:

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 in your answer.

Answer: No.

JOHN W. CHAIRES.

John B. Sharp, the next witness of lawful age produced on the part of the plaintiff, being duly sworn and examined, did depose and say:

By Mr. Turner:

Q. 1. State your name, age, residence and occupation?

A. John B. Sharp, 51, Queen Anne, Maryland, farmer.

Q. 2. Are you a party to this suit?

A. Yes I am. I am one of the parties defendant in my individual capacity and as one of the administrators of Anna D. Sharp.

Q. 3. Do you know all of the parties to this suit? Are they of full legal age?

A. Yes, I know all of them. All of them are of full legal age except My four children, Paul, Kemp, Gibson and Louise.

Q. 4. Did you know Anna D. Sharp in her lifetime?

A. Yes, she was my wife. We had been married for 28 years.

Q. 5. On what date did she die?

A. On June 21st, 1937.

Q. 6. State whether or not she owned any real estate at the time of her death?

A. Yes. A house and lot in Hillsboro and the home farm located in the Sixth Election District of Queen Anne's County containing 208 acres. There was also a smaller farm of 85 acres located in the Sixth Election District of Queen Anne's County which was owned by her and by me as tenants by the entireties.

Q. 7. Mr. Sharp, I hand you herewith Plaintiff's "Exhibits C and D". Will you please look at them and state what they are?

A. Plaintiff's "Exhibit C" is a certified copy of the deed from Reba E. Sharp and others to Anna D. Sharp for the home farm. "Exhibit D" is a certified copy of the deed from S. Norris Pilchard and others to Anna Sharp for the dwelling in Hillsboro.

(NOTE: At this point the two certified copies of the deeds were introduced in evidence and have been marked by your examiner "Examiner's Exhibits 3 and 4").

Q. 8. Will you please state whether or not Anna D. Sharp died testate or intestate?

A. She had no will.

Q. 9. Will you please state whom she left surviving her as her only heirs-at-law?

A. I am her surviving husband. And the following children were living on the date of her death and still are: Charles Edward, George Byard, Howard, James Leon, Mary Elizabeth, John B. Jr., Paul Vernon, William Kemp, Gibson Robert and Anna Louise.

Q. 10. State whether or not all of the children are over 21 years of age?

A. No. Paul, Kemp, Gibson and Louise are all under 21 years of age.

Q. 11. State whether or not you have re-married?

A. No, I have not.

- Q. 12. State whether or not Charles E. Sharp is married and, if so, the name of his wife and where they reside?
- A. He is married to Mabel W. Sharp. They reside in Caroline County.
- Q. 13. State whether or not George B. Sharp is married and, if so, the name of his wife and where they reside?
- A. He is married to Hansen D. Sharp. They reside in Caroline County.
- Q. 14. State whether or not James L. Sharp is married and, if so, the name of his wife and where they reside?
- A. He is not married and resides in Queen Anne's County.
- Q. 15. State whether or not Howard Sharp is married and, if so, the name of his wife and where they reside?
- A. He is not married and resides in Queen Anne's County.
- Q. 16. State whether or not Mary Elizabeth Fluharty is married and, if so, the name of her husband where they reside?
- A. Mary Elizabeth Fluharty is married to Harry Fluharty. They reside in Caroline County.
- Q. 17. State whether or not John B. Sharp, Jr. is married and, if so, the name of his wife and where they reside?
- A. John B. Sharp, Jr., is not married and resides in Caroline County.
- Q. 18. State whether or not Paul V. Sharp is married and, if so, the name of his wife and where they reside?
- A. Paul V. Sharp, being an infant, is not married and resides in Queen Anne's County.
- Q. 19. State whether or not W. Kemp Sharp is married and, if so, the name of his wife and where they reside?
- A. W. Kemp Sharp, being an infant, is not married and resides in Caroline County.
- Q. 20. State whether or not Gibson R. Sharp is married and, if so, the name of his wife and where they reside?
- A. Gibson R. Sharp, being an infant, is not married and resides in Queen Anne's County.
- Q. 21. State whether or not A. Louise Sharp is married and, if so, the name of her husband and where they reside?
- A. A. Louise Sharp, being an infant, is not married and resides in Queen Anne's County.
- Q. 22. In your opinion, what is the value of the tract of land or farm which you mention as the "Home Farm" and which contains 208 acres of land, more or less?
- A. \$6,000.00.
- Q. 23. In your opinion, what is the value of the lot or parcel of land situate in the town of Hillsboro in Caroline County.
- A. \$2500.00.
- Q. 24. State whether or not there has been any administration on the estate of Anna D. Sharp in Queen Anne's County?
- A. Yes.
- Q. 25. Who were the administrators?
- A. Myself and William R. Horney.
- Q. 26. State whether or not the personal estate was sufficient to pay all of the debts due by Anna D. Sharp in full?
- A. No, it was not.
- Q. 27. I hand you herewith Plaintiff's "Exhibit E". Please look at it and state what it is?
- A. This is a certified copy of the first and final administration account of the personal estate of Anna D. Sharp which was filed by myself and Mr. Horney in the Orphans' Court of Queen Anne's County.
- NOTE: At this point the certified copy of the administration account was introduced in evidence and has been marked by your examiner "Examiner's Exhibit 5")
- Q. 28. I hand you herewith Plaintiff's "Exhibit F". Please look at it and state what it is?

A. This is a certificate of administration on the estate of Anna D. Sharp which shows that administration was granted unto myself and Mr. Horney.

(NOTE: At this point the certificate of administration was introduced in evidence and has been marked by your examiner "Examiner's Exhibit 6").

Q. 29. Do you know whether or not there were any other claims due by Anna D. Sharp at the time of her death other than the two claims due by her to John W. Chaires?

A. Yes, there was a judgment due to the G. L. Jump Hardware and Implement Company. It was around \$1,400.00. I do not know the exact amount. There was a judgment due to Charles Jarrell. It was around \$400.00. I do not know the exact amount. There was a mortgage on the little farm and the dwelling in Hillsboro for \$2,600.00 due to Clarence E. Beauchamp and Araminta Beauchamp, his wife. A part of the principal of this mortgage and has been paid out of the proceeds of a certain fire insurance policy which covered the dwelling on the little farm, but I do not know the exact amount of the balance due under the mortgage. And there are several claims due to certain creditors on open accounts and notes on which judgment had not been entered. I do not know all of the creditors nor the amounts due to them.

Q. 30. I hand you herewith Plaintiff's "Exhibit H". Will you please look at it and state what it is?

A. This is a certified copy of the judgment of Charles Jarrell against Anna D. Sharp and me.

(NOTE: At this point the certified copy of the judgment of Charles Jarrell was introduced in evidence and has been marked by your examiner "Examiner's Exhibit 7").

Q. 31. I hand you herewith Plaintiff's "Exhibit I". Will you please look at it and state what it is?

A. This is a certified copy of the mortgage on the dwelling in Hillsboro and the little farm in Queen Anne's County from Anna D. Sharp and myself to Clarence E. Beauchamp and wife.

(NOTE: At this point the certified copy of the mortgage was introduced in evidence and has been marked by your examiner "Examiner's Exhibit 8").

EXAMINER'S SPECIAL:

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 in your answer.

Answer: No.

JOHN B. SHARP

Horace M. Morgan, the next witness of lawful age produced on the part of the plaintiff, being duly sworn and examined, did depose and say:

By Mr. Turner:

Q. 1. State your name, age, residence and occupation?

A. Horace M. Morgan, 45, Queen Anne, Maryland, merchant.

Q. 2. Are you one of the parties to this suit?

A. Yes, as one of the members of the firm known as the G. L. Jump Hardware and Implement Company.

Q. 3. Will you please state whether or not Anna D. Sharp was indebted to you in her lifetime and if so, in what amount?

A. Yes. On a judgment to the extent of \$1486.58, with interest from November 23rd, 1933. This judgment is subject to a credit of \$22.88 paid to the G. L. Jump Hardware and Implement Company, of which I am one of the partners, by John B. Sharp and William R. Horney, administrators of Anna D. Sharp, on March 1st, 1938. The balance is unpaid.

Q. 4. I hand you herewith Plaintiff's "Exhibit G". Will you please look at it and state what it is?

A. This is a certified copy of the judgment of Henry E. Morgan, Horace M. Morgan and W. Bernard Messix, co-partners, trading and doing business as The G. L. Jump Hardware & Implement Company against John B. Sharp and Anna Sharp.

(NOTE: At this point the certified copy of the judgment of the G. L. Jump Hardware & Implement Company was introduced in evidence and has been marked by your examiner "Examiner's Exhibit 9").

Q. 5. Did you know the late Anna D. Sharp in her lifetime?

A. Yes.

Q. 6. Do you know on or about what date she died?

A. June, 1937.

Q. 7. Do you know whether or not she left a last will and testament?

A. Administrators were appointed on her estate, so I am quite certain that she left no will.

Q. 8. Do you know whether or not Anna D. Sharp died seized and possessed of any real estate?

A. Yes.

Q. 9. Of what did it consist?

A. A dwelling and lot in Hillsboro which she owned in her own right. And a farm of about 200 acres in the Sixth Election District of Queen Anne's County which she owned in her own right. She also owned, with her husband as tenants by the entireties, a small farm of about 85 acres in the Sixth Election District of Queen Anne's County.

Q. 10. Please state, in your opinion, what is the value of the dwelling and lot in Hillsboro?

A. \$2500.00.

Q. 11. Please state, in your opinion, what is the value of the tract of land or farm containing about 200 acres which you have testified to?

A. About \$6,000.00.)

Q. 12. Do you know whether or not administration has ever been granted on the estate of Anna D. Sharp in Queen Anne's County?

A. Yes, it has.

Q. 13. Do you know whether or not the personal estate of the said Anna D. Sharp was sufficient to pay all the debt due by her at the time of her death?

A. No. it was not.

Q. 14. Do you know whether or not John B. Sharp and William R. Horney, the administrators, have ever filed their first and final account in the Orphans' Court?

A. Yes, they have.

Q. 15. Do you know all of the parties to this suit?

A. Yes, I know all of them.

Q. 16. Do you know to what other creditors Anna D. Sharp was indebted other than to your firm?

A. Yes, she was indebted to John W. Chaires on two judgments. She was indebted unto Charles Jarrell on a judgment and she was indebted with her husband on a mortgage on the dwelling in Hillsboro and the small farm about which I have testified. And I understand she was indebted on several unsecured claims but I do not know to whom and in what amounts, except that I know she owed S. H. Reynolds on a note on which judgment had not been entered.

EXAMINER'S SPECIAL:

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 in your answer.

Answer: No.

Horace M. Morgan

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence, your examiner makes his return and certified that he was engaged as such examiner in taking this testimony two days and examined three witnesses, making costs chargeable in said cause:

H. B. W. Mitchell, Examiner,-----\$ 8.00  
 Hilda T. Seward, stenographer,----- 5.00  
 John W. Chaires, witness,----- .75  
 John B. Sharp, witness,----- .75  
 Horace M. Morgan, witness,----- .75  
 TOTAL COSTS,----- \$ 15.25

H. B. W. MITCHELL  
 Examiner.

For Examiner's Exhibits No. 1, 2, 3, 4, 5, 6, 7 & 8, refer to Plaintiff's Exhibit A, B, C, D, E, F, G, H, and I, which are recorded immediately following Bill of Complaint.

FINAL DECREE  
 Filed June 7, 1938.

JOHN W. CHAIRES,  
 Plaintiff,

vs.

JOHN B. SHARP and  
 WILLIAM R. HORNEY, Administrators,  
 etc., et al.,  
 Defendants.

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

Cause No. 3161.

FINAL DECREE

This cause standing ready for hearing and being submitted without argument, and the proceedings having been read and considered.

IT IS THEREUPON, this 7th day of June, 1938, 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 of Anna D. Sharp, deceased, in these proceedings mentioned, or so much thereof as may be necessary for the payment of her debts, be sold; that Wm. R. Horney, of Queen Anne's County, Maryland, and Wesley E. Thawley, of Caroline County, Maryland, be, and they 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 themselves, and a surety or sureties, to be approved by this Court, in the penalty of Nine Thousand Dollars (\$9000.00), if corporate surety be given, and in double that amount if personal sureties 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 sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers printed and published in Queen Anne's and Caroline Counties aforesaid as they 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, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustees, and, as soon as may be convenient after 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, plaintiff and defendant, 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.

THOS. J. KEATING

Filed June 7th, 1938.

And at the time of advertising said sale the trustees shall cause the following notice to creditors to be published, that is to say:

NOTICE TO CREDITORS

ORDERED, this 7th day of June, 1938, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the creditors of Anna D. Sharp, deceased, file their claims, properly authenticated with the Clerk of this Court, on or before the 20th day of September, 1938, or be excluded from participation in the distribution of the proceeds of the sale of the

real estate above mentioned; provided a copy of this order be inserted in a newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks before the 20th day of July, 1938.

THOS. J. KEATING

Filed June 7th, 1938.

CERTIFIED COPY OF BOND  
Filed June 10, 1938.

QUEEN ANNE'S COUNTY, to wit: Be it remembered, that on the tenth day of June, in the year nineteen hundred and thirty eight, the following Bond was filed for record, to wit:

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

Know all men by these presents, that we, William R. Horney, of Queen Anne's County, State of Maryland, and Wesley E. Thawley, of Caroline County, State of Maryland, as principals, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Dollars (\$9000.00), current 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, and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with out seals and dated this 10th day of June, 1938;

Whereas, the above bounden William R. Horney and Wesley E. Thawley, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, have been appointed trustees to sell the real estate mentioned in the proceedings in the case of John W. Chaires vs. John B. Sharp and William R. Horney, administrators etc., et. al." being cause No. 3161 now pending in said Court.

Now The Condition of the above obligation is such that if the above bounden William R. Horney and Wesley E. Thawley 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:

Hilda T. Seward

Attest: Hilda T. Seward

Wm. R. Horney (SEAL)

Wesley E. Thawley (SEAL)

United States Fidelity and Guaranty  
Company

by Wm. R. Horney  
Its Attorney In Fact.

Corporate  
Seals  
Place.

Security approved and Bond filed June 10th, 1938

Wm. H. Carter, Clerk

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

I hereby certify, that the foregoing is truly taken and copied from the original bond filed in the case of John W. Chaires vs. John B. Sharp and Wm. R. Horney, admrs. etc., et. al., being Cause No. 3161 Chancery, on the 10th day of June, 1938.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 10th day of June A. D. 1938.

Seal's  
Place.

WILLIAM H. CARTER, Clerk Circuit  
Court for Queen Anne's  
County.

REPORT OF SALE  
Filed July 19, 1938.



JOHN W. CHAIRES,  
Plaintiff,

vs.

JOHN B. SHARP and  
WILLIAM R. HORNEY, Adminis-  
trators, etc., et al.,  
Defendants.

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

Cause No. 3161.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney and Wesley E. Thawley, the Trustees appointed by the decree passed in the above entitled cause on the 7th day of June, 1938, to make sale of the real estate therein decreed to be sold, to your Honors, respectfully shows:

1. That after giving bond to the State in the penalty prescribed by said decree with such security as the Clerk of this Court did approve conditioned for the faithful performance and execution of the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, and after giving notice of the time, place and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, and in the Caroline Sun, a newspaper printed and published in Caroline County, Maryland, for more than three weeks before the day of sale, said Trustees did, pursuant to said notice, attend in front of the banking house of The Hillsboro-Queen Anne Bank, in the town of Hillsboro, Caroline County, Maryland, on the 12th day of July, 1938, at 10:30 o'clock, A. M., and then and there proceeded to sell the dwelling house and lot decreed to be sold in this proceeding in manner following, that is to say:

Said Trustees offered at public sale to the highest bidder said dwelling house and lot described as follows, to wit:

ALL that lot or parcel of land, known as the "Anna D. Sharp Dwelling", situate, lying and being in the town of Hillsboro, in Caroline County, State of Maryland, on the state road leading from Queen Anne through said town of Hillsboro to Denton, adjoining the property of Thomas H. Jones of W., and others, and containing 12,600 square feet of land, more or less.

And said Trustees, having received a bid for said above described dwelling house and lot of only One Thousand Dollars (\$1,000.00), withdrew the same for want of an adequate bid, but thereafter, to wit: on the same day, sold the same, at private sale, to Charles Jarrell, of Caroline County, State of Maryland, at and for the sum of Thirteen Hundred Dollars (\$1,300.00), (said sum being the only offer said Trustees had been able to obtain for said property other than the bid at the public sale which was refused), upon the terms advertised (which will appear by reference to the certificates of publication of said advertisements in said newspapers filed herewith as a part hereof) and upon the additional terms announced on the day of sale, that is to say:

(a) That possession would be given upon the final ratification of the sale by the Court, subject to the rights of the present tenant, who is a monthly tenant; the purchaser to notify said tenant, if he desired full possession;

(b) That the purchaser would be entitled to receive the rents from said property from and after the 1st day of July, 1938;

(c) That all taxes of whatsoever kind and nature for the current year 1938 would be adjusted as of the said 1st day of July, 1938;

(d) That the premium on the policy of fire insurance covering the buildings would be adjusted as of the day of sale; and

(e) That the cost of all title papers and other expenses incident to the transfer of the property to the purchaser, including revenue and recordation stamps and notary and recording fees, costs and charges, would be apayable by the purchaser.

2. That the said purchaser, Charles Jarrell, has complied with the terms of sale by paying unto said Trustees the sum of Thirteen Hundred Dollars (\$1,300.00) in cash.

3. And said Trustees did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on the said 12th day of July, 1938, at 2:30 o'clock, P. M., and then and there proceeded to sell the tract of land or farm decreed to be sold in this proceeding in manner following, that is to say:

Said Trustees offered at public sale to the highest bidder said tract of land or farm described as follows, to wit:

ALL that tract of land or farm, known as the "Anna D. Sharp Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, adjoining the lands of (or formerly of) Roland Morgan, William J. Barton and others, and containing 208 acres of land, more or less.

And said Trustees sold said above described tract of land or farm to Luther A. Short and Helen D. Short, his wife, of Caroline County, State of Maryland, as tenants by the entireties, at and for the sum of Sixty One Hundred Dollars (\$6,100.00), they being at that sum the highest bidder therefor, the terms of sale, (in addition to those advertised as will appear by reference to said certificates of publication of said advertisements in said newspapers so as aforesaid filed herewith as a part hereof) being as follows, to wit:

(a) That possession would be given upon the final ratification of the sale by the Court, subject to the rights of John B. Sharp as tenant until January 1st, 1940;

(b) That the wheat crop, which had been harvested but not threshed, would be reserved, and that the purchaser would be entitled to receive only the landlord's share of the corn crop and clover seed crop;

(c) That all taxes of whatsoever kind and nature for the current year 1938 would be payable by the purchaser;

(d) That the premium on the policy of fire insurance covering the buildings would be adjusted as of the day of sale; and

(e) That the cost of all title papers and other expenses incident to the transfer of the property to the purchaser, including revenue and recordation stamps and notary and recording fees, costs and charges, would be payable by the purchaser.

4. That the said purchasers, Luther A. Short and Helen D. Short, his wife, have complied with the terms of sale by paying unto said Trustees the sum of Two Thousand Thirty Three Dollars and Thirty Three Cents (\$2,033.33) in cash and by delivering to said Trustees an agreement in writing to pay the balance of said purchase money, to wit: the sum of Four Thousand Sixty Six Dollars and Sixty Seven Cents (\$4,066.67), sixty days after the day of sale, or upon the final ratification of the sale by the Court, and also by delivering to said Trustees a promissory note for said balance of said purchase money, bearing date the 12th day of July, 1938, and payable sixty days after date, with interest from date until paid.

5. That the aggregate sales of said real estate as will appear by reference to paragraphs one and three above amounted to the sum of Seventy Four Hundred Dollars (\$7,400.00).

Respectfully submitted,

WM. R. HORNEY

WESLEY E. THAWLEY  
Trustees.

Filed July 19th, 1938.

STATE OF MARYLAND, )  
CAROLINE COUNTY, ) TO WIT:

I HEREBY CERTIFY that on this 16 day of July, 1938, before me, the subscriber, a Notary Public of the State of Maryland in and for Caroline County aforesaid, personally appeared Wesley E. Thawley, one of the Trustees in the above entitled cause, and made oath, in due form of law, that the matters and things stated in the said foregoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sales therein reported were fairly made.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

MILDRED B. BUTLER  
Notary Public.

Notary  
Public  
Seal.

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

I HEREBY CERTIFY that on this 19th day of July, 1938, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, one of the Trustees in the above entitled cause, and made oath, in due form of law, that the matters and things stated in the said foregoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sales therein reported were fairly made.

WILLIAM H. CARTER  
Clerk.

Filed July 19th, 1938.

CERTIFICATE OF PUBLICATION  
OF SALE  
Filed July 19, 1938.

DWELLING AND A  
VALUABLE FARM

The undersigned trustees by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 7th day of June, 1938, in the cause therein entitled "John W. Chaires vs. John B. Sharp and William R. Horney, Administrators, etc., et al.", being Cause No. 3161, will sell the dwelling house and lot hereinafter described at public sale to the highest bidder, in front of the banking house of The Hillsboro-Queen Anne Bank, in the town of Hillsboro, Caroline County, Maryland, on TUESDAY, JULY 12, 1938 commencing at 10:30 A. M., said dwelling house and lot being particularly described as follows, to wit:

ALL that lot or parcel of land, known as the "Anna D. Sharp Dwelling", situate, lying and being in the town of Hillsboro, in Caroline County, State of Maryland, on the state road leading from Queen Anne through said town of Hillsboro to Denton, adjoining the property of Thomas H. Jones of W., and others, and containing 12,600 square feet of land, more or less.

The improvements consist of a dwelling in a good state of repair.

AND said trustees will sell the tract of land or farm hereinafter described 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 12, 1938 commencing at 2:30 P. M., said tract of land or farm being particularly described as follows, to wit:

ALL that tract of land or farm, known as the "Anna D. Sharp Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, adjoining the lands of (or formerly of) Roland Morgan, William J. Barton and others, and containing 208 acres of land, more or less.

The improvements consist of a dwelling, barns and other outbuildings, all in a good state of repair.

TERMS OF SALE (applicable to both properties): One-third cash, one-third in six months, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustees. Further particular will be made known on day of sale.

WILLIAM R. HORNEY

WESLEY E. THAWLEY,  
Trustees.

B. Hackett Turner, Jr., Attorney  
J. Elmer Anthony, Auctioneer.

NOTICE TO CREDITORS

ORDERED, This 7th day of June, 1938, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the creditors of Anna D. Sharp, deceased, file their claims, properly authenticated with the Clerk of this Court, on or before the 20th day of September, 1938, or be excluded from participation in the distribution of the proceeds of the sale of the real estate above mentioned; provided a copy of this order be inserted in a newspaper printed and published in Queen Anne's County, Maryland, once a week for four successive weeks before the 20th day of July, 1938.

THOMAS J. KEATING

Filed June 7th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 14, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Trustee's Sale and Notice to Creditors in the case of William R. Horney and Wesley E. Thalwy, Trustees vs. John B. Sharp and William R. Horney Administrators a true copy of which is hereby annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 9th day of June, 1938, being more than four weeks before the 12th day of July, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER  
PUBLISHING CO.

By BERTHA G. DURNEY

Filed July 19th, 1938.

CERTIFICATE OF PUBLICATION  
OF SALE  
Filed July 19, 1938.

TRUSTEES' SALE  
-OF A VALUABLE-

DWELLING & FARM

The undersigned trustees, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 7th day of June, 1938, in the cause therein entitled "John W. Chaires vs. John B. Sharp and William R. Horney, Administrators, etc., et al.," being Cause No. 3161, will sell the dwelling house and lot hereinafter described at public sale to the highest bidder, in front of the banking house of The Hillsboro-Queen Anne Bank, in the town of Hillsboro, Caroline County, Maryland, on TUESDAY, JULY 12, 1938 Commencing at 10:30 o'clock A. M., said dwelling house and lots being particularly described as follows, to wit:

ALL that lot or parcel of land, known as the "Anna D. Sharp Dwelling," situate, lying and being in the town of Hillsboro, in Caroline County, State of Maryland, on the state road leading from Queen Anne through said town of Hillsboro to Denton, adjoining the property of Thomas H. Jones of W., and others, and containing 12,060 SQUARE FEET OF LAND, more or less.

IMPROVEMENTS

The improvements consist of a DWELLING in a good state of repair.

AND said trustees will sell the tract of land or farm hereinafter described 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 12, 1938 Commencing at 2:30 o'clock, P. M., said tract of land or farm being particularly described as follows, to-wit:

ALL that tract of land or farm, known as the "Anna D. Sharp Farm", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, adjoining the lands of (or formerly of) Roland Morgan, William J. Barton and others, and containing 208 ACRES OF LAND more or less IMPROVEMENTS The improvements consist of a DWELLING Barns and other outbuildings, all in a good state of repair.

TERMS OF SALE

Terms of Sale (applicable to both properties): One-third cash, one-third in six months and one-third in twelve months, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustees. Further particulars will be made known on day of sale.

WILLIAM R. HORNEY,  
WESLEY E. THAWLEY,  
Trustees.

B. Hackett Turner, Jr., Attorney.  
J. Elmer Anthony, Auct.

Ridgely, Md., July 15, 1938

WE HEREBY CERTIFY:

That the annexed advertisement of Trustee's Sale was published in THE CAROLINE SUN, a newspaper printed and published in Caroline County, Maryland, once in each of four successive weeks before the 12th day of July 1938. And that the first insertion of said advertisement in the said CAROLINE SUN was on the 18th day of June 1938 and the last insertion on the 9th day of July 1938.

HENRY WILKINSON & SON  
Publisher of the Caroline  
Sun  
Per B.M.W.

Filed July 19th, 1938.

N I S I

John W. Chaires  
Plaintiff.

vs.

John B. Sharp and  
William R. Horney, Administrators  
etc., et al.  
Defendants.

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

) CHANCERY No. 3161.  
)

ORDERED, This 19th day of July A. D., 1938, that the sale of Real Estate made and reported in this cause by Wm. R. Horney and Wesley E. Thawley Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd. 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 22nd. day of August next.

The Report states the amount of sales to be \$7,400.00.

WILLIAM H. CARTER Clerk.

Filed July 19th, 1938.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed Oct. 13, 1938.

N I S I

JOHN W. CHAIRES  
Plaintiff

vs.

JOHN B. SHARP and  
WILLIAM R. HORNEY, Admin-  
istrators, etc., et al.,  
Defendants.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3161.

ORDERED, This 19th day of July A. D., 1938, that the sale of Real Estate made and reported in this cause by William R. Horney and Wesley E. Thawley Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of August next.

The Report states the amount of sales to be \$7,400.00.

WILLIAM H. CARTER, Clerk.

True Copy-

Test: WILLIAM H. CARTER, Clerk

Filed July 19th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. October 13, 1938

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of John W. Chaires, Plaintiff vs. John B. Sharp and William R. Horney Administrators etc. et al. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 21st day of July, 1938, being more than four weeks before the 22d. day of August 1938.

THE QUEEN ANNE'S RECORD and OBSERVER  
PUBLISHING CO.

By BERTHA G. DURNEY

ORDER OF COURT  
Filed Oct. 13, 1938.

JOHN W. CHAIRES,  
Plaintiff,

vs.

JOHN B. SHARP and  
WILLIAM R. HORNEY, Adminis-  
trators, etc., et al.,  
Defendants.

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

Cause No. 3161.

FINAL ORDER OF RATIFICATION

ORDERED, this 13th day of October, 1938, 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 made by William R. Horney and Wesley E. Thawley, Trustees, and reported in this cause, 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 duly given as required by the preceding order nisi heretofore passed in this cause; and the said William R. Horney and Wesley E. Thawley, Trustees as aforesaid, are allowed the usual commissions allowed by this Court upon the sale of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

THOS. J. KEATING

Filed Oct. 13th, 1938.

ORDER  
Filed Oct. 14, 1938.

JOHN W. CHAIRES,  
Plaintiff,

vs.

JOHN B. SHARP and  
WILLIAM R. HORNEY, Adminis-  
trators, etc., et al.,  
Defendants.

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

Cause No. 3161.

TO THE CLERK OF SAID COURT:

You will please send a copy of the bill of complaint, decree and the trustees' report of sales (including the order nisi passed thereon, the certificate of the publication thereof and the final order of ratification of the sales therein reported), to the Circuit Court for Caroline County in Equity, to be docketed, indexed and recorded, as provided in Sections 90 and 92 of Article 16 of the Annotated Code of Maryland, and request the clerk of said Court to certify to you the cost of recording such proceedings in his office.

WM. R. HORNEY

WESLEY E. THAWLEY, per W.R.H.  
Trustees.

REPORT AND ACCOUNT  
OF THE AUDITOR  
Filed Nov. 9, 1938.

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

John W. Chaires,  
Plaintiff,

vs.

John B. Sharp and  
William R. Horney, administrators,  
etc., et al.  
Defendants.

Cause No. 3161.

To the Honorable, the Judges of said Court:

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

The proceedings of this cause were instituted and have been conducted for the sale of the real estate of which Anna D. Sharp died seized and possessed for the payment of the debts due and owing by her at the time of her death, and the proceeds of the sale of this real estate, consisting of two parcels, are more than sufficient for the payment of these debts so that there is a balance of sales for distribution among her heirs at law.

According to the Claim Docket in the office of the Clerk of the Court ten claims have been filed as debts due by Anna D. Sharp. The auditor has made a statement of these claims and has attached same to the within account as part of same, and this statement is based upon an examination of these claims as to nine of them.

Claim No. 1 mentioned in the statement appears to have been mislaid and the data concerning same in the statement is based on the Claim Docket entry. Claims 5, 6, 7 and 8 are itemized statements, duly proven, relative to judgments against Anna D. Sharp, copies of which were filed with the bill of complaint as exhibits and these statements respectively refer to the copies on which they are based. Claim No. 9 is an itemized statement, duly probated, relative to a mortgage due by Anna D. Sharp, a copy of which has been filed in this cause as "Exhibit I".

In the within account the vendors of the cause, William R. Horney and Wesley E. Thawley, trustees, have been charged with the proceeds of the sales made by them, and then thereout the auditor has made the following allowances:

Unto the vendors, their commissions for making the sale according to the rule of the Court, Court costs of the cause, costs of advertising the notices of sale and several orders nisi of the cause, costs of the trustees' bond, charges of their auctioneer for crying the sale, certain taxes due on the land sold and fee of the auditor.

Unto each creditor filing a claim the amount of his claim according to the statement of claims mentioned.

Unto the trustees to be paid to the State of Maryland, the amount of the direct inheritance taxes due by the heirs at law of Anna D. Sharp upon the land inherited by them from her but sold under this cause.

Unto her heirs the several amounts of their inheritance, being the balance of the sales charged remaining after the above allowances.

The auditor visited the Orphans' Court of this county to see and examine the inventory of the real estate of Anna D. Sharp returned by her administrators where the value of the land sold in this cause ascertained by appraisers appointed for the purpose is set out, and the amount of the tax mentioned as allowed to be paid is based on the appraisal set out in this inventory and the manner of the ascertainment of the tax is set out in the within account.

Respectfully submitted.

MADISON BROWN  
Auditor.

Cause No. 3161

The proceeds of the sales of the real estate of Anna D. Sharp, late of Queen Anne's County, deceased, sold under the proceedings of this cause for the payment of her debts, in account with William R. Horney and Wesley E. Thawley, trustees appointed by the decree to sell said real estate and as such vendors thereof.

1938	CR.	
July		
12	By amount of the gross sale of the dwelling house of Anna D. Sharp made this date, per report of sale filed, to wit: . . . . .	\$1,300.00
July		
12	By amount of the gross sale of the farm of Anna D. Sharp made this date, per same report of sale, to wit: . . . . .	<u>6,100.00</u>
	Total amount of sales of real estate . . . . .	<u>\$7,400.00</u>

1938	DR.	
July		
12	To William R. Horney and Wesley E. Thawley, trustees and vendors, for their commissions for making the sale, per rule of court, to wit:.	\$341.00
	To do., for court costs of suit as set out in statement of costs of Clerk of Court as follows:	
	Costs of Wm.H. Carter, Clerk . . . . .	\$70.00
	Costs of T.H.Everett, sheriff, . . . . .	2.25
	Costs of H.S. Sparks, sheriff, . . . . .	2.25
	Cost of guardian ad litem . . . . .	4.00
	Cost of N.S. Dudley, Register of Wills . . . . .	2.50
	Costs of T. C. Horsey, clerk, . . . . .	21.75
	Appear. fee of B.H. Turner . . . . .	10.00
	Appear. fee of Horney & Thawley . . . . .	10.00
	Costs of H.B.W. Mitchell, examiner. . . . .	8.00
	Cost of his clerk, . . . . .	5.00
	Fees of witnesses before examiner. . . . .	2.25
	Total costs . . . . .	<u>\$138.50</u> 138.50
	To do., for the costs of their bond filed herein paid corporate surety on the bond, per receipted account for same exhibited, the sum of	36.00

To do., for amount paid J.E. Anthony, their auc-  
 tioneer, for crying the sales made, per his  
 receipted accounts for same exhibited,  
 the sum of . . . . . 50.00

To do., for costs of advertising in Queen  
 Anne's County newspaper notice of sale  
 \$42.00, and order nisi thereon, \$5.00 ,  
 per account for same exhibited, the sum of . . 47.00

To do., for cost of advertising in some  
 paper notice to creditors of Anna D. Sharp  
 to file their claims, per account for same  
 exhibited, the sum of . . . . . 5.00

To amounts carried forward . . . . . \$617.50 \$7,400.00

Cause No. 3161.

The proceeds of the sales of the real estate of Anna D. Sharp, late of Queen Anne's  
 County, deceased, sold under the proceedings of this cause for the payment of her  
 debts, in account with William R. Horney and Wesley E. Thawley, trustees appointed by  
 the decree to sell said real estate and as such vendors thereof.

	Dr.	Cr.
By amounts brought forward . . . . .	\$617.50	\$7,400.00
<hr style="width: 50%; margin: auto;"/> DR.		
To William R. Horney and Wesley E. Thawley, trustees and vendors, for cost of advertis- ing order nisi to be passed as to this audit, the sum of . . . . .		3.50
To do., for costs of advertising notice of sale in the Caroline Sun, per account for same with receipt thereon exhibited, the sum of . . . . .		30.00
To do., for amount paid by them to J. W. Keith, collector of taxes for Queen Anne's County, for state and county taxes due by Anna D. Sharp for year 1937, of \$103.48 and interest thereon of \$6.73, total per tax statement receipted, to wit: . . . . .		110.21
To do., for one-half of taxes on dwelling house in Hillsboro, for year 1938 to be paid by them under terms of this sale made by them, per tax statement exhibited, the sum of . . . . .		2.50
To Madison Brown, auditor, for stating this audit, the sum of . . . . .		27.00
		<u>\$790.71</u>
To balance carried over . . . . .		6,609.29
		<u>\$7,400.00 \$7,400.00</u>

November 8, 1938

MADISON BROWN  
Auditor.

Cause No. 3161.

CR.

By balance brought forward . . . . . \$6,609.29

Dr.

Distribution among the creditors of Anna D. Sharp.



<u>Claim No.</u>	<u>Holder of Claim</u>		
1 -	To J. C. Sharwood & Son,	the sum of	\$ 21.18
2 -	To Frank Messix,	the sum of	10.50
3-	To George Ford,	the sum of	16.11
4-	To E. Paul Knotts,	the sum of	35.43
5-	To Henry E. Morgan, Horace M. Morgan, W. B. Messic, partners, trading as G. L. Jump Hardware & Implement Co.,	the sum of	1,686.18
6-	To John W. Charies,	the sum of	93.31
7-	To John W. Chaires,	the sum of	104.13
8-	To Charles Jarrell,	the sum of	603.96
9-	To William R. Horney & Wesley E. Thawley, assigness of mortgage,	the sum of	1,303.04
10-	To W. D. Bishop,	the sum of	55.61
	Total amount distributed to creditors		\$3,930.35
	To balance carried forward . . . . .		<u>2,678.94</u>
			\$6,609.29    \$6,609.29

November 8, 1938,

Madison Brown  
Auditor.

Cause No. 3161.

CR.

By balance brought forward . . . . . \$2,678.94

DR.

Payment of Inheritance Tax

To William R. Horney and Wesley E. Thawley, the vendors of this cause, in trust to be paid to the Register of Wills for Queen Anne's County for the use of the State of Maryland as and for the amount of the Direct Inheritance Tax due by the heirs of Anna D. Sharp on the clear value of the land inherited by them from her sold after the inheritance through this cause, 1 per centum of \$1,778.94, to wit: sum of . . . . . \$ 17.79

To balance distributed below to said heirs, to wit: . . . . . 2,661.15  
\$2,678.94    \$2,678.94

Explanation of Above Mentioned Tax.

According to the inventory of the real estate of Anna D. Sharp filed by her administrators in the Orphans' Court of Queen Anne's County,  
the town property sold in this cause is appraised at . . . . . \$1,500.00  
the farm property sold in this cause is appraised at . . . . . 5,000.00  
\$6,500.00

To derive at the clear value from this total there is deducted as follows:

The amount of the costs incident to the proceedings and sales of this cause (see above) is . . . . . \$ 790.71  
The amount of the claims of the creditors of Anna D. Sharp paid above is the sum of . . . . . 3,930.35  
Total amount to be deducted . . . . . \$4,721.06    \$4,721.06  
Clear value of their inheritance . . . . . \$1,778.94

November 8, 1938

MADISON BROWN  
Auditor.

Cause No. 3161.

CR.

By amount brought forward . . . . . \$2,661.15

DR.

Distribution Among the Heirs.

To John B. Sharp, husband of Anna D. Sharp,  
 1/3 of said balance, to wit: . . . . . \$887.05

The remaining 2/3 is distributed equally among  
 her children named below.

To Charles E. Sharp, . . . . .	the sum of . . . . .	177.41	
To George B. Sharp, . . . . .	the sum of . . . . .	177.41	
To James L. Sharp, . . . . .	the sum of . . . . .	177.41	
To Howard Sharp, . . . . .	the sum of . . . . .	177.41	
To Mary E. Fluharty, . . . . .	the sum of . . . . .	177.41	
To John B. Sharp, junior, . . . . .	the sum of . . . . .	177.41	
To Paul V. Sharp, infant, . . . . .	the sum of . . . . .	177.41	
To W. Kemp Sharp, infant, . . . . .	the sum of . . . . .	177.41	
To Gibson R. Sharp, infant, . . . . .	the sum of . . . . .	177.41	
To A. Louise Sharp, infant, . . . . .	the sum of . . . . .	177.41	
			\$2,661.15 \$2,661.15

November 8, 1938

MADISON BROWN  
 Auditor.

Cause No. 3161

John W. Chaires versus John B. Sharp, et al.

Statment of Claims

vs.

Anna D. Sharp.  
 who died June 21, 1937.

<u>Claim No.</u>	<u>Holder of Claim</u>	<u>Nature of Claim</u>		
1.	J. C. Sharwood & Son,	account for Int. from 6/21/37	\$19.92 <u>1.26</u>	\$ 21.18
2.	Frank Messick,	Probated account for Int. from 6/21/37	\$ 9.87 <u>.63</u>	10.50
3.	George Ford,	Probated account for Int. from 6/21/37	\$15.15 <u>.96</u>	16.11
4.	E. Paul Knotts, M. D.	Probated account for Int. from 10/1/35	\$32.00 <u>3.43</u>	35.43
5.	Henry E. Morgan, Horace M. Morgan, W. B. Messick,	Probated statement under copy of judgment filed in this cause as "Exhibit G" (Including interest to 7/12/38) Costs of judgment	1,677.33 <u>8.85</u>	1,686.18
6.	John W. Chaires,	Probated statement under copy of judgment as "Exhibit A" (includes interest to July 12, 1938) Costs and commissions included	77.46 <u>16.85</u>	93.31

- 7. John W. Chaires Probated statement under copy of judgment filed in this cause as "Exhibit B" Includes interest to July 12, 1938 87.34  
Costs & commissions 16.79 104.13
- 8. Charles Jarrell Probated statement under copy of judgment filed as "Exhibit H" includes interest to July 12, 1938 \$555.03  
Costs & commissions 48.93 603.96
- 9. William R. Horney & Wesley E. Thawley, assignees of mortgage, Probated statement of Claim under mortgage from Anna D. Sharp, certified copy which has been filed in this cause as "Exhibit I" interest included in above to 7/5/38 \$1,303.94 1,303.94  
No further interest added by order of Mr. Horney.

Cause No. 3161.

John W. Chaires versus John B. Sharp, et al.

Statement of Claims vs.

Anna D. Sharp, who died June 21, 1937

<u>Claim No.</u>	<u>Holder of Claim</u>	<u>Nature of Claim</u>	
10.	W. D. Bishop,	Account, Int. from 1/1/37 to 7/12/38	\$ 50.93 <u>4.68</u> 55.61
Total Amount of Claims . . . . .			\$3,930.35

All interest brought to day of sale, July 12, 1938, unless otherwise stated Interest allowed from date of death of Anna D. Sharp.

November 8, 1938.

MADISON BROWN Auditor.

Filed Nov. 9th, 1938.

NISI RATIFICATION OF AUDIT

John W. Chaires, Plaintiff, ) IN THE CIRCUIT COURT  
 VS )  
 ) FOR QUEEN ANNE'S COUNTY  
 John B. Sharp and )  
 William R. Horney, administrators ) IN EQUITY  
 etc., et. al. Defendants. )  
 ) CASE No. 3161.

ORDERED, This 9th day of November in the year nineteen hundred and thirty-eight 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 2nd day of December, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 25th day of November, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER Clerk.

Filed November 8th, 1938.

CERTIFICATE OF PUBLICATION OF  
NISI RATIFICATION  
Filed Dec. 3, 1938.

NISI RATIFICATION OF AUDIT

JOHN W. CHAIRES, Plaintiff

vs.

JOHN B. SHARP and  
WILLIAM R. HORNEY, Ad-  
ministrators, etc., et. al.  
Defendants.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3161.

ORDERED, This 9th day of November in the year nineteen hundred and thirty-eight 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 2nd day of December, 1938; provided a copy of this order be published once a week in each of two successive weeks before the 25th day of November, 1938, in some newspaper printed and published in Queen Anne's County.

WILLIAM H. CARTER, Clerk.

True Copy-

Test:

WILLIAM H. CARTER, Clerk.

Filed November 9th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. December 3, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of August in the case of John W. Chaires, Plaintiff vs. John B. Sharp and William R. Horney Admrs. a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 10th day of November, 1938, being more than two weeks before the 25th day of Nov. 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Bertha G. Durney

ORDER OF COURT  
Filed Dec. 7, 1938.

JOHN W. CHAIRES,  
Plaintiff,

vs.

JOHN B. SHARP and  
WILLIAM R. HORNEY, Administrators,  
etc., et al.,  
Defendants.

In the Circuit Court for  
Queen Anne's County.

Cause No. 3161.

FINAL RATIFICATION OF AUDIT

ORDERED, this 7th day of December, 1938, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and aforegoing 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 as directed by the previous Order of Ratification Nisi passed thereon in this cause; and the Trustees, William R. Horney and Wesley E. Thawley, are hereby directed to apply the proceeds of the sales in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Trustees, except such distributions as are therein made to infants, which shall be held subject to the future order of this Court.

THOS. J. KEATING

Filed Dec. 7th, 1938

PETITION OF PAUL V. SHARP  
Filed Dec. 13, 1938.

JOHN W. CHAIRES,

vs.

JOHN B. SHARP and  
WILLIAM R. HORNEY, Administra-  
tors, etc., et al.

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

Cause No. 3161.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Paul V. Sharp unto your Honors, respectfully  
shows:

1. That in the Report and Account of the Auditor filed among the proceedings in this cause there is awarded and allotted unto your petitioner, as an infant, the sum of \$177.41.
2. That your petitioner arrived at the age of twenty one years on the 11th day of October, 1938, having been born on the 11th day of October, 1917.
3. That your petitioner is advised that he is entitled to have said sum of money paid into his hands, he having now arrived at legal age.

Your petitioner, therefore, prays this Honorable Court to pass an order authorizing, directing and empowering William R. Horney and Wesley E. Thawley, the trustees in this cause, to pay over said sum of money into the hands of your petitioner upon the execution by him of a release duly executed agreeably to law.

And as in duty bound, etc.,

PAUL V. SHARP  
Petitioner.

SUBSCRIBED and SWORN to before me, the subscriber, by Paul V. Sharp, this 13th day of December, 1938:

A. SYDNEY GADD JR.  
Clerk.

Filed Dec. 13, 1938.

CERTIFICATE OF FATHER

I, John B. Sharp, the father of Paul V. Sharp, do hereby certify that my said son, Paul V. Sharp, arrived at the age of twenty one years on the 11th day of October, 1938, he having been born on the 11th day of October, 1917.

JOHN B. SHARP  
Father.

Filed Dec. 13, 1938.

ORDER OF COURT

Upon the foregoing petition and certificate, IT IS ORDERED, this 15th day of December, 1938, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that William R. Horney and Wesley E. Thawley, trustees in the above entitled cause, be and they are hereby authorized, directed and empowered to pay over into the hands of Paul V. Sharp the sum of money awarded and allotted unto him, as an infant, in the Report and Account of the Auditor filed among the proceedings in this cause, upon the delivery unto them by the said Paul V. Sharp of a release duly executed agreeably to law, the Court being satisfied that the said Paul V. Sharp arrived at full legal age on the date set forth in said foregoing petition.

THOS. J. KEATING

Filed Dec. 15, 1938.

PETITION OF GUARDIAN  
Filed March 8, 1939.

JOHN W. CHAIRES,

vs.

JOHN B. SHARP and  
WILLIAM R. HORNEY, Adminis-  
trators, etc., et al.

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

Cause No. 3161.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John B. Sharp, Guardian of W. Kemp Sharp, Gibson R. Sharp and A. Louise Sharp, infants, unto your Honors, respectfully shows:

1. That on the 28th day of February, 1939, your petitioner was appointed guardian of W. Kemp Sharp, Gibson R. Sharp and A. Louise Sharp, infants, by the Orphans' Court of Queen Anne's County and duly qualified as such on the same day by filing an approved bond in the penalty of \$1,000.00, with corporate surety, all of which will appear by reference to the Certificate of Appointment filed herewith as a part hereof and marked "Guardian's Exhibit No. 1".

2. That there are, at the present time, no funds in the hands of your petitioner as guardian representing principal or corpus of the guardianship estate.

3. That in the Report and Account of the Auditor filed among the proceedings in this cause there is awarded and allotted unto the said W. Kemp Sharp, Gibson R. Sharp and A. Louise Sharp, infants, the sum of \$177.41 each.

4. That your petitioner is advised that he is entitled to have said sums of money paid into his hands as guardian of said infants.

Your petitioner, therefore, prays this Honorable Court to pass an order authorizing, directing and empowering William R. Horney and Wesley E. Thawley, the trustees in this cause, to pay over said several sums of money into the hands of your petitioner upon the execution by him of a release duly executed agreeable to law.

And as in duty bound, etc.,

JOHN B. SHARP  
Guardian.

SUBSCRIBED and SWORN to, before me, the subscriber, by John B. Sharp, this 7th day of March, 1939:

F. E. FLEMING  
Notary Public.

Notary  
Public  
Seal.

Filed Mar. 8, 1939.

ORDER OF COURT  
Filed March 14, 1939.

ORDER OF COURT

Upon the foregoing petition, the affidavit thereto and the exhibit filed therewith, IT IS ORDERED, this eleventh day of March, 1939, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that William R. Horney and Wesley E. Thawley, Trustees in the above entitled cause, be and they are hereby authorized, directed and empowered to pay over into the hands of John B. Sharp, Guardian of W. Kemp Sharp, Gibson R. Sharp and A. Louise Sharp, infants, the several sums of money awarded and allotted unto them, respectively, in the Report and Account of the Auditor filed among the proceedings in this cause upon the deliver unto said Trustees by said John B. Sharp, Guardian as aforesaid, of a release duly executed agreeably to law.

THOS. J. KEATING

Filed March 14th, 1939.

GUARDIAN'S EXHIBIT No. 1  
Filed Mar. 8, 1939.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, Norman S. Dudley 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 28th day of February A. D., nineteen hundred and thirty nine that John B. Sharp was appointed Guardian of W. Kemp Sharp, Gibson R. Sharp and A. Louise Sharp, infant children of Anna D. Sharp, late of Queen Anne's County, deceased, after he had entered into bond with approved security in the penalty of \$1,000.00 with corporate surety, for the due performance thereof, according to law, and after he had taken the oath by law required of him.

In Testimony Whereof, I  
Register of Wills for Queen Anne's County aforesaid, do here-  
unto set my hand and affix the Seal of the Orphans' Court for  
Queen Anne's County, this 28th day of February nineteen hun-  
dred and thirty nine.

Seal's  
Place.

NORMAN S. DUDLEY  
Register of Wills for Queen  
Anne's County.

"GUARDIAN'S EXHIBIT NUMBER ONE".





CAUSE No. 3171.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Third day of May, in the year nineteen hundred and thirty eight, the following Order to Docket Suit was filed for record, to wit:-

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

ARTHUR B. ROTHWELL and  
ELIZABETH H. ROTHWELL, his wife,  
Mortgagors.

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

Cause No.

TO THE CLERK OF SAID COURT:

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in said cause a certified copy of the mortgage from Arthur B. Rothwell and Elizabeth H. Rothwell, his wife, to William Jester, bearing date the 18th day of October, 1932, and of the assignments thereof, by mesne assignments, to William R. Horney, for the purpose of collection by foreclosure or otherwise, said mortgage and assignments being recorded in Liber B. H. T. No. 15, folios 277, etc., a land record book for Queen Anne's County, Maryland.

This suit, to be docketed as aforesaid, is for the foreclosure of the above described mortgage under the power of sale contained therein, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

And as in duty bound, etc.,

WM. R. HORNEY  
Assignee of Mortgage.

Filed May 23rd, 1938.

CERTIFIED COPY OF MORTGAGE  
Filed May 23, 1938.

.....  
#15,806. QUEEN ANNE'S COUNTY,  
T O W I T: Be it remembered that on the Eighteenth day of October, in the year nineteen hundred and thirty two, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this Eighteenth day of October in the year nineteen hundred and thirty two, by Arthur B. Rothwell and Elizabeth H. Rothwell, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Arthur B. Rothwell is indebted unto William Jester of Queen Anne's County, Maryland, in the full sum of SIX HUNDRED DOLLARS (\$600.00) for cash this day loaned, to be repaid three years from the date hereof, with interest thereon in the meantime payable semi-annually at the rate of 6%, and as evidence thereof has given unto the said William Jester a promissory note in the sum of \$600.00, signed by himself and Elizabeth H. Rothwell, payable three years after date, with interest, payable to the said William Jester, said note being endorsed across the face thereof "Principal Mortgage Note secured by mortgage of even date; and whereas, it was a condition precedent to the loaning of said money, so evidenced by said note, that this mortgage should be given to more effectually secure the payment thereof and the interest thereon to accrue.

Now therefore in consideration of the premises and the sum of one dollar, the said Arthur B. Rothwell and Elizabeth H. Rothwell, his wife, do hereby grant and convey unto and to William Jester, his heirs and assigns, in fee simple, all that lot or tract of land, consisting of several tracts, situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the right side of the public road leading from Centreville to Burrisville, adjoining the town of Burrisville, improved by a two story, frame, shingled house and necessary out buildings, and contains thirty six and one half acres of land, more or less, being the same and all the land granted conveyed unto the said A. B. Rothwell by the following conveyances, to wit: All that land granted and conveyed unto A. B. Rothwell by deed from John A. Powell and Laura J. Powell, his wife, dated October 17th., 1883, and recorded in Liber S. C. D.

#3 folios 438 &etc., a Land Record Book for Queen Anne's County and described therein as containing twenty five acres of land, more or less, excepting therefrom nevertheless five acres of land, more or less, granted and conveyed by the said A. B. Rothwell and wife, to A. R. Weedon, by deed dated August 28th., 1884, and recorded in Liber S. C. D. #4 folios 75 &etc, a Land Record Book for Queen Anne's County, thereby making an acreage of twenty acres of the grant to Rothwell to be covered by this mortgage; also all that land described in a deed to the said Arthur B. Rothwell from James A. McFarland and wife, dated June 14th., 1884, and recorded in Liber S. C. D. #4 folios 540 &etc., a Land Record Book for Queen Anne's County, and described in said deed as containing one fourth of an acre of land, more or less; also all that land described in a deed to the said A. B. Rothwell from Mary E. Lane and John E. Lane, her husband, dated April 17th., 1902, and recorded in Liber J. E. G. #3 folios 181 &etc., a Land Record Book for Queen Anne's County, said land being therein described as containing ten acres of land, more or less; also all that land conveyed to the said A. B. Rothwell by deed from Leonard M. Lane and wife, dated March 16th., 1910, and recorded in Liber S. S. #7, folios 490, &etc., a Land Record Book for Queen Anne's County, and described therein as containing one fourth acre of land, more or less; also all that land conveyed to the said A. B. Rothwell by deed from Amanda Frazier and Albert Frazier, dated Oct. 13th., 1903, and recorded in Liber J. E. G. #5, 428 &etc., a Land Record Book for Queen Anne's County, and described therein as containing six acres of land, more or less, to which deeds reference is hereby made for a fuller and more particular description.

TOGETHER with the 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 A. B. Rothwell, his heirs, executors, administrators or assigns, shall well and truly pay to the said William Jester, his executors, administrators or assigns, the aforesaid sum of SIX HUNDRED Dollars and interest thereon to accrue as above set forth, and shall perform all the covenants, conditions and agreements therein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said A. B. Rothwell, his heirs and assigns, shall possess said property.

AND the said A. B. Rothwell, 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 the insurable value thereof, in some Company or Companies approved by the said William Jester, 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 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 Jester, his executors, administrators or assigns, or Richard T. Earle 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 Arthur B. Rothwell 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 the said William Jester, his executors, administrators or assigns, or Richard T. Earle 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 Arthur B. Rothwell for himself, his heirs executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the said mortgagors.

Test: Verna Crowl

ARTHUR B. ROTHWELL (SEAL)

ELIZABETH H. ROTHWELL (SEAL)

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

I hereby certify that on this 18th day of October, in the year nineteen hundred and thirty two, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Arthur B. Rothwell and Elizabeth H. Rothwell, his wife, and each acknowledged the within and foregoing mortgage to be their respective act. In witness whereof I have hereunto subscribed my name and affixed my seal notarial.

VERNA CROWL  
Notary Public.

Notary  
Public  
Seal.

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

I hereby certify that on this 18th day of October, in the year nineteen hundred and thirty two, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared William Jester and made oath in due form of law that the consideration set forth in the within and foregoing mortgage is true and bona fide as therein set forth. In witness whereof I have hereunto subscribed my name and affixed my seal notarial.

VERNA CROWL  
Notary Public.

Notary  
Public  
Seal.

Queen Annes County, to wit: Be it remembered that on the twenty third day of December in the year Nineteen Hundred and thirty seven the following Assignments were brought to be recorded, to wit:

For value received, I, William Jester, do hereby transfer and assign the within and foregoing Mortgage unto William R. Horney.

Witness my hand and seal, this 23rd day of December, 1937.

TEST: William Jester (SEAL)

Hilda T. Seward

For value received, I, William R. Horney, do hereby transfer and assign the within and foregoing Mortgage unto William Jester and Ethel Sparks Jester, his wife, as tenants by the entireties, without recourse or guarantee.

Witness my hand and seal, this 23rd day of December, 1937.

TEST: William Horney (SEAL)

Hilda T. Seward

Queen Anne's County, to wit: Be it remembered that on the twenty-third day of May in the year Nineteen Hundred and thirty eight, the following Assignment was brought to be recorded, to wit:

For value received, we, William Jester and Ethel Sparks Jester, his wife, do hereby transfer and assign the within and foregoing MORTGAGE unto William R. Horney for the purpose of collection by foreclosure or otherwise.

Witness our hands and seals, this 17th day of May, 1938:

TEST: William Jester (SEAL)

Hilda T. Seward

Ethel Sparks Jester (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber B. H. T. No. 15, folios 277, etc., a Land Record Book for Queen Anne's County aforesaid.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 23rd day of May, in the year nineteen hundred and thirty eight.

Seal's  
Place.

WILLIAM H. CARTER Clerk

CERTIFIED COPY OF BOND  
Filed June 16, 1938.

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

KNOW ALL MEN BY THESE PRESENTS, that we, William R. Horney, 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 Three Thousand Dollars (\$3,000.00), current 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 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 16th day of June, 1938;

WHEREAS, a certain mortgage from Arthur B. Rothwell and Elizabeth H. Rothwell, his wife, to William Jester, bearing date the 18th day of October, 1932, and recorded in Liber B. H. T. No. 15, folios 277, etc., a land record book for Queen Anne's County aforesaid, has been, by mesne assignments, duly assigned unto the said William R. Horney, which said assignments are recorded among said land records at the foot of said mortgage;

AND WHEREAS, the above bounden William R. Horney, as the Assignee as aforesaid of the above described mortgage, is about to execute the power of sale contained in the said above described 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 covenanted to be paid by the terms of 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 William R. Horney, 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:  
  
HILDA T. SEWARD  
  
WM. R. HORNEY (SEAL)  
  
UNITED STATES FIDELITY AND  
GUARANTY COMPANY,  
  
by Wm. R. Horney  
Its Attorney-in-Fact  
  
Seal's  
Place.

ATTEST: HILDA T. SEWARD

And on the back of the foregoing Bond was thus endorsed, to wit:

Security approved and Bond Filed June 16th, 1938.

William H. Carter Clerk

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

I hereby certify that the foregoing Bond was truly taken and copied from the Original Bond filed in the above entitled cause and now remaining in this Office.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 16th day of June, in the year nineteen hundred and thirty eight.

WILLIAM H. CARTER Clerk

Seal's Place.

REPORT OF SALE  
Filed June 23, 1938.

WILLIAM R. HORNEY,  
Assignee of Mortgage,

vs.

ARTHUR B. ROTHWELL and  
ELIZABETH H. ROTHWELL, his wife,  
Mortgagors.

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

Cause No. 3171.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William R. Horney, Assignee of the Mortgage from Arthur B. Rothwell and Elizabeth H. Rothwell, his wife, to William Jester, bearing date the 18th day of October, 1932, and recorded in Liber B. H. T. No. 15, folios 277, etc., a land record book for Queen Anne's County, Maryland, respectfully shows:

1. That said mortgage was, by mesne assignments, duly assigned unto the said William R. Horney for the purpose of collection by foreclosure or otherwise, said assignments being recorded among said land records at the foot of said mortgage.

2. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debt and the interest thereon covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

3. That after giving bond to the State with such security as the Clerk of this Court did approve 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 required by law, and after giving notice of the time, place and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, said Assignee 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 21st day of June, 1938, beginning at the hour of 1:30 o'clock, P. M., and then and there, by virtue and in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, proceed to offer the mortgaged property for sale in manner following, that is to say:

Said Assignee offered at public sale to the highest bidder the property granted and conveyed by said mortgage and described as follows, to wit:

ALL that lot or tract of land, consisting of several tracts, situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the right side of the public road leading from Centreville to Burrisville, and containing 36 1/2 acres of land, more or less. For a more particular description of the land offered for sale reference is made to said mortgage and particularly to the title references therein referred to.

And said Assignee sold the above described property to Nellie Rothwell, of Queen Anne's County aforesaid, at and for the sum of Two Thousand Dollars (\$2,000.00), she being at that sum the highest bidder therefor, the terms of sale, (in addition to those advertised as will appear by reference to the certificate of the publication of said advertisement of sale in said newspaper filed herewith as a part hereof), being as follows, to wit:

(a) That possession would be given upon the ratification of the sale by the Court;

(b) That the purchaser would be entitled to receive all crops now growing or to be grown on said tract of land during the current year;

(c) That all taxes of whatsoever kind and nature for the year 1938 would be payable by the purchaser;

(d) That the premium on the fire insurance policy on the buildings would be adjusted as of the day of sale; and

(e) That the cost of all title papers and other expenses incident to the transfer of the mortgaged property to the purchaser, including revenue and recordation stamps and charges and notary fees and costs, would be payable by the purchaser.

4. That the said purchaser has paid unto said Assignee the sum of Two Hundred Dollars (\$200.00) and has delivered to him her agreement in writing to pay the balance of the purchase money upon the final ratification of the sale by this Court.

Respectfully submitted,

WM. R. HORNEY  
Assignee of Mortgage.

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

I HEREBY CERTIFY that on this 23rd day of June, 1938, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, Assignee of the mortgage mentioned and described in the foregoing Report of Sale, and made oath, in due form of law, that the matters and things stated in the said foregoing REPORT OF SALE are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WM. H. CARTER  
Clerk.

Filed June 23, 1938.

CERTIFICATE OF PUBLICATION  
OF SALE  
Filed June 23, 1938.

ASSIGNEE'S SALE OF A VALUABLE  
SMALL FARM

Default having occurred in the terms of the mortgage from Arthur B. Rothwell and Elizabeth H. Rothwell, his wife, to William Jester, dated October 18th, 1932, and recorded in Liber B. H. T. No. 15, folios 277, etc., a land record book for Queen Anne's County, Maryland, and assigned, by mesne assignments, to William R. Horney, for the purpose of collection by foreclosure or otherwise, said assignments being recorded at the foot of said mortgage, the undersigned, assignee of said mortgage as aforesaid, by virtue of the power of sale contained in said mortgage, will 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, JUNE 21, 1938, beginning at the hour of 1:30 o'clock, P. M., the real estate conveyed by said mortgage, consisting of:

ALL that lot or tract of land, consisting of several tracts, situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the right side of the public road leading from Centreville to Burrisville, adjoining the town of Burrisville, and containing  $36\frac{1}{2}$  acres of land, more or less, For a more particular description of the land to be sold reference is made to said mortgage and particularly to the title references therein referred to.

The improvements consist of a two story frame shingled house and necessary outbuildings in a good state of repair.

TERMS OF SALE: One-third of the purchase money will be required on day of sale, and the balance will be required in two equal installments, payable, respectively, in six and twelve months from day of sale, or all cash, at option of purchaser, all credit payments, if any, to bear interest from day of sale, and to be secured to satisfaction of the undersigned. Further particulars will be made known on day of sale.

WILLIAM R. HORNEY,  
Assignee of Mortgage.

J. Elmer Anthony, auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. June 22, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale in the case of William R. Horney, Assignee vs. Arthur B. Rothwell and Elizabeth H. Rothwell, his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 26th day of May, 1938, being more than twenty days before the 31st day of June, 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed June 23rd, 1938.

N I S I

William R. Horney, Assignee of Mortgage	)	IN THE CIRCUIT COURT
	)	
	)	FOR QUEEN ANNE'S COUNTY
VS	)	
	)	IN EQUITY.
Arthur B. Rothwell and Elizabeth H. Rothwell, his wife, Mortgagors.	)	CHANCERY NO. 3171.

ORDERED, This 23rd day of June, A. D., 1938, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August 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 July next.

The Report states the amount of sales to be \$2000.00.

WILLIAM H. CARTER Clerk.

Filed June 23rd, 1938.

CERTIFICATE OF PUBLICATION OF ORDER OF PUBLICATION AND NOTICE TO CREDITORS. Filed Sept. 2, 1938.

ORDER OF PUBLICATION -and- NOTICE TO CREDITORS

William R. Horney, Assignee of Mortgage vs. ARTHUR B. ROTHWELL and ELIZABETH H. ROTHWELL, his wife, Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Cause No. 3171.

The object of this suit is to have the surplus proceeds of sale under a mortgage applied to pay creditors of Arthur B. Rothwell, late of Queen Anne's County, Mortgagor.

The bill states that Arthur B. Rothwell died before the sale under the mortgage, indebted to Nellie Rothwell in the sum of \$2,272.01 on certain judgments, and to others, leaving personal property insufficient to pay his debts, upon which administration was granted to Edward K. Rothwell and Ernest J. Rothwell; that the land sold for more than enough to satisfy the mortgage, and his creditors are entitled to the surplus proceeds; that Arthur B. Rothwell left a last will and testament by which he devised all of his property, real and personal to Elizabeth H. Rothwell, widow, for life, with remainder to Ernest J. Rothwell, Nellie Rothwell and Alfred Rothwell, children who reside in Maryland, Kate Rothwell and John Rothwell, children who predeceased the testator, and Edward K. Rothwell and Peter C. Rothwell, children who are non-residents of Maryland.

ORDERED this 27th day of June, 1938, by the Court, that the creditors of Arthur B. Rothwell, deceased, file their claims, with vouchers, with the Clerk of this Court, on or before the 30th day of September, next, or be excluded from participation in the distribution of said surplus proceeds of sale;

ORDERED, further, that notice of the object and purpose of said petition be given to Edward K. Rothwell, and Peter C. Rothwell, non-residents, by publishing this order in some weekly newspaper published in Queen Anne's County once in each of four successive weeks, before the 30th day of July, 1938, warning them to appear in this Court, in person or by attorney, on or before the 16th day of August, 1938, to show cause, if any they have, why the petition should not be granted.

THOMAS J. KEATING.

True Copy-  
Test:  
WILLIAM H. CARTER, Clerk.  
Filed June 27th, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 2, 1938

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO. hereby certifies that the Order of Publication and Notice to Creditors in the case of William R. Horney, Assignee vs. Arthur B. Rothwell and Elizabeth H. Rothwell, his wife a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 30th day of June, 1938, being more than four weeks before the 30th day of July 1938.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed Sept. 2, 1938.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI  
Filed Sept. 2, 1938.

N I S I

WILLIAM R. HORNEY, Assignee of  
Mortgage,  
vs.  
ARTHUR B. ROTHWELL and ELIZABETH  
H. ROTHWELL, his wife,  
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3171.

ORDERED, This 23rd day of June A. D., 1938, that the sale of the real estate made and reported in this cause by William R. Horney, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of August 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 July next.

The Report states the amount of sales to be \$2000.00.

WILLIAM H. CARTER, Clerk  
True Copy-  
Test: WILLIAM H. CARTER, Clerk

Filed June 23rd, 1938.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 2, 1938

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of William R. Horney, Assignee of Mortgage vs. Arthur B. Rothwell and Elizabeth H. Rothwell, his wife Mortgagors, a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 30th day of June, 1938, being more than four weeks before the 30th day of July, 1938.





REPORT AND ACCOUNT  
OF THE AUDITOR  
Filed February 4, 1939.

WILLIAM R. HORNEY,  
Assignee,

vs.

ARTHUR B. ROTHWELL, and  
ELIZABETH H. ROTHWELL,  
his wife,  
Mortgagors.

( IN THE CIRCUIT COURT

( FOR

( QUEEN ANNE'S COUNTY,

( IN EQUITY.

( Cause No. 3171.

To the Honorable, the Judges of said Court:

The report of Madison Brown, your auditor, in relation to the within audit, unto Your Honors respectfully sets forth:-

1- That your Auditor was authorized by the order of this court passed on the creditor's petition filed herein by Nellie Rothwell to take such testimony as might be necessary to establish the allegations of the petition and to determine the right of all parties to the surplus proceeds of the sale mentioned in this petition. Pursuant to this order he procured to attend at his office in Centreville on February 2, 1939 one Ernest J. Rothwell, a son of Arthur B. Rothwell mentioned in the petition, a party defendant to the petition and one of the executors of the Will of Arthur B. Rothwell, for the purpose of giving such testimony as he could relative to the subject matter of the audit, and at the time and place mentioned this witness, having been first duly sworn by the auditor, did testify before the auditor who reduced the testimony to writing and will return it with certain exhibits filed with the auditor when he files this report. The auditor deems this testimony sufficient to state the account required and upon the same and the exhibits filed with the petition and filed with the auditor (and mentioned in the testimony) he has stated the within and annexed audit.

2- That it appears from an examination of the proceeding of this cause, including therein the testimony mentioned, as follows:

(1) That Arthur B. Rothwell, the party who made the mortgage under which the sale of this cause was made, was at the time he made the mortgage the owner in severalty of the mortgaged land.

(2) That Elizabeth Rothwell, his wife, united in the mortgage only to release her contingent dower in the land in favor of the mortgagee.

(3) That Arthur B. Rothwell left a last Will and Testament which shortly after his death was probated before the Orphans' Court of Queen Anne's County.

(4) That at or shortly after the probate of the Will letters testamentary thereunder were issued unto Ernest J. Rothwell and Edward K. Rothwell named in the will as executors thereof.

(5) That the mortgaged land passed under the Will of Arthur B. Rothwell to his devisees named therein (or the representatives of those who died in his lifetime) subject to the mortgage and the payment of his debts if the personal property left by him proved insufficient to pay his debts.

(6) That the mortgage sale of this cause was made after the death of Arthur B. Rothwell.

(7) That owing to the judgments resting against him at the time of his death nothing in effect passed under his Will to Elizabeth H. Rothwell, his wife.

(8) That upon the mortgage sale she became entitled to dower in the mortgaged land subject to the mortgage or entitled to dower or its equivalent in money in the equity of redemption represented by the surplus mortgage sale.

(9) That Elizabeth H. Rothwell, the widow, has filed her petition in this cause to be allowed the value of her dower in the surplus mortgage sale.

(10) That Arthur B. Rothwell did not leave personal property sufficient for the payment of funeral expenses, cost of administration and certain preferred debts by the sum of \$24.00 (see Administration Account filed with the auditor) and he left none which could be applied to the payment of the judgments due and owing by him at the time of his death.

(11) That the only judgment claims filed against him in these proceedings (or against his personal estate in the Orphans' Court) are those filed by Nellie Rothwell with her creditor's petition as exhibits No. 2 and No. 3.

(12) That the auditor deems these judgment claims as filed and proved sufficient to prove for allowance out of the surplus mortgage sale of the cause.

(13) That under the petition of Nellie Rothwell all the parties entitled to the land sold under the mortgage at the death of Arthur B. Rothwell under his will were made parties defendant to the petition.

3- That in the within account the auditor has charged the vendor, Mr. Horney, with the amount of the sale made by him and then thereout has allowed as follows:

Unto the vendor his commissions under the mortgage for making the sale, the court costs of the cause, cost of his bond, the charges of his auctioneer at the sale, cost of advertising notices of the sale, the several orders nisi of the sale and the fee of the auditor.

Unto William R. Horney, assignee of the mortgage, his mortgage indebtedness in full as shown by the mortgage claim filed.

That the balance of the amount so charged remaining after these allowances constitutes the surplus mortgage sale of the cause.

4- That in the within account the auditor credits the cause with the surplus mortgage sale mentioned and then allowed thereout as follows, to wit: Unto Elizabeth H. Rothwell, widow of Arthur B. Rothwell, her dower right in the surplus mortgage sale, 1/10 thereof, according to the rule of the court. Unto William R. Horney as the vendor to be disbursed by him the costs of the clerk, sheriff, Register of Wills and fee of the auditor, and the cost of advertising notice to the creditors and order of publication directed to be given by the Court.

The balance of the surplus mortgage sale remaining after these allowances is the amount applicable to the payment of the judgment claims of Nellie Rothwell. She filed two claims which exceed the amount applicable to the payment of the same and the amount applicable to the payment of the same is distributed pro rata to her on account of each judgment. Attached to each judgment claim filed is a statement showing the amount due her on the day of the sale under each judgment.

Which is respectfully submitted.

MADISON BROWN  
Auditor.

February 3, 1939.

Cause No. 3171.

The proceeds of the sale of the mortgaged real estate of Arthur B. Rothwell, the party making the mortgage under which the sale of this cause was made, in account with William R. Horney, assignee of the mortgage and as such the party making said sale.

1938	CR.
June	
21	By amount of the gross sale, per report of sale filed by the vendor, the sum of . . . . . \$2,000.00

1938	DR.
June	
21	To William R. Horney, the vendor, for his commissions for making the sale, per terms of the mortgage, the sum of . . . . . \$ 122.50
	To do., for the Court costs of this cause under the mortgage foreclosure, per state- ment of the Clerk as follows, to wit: Appear. fee of Wm. R. Horney, . . . \$10.00 Costs of the Clerk. . . . . 18.75                      28.75
	To do., for the costs of the bond of the vendor filed herein paid to the corporate surety on the bond, per receipted account for same ex- hibited, the sum of . . . . . 12.00
	To do., for the amount paid J. E. Anthony for crying the sale made, per receipt for same exhibited, the sum of . . . . . 10.00
	To do., for costs of advertising in the Queen Anne's Record-Observer, county newspaper, notices of the sale . . . . . \$32.62 order nisi on the sale. . . . . 5.00 per account, total . . . . . \$37.62                      37.62

To do., for costs of advertising the order nisi to be passed as to this audit, the sum of . . . . .	3.50	
To Madison Brown, auditor, for stating this account, the sum of . . . . .	9.00	
	<u>\$223.37</u>	
To balance carried over . . . . .	\$1,776.63	
		\$2,000.00 \$2,000.00

MADISON BROWN  
Auditor.

February 3, 1939.

Cause No. 3171.

The proceeds of the sale of the mortgaged real estate of Arthur B. Rothwell, the party making the mortgage under which the sale of this cause was made, in account with William R. Horney, assignee of the mortgage and as such the party making said sale.

1938	CR.	
June		
21	By balance brought forward . . . . .	\$1,776.63

	DR.	
To William R. Horney, assignee of the mortgage mentioned, in full payment of the mortgage debt, principal and interest, due on day of mortgage sale under said mortgage, per state- ment of mortgage debt filed, the sum of . . . . .		\$ 624.30
To balance, being amount of the surplus mortgage sale, carried forward . . . . .		<u>1,152.33</u>
		\$1,776.63 \$1,776.63

February 3, 1939.

MADISON BROWN  
Auditor.

Cause No. 3171

Distribution of Surplus Mortgage Sales

1938	CR.	
June		
21	By amount of the surplus mortgage sales brought from preceding account, to wit: sum of	\$ 1,152.33

" "	DR.	
To Elizabeth H. Rothwell, widow of Arthur B. Rothwell, for her dower right in the equity of redemption of Arthur B. Rothwell in the land sold in this cause, 1/10 of the above sum of money, to wit: . . . . .		\$115.24
To William R. Horney, the vendor, to be paid by him in settlement of the following costs arising under the creditor's petition:		
Cost of the Clerk of Court . . . . .	\$8.75	
Costs of T.H. Everett, sheriff . . . . .	.75	
Costs of N.S. Dudley, Reg. of Wills . . . . .	2.50	
Charges or fee of Madison Brown, auditor . . . . .	18.00	
Costs of N.S. Dudley, clerk, for copies from his office filed with the auditor . . . . .	4.50	
cost of advertising notice to creditors and order of publication	<u>39.39</u>	
		73.89
		<u>\$189.13</u>
To balance carried next account . . . . .		<u>963.20</u>
		\$1,152.33 \$ 1,152.33

February 3, 1939

MADISON BROWN  
Auditor.

Cause No. 3171.

Distribution to Judgment Creditors  
of Arthur B. Rothwell.

1938  
June  
21

CR.

By balance brought from preceding account,  
the sum of . . . . . \$ 963.20

1938  
June  
21

DR.

To Nellie Rothwell, in part payment of her  
judgment filed as "Creditor's Exhibit No. 1"  
amounting to \$1,141.44, the sum of \$481.01

To Nellie Rothwell, in part payment of her  
judgment filed as "Creditor's Exhibit  
No. 2" amounting to \$1,144.00, the sum of . . . 482.19

\$963.20 \$ 963.20

February 3, 1939.

MADISON BROWN  
Auditor.

NISI RATIFICATION OF AUDIT

William R. Horney,  
Assignee

VS.

Arthur B. Rothwell and Elizabeth  
H. Rothwell, his wife,  
Mortgagors.

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

) Case No. 3171 Chy.

ORDERED, This 4th day of February in the year nineteen hundred  
and 38 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 March, 1939; provided a copy of this order be publish-  
ed once a week in each of two successive weeks before the 24th day of February,  
1939, in some newspaper printed and published in Queen Anne's County.

A. Sydney Gadd Jr. Clerk

Filed February 4th, 1939.

PETITION OF ELIZABETH H. ROTHWELL  
TO BE ALLOWED HER DOWER IN SURPLUS  
MORTGAGE SALE.  
Filed February 4, 1939.

WILLIAM R. HORNEY,  
Assignee,  
  
vs.  
  
ARTHUR B. ROTHWELL,  
ELIZABETH H. ROTHWELL,  
his wife,  
Mortgagors.

) IN THE CIRCUIT COURT FOR QUEEN  
)  
) ANNE'S COUNTY,  
)  
) IN EQUITY.  
  
) Cause No. 3171.

To the Honorable, the Judges of said Court:

The petition of Elizabeth H. Rothwell unto Your Honors respectfully sets forth:

- 1- That she is the Elizabeth H. Rothwell who executed with Arthur B. Rothwell the mortgage mentioned in this cause and under which the sale of this cause was made.
- 2- That at the time she executed the mortgage she was the wife of Arthur B. Rothwell.
- 3- That after the execution of said mortgage, to wit: on May 4, 1937, the said Arthur B. Rothwell departed this life leaving your petitioner surviving him as his widow.
- 4- That your petitioner is 83 years of age and was born on the 16th day of June, 1855, and her condition of health is poor.
- 6- That your petitioner has been advised that the sale made in this cause sold for more money than was necessary to pay the mortgage debt and the costs of the mortgage sale and that there is a surplus mortgage sale in the hands of William R. Horney, the party making the sale.
- 7- That your petitioner has been advised that upon the death of her husband Arthur B. Rothwell she became entitled to her dower right in the land sold in this cause subject to the mortgage mentioned in this cause and that upon the sale mentioned her dower right was transferred from the mortgaged land to the surplus mortgage sale mentioned, and that she is entitled to be allowed out of the mortgage proceeds of sale a sum of money based upon her age.

Your petitioner therefor prays the Court to allow her that percentage of the mortgage proceeds of sale mentioned to which she might be entitled.

Respectfully submitted.

Elizabeth H. Rothwell,  
by

ERNEST J. ROTHWELL

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

I HEREBY CERTIFY that on this second day of February in the year nineteen hundred and thirty nine before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Ernest J. Rothwell and made oath in due form of law that he is the son of Elizabeth H. Rothwell mentioned above, that her age as stated in the foregoing petition is true as therein stated, and that the matters and things set forth in said petition are true as therein stated to the best of his knowledge and belief.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

FRANCES BUTLER  
NOTARY PUBLIC.

Notary  
Public  
Seal.

CERTIFICATE OF PUBLICATION  
OF NISI RATIFICATION OF AUDIT  
Filed March 4, 1939.

NISI RATIFICATION OF AUDIT

WILLIAM R. HORNEY  
Assignee

vs.

ARTHUR B. ROTHWELL and  
ELIZABETH H. ROTHWELL,  
his wife,  
Mortgagors.

In the Circuit Court for Queen Anne's County, In Equity.       Case No. 3171 Chy.

ORDERED, This 4th day of February in the year nineteen hundred and thirty-nine that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the con-

trary thereof be shown on or before the 3rd day of March, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 24th day of February, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR.  
True Copy-  
Test:

A. SYDNEY GADD, JR.

Filed February, 4th, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. March 4th, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of William R. Horney, Assignee vs. Arthur B. Rothwell and Elizabeth H. Rothwell a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 9th day of February, 1939, being more than two weeks before the 24th day of February, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING  
CO.

By BERTHA G. DURNEY

Filed March 4, 1939.

ORDER OF COURT  
Filed March 14, 1939.

FINAL RATIFICATION OF AUDIT

ORDERED, this 11th day of March, 1939, 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 as directed by the preceding Nisi Ratification of Audit passed thereon in this cause; and the Assignee, William R. Horney, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said Assignee.

THOS. J. KEATING.

Filed March 14th, 1939.





## CAUSE NO. 2124.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Seventh day of October, in the year nineteen hundred and thirty seven, the following Petition of Trustees for authority to sell "The Paca Farm" was filed for record, to wit:-

In the Matter of the Trust Estate  
for and in behalf of  
HARRIET McK. GIBSON.

In the Circuit Court for  
Queen Anne's County  
in Equity.  
Cause No. 2124.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert F. Gibson and Charles M. West, trustees in the above entitled cause, unto your Honors, respectfully shows:

1. That a part of the corpus of this trust estate consists of the tract of land or farm, known as "The Paca Farm", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the public road leading from Carmichael to Wye Island and on Wye River, containing 681.68 acres of land, more or less, excepting, however, therefrom the two strips of land bordering on said public road which this Court has heretofore authorized said trustees to grant and convey unto the State of Maryland to the use of the State Roads Commission of Maryland, which said tract of land or farm is fully described by metes and bounds, courses and distances in the offer and the acceptance thereof hereinafter mentioned (the description therein contained having been taken from a survey thereof made in November 1931), and also in the certificate of survey and plat thereof made by S. Chester Coursey, surveyor for Queen Anne's County aforesaid, on the 1st day of July, 1915, and filed in a cause in this Court entitled "William McKenney, et al., Surviving Administrators C. T. A. of William McKenney, deceased, and William McKenney, in his individual capacity, Plaintiffs, vs. Maria M. McKenney, et al., Defendants", being Cause No. 2120 on the Chancery Docket of this Court, in which said Chancery Cause No. 2120 certain real estate of which the said William McKenney, late of Queen Anne's County aforesaid, died seized and possessed was partitioned and allotted as therein shown, the said tract of land or farm hereinbefore described and known as "The Paca Farm" having been awarded and allotted unto the said Harriet McK. Gibson under and by the terms and provisions of the last will and testament of the said William McKenney, deceased, and the codicils thereto.

2. That by the provisions of Item Twenty of the said last will and testament of the said William McKenney, deceased, he, the said William McKenney, empowered any one or more of the respective trustees of his respective children, by and with the advise and by the decree of this Court, on proper and satisfactory proof, if advantageous and to the best interest of his or their cestui qui trust, at any time, to sell the real estate of his or their cestui qui trust, and to have, hold, manage and invest the proceeds thereof for the benefit of his or their cestui qui trust the same as if the said proceeds had remained land, subject to the same devolution of title or power of disposition by the cestui qui trust.

3. That your trustees, the petitioners, have received from William Flannery, of the City of Elmira, State of New York, an offer of One Hundred Thousand Dollars (\$100,000.00) for the said tract of land or farm hereinbefore described and known as "The Paca Farm", which said offer your trustees have accepted, subject to the approval of this Court and to the authority and direction of this Court to make the sale, said purchase money to be paid as follows, to wit: the sum of Fifty Thousand Dollars (\$50,000.00) by way of a first purchase money mortgage on said tract of land or farm, payable in ten years from its date, with interest thereon in the meantime, payable semi-annually, at the rate of five per centum (5%) per annum, and the balance of Fifty Thousand Dollars (\$50,000.00), in cash, the sum of Ten Thousand Dollars (\$10,000.00) having been paid upon the acceptance by said trustees of said offer, and the remaining Forty Thousand Dollars (\$40,000.00) to be paid upon the execution and delivery of a good and sufficient deed for said property. The terms of sale are fully set forth in said officer, which is in writing and has been marked "Flannery Exhibit No. 1", and which is filed herewith as a part hereof.

4. That the Eastern Shore Estates Company brought about said offer and your trustees have agreed to pay it a brokers' commission of ten per centum (10%) or the sum of Ten Thousand Dollars (\$10,000.00).

5. That your trustees, the petitioners, desire hereby to make known and report to this Honorable Court that the aforesaid offer by the said William Flannery of One Hundred Thousand Dollars (\$100,000.00) for said tract of land or farm hereinbefore described and known as "The Paca Farm", is, in their opinion, an excellent price therefor, (the same having been valued at the sum of \$36,500.00 by the Report and Return of the Commissioners filed in said Chancery Cause No. 2120), and that in the judgment of your trustees it would be advantageous and to the best interest of their cestui qui trust that the aforesaid offer be accepted and that said tract of land hereinbefore described and known as "The Paca Farm" be sold to the said William Flannery at and for the purchase price hereinbefore mentioned; and your trustees file herewith, as a part of this petition, marked "Flannery Exhibit No. 2", the certificate of three large owners of real estate, who are familiar with real estate values in the locality in which said tract of land or farm is situate to the effect that the aforesaid offer is an excellent

price for said tract of land or farm and that it would be advantageous to make sale of said tract of land or farm at said price of One Hundred Thousand Dollars (\$100,000.00).

6. That there is also filed herewith, as a part of this petition, marked "Flannery Exhibit No. 3", the certificate of Harriet McK. Gibson, the cestui qui trust, to the effect that she was consulted as to and urged the acceptance of said offer, and that the acceptance of said offer and the opportunity to simultaneously invest one-half of the proceeds of sale in a first purchase-money mortgage as contemplated by said offer is particularly advantageous to her and to the remaindermen of the trust fund.

Your petitioners, therefore, pray this Honorable Court to pass an order authorizing, directing and empowering your trustees, the petitioners, to accept the aforesaid offer of the said William Flannery and to make sale of said tract of land or farm known as "The Paca Farm" unto him, at and for the said sum of One Hundred Thousand Dollars (\$100,000.00), upon the terms set forth in said offer, and that your petitioners may be further authorized, directed and empowered, upon the payment of the entire purchase money therefor, (which would include the execution and delivery of the said first purchase money mortgage as a part thereof), to grant and convey the said tract of land or farm known as "The Paca Farm" unto the said William Flannery by a good and sufficient deed.

And as in duty bound, etc.,

ROBERT F. GIBSON

CHAS. M. WEST  
Trustees.

WM. R. HORNEY  
Solicitor for Trustees.

STATE OF VIRGINIA, )  
ALBEMARLE COUNTY, ) TO WIT:

I HEREBY CERTIFY that on this 25th day of October, 1937, before me, the subscriber, a Notary Public of the State of Virginia in and for Albemarle County aforesaid, duly commissioned and qualified according to law, personally appeared Robert F. Gibson, one of the trustees mentioned in the foregoing petition, and made oath, in due form of law, that the matters and facts set forth in the foregoing petition are true as therein stated, to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

D. O. WORTHINGTON  
Notary Public.

My Commission Expires Nov. 24, 1940

Notary  
Public  
Seal.

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

I HEREBY CERTIFY that on this 27th day of October, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Charles M. West, one of the trustees mentioned in the foregoing petition, and made oath, in due form of law, that the matters and facts set forth in the foregoing petition are true as therein stated, to the best of his knowledge and belief.

WILLIAM H. CARTER  
Clerk

Filed October 27th, 1937.

FLANNERY EXHIBIT NO. 1  
Filed October 27, 1937.  
CONTRACT

To Messrs. Robert F. Gibson and Charles M. West as Trustees for Harriet McKenney Gibson under the last Will and Testament of William McKenney, late of Queen Anne's County, Maryland, deceased.

Gentlemen:

The undersigned, William Flannery of the City of Elmira in the State of New York, hereby offers to purchase all that tract or parcel of land known as the "Wye Plantation" or the "Paca Farm" situate in the Fifth Election District of Queen Anne's County, Maryland, on the public road running from Carmichael to Wye Island, containing 681.68 acres of land, more or less, bounded and described as follows:

Beginning at a concrete monument or marker set at the mean-low-water line of a cove of Wye Narrows, said cove being the first cove to the West of the bridge connecting Wye Island with the mainland, and said monument or marker being on the division line between the herein described tract and the lands belonging to H. B. Hammond; thence (1) with the said Hammond's land, north eighty-one degrees, fifty-three minutes east, one hundred thirty-two feet (N 81° 53' E-132') to a concrete monument or marker marked II; thence (2) with the same, north eighty-four degrees, fifty-three minutes east, two hundred sixty-four feet (N 84° 53' E-264') to a concrete monument or marker marked III; thence (3) with the same and partly along the northerly side of the public road, leading to Wye Island, north seventy degrees, twenty-three minutes east, four hundred ninety-five feet (N 70° 23' E-495') to a concrete monument or marker marked IV; thence (4) still with Hammond's land and with the northerly side of said public road, north sixty-four degrees, twenty-three minutes east, two hundred forty-seven and five tenths feet (N 64° 23' E-247.5') to a concrete monument or marker marked V; thence (5) with the same, north eighty degrees, fifty-three minutes east, one thousand five hundred eighteen feet (N 80° 53' E-1,518') to a concrete monument or marker marked VI, which is set at a sharp angle in the public road aforesaid; thence (6) south twenty-five degrees, seven minutes east, sixteen and five tenths feet (S 25° 7' E-16.5') to an iron pin in the middle of the public road; thence (7) still with the lands of H. B. Hammond, and leaving the public road, north eighty-four degrees, fifty-three minutes east, one thousand nine hundred seventy-two and thirty-seven one-hundredths feet (N 84° 53' E-1972.37') to a concrete monument or marker marked VIII, which is set at the top of the high bank of the front Wye (South Branch) River; thence (8) with the same and continuing, north eighty-four degrees, fifty-three minutes east, one hundred ten feet more or less (N 84° 53' E-110') to the mean-low-water line of the front Wye (South Branch) River; thence (9) down and with the several meandering courses of the low-water line of the front Wye (South Branch) River, and the several coves thereof, to the point at the mouth and left bank of Wye Narrows; thence (10) with the several meandering courses of the low-water line of the said Wye Narrows and the several coves thereof to the place of beginning; the bearings in the foregoing description are computed from the angles, which have been observed precisely, and are referred to a magnetic meridian corrected for the declination; declination being approximately eight degrees, nine minutes west, at the time of survey, November, 1931; except the two strips of land bordering on the public road which the Court has heretofore authorized the Trustees to grant and convey to the State Roads Commission of Maryland; together with all the appurtenances and rights unto said property appertaining, all of which are and constitute a part of the corpus of the trust estate held by you as said trustees as aforesaid in the cause in the Circuit Court for Queen Anne's County, Maryland, in equity entitled "In the Matter of the Trust Estate and in behalf of Harriet McK. Gibson" being cause No. 2124 on the Chancery Docket of said court, and to pay therefor the sum of One Hundred Thousand Dollars (\$100,000.00) of which Ten Thousand (\$10,000.00) shall be paid upon the acceptance of this offer, Forty Thousand Dollars (\$40,000.00) upon the execution and delivery of a good and sufficient deed to said property as herein provided, and Fifty Thousand Dollars (\$50,000.00) by purchase-money mortgage with the covenants and conditions herein set forth, all subject, however, to the following terms and conditions:

1. That said conveyance shall be made pursuant to the approval, authority and direction of the Circuit Court for Queen Anne's County, Maryland, in Equity, and convey to the grantee therein named the fee simple absolute title of said premises free from all liens, easements and encumbrances, except as herein provided, with the usual full covenants and warranty, special not general, and shall be properly executed and acknowledged for record and there shall be affixed thereto at the expense of the purchaser the proper amount of revenue stamps.

2. Said conveyance shall be subject only to the easement granted by the Trustees to the Town Commissioners of Centreville and to the tenancy of Joseph A. Jackson under a lease dated December 30, 1936, extending to January 1, 1939, and your right and the right of said tenant to harvest the crops now growing upon said property during the year 1937, it being understood that the purchaser shall have an assignment of and succeed to the landlord rights in all crops maturing in the year 1938, as well as to all other rights of the landlord under said Jackson lease, upon the reimbursement to the Trustees of the cost of seed wheat and fertilizer used in the fall of the year 1937.

3. That the Title Guarantee and Trust Company shall undertake and agree to issue or issue to the purchaser at his expense an adequate and satisfactory policy of insurance of the title to said premises subject to no liens or encumbrances, except as herein stated, on or before the transfer of said title.

4. The vendors shall continue the same amount of insurance against loss or damage by fire or otherwise that is now carried upon the buildings upon said premises until the execution and delivery of the deed herein provided for and in the event of damage to or destruction of any of said buildings the amount of insurance collected on account thereof or, if the sellers have failed to keep said insurance in force, the amount of loss or damage shall be applied or credited upon the purchase price of said premises under this agreement and reduce by such amount the amount to be paid by the purchaser.

5. That the cost and expense of preparing the purchase-money mortgage to be given in part payment of the purchase price of said premises shall be paid by the purchaser, as shall also the expense for recording the same, and said mortgage shall be in proper statutory form, executed and acknowledged by the holder of the fee title so as to be recorded. In addition to a description of the property, it shall provide for the payment of the amount of the mortgage, to wit, Fifty Thousand Dollars (\$50,000.00), ten years from date with interest at the rate of five per cent (5%) yearly, payable semiannually from the date thereof; that the principal sum shall become due in case of default in the payment of interest for thirty (30) days or after default in the payment of any tax or governmental assessment for thirty (30) days after notice and demand; that in the event of the mortgagor's default in the payment of taxes or other governmental assessment, the mortgagee may pay the same; that the mortgagor may repair or remove and destroy any buildings or structures upon the mortgaged premises at will, except the main portion of the manor house shall not be razed unless the same shall be for the purpose of restoration; that the proceeds of all insurance carried by the mortgagor upon the buildings and structures upon the mortgaged property shall be and remain the property of the mortgagor or owner of said buildings or structures for the purpose of restoring damaged property; that the mortgaged property shall be solely and exclusively liable for the mortgage debt without other recourse to the mortgagor or his heirs, executors, administrators or assigns whatsoever; and that there shall be no liability for a deficiency upon the part of the mortgagor or the purchaser or his heirs, executors, administrators or assigns under said mortgage, this contract, or otherwise.

6. That the money paid upon the acceptance of this offer, as well as all other sums which may be advanced upon the purchase price hereof, shall be and constitute liens upon said property as security for the return thereof to be returned to the undersigned or his assigns unless there be an unjustified default and refusal upon the part of the purchaser to consummate this purchase, in which event the amount so advanced shall be retained in full satisfaction and discharge of all damage.

7. That the undersigned may assign this agreement to any individual or corporation, and upon such assignment the assignee shall be accepted by the vendors in the place and stead of the undersigned and all liability of the undersigned hereunder shall thereupon terminate and end.

7A. All taxes for the year 1937 shall be paid by the Trustees; all taxes to accrue from and after January 1st, 1938, shall be paid by the purchaser.

8. That all brokerage and other commissions on account of the sale of said property to the undersigned, as well as the cost and expense of court proceedings for the accomplishment of the conveyance herein provided for, shall be paid by the vendor, the vendee hereby acknowledging that the Eastern Shore Estates Company introduced him to the vendors, displayed the property to him and negotiated the sale.

9. That said trustees shall accept this offer in writing and take prompt steps to initiate and bring to a conclusion with reasonable dispatch the necessary and proper equity proceedings to obtain the approval or disapproval of the Court thereto.

10. That the consummation of all proceedings necessary and proper for the transfer of good and marketable title to said premises shall be concluded and said title so transferred to the purchaser, together with seizin and possession, subject to said Jackson lease, on or before the 10th day of January, 1938, and may be accomplished at any time prior thereto at the convenience of the vendors at the office of said Eastern Shore Estates Company in Centreville, Maryland, on fifteen (15) days' prior notice in writing to the vendee addressed to him at his office, No. 415 East Water Street, Elmira, New York. In the event that the vendors are not able to complete the transfer of the property with good and marketable title on or before January 10, 1938, the buyer may at his option cancel the entire agreement at any time thereafter and claim a return of the Ten Thousand Dollars (\$10,000.00) to be paid on account.

WITNESS my hand and seal this 14th day of October, 1937.

WILLIAM FLANNERY (L.S.)

In presence of:

WM. R. HORNEY

To Mr. William Flannery,  
Elmira, New York.

Dear Sir:

The undersigned, Robert F. Gibson and Charles M. West as Trustees for Harriet McKenney Gibson, hereby do accept your offer of One Hundred Thousand Dollars (\$100,000.00) for all that tract or parcel of land known as the "Wye Plantation" or the "Paca Farm," as set forth above, upon the terms and conditions stated, subject, of course, to the approval of the Circuit Court for Queen Anne's County, in Equity, and to the authority and direction of said Court to make the sale.

AND receipt is hereby acknowledged of the sum of Ten Thousand Dollars (\$10,000.00) upon said purchase price in accordance with the terms of your said offer, it being understood that the same shall be returned to you in the event a sale is not consummated, unless the failure be an unjustified default and refusal upon your part.

WITNESS our hands and seals this 14th day of October, 1937.

ROBERT F. GIBSON (L.S.)

CHAS. M. WEST (L.S.)

As Trustees for Harriet McKenney Gibson under the last Will and Testament of William McKenney, late of Queen Anne's County, Maryland, deceased.

In presence of: (as to Robert F. Gibson).

William McK. Gibson

In presence of: (as to Charles M. West).

Wm. R. Horney

FLANNERY EXHIBIT No. 2  
Filed October 27, 1937.

In the Matter of the Trust Estate

for and in behalf of

HARRIET McK. GIBSON.

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

Cause No. 2124.

THIS IS TO CERTIFY that we, the undersigned, residents of Queen Anne's County, State of Maryland, and free holders of said county, are familiar with the tract of land or farm known as "The Paca Farm", situate, lying and being in the Fifth Election District of Queen Anne's County aforesaid, on the public road leading from Carmichael to Wye Island and on Wye River, and containing 681.68 acres of land, more or less, said tract of land or farm being a part of the corpus of the trust estate in the above entitled cause; that we are familiar with the value of real estate in the locality in which said tract of land or farm is situate; that the offer of One Hundred Thousand Dollars (\$100,000.00) made by William Flannery for said tract of land or farm is an excellent price; and that, in our judgment, it will be to the interest and advantage of the aforesaid trust estate to make sale of said tract of land or farm at said price.

CHARLES A. BUSTEED

HOWARD E. PRICE

DAVID D. TAYLOR

STATE OF MARYLAND, )  
QUEEN ANNE'S COUNTY, )

TO WIT:

I HEREBY CERTIFY that on this 27th day of October, 1937, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Charles A. Busteed, Howard E. Price and David D. Taylor, and each made oath, in due form of law, that the matters and facts set forth in the foregoing CERTIFICATE OF VALUATION are true as therein stated, to the best of their knowledge and belief.

WM. H. CARTER  
Clerk.

FLANNERY EXHIBIT No. 3  
Filed October 27, 1937.

In the Matter of the Trust Estate  
for and in behalf of  
  
HARRIET McK. GIBSON.

In the Circuit Court for  
Queen Anne's County  
in Equity.  
  
Cause No. 2124.

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THIS IS TO CERTIFY that I, Harriet McK. Gibson, the cestui qui trust of the above entitled trust estate, was consulted as to the offer of William Flannery to purchase the tract of land or farm, known as "The Paca Farm" and constituting a part of the corpus of said trust estate, at and for the sum of One Hundred Thousand Dollars (\$100,000.00), and urged the acceptance of said offer by my trustees; and that, in my opinion, the acceptance of said offer and the opportunity to simultaneously invest one-half of the proceeds of sale in a first purchase money mortgage as contemplated by said offer is particularly advantageous to me and to the remaindermen of said trust estate.

HARRIET McKENNEY GIBSON  
Cestui qui trust.

STATE OF VIRGINIA, )  
                          ) TO WIT:  
ALBEMARLE COUNTY, )

I HEREBY CERTIFY that on this 25th day of October, 1937, before me, the subscriber, a Notary Public of the State of Virginia in and for Albemarle County aforesaid, duly commissioned and qualified according to law, personally appeared Harriet McK. Gibson and made oath, in due form of law, that the matters and facts set forth in the foregoing CERTIFICATE AND CONSENT are true as therein stated, to the best of her knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

D. O. WORTHINGTON  
Notary Public.

My Commission Expires Nov. 24, 1940.

Notary  
Public  
Seal.

DECREE OF COURT AUTHORIZING  
THE SALE OF "THE PACA FARM".  
Filed Nov. 3, 1937.

In the Matter of the Trust Estate  
for and in behalf of  
  
HARRIET McK. GIBSON.

In the Circuit Court for  
Queen Anne's County  
in Equity.  
  
Cause No. 2124.

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DECREE

The foregoing petition and affidavits, and the certificate of valuation and the consent of the cestui qui trust accompanying the same, having been read and considered, and the Court having found that proper and satisfactory proof is contained in said petition and affidavits and the exhibits filed therewith as a part thereof that it is advantageous and to the best interest of the cestui qui trust that the property described in said petition should be sold, IT IS THEREUPON, this 3rd day of November, 1937, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that Robert F. Gibson and Charles M. West, trustees in the above entitled cause, be and they are hereby authorized, directed and empowered to make sale of the tract of land or farm known as "The Paca Farm," and described in the said foregoing petition, unto William Flannery, at and for the sum of One Hundred Thousand Dollars (\$100,000.00)";

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Robert F. Gibson and Charles M. West, trustees as aforesaid, be and they are hereby authorized, directed and empowered, upon the full payment of that part of the purchase money to be paid in cash, to wit: the sum of Fifty Thousand Dollars (\$50,000.00), and the execution and delivery (simultaneously with the execution and delivery of the deed hereinafter mentioned) of a mortgage for the sum of Fifty Thousand Dollars (\$50,000.00), and not before, to grant and convey unto the said William Flannery, his heirs and assigns, in fee simple, the said tract of land or farm known as "The Paca Farm" by a good and sufficient deed, which said mortgage, to be executed and delivered by the said William Flannery as aforesaid, shall be a first purchase money mortgage on said tract

of land or farm known as "The Paca Farm", shall be payable at the expiration of ten years from the date thereof, with interest thereon in the meantime, payable semi-annually, at the rate of five per centum (5%) per annum, to the said Robert F. Gibson and Charles M. West, trustees of Harriet McK. Gibson, their heirs, successors and assigns, and shall contain the usual covenants now used in mortgages in Queen Anne's County aforesaid, except as the same may be modified by the terms of the offer mentioned in said aforesaid petition, and a power of sale to be exercised in the event of a default;

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Robert F. Gibson and Charles M. West, trustees as aforesaid, upon the receipt of that part of the purchase money to be paid in cash, shall pay thereout the costs of the proceedings relating to said sale, the brokers' commissions for making the sale and a commission to themselves for making said sale as per the rule of this Court, and shall invest the balance, (after the payment of such income tax as may be payable on the capital gain), for the benefit of their cestui qui trust the same as if the proceeds had remained land, subject to the same devolution of title or power of disposition by the cestui qui trust.

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Robert F. Gibson and Charles M. West, trustees as aforesaid, before the date of the final settlement for said tract of land or farm, shall file with the Clerk of this Court an additional bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, in the penalty of Eighty-five Thousand Dollars (\$85,000.00), if corporate surety be given, and in double that amount, if personal sureties be given, conditioned in the same manner as their original bond filed in this cause.

J. OWEN KNOTTS  
JUDGE

Filed Nov. third, 1937.





## CHANCERY NO. 1111

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Nineteenth day of November, in the year Eighteen Hundred and Ninety Two, the following Bond was filed for record, to wit:-

Know all men by these presents, that we Thomas J. Keating, B. Palmer Keating and P. H. Feddeman 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 Eight Hundred Dollars, to be paid to the said State of Maryland, or its certain Attorney to the payment whereof, well and truly to be made and done, we hereby 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 18th day of November, eighteen hundred and ninety two.

Whereas by a mortgage from William T. Coleman to William Cuff, dated March 28th 1885 and recorded in Liber S. C. D. No. 7, folios 96 &c., one of the Land Record Books for Queen Anne's County, the above bounden Thomas J. Keating and B. Palmer Keating were named in said mortgage to execute the power of sale therein contained.

And whereas the said William Cuff has assigned said mortgage to Robert B. Roberts by assignment dated August 12th 1892 and endorsed on said mortgage.

And whereas the said Robert B. Roberts has assigned said mortgage to E. S. Valliant by assignment dated the 28th day of September 1892 and endorsed on said mortgage.

And whereas default has been made by the mortgagor in complying with the covenants and conditions of said mortgage, and the said Thomas J. Keating and B. Palmer Keating are about to execute said power of sale, by making sale of the property named and conveyed in said mortgage.

Now the condition of the above obligation is such that if the above bounden Thomas J. Keating and B. Palmer Keating 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 said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to remain in full force and virtue.

Test as to all:

J. LOUIS EVANS

THOS. J. KEATING (SEAL)

B. PALMER KEATING (SEAL)

P. H. FEDDEMAN (SEAL)

And on the back of the foregoing bond is the following endorsement, to wit:

Security approved and bond filed November 19, 1892.

Lem. Dunbracco Clerk  
Circuit Court for Queen Anne's County.

Recorded in W. D. No. 1 folio 253 &c., a Bond Record Book for  
Queen Anne's County

per  
Lem. Dunbracco Clk.

COPY OF MORTGAGE  
Filed Nov. 19, 1892.

Queen Anne's County, to wit: be it remembered that on the twenty eighth day of March in the year Eighteen hundred and Eighty five the following Mortgage was brought to be recorded, to wit:

This Mortgage made this twenty eighth day of March in the year one thousand Eight hundred and Eighty five by William T. Coleman (colored) of Queen Anne's County in the State of Maryland, Whereas the said William T. Coleman is now indebted to William Cuff of said County and State, in the sum of Two hundred and forty two dollars and thirty eight cents, bearing interest from the Sixth day of March Eighteen hundred and seventy eight;

Now this Mortgage witnesseth that in consideration of the premises and of the sum of one dollar the said William T. Coleman doth grant unto the said William Cuff in fee simple,

All that lot piece or parcel of land situate in the Sixth Election district of said County on the right of the public road leading from Clark's Corner to Beaver Dams or Ingleside adjoining the lands of James W. Harrington, Charles Anthony, colored, and others Containing twenty three acres and

thirty six perches of land, more or less, being all those tracts, parts of tracts or parcels of land which were conveyed to the said William T. Coleman by Charles H. Hutchins and Frances A. Hutchins his wife by deed bearing date the seventh day of January Eighteen hundred and seventy four and recorded in Liber J. W. No. 4 folios 351 &c. one of the land record books 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 T. Coleman his heirs, executors, administrators or assigns shall on or before the first day of July next well and truly pay to the said William Cuff his personal representatives and assigns the said sum of Two hundred and forty two dollars and thirty eight cents with interest thereon from the sixth day of March Eighteen hundred and seventy nine and shall perform all the covenants and conditions herein on his and 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 T. Coleman 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 the said William T. Coleman for himself and for his heirs, executors, administrators and assigns do hereby covenant to pay when legally demandable. But in case default be made in the payment of the mortgage debt aforesaid when and as payable on the interest thereon which shall accrue on any part of either one of them, or in any agreement, covenant or condition of this mortgage then the entire 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 the said William T. Cuff, his executors, administrators and assigns or T. J. Keating and B. Palmer Keating his and their hereby duly constituted Attorneys or agents 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 and costs 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, which time, place manner and terms of sale may be such as said mortgage or those making such sale may determine; and 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 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 T. Coleman his heirs or assigns or whoever may be entitled to the same.

Witness our hands and seals.

Test  
 R. Goldsborough

his  
 William T. X Coleman (SEAL)  
 mark

State of Maryland Queen Anne's County to wit:

I hereby certify that on this twenty eighth day of March 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 William T. Coleman the mortgagor above named and acknowledged the foregoing Mortgage to be his act.

R. Goldsborough J. P.

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

I hereby certify that on this twenty eighth day of March 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 William Cuff the Mortgagee above named and made oath in the Holy Evangely of Almighty God, that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

R. Goldsborough J. P.

Queen Anne's County to wit: be it remembered that on the Nineteenth day of November Eighteen hundred and Ninety two the following Assignments were brought to be recorded to wit:

Barclay Augt. 12, 1892. For value received I hereby transfer and assign the within Mortgage to the use of Robert B. Roberts.

As witness my hand and seal.

Witness  
 Joseph E. Wilson

his  
 William X Cuff (SEAL)  
 mark

Barclay Md. 9-Mo-28 1892. For value received I hereby transfer and assign the within Mortgage to the use of E. S. Valliant.

As witness my hand and seal.

Test:

James L. Fields

R. B. Roberts (SEAL)

State of Maryland, Queen Anne's County Sct.

I hereby certify that the foregoing is truly taken and copied from Liber S. C. D. No. 7 folios 96 & 98; a land record book for Queen Anne's County.

In Testimony whereof I hereunto subscribe my name and the Seal of the Circuit Court for Queen Anne's County affix this 19' day of November A. D. 1892.

Seal's Place.

Lem. Dunbracco Clerk

REPORT OF SALE  
Filed November 22, 1892.

Edwin S. Valiant  
Assignee

vs.

William T. Coleman

) In the Circuit Court for Queen Anne's  
) County, in Equity:-  
)  
)  
)

To the Honorable, the Judges of said Court:-

The report of Thomas J. Keating and B. Palmer Keating, the Attorneys named in the mortgage from William T. Coleman to William Cuff, dated the 28<sup>th</sup> day of March 1885, and recorded in Liber S. C. D. No. 7, folios 96 &c. one of the Land Record Books for Queen Anne's County, to execute the power of sale therein contained, which said mortgage, was on the 12<sup>th</sup> day of August 1892, by assignment endorsed thereon, duly assigned by said Cuff to Robert B. Roberts, who on the 28<sup>th</sup> day of September 1892, by assignment endorsed on said mortgage duly assigned the same to Edwin S. Valiant (all of which will appear by a copy of said mortgage and assignments, filed herein) respectfully sets forth.

That default having been made by the said mortgagor in the payment of the mortgage debt, which fell due on the 1st day of July 1885, the undersigned, after giving bond with security approved by the Clerk of this Court as required by section 7, of Article 66 of the Code of Public General Laws, and giving notice of the time, place, manner and terms of sale by advertisement in the Centreville Observer a newspaper printed in Centreville, once a week for three consecutive weeks and more than twenty days before the day of sale, the said B. Palmer Keating one of said Attorneys, did, pursuant to said notice, attend in front of the Brick Hotel in the town of Church Hill on Saturday the 19th day of November 1892, at 3 o'clock P. M. and then and there offered at public sale to the highest bidder, the property described in said mortgage, consisting of all that tract of land, wherever said Coleman resides, situate on the public road leading from Clarks Corner to Beaver Dams or Ingleside, adjoining the lands of James W. Harrington, Charles H. Anthony and others, and containing 23 Acres and 36 Perches of land, more or less, and sold the same to Dr. James E. Graham, he being then and there the highest bidder therefor at and for the sum of Three Hundred Dollars, The said James E. Graham, has not complied with the terms of sale as set forth in the advertisement annexed hereto, but stated he would pay the purchase money on the ratification of the sale.

Respectfully submitted.

Thos. J. Keating

B. Palmer Keating

State of Maryland,

Queen Anne's County, to wit: On this 22nd day of November 1892 before me a Justice of the Peace of the said State, in and for said County, personally appeared Thomas J. Keating and B. Palmer Keating Attorneys named in the above report of sale, and severally made oath 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.

R. Goldsborough J. P.

CERTIFICATE OF PUBLICATION OF  
SALE OF PROPERTY  
Filed Nov. 22, 1892.

## MORTGAGEE'S SALE

OF VALUABLE

REAL ESTATE!

Filed Nov. 22, 1892.

By virtue of power contained in a mortgage from William T. Coleman to William Cuff, bearing date the 28th day of March, 1885, and recorded in Liber S. C. D. No. 7, folios 96, 97 and 98, a Land Record Book for Queen Anne's county, and by said Wm. Cuff duly assigned to Robert B. Roberts and by said Roberts assigned to Edwin S. Valliant, by assignment duly recorded in said Land Record Book, the undersigned, Attorneys named in said mortgage to execute the powers thereof, will sell at public sale in front of the Brick Hotel in Church Hill, on Saturday, November 19, 1892, at 3 o'clock P. M., all that TRACT OR PARCEL OF LAND WHEREON said Coleman now resides situate on the public road leading from Clark's Corner to Beaver Dams or Ingleside, adjoining the lands of James W. Harrington, Charles H. Anthony and others, and containing 23 ACRES AND 36 PERCHES OF LAND more or less. The improvements consist of a SMALL FRAME DWELLING HOUSE, and Outbuildings.

TERMS OF SALE.—Cash on day of sale.

T. J. KEATING  
B. P. KEATING  
Attorneys

C.S. Jump, Auct.

We hereby certify that the annexed advertisement was inserted in the CENTREVILLE OBSERVER, a newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once in each of three successive weeks being more than 20 days before the 19th day of November 1892.

Busteed, Price & Bryan  
Eds. & Pubs.

## ORDER NISI

Edwin S. Valiant  
Assignee

vs.

William T. Coleman  
Mortgagor.

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

Ordered this 22d. day of November 1892 that the sale made and reported by Thomas J. Keating and B. Palmer Keating Attorneys by virtue of the Power of Sale, contained in a mortgage from William T. Coleman to William Cuff, dated March 28<sup>th</sup> 1885, and recorded in Liber S. C. D. No. 7, folios 96 &c. be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first day of February next; provided a copy of this order be inserted in some newspaper printed in Centreville, once in each of three successive weeks before the 22d. day of December next.

The report states the amount of sale to be \$300.00.

LEM. DUNBRACCO Clerk

## EXCEPTIONS TO SALE

Filed January 23, 1893.

E. S. Valliant :

vs. :

Wm. T. Coleman :

No. 1111 Chancery

In the Circuit Court for Queen

Anne's County, Maryland.

in Equity.

To the Honorable the Judges of the Circuit Court for Queen Anne's County, Maryland sitting as a Court of Equity.

The exceptions of William T. Coleman to the sale made and reported by Thos. J. Keating and B. Palmer Keating the attorneys named in the mortgage filed in this cause, respectfully shows:-

1.- You exceptant prays your Honors not to ratify and confirm said sale because he shows unto your Honors that the entire debt intended to have been secured by the said mortgage has been long since fully paid and satisfied to William Cuff the original mortgagee under said mortgage, as your exceptant stands ready to verify and prove by competent evidence unto your Honors.

2.- And further because your exceptant shows that the consideration named in said mortgage although the same purports to be on its face for two hundred and forty dollars and thirty eight cents was in reality certain debts which the said William Cuff was security for the payment of same by your exceptant William T. Coleman and not one dollar of money passed from the mortgagee to your exceptant at the time of the execution of said mortgage nor at any time prior thereto, but the same was given for the sole purpose of indemnifying the said William Cuff against Loss by reason of his having endorsed or become security for the said William T. Coleman, your exceptant, and all of the said debts have long since been paid by the said William T. Coleman, and the said William Cuff has no claim against your Exceptant under or by reason of said mortgage, and this your Exceptant stands ready to verify, and prove unto your Honors.

3.- And your exceptant shows that he is an ignorant negro man unable to read and write and by reason of this fact undue advantage has been taken by the said William Cuff of your exceptant's ignorance and that it would be unjust and inequitable by reason of this fact for the said Edwin S. Valliant, assignee of said mortgage, to have other and larger redress against your exceptant than that which the said William Cuff would have had if the said mortgage had never been assigned.

And your exceptant prays your Honors to remand the papers in this cause to one of the Examiners of this Court for the purpose of taking testimony to verify the claim of your exceptant.

And as in duty bound will every pray etc.

HOPE H. BARROLL  
Pltffs. Sol.

State of Maryland,

Kent County, to wit:-

I hereby certify that on this day of January 1893 before me the subscriber a Justice of the peace of the State of Maryland in and for Kent County aforesaid personally appeared William T. Coleman and made oath in due form of law that the matters and things set forth in the foregoing exceptions are just and true and bona fide to the best of his knowledge and belief.

J. Evan Thomas J.P.

STATE OF MARYLAND, KENT COUNTY, SCT:

I HEREBY CERTIFY, That J. Evan Thomas Esq., before whom the annexed affidavit was made, and who has thereto 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 qualified according to law.

IN TESTIMONY WHEREOF, I hereto subscribe my name and affix the Seal of the Circuit Court for Kent County, this 21st day of January A. D., 1893.

Seal's  
Place.

SAMUEL G. FISHER  
Clerk of the Circuit Court for Kent  
County.

AGREEMENT TO TAKE TESTIMONY

Edwin S. Valliant  
Assignee &c.

vs.

William T. Coleman

) #1111 Chancery in Circuit Court for  
)  
) Queen Annes Co. Md.  
)  
)

It is hereby agreed that the exceptions heretofore filed to the ratification of the sale made in this case, shall be determined by the taking of testimony orally in open Court at the May Term 1894, and it is agreed that application is hereby made to the Circuit Court to set a day to hear the testimony in this cause orally and dispose of the case upon such testimony when taken.

Hope H. Barroll  
Sol. for Exceptant.

T. J. & B. P. Keating  
Attorneys making the sale.

DEPOSITIONS  
Filed October 25, 1895.

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

Chy. No. 1111

Edwin S. Valliant Assignee	)	Plaintiff.
vs.	)	
William T. Coleman Mortgagor	)	Defendant.

In the Matter of exceptions filed to the ratification of the sale in the above entitled cause.

To the Honorable the Judges of said Court:

The subscriber, a regular Examiner for this Court, having received notice from the solicitor for the respondent and from the solicitor for the exceptant of a desire to take evidence in the above cause, did proceed to take the following testimony at the office of said Examiner in the town of Centreville at 10 o'clock, on Tuesday, August 13th, 1895.

William T. Coleman, a witness of lawful age, produced on the part of the Exceptant being duly sworn and examined, deposes and says.

1st Interrogatory-

State your name, residence, age and occupation.

1st Answer.

William T. Coleman, about 40, Queen Anne's County. I live on place in question. Business is farm hand.

2. Interrogatory.

Are you a party to this cause? Can you read and write?

2. Answer Yes. No, sir.

3. Interrogatory.

How long have you known William Cuff?

3. Answer. Ever since I was boy.

4. Interrogatory.

Did you ever give a mortgage to William Cuff? If so, on what property, when and how come you to give it?

4. Answer. Yes sir. Where I am at sir. Don't know what time, about 8 or 10 years ago. He was on my papers as security for notes I had given think he superseded judgments. He says "When these notes come due and you are not able to pay them I will pay them. If you cant pay them I will pay them and wait until you pay me". He says "when these notes are paid off the mortgage is yours" And when I paid him the last money I asked him for the mortgage and he said "I cant read it and you cant read it" but he says "you dont owe me nothing we are square.

5. Interrogatory

This mortgage says you were, in March 1885, indebted to Cuff in the sum of \$242.38/100 did you owe him this money then or was the mortgage given to secure him against any loss as your security?

5. Answer. All it was given for is because he was on my paper I did not owe him anything else. I hadnt bought anything from him or borrowed, I had owed him but paid him.

6. Interrogatory.

Did Cuff pay this security wholly for you or not and did you pay him back?

6. Answer. Some he paid and some another man paid, this Dave Rochester then Dave paid for him and I paid Dave. He Cuff got 100 bu. wheat from me, after the mortgage was given on account of the mortgage but dont know how many years after mortgage was given. It was year or such a matter it might have been longer. Wheat sold for a dollar per bushel. The wheat was threshed on Charles Anthony, a colored mans, yard. Cuff carried some and I think Dave Rochester carried some. I give him a \$55 check & some cents in the same year of delivery of wheat it was Andrew Johnson's check. Andrew Johnson lived on his fathers farm. Charlie Anthony signed my name and saw me give it to Cuff. I dont know whether it was after or before. After that I paid him \$15 or \$16. Another time and at another time I paid him \$12 or \$14. Thomas Coursey saw me pay it. That was last money he saw me pay him. The \$12 or \$14 was the last I paid him. Thomas Coursey lives before Potter's Landing, Caroline County. Yes sir I sent him some money by a body named Harry Holland. I sent \$5.00 He lived in Wilmington the last I heard from him. Cuff says he got the money. He got horse and carriage and a hourse and dearbon and 2 or 3 sets of harness, these were sold in Centreville I suppose, he fetched them here to sell carriage. He got some corn from Mr. Sam Johnson, I was living with Johnson and I told Johnson to let him have it, I think it was 7 bushels. It was all gotten after this mortgage. He was on my paper and he said he would pay it if I couldnt. If I couldnt raise it he would do so. It (these payments) was given to pay off claims that mortgage was given to secure.

7. Interrogatory.

Did you and Cuff ever have any talk about the payment of the mortgage or its release? if so, what?

7. Answer. I said when I paid him the last money, when Coursey was present, I asked him, Now Cuff give me up the mortgage and he said "I dont know it and you dont know it I will give it to any one who comes here that does know." He says "you dont owe me anything". I dont know how many times I aksed him for mortgage it was more than once or twice he always said "I will give it to you."

8. Interrogatory

Did you give Cuff any judgments before Squire G. A. T. Wright? if you did, what were they for and how were they paid?

- 8" Answer. Yes sir. I wont be certain. He went on my note for horse. He says when it comes due if you cannot pay I will. I know who I bought horse from and that is all. I do know. Do not know time. Them judgments were all paid off and I aksed him for them when paid off. They were all settled before mortgage was given. This refers to three judgments of about \$250. These judgments were given to Cuff in like manner as mortgage to secure endorsemtn by Cuff.
- 9" Interrogatory.  
Did any one else ever hear Cuff say you had paid him in full and owed him nothing more on the mortgage? Who?
- 9" Answer. Yes sir, old man Frederick Hall, Sarah Maria Willis, Charlotte Hall.
- 10" Interrogatory.  
Where is Charlotte Hall? Was she ever summoned to appear here and testify in this case in 1893 and 1894 and did she attend?
- 10" Answer. She is dead. She was here twice if not three times to give her testimony. The case did not come up.

## Cross Examination-

## 1 Cross Interrogatory-

- Who held the notes that Cuff, as you state in your answer to 4th interrogatory, was security on and what were they given for?
- 1" Answer. Mr. John Dailey had one. Man by name of Ambush had another, a man by name of George Price had another, and Mr. Nek. Faithful had another. Dont recollect any body else. Mr. Dailey's note for was for money I borrowed from him, I believe it was about \$75 or \$100. Dave Rochester & Cuff went on my note for it. Note to Price was given for money I borrowed of him dont know whether it was \$30 or \$40, Cuff alone went on it.  
Mr. Faithfuls note was for lime dont know how much it was. Cuff wasnt on it but he said he would pay it off. It is all money I owed at time Mortgage was given as far as I can recollect. Dave Rochester paid Mr. Dailey. Cuff finished paying Mr. Price, I paid part dont recollect how much I paid I dont know who paid Mr. Faithful my property was sold, dont know whose claim it was under, Cuff sold them. I did not pay Mr. Faithful. This is all claims Cuff was responsible for just now sir. The jugment Rochester paid off was Dailey judgment.
- 2" Cross Interrogatory  
Who paid the claims that Mr. Wesley Temple's estate held against you?
- 2" Answer. I dont recollect anything about claim of Wesley Temple didnt even know him.
- 3 Cross Interrogatory  
What was the Andrew Johnson check for? that is what was it given for?
- 3" Answer. It was given me for work. Mr. Sam Johnson gave me the check and Mr. Andrew Johnson gave me the check.
- 4" Cross Interrogatory  
Now tell me what notes the judgments were given for? and who paid them?
- 4" Answer. I dont know what notes now sir cant remember but he was on all my notes. I know one was for horse bought of Ben Cook. Dont know except it was longest of Cook Dont know whether I paid all or whether Cuff paid him. Can remember this and this and none other at this time. No sir, I do not recollect the length of time between Judgments and mortgage. I had paid these notes and other claims. I had paid him money before mortgage was given but do not recollect how much.
- 5" Cross Interrogatory.  
Did you and Cuff ever have a settlment of your matters? if so when and where?
- 5" Answer. The only settlement I ever had was when I paid him the last money and Cuff told me I did not owe him anything, that we were square.
- 6" Cross Interrogatory.  
Did you know that at one time Cuff wanted to sell the mortgage and did he not apply to you to sign the mortgage to show wat was due on it? if year, state what took place.
- 6" Answer. No sir dont remember it.
- 7" Interrogatory.  
Did you know E. Otho Park, a colored school teacher?
- 7" Ansser. I see him he comes to school at Roseville, He taught there one term.
- 8" Interrogatory  
Did you make any effort to get any one to raise the money to pay Cuff's mortgage? if yea, state to whom you applied?
- 8" Answer. Yes sir I tried to get some one to settle it. It was Mr. Wilmer Emory, if I am not mistaken. Mr. Robert B. Roberts and others told me that if Cuff says you have him to pay him and if you can prove that you dont owe him you can sue and get it back. I never was so bothered in my life and said I dont know how that is. I was talking about getting some money to pay it off and some one said do you know Mr. Wilmer Emory, I said I had been knowing him since he was little boy. I was down to see him and did see him and tried to borrow the amount of Mr. Roberts claim, then Mr. Roberts said he would not take it. Mr. Emory said he could let me have the amount needed, I dont recollect whether it was \$200 or \$300 but think it was \$300. Mr. Emory said I could get it.
- 9" Interrogatory  
Did you apply to any one else besides Mr. Emory?
- 9" Answer. No sir, I did not know any body else who had money. Do not recollect saying anything about the settlment of the matter to Mr. Valliant I remember seeing Mr. Valliant and told him I didnt owe Cuff any money.

## 10" Interrogatory

Have you made any arrangement with the purchaser of the place, Dr. Graham? if so, state the arrangement.

10" Answer. I dont belive I was down here when it was struck off, they told me Dr. Graham bought it. I have had no arrangement with Dr. Graham. Do not pay him any rent have not since the place was sold.

## Re-Direct

## 1" Red. Interrogatory

If you claimed you had paid Cuff off, and owed him nothing, state what your reason was to try and borrow money to pay the mortgage a second time?

1" Answer. When Mr. Roberts come to me he says "I got a mortgage against you", I asked him what it was he said it was mortgage of Cuffs, I said "I dont owe Cuff any money". He said "you owe it and will have to pay or else you will lose your place" I says "I dont want to lose my place but I dont owe Cuff any money" and the last time he came to me I said "I dont owe Cuff" and he said "you pay it and make Cuff pay every dollar back as he is worth it" and the next time he said it wasnt much then I asked him now much it was and he said it was \$150 he says you give me, I disremember how much, and I will give you p the mortgage and the next time I saw him he said Mr. Valliant had it. Mr. Roberts says "I know law and if Cuff says you owe him you pay it and make Cuff pay it back". That was the cause of my going to get money.

## ReCross Examination

## 1 R. C. Interrogatory

Did or not Mr. Roberts hold a judgment against you at the time you had the talk with him about the mortgage?

1 R. C. Answer. If He did I dont remember it now.

Examiner's General Question; "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 in your answer.

Answer Not at this time.

his  
William T. X Coleman  
mark

Test: JOHN M. TEMPLE

Charles H. Anthony a witness of lawful age, produced on the part of the Exceptant being duly sworn and examined, deposes and says:

## 1" Interrogatory

State your name, residence and occupation.

1" Answer Charles H. Anthony, I live near Roseville, Queen Annes Co. near Wm. Coleman's farm sir.

## 2" Interrogatory

Do you know William Cuff and William T. Coleman? and if year, for how long?

2" Answer I know them both have known them since they were small boys.

## 3" Interrogatory

Do you remember anything about William T. Coleman delivering 100 bus. of wheat to William Cuff and when it was? State all you know about it.

3" Answer I remember the wheat was threshed at my house dont recollect exactly the date but think it was 7 or 8 years ago. It was loaded at my house and hauled to Cuffs. Cuffs teams hauled some of it.

## 4" Interrogatory

State what you remember about a check being given by Coleman to Cuff.

4" Answer. It was somewhereas near the time wheat was delivered I think it was afterwards I remember it was \$50 dont remember whether it was more or less. I was over to Colemans and he got me to write his name on it and he said he was going to give it to Cuff. Cuff told me he ahd gotten the check.

## Cross Examination.

## 1" Cross Interrogatory

Did you know a colored school teacher by the name of E. Otho Paker? if yea, state where he taught shcool and what years?

1" Answer. Yes Sir. I cant just rember what year he taught at one place betwen Roseville and Clarks Corner. I think it was two school terms. He came in Fall and taught winter out and came in Spring & taught that term. It was between 4 and 5 years ago. I do not know where he is now. He was in Philadelphia last I heard from him.

Examiners general question. 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 year, state the same fully and at large in your answer.

Answer. No sir.

C. H. Anthony

Frederick Hall a witness of lawful age produced on the part of the Exceptant, being duly sworn and examined, deposes and says.

## 1" Interrogatory.

State your name, age and place of residence.

1" Answer. Frederick Hall, I am about 69 years old. Live between Roseville and Ingleside. About a mile and a half from Wm. Coleman.

## 2" Interrogatory.

Do you know William Cuff and William T. Coleman and how long have you known them?



2" Answer. Have known Coleman since he was a boy and Cuff since before the war.

3" Interrogatory.

Did you ever hear William Cuff make any statement to William T. Coleman in reference to the mortgage Cuff held on Coleman's property? If yea state when and where it was and who were present and all that was said?

3. Answer. Yes Sir? It was in my house. Dont know exactly about 3 years ago. I think. My wife was present. He said Coleman didnt owe him anything the mortgage was paid off. This was before Colemans property was sold under the mortgage. My wife heard this.

4. Interrogatory.

Where is your wife and did she ever attend to testify to this conversation and why did she not so testify?

4. Answer. My wife died in January. She attended twice in Centreville to testify in this case. She did not testify because the trial did not go on.

Cross Examination.

1 Cross Interrogatory

When did you first know that Cuff held a mortgage against Coleman?

1 Answer. When he was in my house some three years ago. I asked him how much Tom owed him. He said Tom didnt owe him nothing as the mortgage was paid off.

2" Cross Interrogatory

How did the conversation commence about the mortgage and who first begun it?

Answer. I dont recollect sir. We had eat dinner and we were talking as men will talk I dont recollect who begun it, and dont remember what he said.

3" Cross Interrogatory

Now long was this conversation before Tom's mortgage was old?

3# Answer. Cant tell how long it was sir. Dont remember.

4" Cross Interrogatory.

Who first called your attention to this conversation since it happened?

4 Answer. Well in the first place I was out to Church and saw Coleman there he said what ot you think, I said I dont know until you tell me, he says Cuff is about to sell my place, I says what for He says Cuff says I owe him I says Cuff told me in my house that you did not owe him. It has been over two years, I dont know how long this was after the talk took place with Cuff.

Examiners general Question. 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 in your answer.

Answer No. Sir.

Test: John W. Temple

his  
Frederick X Hall  
mark

Melvina Coleman a witness of lawful age produced on the part of the Exceptant being duly sworn and examined deposes and says:

1" Interrogatory

State your name residence and what relation you are to William T. Coleman.

1" Answer. My name is Melvina Coleman I am the wife of Wm. T. Coleman and live with him.

2" Interrogatory

Did you ever hear William Cuff say what the mortgage he held on your husband's property was given for? What did he say about it?

2" Answer. He said it was given to him because he was on Coleman's paper. In the first place he come to me and asked me to sign the mortgage and I asked him what it was for. He said it is because I am on Toms note and I want this to hold until I am made safe and he aksed me if I was going to town and I said what for and he said to sign this mortgage. I told him I wasnt going and he said Mr. John Brown and Mr. Keating told him that the mortgage was no good until I signed it. He says if you dont go with me the Sheriff will be after you and make you go. I told him I wasnt afraid of no sheriff. I refused to sign the mortgage and never signed it.

3" Interrogatory

Do you know anything about Cuff's taking your husbands personal property to sell?

3" Answer. Yes sir. I was there he did not tell me what he was going to take away for but said he was going to take them to two to sell them. He took 2 horses, 1 carriage, 1 dearborn and two or three sets of harness I disremember which This was after the mortgage. None of the property was bought. I believe a dearbon and one horse was bought back since I remember.

Examiners General Question.- 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 in your answer.

Answer. No sir.

Test: John W. Temple

her  
Melvina x Coleman  
mark

Sarah Woodland, a witness of lawful age, produced on the part of the Exceptant, being duly sworn and examined, deposes and says.

1. Interrogatory

State your name and residence.

1" Answer. Sarah Woodland. I live between Hope and Haydens Station about 3 miles from Wm. Cuff.

2" Interrogatory

How long have you known William T. Coleman and William Cuff?

2" Answer. I have known both of them since before the war.

3" Interrogatory

Did you ever hear William Cuff say anything in reference to Coleman's indebtedness to him, if yea, what did he say?

3" Answer. Yes sir he Cuff was to my house one evening and we got to talking about it and I said to Cuff how is Coleman coming on about paying for his house I havent seen him since he built his new house. He says he dont owe me nothing now. Tom is now out of my debt and is all right if he dont let the white people get it away from him. It was before the house was sold under the mortgage at Church Hill. How I come to remember what Cuff had told me was after I had heard house was sold it in mind of what he had said to me I wondered what made them sell it if he didnt owe him anything.

CrossExamination

1 Cross Interrogatory.

Have you and Cuff or Cuff and your husband ever had any difficulty or trouble about your boy John?

1 Answer. I dont know as he has ever said anthing to Cuff not as I know of I never said nothing to him.

2" Cross Interrogatory

Where is your boy, John, now?

2" Answer. He is in penitentiary.

3" Cross Interrogatory.

Did you or your husband blame Cuff for your son's trouble?

3" Answer. Yes sir I blamed him I believe he knows as much about it as my boy but this is not the reason I am telling on Bill, because he got my child in trouble.

4" Cross Interrogatory.

Have you any bad feeling or ill will towards Cuff on account of your son's trouble?

4" Answer. No sir, because we cannot get to Heaven by that way I leave it all to God.

Examiners General Question. 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.

Answer. No sir.

her  
Sarah X Woodland  
mark

Test: John W. Temple

It is agreed by the solicitor for the respondent and solicitor for Exceptant that the exceptant shall have the right to call David Rochester hereafter who is not in attendance to day.

David Rochester was present at Barclay Wed. Sep. 18 to testify at same time Roberts testimony was taken but he was not called a reasonable time has been given for his appeance.

W. Temple

Edwin S. Valliant a witness of lawful age produced on the part of the respondent being duly sworn and examined deposes and says.

1" Interrogatory.

Tell all the facts in your knowledge in reference to the mortgage in this case assigned by Cuff to Roberts and by Roberts to you.

1" Answer. Mr. Roberts came to my office and said he had a mortgage and some judgments against Coleman he wanted to buy a bill of lumber and wanted to know if I would take them as collateral I told him I would think about it, I afterwards went out and looked at the property and after that Coleman came to my office asked me as a favor that I would buy this mortgage and take his note for it and give him some time on it and from his conversation with me I inferred the mortgage was all right I told him I would do so if He would give me sufficient personal security. My recollection is that it the amount that it was to get was to be agreed upon between him and Mr. Roberts. He said he would give me Dr. Graham as security. I said it was sufficient and he left with that understanding. I met Coleman in Centreville afterwards he told me that he could get the money from Wilmer Emory to pay off this mortgage that Mr. Roberts had agreed to take \$300 but Mr. Emory wouldnt have the money for 30 or 60 days in lieu of the mortgage. I saw Mr. Emory and agreed with him to take the note. That was not consummated and we afterwards sold under the mortgage.

2" Interrogatory

Did Coleman ever tell you that he did not owe Cuff the mortgage or did not owe Cuff any money?

2" Answer. No sir: on the contrary I inferred from the conversation with him that the mortgage was all right or else I would not have bought it.

Cross Examination.

1 Cross Interrogatory.

Were you willing to sell the lumber to Roberts without taking this mortgage as security.

1 Answer. Without taking some security I was not. Yes if he had given me other good security.

2" Cross Interrogatory

Did you not at one time have another arrangement or security from Roberts for your bill except this mortgage?

2" Answer. In part I had. He had assigned me some notes and has since assigned me the judgments the mortgage was prior to judgments. I cannot tell what my bill was as my books are not here. It was between \$200 and \$300. It is now somewhat reduced I dont think it is now over \$150. Part of the notes having been paid.

3" Cross Interrogatory.

Why did you go to see Coleman about the mortgage? or he you?

3 Answer. I didnt go to see Coleman He went to see me once at my office and once to the livery stable where I put my horse up. I didnt know he had any difficulty with Cuff. Mr. Roberts first came to see me and asked me if I would take or negotiate mortgage and afterwards Coleman came and asked me if I would take the mortgage.

E. S. Valliant

The Examiner's General Question was asked E. S. Valliant before he signed these depositions and his answer was as given.

Wm. Temple

Examiner's General Question. 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 in your answer.

Answer. I think not.

William Cuff a witness of lawful age, produced on the part of the respondent being duly sworn and examined, deposes and says.

1" Interrogatory.

Tell why the mortgage in this case was given to you by Coleman and all about the transaction and whether or not you have been paid the debt for which it was given. Give a history of your various business transactions with Coleman, State what money he has paid you, what property you have gotten from him and on what account and all that you known in regard to this matter in controversy between you.

1" Answer. Well he kept after me because nobody else would endorse for him I being in the family having married his sister before I went on the note to Mr. Cook, says I before I touch any other paper you have got to give me a Bill of Sale. He gave me bill of sale and I continued to endorse and after I got so fer in with him the way he came to give me mortgage was that I told him I would not rest with Bill of Sale. The day Mr. Faithful was going to sell him up I went over to Coleman's place, the things had been to Church Hill 10 days and carried back on place to sell, and when I went I said Mr. Faithful if you will transfer this sale to me and place me in your place I will be responsible to you for these claims. I then come to Centreville and made arrangements for a sale of some property with Coleman's consent. It was 1 old black mare, carriage dearbon and on sorrel mare and I bought sorrel mare and dearbon and sent them right back to Colemans. The sale didnt amount to much, I bought the best mare for about \$30. and Mr. Rasin purchased the balance at a small price. Didnt get much more out of sale than the expenses of sale. The mortgage was given me for the amount of paper I was on for him at that time I was on his note for carriage for \$60. it was to Leonard Furbush at 12 months. The Ben Cook note for horse for \$80 or \$90, I have forgotten how much it was it was so long. I loaned him \$10 to pay Abraham Rochester it has been 16 or 17 years ago. I recollect when I went before Mr. Gus Wright J. P. I was responsible at this time for him to the extent of about \$200 but I cant remember but I cant rember none but that horse. He hadnt paid me anything from the time the judgments were given before Mr. Wright until the time the mortgage was given. He has paid since mortgagge given he has paid on some of note. I never got the 100 bus. wheat. When I sent mare back they were to me She was mine I bought her, I told him if the wheat crop paid me out the mare would be his. The amount of Mr. Faithful's claim was between \$70 & \$80. When the wheat came from the machine it measured about \$100 bus before he got 4 bus. out. I got this wheat back for what I had paid Mr. Faithful and it fell short about \$15 in paying same. There was no other claim on this property that I had to pay off except the Faithful claim. The \$50 check of Mr. Anthony was part payment of note I was on for Coleman for carriage to Mr. Furbush. I never got any more property or money from him except what I have stated. The note to Mr. Furbush was given bfore. The money first borrowed out of bank was for myself and the other where Mr. Keating & Mr. Kent Sparks was to pay Faithful judgment. Dont recollect whether Furbush note was given before or after mortgage was given. The mortgage was given in 1885. The mortgage was drawn up by Mr. Keating. I paid the George Price claim of same \$16 or \$17. After I paid Mr. Faithful his claim. I was warranty on the the note to Price that I was security on for Colema. I dont know what it was for. I paid \$15 I think. The amount of the claim was about \$35 and Coleman paid all but about \$15. I paid the claim to Mr. Cook of about \$75 or \$80. I dont remember exactly which I had nothing to do with Mr. Dailey's matter except I superseded it for David Rochester I did not know the amount of it. I went and stated the case to Coleman and he says we will go down to the school teacher, who is used to writing, nothing had been done, no interest paid and I wanted him to make it plain on the mortgage and he did what was done. I saw Coleman make his mark and Parker witnessit. This I reckon has been about five or six years

ago. Parker is school teacher and has not lived about here for several years. I was troubled about all the proper I was on as I had to pay costs The Bill of Sale referred to by me means the papers or confessed judgments given before Mr. Wright, Magistrate.

2" Interrogatory

Did you have any conversation with Coleman about the mortgage on about the time you assigned it to Mr. Roberts?

2 Answer. In '89 I says Coleman you go ahead and pay your other creditors we run that thing and I laid quiet for 3 or 4 years didnt even ask him for cent he says to me in '89. I says Tom I am getting old and the idea of you letting me keep your property in my possession If I lay down and die your property will be sold to pay my debts if I have any Coleman says what is the best I can do I says you go and hunt up some man with the money and give me \$150 and take the mortgage he says you go hunt up somebody and assign the mortgage and get \$250 on it and you take \$150 and give me \$100. He promised to pay me \$60 on the mortgage in 1891 but never paid me 60%. This was the last conversation I had with him before I assigned it after I assigned it I met him along the road going to Mr. Seneys about half mile from Mr. Seneys He asked me if Mr. Seneys was hime I says No he has gone to Ben's Point after load of phosphate. We sat and talked for about one half hour. He says the reason I want to see Mr. Seneys was I can borrow \$300 from Mr. Wilmer Emory and all I want him to do is to go over and testify that my place is worth \$600 and I can get \$300 and that will let Mr. Roberts out He says I will go on over to your house and I will be there when you come back. This was last conversation I have ever had with him, he has never said he would pay it.

3" Interrogatory

Did you hear the testimony of Fred Hall and Sarah Woodland? Did you or not make the statement they have testified to about Coleman's indebtedness to you?

3" Answer. No sir I never breathed a word to them. I was never to Sarah Woodland's house and talked as she has testified and I never was to Frederick Halls house and spoke as he has testified.

4" Interrogatory

Did Coleman ever make the claim to you that the mortgage was paid off?

4" Answer. No he never did, he never breathed to me that the mortgage was paid off, he has never said to me any thing of the sort.

5" Interrogatory

Was or nor the whole of the mortgage debt unpaid when you assigned it to Mr. Roberts?

5" Answer. Nothing had been paid on the mortgage when I transferred it to Mr. Roberts and I agreed to take from Mr. Roberts \$150 for my interest in claim. Mr. Roberts had claims against Coleman to the amount of over \$100 these were judgments.

Cross Examination

1 Cross Interrogatory

Can you read or write? Was the Bill of Sale given to secure you against loss by reason of your having endorsed notes for Coleman? What notes had you endorsed and were all of them included in the Bill of Sale and had they been paid by you before he gave the Bill of Sale?

1 Answer. I can neither read nor write. The bill of sale was given to secure me in endorsing notes of Colemans and money borrowed from time to time. I cant tell how much cash Dont know any of notes except Ben Cook note. I dont know whether all of notes I endorsed were in Bill of Sale If they had not become due I had not paid them I had to look after them when they come due

2" Cross Interrogatory

After Coleman gave you the judgments in 1878, did you endorse any more notes for Coleman up to 1885? And in those seven years did he pay any of the notes or bills you were responsible for?

2" Answer. I dont know if he bought anything I endorsed all the time for last 15 years. He might have paid some during 7 years. I was responsible for but I paid the principal part of them.

3" Cross Interrogatory

What year was it you got the 100 bus. of wheat from Coleman?

3" Answer. I disremember but think it it was in July 1885 but it was after the Faithful sale.

4" Cross Interrogatory

Was the mortgage given to you by Coleman in 1885 to secure you as endorser on notes for Coleman's benefit? If so what notes were they and amount of each and which were paid by Coleman and which were not?

4" Answer. That mortgage was given to secure loss on notes. I had endorsed and money I had paid. We never kept any account I dont know all the notes I did or didnt pay I know some though. I think the Faithful note was in it being between \$70 & \$80. The George Price note from \$15 or \$16. The Furbush note of \$60 with protest & costs. This is all I can remember.

5" Cross Interrogatory

Was the mortgage given to secure notes given after you took the judgments before Squire Wright?

5" Answer. Yes sir the mortgage was given to secure notes. The Cook note was about 17 or 18 years ago the Price note about 10 or 12 years ago. The Furbush note about 9 years The Faithful claim in 1885 I think.

6" Cross Interrogatory

What was Coleman's place worth in 1892?

6" Answer. In my judgment to a man who wanted it it was worth \$400 or \$500, but a man who didnt it was not worth so much as it was a back place.

7" Cross Interrogatory

How much did you claim was due you under this mortgage in 1890 and 1892? and now?

7" Answer. I only claimed \$150.

8" Cross Interrogatory

How much did you tell Mr. Roberts was due to you under the mortgage?

8" Answer. I assigned it for \$150 I told Mr. Roberts that was all that was due to me that was all I wanted I did not try to blind Mr. Roberts. Mr. Joe Wilson was present when I told Mr. Roberts this I do not mean to say by this that this was all was due me under the mortgage but I was willing to take this from him for the assignment.

9" Cross Interrogatory

How much did Coleman owe you on this mortgage?

9" Answer. I really dont know. No sir he hadnt paid it off all but \$150.

Redirect

1 R D. Interrogatory

Was or not Coleman continually getting in debt and were you or not from time to time relieving him from being pressed by his creditors? Tell for how long a period this lasted.

1 Answer. I was. I was releasing him from his creditors keeping them away from him for about 18 years I guess for 25 years.

Examiners General Question. 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 in your answer.  
Answer. I dont believe there is.

his  
William X Cuff  
mark

Test: J. W. Temple

Wilmer Emory a witness of lawful age produced on the part of the respondent being duly sworn and examined deposes and says.

1" Interrogatory

Did W. T. Coleman make application to you for a loan to pay off a mortgage held by Roberts assigned to the latter by Cuff? If yea, state the amount he applied to you for?

1 Answer. He did apply to me for a loan it was for the purpose of paying off the mortgage from Coleman to Cuff. I cant say positively whether it was for \$200 or \$300. I remember having talked with Mr. Valliant about it. Coleman referred me to Mr. Valliant to ascertain the amount of the mortgage.

Examiners General Question. 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 in your answer.

Answer. No sir.

Wilmer Emory

William T. Coleman recalled by Solicitor for Exceptant and re-examined in rebuttal says

1" Interrogatory

State if you ever made your mark in the presence of a colored school teacher named E. Otho Parker about 4th. Feb. 1890 to such paper as is endorsed on the mortgage to Cuff.

1" Answer. Cuff came to me and said to me if you will come go down to Parkers. I will get you balance of money or paper whatever it was and I said it is time I was knowing something about this matter he had sold my things. I said if you dont know I will go to Mr. Keating, he says no use to go to Mr. Keating, he said I want send Mr. Keating paper and then I will know what the things sold for I happened down to school house and he went around school house with Mr. Parker, he told him he wanted to see him privately. That was all was said and done. I never put my name to this paper. Dont remember putting my name to any paper. Parker never read the paper to me. No one else ever read it to me.

2" Interrogatory

Have you paid the Cook and Price notes and where are the receipts and will you file them with the examiner?

2" Answer. I think I have. I have the Cook receipt I know it has a bank scale picture on it I have it home and will file with examiner. I paid Mr. Price in my house all but \$5. I have his receipt I have never paid it to Mr. Price, Cuff paid it and I paid Cuff.

3" Interrogatory.

How come you to go to see Mr. E. S. Valliant in reference to this mortgage and who sent you to him?

3" Answer. Mr. Bart Roberts told me to go see Mr. Valliant. He said he would take what he would take for it. After I made arrangements to get the money he told me Mr. Valliant had the mortgage This was after he told me about suing Cuff as I have already testified to.

4" Interrogatory

Did you ever talk with Cuff and tell him about borrowing money for Mr. Emory?

4" Answer. He says to me, I was coming to Centreville, he says you can pay it off and Mr. Roberts says he will not give you any trouble; he will not bother you, he says if you cannot pay it of I will help you out. It was near Mr. Seneys He had heard that I had been to Mr. Emorys.

Examiners General Question. 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 in your answer.

Answer. I do not.

his  
William T. X Coleman  
mark

Test:

John W. Temple.

There being no more witnesses to be examined by either party at this time and neither party desiring further testimony until a future day, by consent of both parties, through their solicitors, the further taking of testimony was postponed until Wednesday 18th, September 1895 at 4 o'clock P. M., at which time the following testimony was taken at the residence of R. B. Roberts in the town of Barclay, Md.

Robert B. Roberts, a witness of lawful age, produced on the part of the respondent, being duly sworn and examined, deposes and says

1" Interrogatory

State what occurred between you and Wm. T. Coleman in regard to the mortgage in this case assigned to you by William Cuff.

1" Answer. Before I assigned the mortgage to Mr. Valliant I saw Coleman two or three times. The first time I saw him I told him I had it and I told him I did not buy it for speculation. I had about \$100 worth of judgments against him which were behind the mortgage and my object in getting this mortgage was to save these judgments. I told Coleman that if he would raise me \$350 I would take it in full of the mortgage and judgments. He said he could raise the money and would do it in a few days. About 1 or 2 weeks after this I went to see him again. He told me that he had been down to Centreville and a party had promised to get the money for him. He promised to bring the money to me but did not do it and I get out of patience with him and transferred the mortgage to Mr. Valliant and told him to put it in Mr. Keating's hands for collection. Coleman had never intimated to me that he had ever paid the mortgage or that there was anything wrong about it until after it was advertised or after it was sold. I do not remember which. When in conversation with me he made some complaint about Cuff's claim not being all right I do not recollect the details of the conversation.

2" Interrogatory

Did you at any time tell Coleman to get the money and pay the mortgage and if he could prove that he did not owe Cuff, he could sue Cuff and get it back?

2" Answer. I did not make any such statement to him or anything like it.

Examiner's General Question. 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 in your answer.

Answer - I do not.

his  
Robert B X Roberts  
mark

Test:

John W. Temple

There being no more witnesses to be examined and the Solicitor for the Exceptant not being present to cross examine Robert B. Roberts and a reasonable time having been given him to make said cross examination, your Examiner herewith returns the original depositions together with respondents Exhibits "A", "B" and "C" and Exceptants Exhibit "Wm. T. Coleman" and certifies that he was engaged as Examiner three days, one at the instance of the Exceptant and two at the instance of the Respondent and that he examined nine witnesses making the costs chargeable as follows

Examiner's fee to Exceptant	\$4.00
Witness fees " " (5 witnesses)	3.75
Examiner's fee to Respondent	8.00
Witness fees to " " (4 witnesses)	3.00
Sheriffs " " (2 summons)	.80

Witness my hand and seal.

John W. Temple (SEAL)  
Examiner in Chancery.

SUMMONS

Filed October 25, 1895.

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

To the Sheriff of Queen Anne's County, Greeting:

You are hereby commanded to summons W. S. Bewley and William J. Cuff, that all excuses and delays set aside, they be and appear before me, a regular Examiner in Chancery, at my office in the town of Centreville, County and state aforesaid, on Tuesday August 13<sup>th</sup> 1895 at 10 o'clock A. M. to testify for the respondent in the matters of exceptions filed to the ratification of a sale made and reported in a cause in Chancery entitled Valliant vs. Coleman being No. 1111 on the Chancery Docket of the Circuit Court for Queen Anne's County in Equity. Hereof fail not at your peril, and have you then and there this writ. Issued this 8th day of August 1895.

JOHN W. TEMPLE  
Examiner in Chancery

And on the back of the foregoing summons was the following endorsement, to wit:

Summond

Wm. F. Bailey  
Sheriff

RESPONDENTS EXHIBIT A  
Filed October 25, 1895.

William Cuff )  
 ) March 5-1878 Judgment confessed by defendant  
 ) in favor of plaintiff for \$77.63 debt with inter-  
 ) est from date until paid and costs 40¢  
 vs. )  
 )  
 William T. Coleman ) True Copy from my docket  
 ) G. A. T. Wright J.P.  
 ) G. A. T. Wright J.P.

Copy filed, March 6, 1878.  
True copy from the docket J. W. No. 1 folio 389, a Magistrates  
Judgt. record for Queen Anne's County.

Test: LEM. DUNBRACCO Clerk

RESPONDENTS EXHIBIT "B"  
Filed October 25, 1895.

William Cuff )  
 ) Mar. 5, 1878 Judgment confessed by Defendant  
 ) in favor of plaintiff for \$79.10 debt with  
 ) interest from date until paid cost 40¢  
 vs. )  
 )  
 Wm. T. Coleman ) True Copy from my docket  
 ) G. A. T. Wright J. P.  
 ) G. A. T. Wright J. P.

Copy filed March 6, 1878  
True Copy from Liber J. W. No. 1, folio 338, a  
Magistrate's judgment record for Queen Anne's County.

Test: Lem Dunbracco Clerk

RESPONDENTS EXHIBIT "C"  
Filed October 25 1895.

Wm. Cuff )  
 ) Mar. 5, 1878. Judgment confessed by Defen-  
 ) dant in favor of plaintiff for \$84.75 debt  
 ) with interest from date until paid and 40¢ cost  
 Vs. )  
 )  
 Wm. T. Coleman ) True Copy from my docket  
 ) G. A. T. Wright  
 ) G. A. T. Wright J. P.

Copy filed March 6, 1878

True copy from Liber J W. No. 1 folio 338, a Magistrate's  
Judgment record for Queen Anne's County.

Test:

Lem Dunbracco Clerk

PETITION  
Filed Jan. 28, 1896.

Edwin S. Valliant, )  
 Assignee ) In the Circuit Court for Queen Anne's County  
 vs. )  
 ) in Equity.  
 Wm. T. Coleman )

To the Honorable Judges of the Circuit Court for Queen Anne's  
County in Equity:

The petition of Wm. T. Coleman respectfully shows:

That since the examiner, who took testimony in this case, has  
returned the papers to this Court, your petition has discovered new testimony  
and witnesses that are material to his case, and necessary for the equitable ad-  
judication of the case.

Your petitioner therefore prays that he papers in this cause  
may be remanded to the examiner of this Court to take further testimony in the  
Cause, And as & c.

B. P. Hopper  
Attorney for petitioner.





same fully and at large in your answer.  
 Ans. Not in addition to my previous testimony.

Test: his  
William T. X Coleman  
mark  
 J. W. Temple.

Thomas H. Coursey, a witness of awful age, produced on the part of the Exceptant, being duly sworn and examined deposes and says.

1st. Int. What is your occupation and where do you now live?  
 1st Ans. I am a preacher at Williston Caroline County, Maryland. I am ordained.  
 2" Int. Do you know Wm. Cuff and W. T. Coleman? How long have you known them?  
 2" Ans. I do. I have known them for twenty years.  
 3" Int. Did you ever hear that Coleman had given Cuff a mortgage? When, where and from whom?  
 3" Ans. I did hear it. I do not remember when, where and from whom I heard it. I never saw the mortgage.  
 4 Int. Did you ever hear Cuff state why the mortgage was given to him and whether it had been paid to him or not?  
 4" Ans. I dont remember that Cuff ever stated in my presence why the mortgage was given. I do not remember that Cuff ever made any statement about payment of mortgage to me or in my presence.  
 5" Int. Did you ever see Coleman pay Cuff any money? If so, whe, where and under what circumstances?  
 5" Ans. I did. I cannot recollect the exact date but it was between the time I first heard of the mortgage and first heard of the assignment of it. The amount paid was fifteen dollars. Cuff held a mare and colt belong- to Coleman and required Coleman to pay him the fifteen dollars before he would surrender them. The money was paid in Cuff's house.

Examiner's General Question: 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 so state the same fully and at large in your answer.  
 Ans. I do not.

T. H. Coursey

Howard Bratcher, a witness of lawful age, produced on the part of the Exceptant, being duly sworn and examined, deposes and says

1st. Int. Where do you live and what is your occupation?  
 1" Ans. At Barclay, Queen Anne's County. I am a laborer.  
 2" Int. Do you know Wm. Cuff and W. T. Coleman? How long have you known them?  
 2" Ans. I know them both. I have been knowing them since I was a boy. I am 23 or 24 years old.  
 3" Int. Do you know R. B. Roberts? How long have you known him?  
 3" Ans. Yes sir, I have been knowing him since I was quite small.  
 4" Int. Did you ever hear any conversation between Mr. R. B. Roberts and W. T. Coleman about the mortgage assigned to him by Cuff? If so, when, where and what was said?  
 4" Ans. Yes sir,, About two years ago on Mr. Biddle's farm. Mr. Roberts came up and said to Coleman "don't you owe Cuff a little bill", Coleman said "I dont owe him anything," Mr. Roberts then said "if you do owe him you had better pay him and then sue him as Cuff is good for the money", Mr. Roberts then stated that Cuff had given him the mortgage Coleman said that he did not owe the mortgage. Mr. Roberts then stated that he had given Cuff \$150 for the mortgage paying for it with a check of \$75 and a note for \$75. I do not remember anything else they said as I left before they finished talking.

Examiners General Question: 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 so, state the same fully and at large in your answer.  
 Ans. I do not.

Test: his  
Howard X Bratcher  
mark  
 J. W. Temple.

David Rochester, a witness of lawful age, produced on the part of the Exceptant, being duly sworn and examined, deposes and says.

1st. Int. Do you know Wm. Cuff and W. T. Coleman? How long have you known them?  
 1st. Ans. Mightly well, I do. I have known them for the last 25 or 30 years.  
 2st Int. Do you recollect a note given by W. T. Coleman and others to Mr. Dailey? If yea, who were on it?  
 2st Ans. I do sir. Wm. T. Coleman was the maker of the note. Chas. Thomas,

Wm. Cuff, myself a man by the name of Winchester and a man by the name of Johnson. (I have forgotten their first name) were sureties. The note was for \$100.

3" Int. Who paid that note? State when and how it was paid.

3" Ans. I paid the note. Mr. Dailey sued on it before Mr. Hackett and after the suit I paid all of it, it amounted to \$104. Nobody else contributed toward the payment of same except myself. Mr. Hackett was a Justice of the Peace.

4" Int. Did Coleman ever repay you the money you paid on that note? If yea, when and how?

4" Ans. He did pay me back all the money that I paid on that note. I never lost anything by Coleman. Coleman transferred a note to me for \$106 to cover the amount I paid. I sold the note to Mr. Wm. Taylor. Mr. Cuff had no connection with the note I transferred to Mr. Taylor.

Examiner's General Question: 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 so, state the same fully and at large in your answer.

Ans. I do not.

his  
DAVID X ROCHESTER  
mark

Test:

J. W. Temple.

William T. Coleman was recalled by the Exceptants and testified as follows.

1st. Int. Look at check now handed you marked Exceptant's Exhibit No. 2, W. T. Coleman" and note with receipt on back of same now handed to you marked "Exceptant's Exhibit No. 3, W. T. Coleman", and state if they are the check and Price note referred to in the previous testimony of yourself and Cuff. State if you paid them. Why did you not produce them before?

1st. Ans. They are the check and note referred to in mine and Cuff's testimony above. Wm. Cuff got the money on the check. I got none of it. I paid the Price Note. There is a receipt on the back of it. I was never asked to produce them before. Mr. Hopper told me to bring them down and I got the note out of my papers last night, where it had been ever since I paid it. Mr. Carroll Johnson gave me the check to-day.

2" Int. Look at note for \$17.92/100 marked "Exceptants Exhibit No. 4, W. T. Coleman" and note for \$86 marked "Exceptant's Exhibit No. 5 W. T. Coleman" and state who paid them and where they have been since their payment.

2" Ans. I paid all of both notes. They have been in my possession among my papers ever since they were paid.

Examiner's General Question: 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 so, state the same fully and at large in your answer.

Ans. I do not.

his  
William T. X Coleman  
mark

Test: J. W. Temple

There being no more testimony to be taken, your Examiner herewith returns the additional testimony taken, together with Exceptant's Exhibits "No. 2 W. T. Coleman", "Nos. 3 W. T. Coleman", "No. 4 W. T. Coleman and "No. 5 W. T. Coleman" and certifies that he was engaged one day in taking said testimony, making cost of same as follows,

Examiner's fee, chargeable to Exceptant,	\$4.00
Witnesses " " " "	2.25

As witness my hand and seal.

John W. Temple (SEAL)  
Examiner in Chancery.

EXCEPTANT'S EXHIBITS  
Filed Feb. 8, 1896.

EXHIBIT No. 1

Church Hill, Oct. 1st, 1897

\$75.

Eight months after date we promise to pay to the order of  
B. E. Cook Seventy five Dollars at  
Value received with interest

his  
Wm. X Coleman  
mark

No. \_\_\_\_\_  
Due Test John W. Devenish

his  
Wm. X Cuff  
mark

And on the back are the following endorsements:

June 25th, 1878  
 Cr. by Cash \$50.  
 Oct. 25th, 1878  
 Cr. by Cash \$13  
 Nov. 2nd. 1878  
 Cr. by Cash \$6.20  
 June 21st 1879  
 Cr. by Cash \$5.00

EXCEPTANT'S EXHIBIT No. 2  
 Filed Feb. 8, 1896.

No. \_\_\_\_\_

Centreville, Md. July 6 1886

THE CENTREVILLE NATIONAL BANK  
 OF MARYLAND

Pay to the Order of Thomas Coleman

Fifty Three-----95/100 Dollars.  
 In full for note of S. C. Johnson

Andrew W. Johnson

\$53.95/100

Endorsed across the check in red ink is the following:

38 Cancelled Vouchers

EXCEPTANT'S EXHIBIT No. 3  
 Filed Feb. 8, 1896.

\$28.85 Six months after date, for value received we promised to pay to Mordecai Price, administrator of James H. Biles, the sum of Twenty eight Dollars and Eighty five cents With legal interest from date, as witness our hands and seal this sixteenth day of December 1874.

Test J. M. Cecil

his  
 Wm. T. X Coleman (SEAL)  
 mark

his  
 Wm. X Cuff (SEAL)  
 mark

And on the back of the foregoing Exhibit is the following:  
 Received Dec. 2/75 of Wm. T. Colman thirty dollars & fifty cents in full of the with in not. M. Price adms. of J. H. Biles

EXCEPTANT'S EXHIBIT No. 4  
 Filed Feb. 8, 1896.

\$17.92

April 21st, 1883.

Six months after date, for value received, we, or either of us, promise to pay to Wm. H. Cecil Admr. Est. of Wm. J. Elborn Decd. or order Seventeen-----92/100Dollars, Negotiable and payable at the Centreville National Bank of Md., and if not paid at maturity, we agree to pay all costs of collection, including Attorney's Commissions.

Test W. E. Tolson Wm. T. X Coleman  
 mark

" W. E. Tolson Wm. J. X Cuff  
 mark

Due, 10/21/83

And on the back of the foregoing are the following endorsements:  
 For collection

Wil. H. Cecil

6927  
 Wm. T. Coleman  
 17.92

21/24 Oct.

EXCEPTANT'S EXHIBIT No. 5  
 Filed Feby. 8, 1896.

\$86.00/100

April 2d. 1884

Six months after date for value received, we promise to pay to the order of "THE CENTREVILLE NATIONAL BANK OF MARYLAND" the sum of Eighty Six-----00/100 Dollars, negotiable and payable at the Banking House of said Bank in the town of Centreville, Queen Anne's County, Maryland; and if not paid at maturity we further promise to pay all costs and commissions incident to the collection of same.

	Test J. F. Rolph	Thos. H. X Coursey his mark
	Test Chas. E. Hemsley	Wm. T. X Coleman his mark
Due _____	Test Chas. E. Hemsley	Wm. J. X Cuff mark
		C. H. Anthony

And on the face of the foregoing note is the following endorsement:

The Centreville National Bank of Maryland Paid Oct. 4 1884.

And on the back of the foregoing note is the following endorsement:

8716  
 Thos. H. Coursey  
 86.00  
 2/5 Oct.

ORDER OF COURT  
 Filed Feb. 29, 1896.

The testimony in this case is very unsatisfactory. We are of opinion, however, that the sum of one hundred and fifty dollars; with the proper interest thereon; is the true amount due under the mortgage; and it is, thereupon, ordered this 28th day of February 1896 that the exceptions filed to the sale above reported be and are hereby overruled; and it is further ordered that the said sale be and is hereby finally ratified and confirmed. The attorneys are allowed the usual commissions and their expenses, not personal, on filing the proper vouchers with the auditor.

FREDERICK STUMP

Filed February 29, 1896.

JOS. A. WICKES

COPY OF JUDGMENT  
 Filed March 4, 1896.

Circuit Court for Queen Anne's County November Term 1888

R. B. Roberts use of  
 E. S. Valliant

vs.

William T. Coleman  
 Thomas H. Coursey

) March 20" 1885 Judgment in favor of  
 ) the plaintiff for \$48.00/100 dollars  
 ) and \$2.60 costs of suit with interest  
 ) from date hereof till paid

) Witness my hand and seal  
 )  
 ) R. E. Graham J. P.

A true copy from my docket

Test: R. E. Graham J. P. (SEAL)

Copy filed January 9, 1889

State of Maryland Queen Anne's County, Sct: I hereby certify that the foregoing is copy of the Original Judgment filed in the Circuit Court for Queen Anne's County at the above entitled term and there is no entry, or proceeding in said Court remaining to show that said judgment or any part thereof hath been paid or-satisfied.

In Testimony whereof I hereto subscribe my name and the seal of the Circuit Court for Queen Anne's County affix this 4" day of March A. D. 1896.

Seal's  
 Place.

Wm. H. Cecil Clerk.

COPY OF JUDGMENT  
Filed March 4, 1896.

Circuit Court for Queen Anne's County November Term 1898.

R. B. Roberts use of  
E. S. Valliant

vs.

William T. Coleman  
Thomas H. Coursey

) March 20<sup>th</sup> 1885. Judgment in favor of the  
) Plaintiff for \$42.67 Cents and \$2.60 costs  
) of suit with interest from date hereof till  
) paid.

) Witness my hand and seal

) R. E. Graham J.P.

A true copy from my Docket

Test: R. E. Graham J. P. (SEAL)

Copy filed January 9, 1889.

State of Maryland Queen Anne's County Sct. I hereby certify that the foregoing is copy of the original judgment filed in the Circuit Court for Queen Anne's County at the above entitled term and; and there is no entry on proceeding in said Court remaining to show that said judgment or any part thereof, hath been paid or satisfied.

Seal's  
Place.

In testimony whereof I hereto subscribe my name and the Seal of the Circuit Court for Queen Anne's County affix this 4<sup>th</sup> day of March A. D. 1896.

Wm. H. Cecil Clerk.

THIS RELEASE, made this 16th day of June in the year eighteen hundred and ninety six by Edwin S. Valliant witnesseth:-

That the said Edwin S. Valliant doth hereby acknowledge to have received of Thomas J. Keating and B. Palmer Keating the sum of Three hundred Dollars from the proceeds of the sale of the real estate included in a mortgage from Wm. T. Coleman to Wm. Cuff and assigned to R. B. Roberts and then to said E. S. Valliant and I do hereby release, discharge, exonerate and acquit said Thomas J. Keating and B. Palmer Keating and their bond and the sureties thereto from any further debt, liability or demand, for or on account of said mortgage debt and hereby acknowledging full payment and satisfaction, as witness my hand and seal.

E. S. VALLIANT (SEAL)

TEST: T. J. KEATING JR.

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

I hereby certify that on this 6th day of June eighteen hundred and ninety-six before me, the subscriber a Justice of the Peace of the State of Md. in and for Queen Anne's Co., personally appeared Edwin S. Valliant and did acknowledge the foregoing release to be his act.

WM. W. BRYAN JR. J. P.



CAUSE NO. 3192.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Nineteenth day of January, in the year nineteen hundred and thirty nine, the following Bill of Complaint was filed for record, to wit:

Richard Bland Lee Creecy,  
infant, by Anne B. Creecy,  
his mother and next friend.

V.

Donald Brooke Creecy, jr.,  
Thomas Marsalis and  
Lillian D. Marsalis, his wife.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1 - Your Oratrix, complaining, says:

That by deed dated the 30th day of September, A. D. 1935, Eleanor R. Robins and Thomas M. Robins, her husband, and Marie Louise Reifsnider and Janet C. Reifsnider, unmarried, conveyed to Donald Brooke Creecy, Jr., and Richard Bland Lee Creecy the following described real estate and tract of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland on the waters of the Wye River and described as follows, that is to say:

Beginning at a post planted on the twentyeighth line of Bennett's Choice and running from thence South seventy-five degrees and thirty minutes East seventy-eight perches, thence South fourteen degrees West seven perches, thence South seventy-five degrees and thirty minutes East twelve perches, thence North fourteen degrees, East seven perches, thence South seventy-five degrees and thirty minutes East one hundred eight and seven-tenths perches, thence South thirty-eight degrees and forty-five minutes, West fifty-one perches, thence South eight degrees fifteen minutes, East one hundred and twenty-eight perches, thence North thirty-two degrees fifteen minutes, West twenty-six perches, thence South fifteen degrees and forty-five minutes, West fifty-four perches, thence South forty-three degrees and forty-five minutes, West one hundred and twenty perches, thence North fourteen degrees and fifteen minutes, West one hundred and twenty-two perches, thence North sixty-nine degrees fifteen minutes West eighteen perches, thence South fifty-three degrees and forty-five minutes, West fifty-eight perches, thence North eight degrees fifteen minutes, West ten perches, thence North fifty-four degrees and forty-five minutes East eighty perches, thence North two degrees fifteen minutes, West fifty-eight perches, thence South seventy-nine degrees, forty-five minutes, West seven perches, thence North thirty-two degrees fifteen minutes, West thirty perches, thence North eighty-six degrees fifteen minutes, West eighteen perches, thence North thirty-five degrees and forty-five minutes, East, twenty-four perches, from thence with a straight line to the Beginning containing two hundred and fifty-one acres.

A certified copy of the above mentioned deed marked "Plaintiff's Exhibit A" is filed herewith and prayed to be taken as a part hereof.

2 - That the title to said real estate hereinbefore described is in the said Donald Brooke Creecy, jr., and Richard Bland Lee Creecy who each own an undivided one-half interest therein.

2 - That the real estate hereinbefore described can not be divided without loss or injury to the parties interested therein and owning the same as above set forth and your oratrix is advised that she is entitled to have said real estate sold under the decree of this Court and a division of the money arising from such sale had among the parties entitled thereto according to their respective rights and interests.

4 - That your oratrix acting for and on behalf of the said Richard Bland Lee Creecy, the infant plaintiff, has joined with the said Donald Brooke Creecy, jr., the said Richard Bland Lee Creecy and the said Donald Brooke Creecy, jr., owning all of said real estate, has joined in a contract of sale to Thomas Marsalis and Lillian D. Marsalis, his wife, selling unto them said real estate, subject to the approval and ratification by this Court at and for the sum of nineteen thousand dollars (\$19,000), the terms of said sale being fully set forth in the written contract thereof which was executed in duplicate, one of the originals thereof being filed herewith and prayed to be taken as a part hereof and marked as "Plaintiff's Exhibit B".

5 - That among the other provisions and terms of said contract of sale it is provided as follows:

"The chancery proceedings to procure the ratification of this sale by the Circuit Court for Queen Anne's County in Equity shall be brought in the name of Anne B. Creecy, Mother and next friend of Richard Bland Lee Creecy, infant, against the said Donald Brooke Creecy, jr., and Thomas Marsalis and Lillian D. Marsalis, his wife.

All costs and expenses incident to the said Chancery proceedings and the usual commissions allowed trustees for selling real estate under a decree of the Circuit Court for Queen Anne's County in Equity, to be paid to Herbert H. Balch and/or such other person or persons as the Court may appoint as trustees to carry out this contract of sale, shall be borne by the parties of the first part and shall be deducted from the proceeds of sale.

The brokers' commissions to the Eastern Shore Estates Company, who brought about this sale, are to be paid by the sellers.

And it is understood that the said Herbert H. Balch shall receive the initial payment of Nineteen hundred dollars (\$1900.00), in trust, and deposit the same to his credit as Trustee in the case of "Creecy vs. Creecy" in The Centreville National Bank of Centreville, Maryland, subject to the future order of the said Circuit Court for Queen Anne's County in Equity."

6 - That your oratrix is advised that because one of the parties to said contract of sale is an infant under the age of twenty one years the said contract of sale can not be fulfilled and the said purchasers vested with the legal title to said real estate without the aid of this Honorable Court.

7 - That your oratrix avers that it will be to the interest and advantage of both the parties owning said real estate and interested therein as above set forth and all the parties to said contract of sale that the said contract of sale be ratified and confirmed by this Honorable Court for the reason that the purchase price named in said contract of sale is a fair market value for said real estate and is as much, if not more than said real estate would bring at public sale, and for other reasons to be made known as the hearing.

8 - That the initial payment of nineteen hundred dollars (\$1900.00), mentioned in said contract of sale has been paid into the hands of H. H. Balch, who is the same person known as Herbert H. Balch who has deposited the same to his credit as trustee in the case of "Creecy v. Creecy" in The Centreville National Bank of Maryland subject to the future order of this Honorable Court.

9 - That the said Donald Brooke Creecy, jr., is an adult and resides in Baltimore City, Maryland.

10 - That the said Thomas Marsalis and Lillian D. Marsalis, his wife, are adults and reside in Queen Anne's County, Maryland.

11 - That the said Richard Bland Lee Creecy is an infant under the age of twenty one years and is now a midshipman in the United States Naval Academy at Annapolis, Maryland.

TO THE END THEREFORE:

1 - That said real estate may be sold under a decree of this Court for the purpose of a partition of the proceeds of sale among the parties entitled thereto.

2 - That a division of the proceeds of said sale may be had among the parties owning said real estate according to their respective interests and rights therein under the direction of this Court.

3 - That the said contract of sale hereinbefore set forth may be confirmed and ratified by this Honorable Court.

4 - That a trustee may be appointed by this Honorable Court to convey said real estate unto the said Thomas Marsalis and Lillian D. Marsalis, vendees, their heirs and assigns, after the payment in full of said purchase price, by a good and sufficient deed conveying the fee simple title of, in and to said real estate free, clear and discharged of the rights of the parties to this bill of complaint and to said contract of sale.

5 - That said trustee may be vested with the power and authority to collect and receive said purchase money and bring the same into this Honorable Court for distribution under its order and direction.

That your oratrix may have such other and further relief as the nature of her case may require.

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the writ of subpoena against the said Donald Brooke Creecy, jr., who resides in Baltimore City, Maryland and Thomas Marsalis and Lillian D. Marsalis, his wife, who reside in Queen Anne's County aforesaid, commanding them and each of them to be and 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 BOUND, Etc.,

HENRY HERBERT BALCH  
Solicitor for Plaintiff.

ANNE B. CREECY  
Anne B. Creecy, mother and  
next friend of Richard Bland  
Lee Creecy, infant.

State of Maryland, ( )  
Baltimore City, ( ) to wit:

This is to certify that before me, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared Anne B. Creecy and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

Witness my hand and notarial seal this 16th day of January, A. D. 1939.

JOSEPH M. HASSELHOFF  
NOTARY PUBLIC.

Notary  
Public  
Seal.

Filed January 19th, 1939.

PLAINTIFF'S EXHIBIT A  
Filed January 19, 1938.

.....  
#17,450. QUEEN ANNE'S COUNTY, TO WIT:  
Be it remembered that on the Seventeenth day of January, in the year nineteen hundred and thirty six, the following Deed was brought to be recorded, to wit:

THIS DEED made this 30th day of September in the year nineteen hundred and thirty-five, by and between ELEANOR R. ROBINS, THOMAS M. ROBINS, her husband, and MARIE LOUISE REIFSNIDER and JANET C. REIFSNIDER, both of whom are unmarried, of the first part, and DONALD BROOKE CREECY, JR., and RICHARD BLAND LEE CREECY, of the second part;

WHEREAS, Mary Elizabeth Brown, who died in the City of Baltimore in the year 1894, was seized and possessed of that tract of land in Queen Anne's County, Maryland, herein after particularly described, known as "Bennett's Choice", and by her last will and testament, which is of record in the Office of the Register of Wills of Baltimore City, Maryland, in Liber T. W. M. No. 72, folio 147, etc., she devised and bequeathed the same unto her daughter, Ignatia Margaret Creecy, for life with remainder after her death to her son, Richard Bennett Creecy;

AND WHEREAS, the said life tenant, Ignatia Margaret Creecy is now dead, and the said Richard Bennett Creecy died on September 28th, 1930, and by his last will and testament, recorded among the Records of the Orphans' Court of Carroll County, Maryland, in Liber W. F. B. No. 13, folio 589, etc., he devised and bequeathed the said tract of land, under the residuary clause of his will, unto his wife, Marie Louise Reifsnider Creecy;

AND WHEREAS, the said Marie Louise Reifsnider Creecy died on October 5th, 1930, and by her last will and testament, recorded among the Records of the Orphans' Court of Carroll County, Maryland, in Liber W. F. B. No. 13, folio 590, etc., she devised and bequeathed the said tract of land, under the residuary clause of her will, unto Eleanor R. Robins, Marie Louise Reifsnider and Janet C. Reifsnider, three of the grantors herein;

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto Donald Brooke Creecy, Jr., and Richard Bland Lee Creecy, as tenants in common, their heirs and assigns, and the heirs and assigns of each of them, in fee simple, all that tract of land or farm situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the waters of the Wye River, and more particularly described as follows, that is to say:



My Commission Expires June 1936.

STATE OF MARYLAND :  
: SS.  
COUNTY OF CARROLL :

I HEREBY CERTIFY that on this 9 day of December in the year 1935, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JANET C. REIFSNIDER and acknowledged the foregoing instrument to be her act and deed.

WITNESS my hand and Notarial Seal.

L. TRUTH MAUS  
Notary .. Public.

Notary  
Public  
Seal.

My Commission expires May 3, 1937.

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. 2A, folios 340, etc., a Land Record Book for Queen Anne's County.

Seal's  
Place.

In testimony whereof I have hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 29th day of December, in the year nineteen hundred and thirty eight.

A. SYDNEY GADD JR. Clerk

Filed January 19th, 1939.

PLAINTIFF'S EXHIBIT "B"  
Filed January 19th, 1939.

THIS CONTRACT OF SALE, made this 22nd day of December, 1938, by and between Donald Brooke Creecy, Jr., of Baltimore City, State of Maryland, and Richard Bland Lee Creecy, of Baltimore City, aforesaid, infant, by Anne B. Creecy, his Mother and next friend, parties of the first part, and Thomas Marsalis and Lillian D. Marsalis, his wife, of Queen Anne's County, State of Maryland, parties of the second part;

WHEREAS, the parties of the first part are the owners in fee simple of the following described real estate, to wit:

ALL that tract of land or farm situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the waters of Wye River and containing two hundred and fifty one acres more or less, fully described in the deed bearing date the 30th day of September in the year nineteen hundred and thirty five, by and between Eleanor R. Robins and Thomas M. Robins, her husband, and Marie Louise Reifsnider and Janet C. Reifsnider, unmarried, parties of the first part and Donald Brooke Creecy Jr., and Richard Bland Lee Creecy, parties of the second part, recorded in Liber W. H. C. No. 2A, folio 340, etc., a land record book for Queen Anne's County aforesaid.

AND WHEREAS, the parties of the first part have agreed to sell unto the said parties of the second part at and for the sum of Nineteen thousand dollars (\$19,000.00), upon the terms and conditions hereinafter set forth, all that tract of land or farm hereinbefore described in the first recital of this contract of sale;

NOW, THEREFORE, in consideration of the said sum of Nineteen thousand Dollars (\$19,000.00), to be paid as hereinafter set forth, the said parties of the first part do hereby agree to sell, free and clear of all liens of whatsoever kind or nature, unto the said parties of the second part, and the said parties of the second part do hereby agree to purchase, free and clear of any and all liens of whatsoever kind or nature, from the said parties of the first part, all that tract of land or farm so as aforesaid hereinbefore described in the first recital of this contract of sale.



I, Anne B. Creecy, the undersigned, do hereby authorize H. H. Balch, attorney at law, Easton, Maryland to use my name as next friend of Richard Bland Lee Creecy, infant, plaintiff in the above entitled cause about to be instituted in this Court.

Respectfully.

ANNE B. CREECY  
Anne B. Creecy

Filed January 19-1939.

ANSWER OF THOMAS MARSALIS AND  
LILLIAN D. MARSALIS, HIS WIFE.  
Filed January 19, 1939.

RICHARD BLAND LEE CREECY,  
infant, by Anne B. Creecy,  
his mother and next friend,

vs.

DONALD BROOKE CREECY, JR.,  
et al.

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Thomas Marsalis and Lillian D. Marsalis, his wife, two of the defendants in the above entitled cause, to the Bill of Complaint filed against them, by William R. Horney, their solicitor, respectfully say:

That they admit the matters and things alleged in the Bill of Complaint and consent to the passage of such decree as may be right and proper in the premises without the necessity of taking any testimony so far as they are concerned.

And as in duty bound, etc.,

WM. R. HORNEY  
Solicitor for Thomas Marsalis and  
Lillian D. Marsalis, his wife.

ANSWER OF DONALD BROOKE CREECY JR.  
Filed January 19, 1939.

RICHARD BLAND LEE CREECY,  
infant, by Anne B. Creecy,  
his mother and next friend.

v.

DONALD BROOKE CREECY, JR.,  
Et. Al.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Donald Brooke Creecy, jr., one of the defendants in the above entitled cause to the Bill of Complaint filed against him respectfully says:

That he admits the matters and things alleged in the Bill of Complaint and consents to the passage of such decree as may be right and proper in the premises without the necessity of taking any testimony so far as he is concerned.

And as in duty bound, etc.,

DONALD B. CREECY JR.  
Defendant.

WILLIAM REDDIE  
Solicitor for Donald Brooke  
Creecy, jr.

REPLICATION  
Filed January 19, 1939.

RICHARD BLAND LEE CREECY,  
infant, by Anne B. Creecy,  
his mother and next friend,

v.

DONALD BROOKE CREECY, JR.,  
ET AL.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The plaintiff joins issue on the matters alleged in the Answers of Donald Brooke Creecy, jr., and Thomas Marsalis and Lillian D. Marsalis, his wife, so far as the same may be taken to deny or avoid the allegations of the Bill of Complaint.

ANNE B. CREECY  
Anne B. Creecy, mother and next friend  
of Richard Bland Lee Creecy.

HENRY HERBERT BALCH  
Solicitor for Plaintiff.

Filed January 19th, 1939.

DEPOSITIONS  
Filed January 19, 1939.

Richard Bland Lee Creecy et al

vs.

Daniel Brooke Creecy, Jr., et al.

In the Circuit Court for  
Queen Anne's County, in  
Equity. No. 3192.

To the Honorable, the Judges of said Court.

Henry Herbert Balch, Esq., Solicitor for the plaintiffs, having requested me to take testimony to day, January 19th., 1939, at my office in Centreville, Maryland, the witnesses appearing before me, there being present the said Henry Herbert Balch, Solicitor for the plaintiffs, I proceeded to take the following testimony, to wit:

John McKenney, the first witness, of lawful age, having been duly sworn, deposes and says

1-Q. Please state your name, age and occupation.  
A. John McKenney, 38 years old, realtor.

2-Q. Do you know the farm mentioned and known as "The Creecy Farm" or "Bennett's Choice Farm" in the Fifth Election District of Queen Anne's County on the Wye River?  
A. Yes.

3-Q. About what size farm is it?  
A. About 250 acres.

4-Q. Are there any buildings or fences on the property?  
A. No with the exception of one delapidated piece of a barn.

5-Q. Has it any possible means of anybody occupying the place as a residence?  
A. No, absolutely not. There is nothing but a piece of an open barn.

6-Q. There has been a contract entered into for the sale of this farm to Thomas Marsalis and Lillian D. Marsalis, his wife, for the sum of nineteen thousand dollars. Do you regard this to be a fair price for this tract of land?  
A. I consider it a fair price.

7-Q. Could this farm be divided among the parties interested without material loss or injury to each of them?  
A. No, it could not because of the situation on the water. You would spoil it for building purposes if you divided it up and it might be very unfair to one party or the other.

8-Q. Would it in your opinion be to the interest and advantage of all parties who now own this farm for this tract to be ratified and confirmed by the Honorable Court?  
A. It would.

Examiner's Special Question.  
A. No.

John McKenney

J. Elmer Anthony, the second witness, of lawful age, having been duly sworn, deposes and says:

1-Q. Please state your name, age and occupation.

A. J. Elmer Anthony, fifty years old, farmer.

2-Q. Do you know the farm known as "The Creecy Farm" or "Bennett's Choice Farm" referred to in these proceedings?

A. Yes, I do.

3-Q. Could this farm in your opinion be divided among the parties owning interest in it without material loss or injury?

A. No, it could not.

4-Q. Why?

A. If it were divided on the river it would give one party a greater advantage than the other and it is very difficult to discriminate between the building lot value and the farm land value.

5-Q. There has been a contract entered into for the sale of this property to Mr. Marsalis and Mrs. Marsalis. In your opinion would it be to the interest and advantage of all parties now having interest in this farm for this contract to be ratified and confirmed by the Court, the sale price being nineteen thousand dollars?

A. It would.

6-Q. Do you regard the selling price of nineteen thousand dollars to be a fair price for this property?

A. I certainly do and I think it is more than a fair price.

Examiner's Special Question.

A. No.

J. ELMER ANTHONY

There being no other witnesses to be examined or further testimony to be taken, and neither side desiring further time for the production of evidence, your Examiner makes his return and certifies that he was engaged one day in taking this testimony and examined two witnesses, making the costs chargeable to the parties of said cause:

H. B. W. Mitchell, Examiner,	- - - - -	\$4.00
John McKenney, Witness,	- - - - -	.75
J. Elmer Anthony, Witness,	- - - - -	.75
		<u>\$5.50</u>

H. B. W. MITCHELL  
EXAMINER.

Filed January 19th, 1939.

DECREE  
Filed Feb. 1, 1939.

RICHARD BLAND LEE CREECY,  
infant by Anne B. Creecy,  
his mother and next friend,

v.

DONALD BROOKE CREECY, JR.,  
ET AL.

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

No. 3192.

DECREE

The above cause standing ready for hearing and being submitted without argument the Bill of Complaint, Exhibits and other proceedings were by the Court, read and considered.

IT IS THEREUPON on this 31st day of January, 1939, by the Circuit Court for Queen Anne's County, in Equity ADJUDGED, ORDERED and DECREED as follows:

That the real estate mentioned and described in the proceedings in this cause be sold for the purpose of partition of the proceeds of sale among the parties entitled thereto it appearing to be to the interest and advantage of the infant plaintiff as well as all other parties interested in and owning the same.

That the real estate mentioned and described in these proceedings as having been sold under the contract of sale (Exhibit B) filed in this cause, to be sold to two of the defendants Thomas Marsalis and Lillian D. Marsalis, his wife, for the sum of nineteen thousand dollars, upon the terms set forth

in said contract of sale subject to the final ratification of said sale by this Court.

That H. H. Balch be and he is hereby appointed trustee to carry out the contract of sale and that before he shall proceed to act as such trustee he shall file with the Clerk of this Court a bond in the penalty of Twenty Thousand Dollars, if corporate surety is given and in double the amount if personal surety is given, with the surety or sureties to be approved by said Clerk.

That as soon as may be convenient thereafter the said trustee shall return to this Court a full and particular account of said sale with an affidavit of the truth thereof and of the fairness of said sale.

That upon the final ratification of said sale by this Court after the passage of the usual order nisi thereon and upon the payment of the whole purchase price and not before the said trustee shall by a good and sufficient deed to be by him executed and acknowledged agreeably to law convey to the purchasers the property and estate so sold to them free and clear and discharged from all claims to the parties to this cause and of those claiming by, from, through or under them, or any of them.

That the said trustee shall bring into this Court all the money arising from said sale to be distributed under the future order of this Court after deducting thereout the cost of this proceeding and such commissions to said trustee as may be determined by the audit to be hereafter filed in this cause.

THOS. J. KEATING

Filed Feb. 1, 1939.

CERTIFIED COPY OF BOND  
Filed February 4, 1939.

Queen Anne's County, to wit: Be it remembered that on the fourth day of February, nineteen hundred and thirty nine the following bond was brought to be recorded, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, that we, H. H. Balch, of Talbot County, State of Maryland, as principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty Thousand Dollars (\$20,000.00), current money of the United States of America, 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 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 fourth day of February, 1939.

WHEREAS, the above bounden H. H. Balch, by virtue of a decree of the Circuit Court for Queen Anne's County in Equity, has been appointed trustee to carry out the contract of sale of the property mentioned and described in the proceeding now pending in said Court entitled "Richard Bland Lee Creecy, infant, etc., vs. Donald Brooke Creecy, Jr., et al.", being Cause No. 3192 on the chancery docket of said Court, to two of the defendants, Thomas Marsalis and Lillian D. Marsalis, his wife, at and for the sum of Nineteen Thousand Dollars (\$19,000.00), upon the terms set forth in said contract of sale, subject to the final ratification of said sale by said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, H. H. Balch, 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.

Signed, sealed and delivered in the presence of:

Hilda T. Seward

H. H. Balch (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY.

by Wm. R. Horney  
Its Attorney-in-fact.

Corp.  
seal's  
Place.

ATTEST:

HILDA T. SEWARD



And on the back of the foregoing bond was thus endorsed, to wit:  
Security approved and bond filed February 4th., 1939.

A. Sydney Gadd Jr, Clerk.

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. 1, folio 108 etc., a Bond 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 this fourth day of February, in the year nineteen hundred and thirty nine.

Seal's Place.

A. Sydney Gadd Jr. Clerk.

REPORT OF SALE  
Filed Feb. 4, 1939.

RICHARD BLAND LEE CREECY,  
infant, by Anne B. Creecy,  
his mother and next friend,

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

V.

DONALD BROOKE CREECY, JR.,  
ET AL.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by H. H. Balch, the trustee appointed to make such sale, unto this Honorable Court respectfully shows:

That pursuant to the decree of this Honorable Court passed on the 31st day of January, 1939, your trustee did proceed to file in this cause a bond in the penalty of twenty (\$20,000.00) thousand dollars with corporate surety thereon, duly approved by the Clerk of this Court.

That thereupon he did proceed to sell the real estate mentioned and described in these proceedings which is described as follows to wit:

All that tract of land or farm situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the waters of Wye River, and more particularly described as follows, that is to say: Beginning at a post planted on the twenty-eighth line of Bennett's Choice and running from thence South seventy-five degrees and thirty minutes East seventy-eight perches, thence South fourteen degrees West seven perches, thence South seventy-five degrees and thirty minutes, East twelve perches, thence North fourteen degrees, East seven perches, thence South seventy-five degrees and thirty minutes East one hundred eight and seven-tenths perches, thence South thirty-eight degrees and forty-five minutes, West fifty-one perches, thence South eight degrees fifteen minutes East, one hundred and twenty-eight perches, thence North thirty-two degrees fifteen minutes, West twenty-six perches, thence South fifteen degrees and forty-five minutes, West fifty-four perches, thence South forty-three degrees and forty-five minutes, West one hundred and twenty perches, thence North fourteen degrees and fifteen minutes, West one hundred and twenty-two perches, thence North sixty-nine degrees fifteen minutes West eighteen perches, thence South fifty-three degrees and forty-five minutes, West fifty-eight perches, thence North eight degrees fifteen minutes, West ten perches, thence North fifty-four degrees and forty-five minutes East eighty perches, thence North two degrees fifteen minutes, West fifty-eight perches, thence South seventy-nine degrees, forty-five minutes, West seven perches, thence North thirty-two degrees fifteen minutes West thirty perches, thence North eight -six degrees fifteen minutes, East eighteen perches, thence North thirty-five degrees and forty-five minutes, East twenty-four perches, from thence with a straight line to the Beginning containing two hundred and fifty-one acres;  
Being the same tract of land which appears as Division No. 3 on the plat recorded among the Land Records of Queen Anne's County in Liber S. E. D. No. 1, folio 160, said Liber being known as one of the Judgment Record in Extenso Books in the office of the Clerk of the Circuit Court for Queen Anne's County, unto Thomas Marsalis and Lillian D. Marsalis, his wife, of Queen Anne's County aforesaid at and for the sum of nineteen thousand dollars (\$19,000.00) upon the terms and conditions set forth in the contract of sale mentioned in this cause, which contract of sale is designated as "Plaintiff's Exhibit B" and is filed herein.

That the said Thomas Marsalis and Lillian D. Marsalis, his wife, have paid unto your trustee the sum of nineteen hundred dollars (\$1,900.00) on account of the purchase price and your trustee believes that upon the final ratification of this sale by this Court that the said Thomas Marsalis and Lillian D. Marsalis, his wife, will immediately pay the balance of the said purchase money in cash.

Respectfully submitted.

H. H. BALCH  
Trustee.

Filed Feb. 4th, 1939.

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

I hereby certify that on this fourth day of February in the year nineteen hundred and thirty nine before me, the subscriber The Clerk of the Circuit Court for Queen Anne's County, personally appeared H. H. Balch, trustee in the above entitled cause, and made oath in due form of law, that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated to the best of his knowledge and belief and that the sale therein reported was fairly made.

A. SYDNEY GADD, JR. Clerk.  
A. Sydney Gadd, Jr., Clerk

Filed February 4th, 1939.

N I S I

Richard Bland Lee Creecy, infant,  
by Anne B. Creecy, his mother and  
next friend,

VS.

Donald Brooke Creecy, Jr.,  
Thomas Marsalis, and Lillian D.  
Marsalis, his wife.

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

) CHANCERY No. 3192.

ORDERED, This 4th day of February A. D., 1939, that the sale of the real estate made and reported in this cause by H. H. Balch, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of April 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 10th day of March next.

The Report states the amount of sales to be \$19,000.00.

A. Sydney Gadd, Jr. Clerk

Filed February 4th, 1939.

CERTIFICATE OF PUBLICATION OF  
ORDER NISI  
Filed April 11, 1939.

N I S I

RICHARD BLAND LEE CREECY, infant by  
ANNE B. CREECY, his mother, and next  
friend,

VS.

DOLAND BROOKE CREECY, JR., THOMAS  
MARSALIS and LILLIAN D. MARSALIS,  
his wife.

In the Circuit Court for Queen Anne's County, In Equity. Chancery No. 3192.

ORDERED, This 4th day of February A. D., 1939, that the sale of the real estate made and reported in this cause by H. H. Balch, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of April 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 10th day of March next.

The Report states the amount of sales to be \$19,000.00.

A. SYDNEY GADD, JR.

True Copy-  
Test: A. SYDNEY GADD, JR.  
Filed February, 4th, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. April 10, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Richard Bland Lee Creecy infant by Anne B. Creecy, vs. Donald Brooke Creecy, Jr. Thomas Marsalis and Lillian D. Marsalis a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 9th day of February, 1939, being more than four weeks before the 10th day of March, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING-CO.

By Bertha G. Durney

Filed April 11, 1939.

ORDER OF COURT  
Filed April 11, 1939.

ORDERED, this eleventh day of April, A. D. 1939, by the Circuit Court for Queen Anne's County, in Equity, that the sale of real estate made and reported by H. H. Balch, trustee in the aforesaid cause of Richard Bland Lee Creecy etc., v. Donald Brooke Creecy, jr., et al., said cause being numbered 3192 in this Court 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 preceding order nisi. The trustee is allowed the usual commissions and all expenses not personal upon producing proper vouchers therefor before the auditor.

THOS. J. KEATING

Filed April 11, 1939.

REPORT AND ACCOUNT OF  
THE AUDITOR  
Filed April 11, 1939.

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

Richard Bland Lee Creecy

versus

Donald Brooke Creecy, jr.  
et al.

0  
0  
0  
0  
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Cause No. 3192.

To the Honorable, the Judges of said Court:-

1. It appears from an examination of the proceedings of this cause as follows:-

(a) That at the time of the sale herein mentioned the land sold was owned by Richard Bland Lee Creecy and Donald Brooke Creecy, jr., as tenants in common, in equal parts, and that they are entitled equally to the net proceeds of the sale.

(b) That the sale herein mentioned was brought about by Eastern Shore Estates Company, real estate brokers, and that they are to be paid their brokers' commissions out of the proceeds of the sale.

(c) That Richard Bland Lee Creecy is an infant under twenty one years of age without a legal guardian within the jurisdiction of this court.

(d) That H. H. Balch was appointed by the decree of this cause to carry out the sale made as aforesaid.

2. That the Auditor has stated the within account by first charging H. H. Balch with the amount of the sale as set forth in his report of sales filed herein, and then has thereout allowed or distributed as follows:-

(1) Unto H. H. Balch, as trustee named in said decree, commissions on the amount of the sale reported by him calculated according to the usual rule of this court relating to commissions of trustees making sale of real estate under its decrees.

(2) Unto H. H. Balch, trustee, the costs of his trustee's bond filed herein paid corporate surety thereon, the court costs of these proceedings and the cost of advertising the two orders nisi of the cause.

(3) Unto Eastern Shore Estates Company commissions of 10 per cent of the gross sale according to instructions of Mr. Balch as to amount for the contract is silent as to amount.

(4) Unto the auditor his fee.

(5) The balance of gross sale remaining after these allowances constitutes the net sale and is by the within account distributed equally unto the two owners of the real estate mentioned above.

3. The share of the infant owner is distributed to remain subject to the order of the court.

April 11 1939. Which is respectfully submitted.

MADISON BROWN  
Auditor.

Cause No. 3192.

The proceeds of the sale of the real estate of Donald Brooke Creecy, junior, and Richard Bland Lee, owners as tenants in common, in equal parts of said real estate at date of decree of sale passed in this cause, in account with H. H. Balch, the trustee named in said decree to carry out the contract of sale therein mentioned.

	GR.	
1939 Feb. 4.	By amount of the gross sale of said real estate, per the report of said trustee filed this date, to wit: the sum of . . . . .	\$19,000.00
	Dr.	
" "	To H. H. Balch, said trustee, for his commission for carrying out said decree according to the rule of this court, the sum of . . . . .	\$ 805.00
	To do., for the court costs of this cause, per statement of Clerk of Court, exhibited as follows:- Costs of said Clerk . . . . . \$23.60 Appearance fee of H. H. Balch . . . . . 10.00 Appearance fee of W.R. Horney and Wm. Reddie . . . . . 10.00 Costs of Examiner . . . . . 4.00 Fees of witnesses . . . . . 1.50 Total costs . . . . . \$49.10	49.10
	To do., for the costs of his bond filed herein paid the corporate surety on said bond, per receipt account for same exhibited, the sum of . . . . .	80.00
	To do., for the costs of advertising in County newspaper the order nisi passed on the report of sale, the sum of . . . . .	5.00
	To do., for the costs of advertising the order nisi to be passed as to this account of the auditor the sum of . . . . .	3.50
	To Eastern Shore Estates Company, brokers who bought the sale mentioned in the proceedings, for their commissions for so doing, (See Auditor's Report) the sum of . . . . .	1,900.00

To Madison Brown, Auditor, for stating this account 18.00  
 2,860.60  
 To balance carried forward: . . . . . 16,139.40  
 \$19,000.00 \$19,000.00

Cause No. 3192.

The proceeds of the sale of the real estate of Donald Brooke Creecy, jr., and Richard Bland Lee Creecy, co-owners, in account with H. H. Balch, trustee.

Cr.

By balance brought forward, . . . . . \$16,139.40

Dr.

To Donald Brooke Creecy, jr.,  
 $\frac{1}{2}$  of above balance,  
 to wit: the sum of . . . . . \$ 8,069.70

To Richard Bland Lee Creecy, infant,  
 $\frac{1}{2}$  of above balance, to remain subject to the  
 order of the court,  
 to wit: the sum of . . . . . 8,069.70  
 \$16,139.40 \$16,139.40

April 11, 1939.

MADISON BROWN  
Auditor.

Filed April 11th, 1939.

NISI RATIFICATION OF AUDIT

Richard Bland Lee Creecy	)	IN THE CIRCUIT COURT
VS	)	FOR QUEEN ANNE'S COUNTY
Donald Brooke Creecy, Jr.,	)	IN EQUITY
et al.	)	CASE No. 3192.

ORDERED. This 11th day of April in the year nineteen hundred and thirty-nine, that the Report and Account filed in the-se proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of May, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of April, 1939, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR. Clerk.

Filed Apr. 11th, 1939.

CERTIFICATE OF PUBLICATION  
OF NISI RATIFICATION OF AUDIT  
Filed May 5, 1939.

RICHARD BLAND LEE CREECY  
vs.  
DONALD BROOKE CREECY, JR.,  
et al.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 3192.

ORDERED, This 11th day of April, in the year nineteen hundred and thirty-nine 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 May, 1939; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of April, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk.

True Copy-  
Test: A. SYDNEY GADD, JR., Clerk.

Filed April 11th, 1939.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 5, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of Richard Bland Lee Creecy vs. Donald Brooke Creecy Jr. et al. a true copy of which is hereby annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks the first publication thereof having been made in said newspaper on the 13th day of April 1939, being more than two weeks before the 6th day of May 1939.

THE QUEEN ANNE'S RECORD and OBSERVER  
PUBLISHING CO.

By BERTHA G. DURNEY

Filed May 5, 1939.

AGREEMENT

Filed May 9, 1939.

We the undersigned agree that The Eastern Shore Estates Co. of Centreville Md. brought about the sale of Hickory Ridge Farm to Thomas Marsalis and Lillian D. Marsalis. We further agree to pay The Eastern Shore Estates Co. Nineteen Hundred Dollars commission upon the completion of the sale and passing of the deed.

DONALD BROOKE CREECY JR.

RICHARD BLAND LEE CREECY  
By Anne B. Creecy.  
His mother and next Friend

Filed May 9, 1939.

ORDER OF COURT  
Filed May 9, 1939.

RICHARD BLAND LEE CREECY

vs.

DONALD BROOKE CREECY, jr.,  
et al.

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CAUSE NO. 3192.

FINAL RATIFICATION OF AUDIT

ORDERED, this 9th day of May, 1939, 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 case to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceding nisi Ratification of audit passed thereon in this cause; and the trustee, H. H. Balch, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with a due proportion of interest on the credit sales as the same has been or may hereafter be received by said trustee. The matter of the amount of commissions due the Eastern Shore Estates Co. being as per memo of agreement filed on the date hereof.

THOS. J. KEATING

Filed May 9, 1939.

PETITION

Filed July 22, 1939.

PETITION  
Filed July 22, 1939.

RICHARD BLAND LEE CREECY,  
infant, by Anne B. Creecy,  
his mother and next friend,

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

V.

DONALD BROOKE CREECY, JR.,  
ET AL.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of H. H. Balch unto this Honorable Court respectfully represents.

That by a decree of this Honorable Court heretofore passed H. H. Balch was appointed Trustee to make sale of real estate, mentioned and described in these proceedings and in this cause, to Thomas Marsalis and Lillian D. Marsalis, his wife.

That your petitioner said H. H. Balch trustee proceeded to make such sale and returned to this Court a full Report and Account of said sale with an affidavit of the truth thereof and of the fairness of said sale.

That said sale was finally ratified by this Court after the passage of the usual order Nisi and the purchase price was paid and a Deed was executed by said Trustee.

That said Trustee has brought into this Court all the money arising from said sale and submitted his report to Madison Brown, Esq., auditor of said Court and the report of said auditor has been ratified after the passage of an Order Nisi thereon.

That this Trustee has distributed all the money in accordance with the provisions of said audit (and paid all the costs) except the sum of (\$8,069.70) Eight thousand and sixty nine Dollars and Seventy Cents, representing the share of Richard Bland Lee Creecy a minor which said sum of money is on deposit in the name of H. H. Balch, Trustee in the Centreville National Bank, at Centreville, Maryland.

That upon petition of Anne B. Creecy the Mother of the said Richard Bland Creecy minor in the Orphans Court for Baltimore City the Maryland Trust Company, was, on the 20th day of July A. D. 1939 appointed by the Orphans Court for Baltimore City Guardian to Richard Bland Lee Creecy, born June 16, 1920. A certified copy of said order is hereby filed, marked "Petitioner's Exhibit A" and prayed to be taken as a part hereof.

That this petitioner the said H. H. Balch Trustee is desirous of distributing said sum of Eight Thousand and Sixty Nine Dollars and Seventy Cents (\$8,069.70) to the Maryland Trust Company in accordance with the provisions of an order of the Orphans Court of Baltimore City appointing said Maryland Trust Company Guardian of said Minor to administer the funds on deposit in the name of said infant and to collect and receive the said sum of Eight Thousand Sixty nine Dollars and Seventy Cents (\$8,069.70) representing said minor's share of the proceeds of sale of certain real estate in Queen Anne's County, Maryland in which said minor had an interest as well as any other funds or property to which said infant is or may become entitled and to hold the same subject to the further order of that Court, a Certified copy of said Order is being herewith filed and marked "Petitioner's Exhibit B" and prayed to be taken as a part hereof.

Wherefore your Petitioner prays that an order be passed authorizing and directing H. H. Balch, Trustee to distribute to the Maryland Trust Co., Guardian of Richard Bland Lee Creecy, born June 16th, 1920, the sum of Eight Thousand Sixty Nine Dollars and Seventy Cents (\$8,069.70) now on deposit in the Centreville National Bank in the name of H. H. Balch, Trustee and representing the Minor's share of the proceeds from the sale of real estate in Queen Annes Co., Maryland, as set forth in the audit herefore ratified by order of this Court.

AND AS IN DUTY BOUND ETC.

H. H. BALCH  
Trustee - Petitioner.  
H. H. Balch.

STATE OF MARYLAND,  
TALBOT COUNTY, TO WIT:

This is to certify that before me, the subscriber, a Notary Public of the State of Maryland in and for Talbot County aforesaid, personally appeared H. H. Balch, Trustee and made oath in due form of Law that the matters and things set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

Witness my Hand and Notarial Seal this 21st day of July A.

D. 1939.

LOUISE SHERWOOD ATKINSON  
Louise Sherwood Atkinson,  
Notary Public.

Notary  
Public  
Seal.

Filed July 22, 1939.

PETITIONER'S EXHIBIT "A"  
Filed July-22, 1939.

THE STATE OF MARYLAND

BALTIMORE CITY, SC:

The Subscriber, Register of Wills for Baltimore City, doth hereby certify, that it appears by the Records in his Office, that on the 20th day of July in the year of our Lord one thousand nine hundred and thirty nine Maryland Trust Company was appointed by the ORPHANS' COURT OF BALTIMORE CITY, GUARDIAN to Richard Bland Lee Creecy born June 16, 1920 Infant child of Donald B. Creecy & Anne B. Creecy Deceased and the said Maryland Trust Company being then and there present in said Court accepted of the said Guardianship, and gave Bond with securities who were approved of by the said Court, for the faithful performance of his duty as Guardian to the said infant in the penalty of \$ None required.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office this 20 day of July in the year of our Lord nineteen hundred and thirty nine.

TEST:

Seal's  
Place.

JOHN H. BOUSE  
Register of Wills for Baltimore  
City.

Filed July 22, 1939.

PETITIONER'S EXHIBIT "B"  
Filed July-22, 1939.

IN THE MATTER OF

THE ESTATE OF

DONALD B. CREECY, JR., and  
RICHARD BLAND LEE CREECY,  
Minors.

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:

IN THE  
ORPHANS' COURT  
OF  
BALTIMORE CITY

ORDER

Upon the foregoing verified petition of Anne B. Creecy, guardian of Richard Bland Lee Creecy, inor, it is ORDERED this 20th day of July, 1939, that she is hereby relieved and discharged as guardian of said Minor;

AND IT IS FURTHER ORDERED that the Maryland Trust Company is hereby appointed guardian of said minor, in her place and stead, to administer the funds on deposit in the name of said infant, as set forth in the petition, and to collect and receive the sum of \$8,069.70, representing said minor's share of the proceeds from the sale of certain real estate in Queen Anne's County, Maryland, in which said minor had an interest, as well as any other funds or property to which said infant is or may become entitled, and to hold the same subject to the further order of this Court.

PHILIP L. SYKES

LEO J. CUMMINGS

SAMUEL LASCH  
Judges.

Judges

Filed July 22, 1939.



IN TESTIMONY,

That the foregoing is a true copy taken from one of the Records of the proceedings of the Orphans' Court of Baltimore City. I hereunto subscribe my name and affix the seal of the said Court, the 20th day of July in the year of our Lord nineteen hundred and thirty nine.

Seal's  
Place.

TEST:

JOHN H. BOUSE  
Register of Wills for Baltimore City.

ORDER OF COURT  
Filed July 22, 1939.

ORDER

The above Petition and Exhibits having been submitted and read and upon the petition and affidavit of H. H. Balch, Trustee it is thereupon this 21st day of July 1939 by the Circuit Court for Queen Anne's County, in Equity ordered and decreed that H. H. Balch, Trustee be and he is hereby authorized and directed to distribute to the Maryland Trust Company, Guardian of Richard Bland Lee Creecy born June 16, 1920 the sum of \$8,069.70 now on deposit in the Centreville National Bank in the name of H. H. Balch, Trustee and representing the Minor's share of the proceeds from the sale of real estate in Queen Anne's County, Maryland as set forth in the audit heretofore ratified by order of this Court.

WM. MASON SHEHAN  
Judge.

Filed July 22, 1939.



CAUSE No. 3213.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Second day of June, in the year nineteen hundred and thirty nine, the following Transcript of Record from Talbot County was filed for record, to wit:

CERTIFIED COPY OF MORTGAGE  
Filed June 2, 1939.

MORTGAGE

THE TALBOT PACKING and : Be it remembered that on this 8th day  
PRESERVING COMPANY, INCOR- : of February, A. D. 1932, at 3 o'clock P. M.  
PORATED, 1929 : the following Mortgage or Instrument of Writing  
TO : was received to be recorded, and is accordingly  
FARMERS and MERCHANTS : enrolled as follows, to-wit:  
BANK OF EASTON, MARYLAND :  
:

THIS MORTGAGE, Made this 3rd day of February in the year nineteen hundred and thirty two, by and between the Talbot Packing and Preserving Company, Incorporated 1929, a body corporate, mortgagor, of Talbot County, State of Maryland, of the first part, and The Farmers and Bank of Easton, Maryland, a body corporate, Mortgagee, of the second part.

WHEREAS, the said The Talbot Packing and Preserving Company, Incorporated 1929, duly incorporated under the laws of the State of Maryland, now stands indebted unto the Farmers and Merchants Bank of Easton, Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, in the full and just sum of Twenty Six Thousand Five Hundred Dollars, for which it has drawn and passed unto the said Farmers and Merchants Bank of Easton, Maryland, its promissory note of even date herewith, payable in four months from the date thereof, with interest at six per centum per annum, payable in advance; to better secure the payment of the aforesaid note and interest thereon, and any and all renewals thereof, in whole or in part, as the same may become due and payable and according to the tenor thereof, this mortgage is made and executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said mortgagor, the Talbot Packing and Preserving Company Incorporated 1929, doth grant and convey unto the said The Farmers and Merchants Bank of Easton, Maryland, its successors and assigns in fee-simple, all those lots or parcels of ground situate, lying and being in Talbot County, State of Maryland, improved by large canning plants, houses, dwellings, fertilizer factory, warehouses and other buildings, equipment, machinery etc, as follows:

FIRST: Beginning for the same on the Southeast side of the Delaware and Chesapeake Railroad Company, thirty three feet from the centre of the main tract, at a post driven in the ground and 346 feet from the northeast corner of Saulsbury Brothers' canning house lot, as shown upon the plat, and running South thirty seven degrees East 598 feet to the centre of the County road; thence with the centre of the same South sixty seven degrees West 220 feet to the corner of the Talbot Packing and Preserving Company lot; thence with their lot North twenty two and a quarter degrees West 540 feet to the Southeast side of the Railroad; thence with the Southeast side of the Railroad and parallel with the same thirty three feet from the centre of the main track, North thirty eight degrees East eighty feet to the beginning post; containing the quantity of one acre, three roods and thirty square perches of land, more or less, or one and fifteen sixteenths of an acre. This lot being located in the village of Cordova Talbot County aforesaid.

Being the same lot or parcel of ground which was conveyed to the Talbot Packing and Preserving Company by deed from George R. Willis and Dwight M. Ludington, Trustees, dated May 24th, 1911, and recorded in Liber No. 159, folio 283, one of the Land Record Books for Talbot County.

SECOND: All that tract of land situate, lying and being in Chapel District, Talbot County, State of Maryland, and described in a survey made for the Talbot Packing and Preserving Company as follows:

ALL that piece or lot of ground purchased of William F. Shultz in Chapel District, Talbot County, Maryland, lying and being on the Northwest side of the Maryland and Delaware Railroad and on the South side of the County Road leading from Woodland Station to Lednum's Corner. Beginning for the same at a large cedar post on the North side of the Railroad and on the West side of the aforesaid County road and running with the South side of said road North seventy three degrees West ten and one tenth perches; thence still with the road

North seventy one degrees West nine and three tenths perches to a stake three feet beyond the stream of a branch; thence with and parallel with the branch three feet from the stream South fifty degrees West twenty and a half perches, still parallel with the stream South eighteen degrees West eighteen and three tenths perches; thence still with the stream of the branch three feet from the same South eight degrees East eighteen perches to the Northwest side of the Railroad; thence with the Northwest side of said Railroad and thirty three feet from the centre of the same, North forty two and a half degrees East fifty six and three tenths perches to the beginning cedar post. Containing the quantity of five acres, one rood, thirteen square perches of land, more or less, according to the survey made by N. C. Fitzjarrel, dated January 8th, 1913, and recorded among the Land Records of Talbot County,

Being the same land which was conveyed unto the Talbot Packing and Preserving Company of Talbot County by deed from William F. Shultz and wife, dated December 31st, 1912, and recorded in Liber No. 163, folio 374, one of said Land Records.

THIRD: All and singular those two lots or parcels of ground situate, lying and being in Chapel District, Talbot County, and near the village of Cordova, and described as follows, that is to say:

1. Beginning for the first on the Eastern side of the Delaware and Chesapeake Railroad at a stone marked "Letter A", and thence running South nineteen and three fourths degrees with a ditch twenty six perches to the centre of the County road leading to Covey's Landing; thence coinciding with the centre of the County road South sixty degrees, West two hundred and one feet to a stone; thence North fifteen degrees West twenty and four tenths perches to a stone at the said Railroad; thence North forty and one half degrees East, bounding on and running with the said Railroad, two hundred feet to the place of beginning. Containing one acre, two roods and seventeen perches of land, more or less.

2. All that lot or parcel of ground adjoining lot No. 1 and bounded on the North by the Railroad and on the South by the County road beginning at a post driven in the ground on the Southeast side of the Railroad and running with the Railroad North forty and a half degrees West one hundred and fifty feet to a post in the ground; thence South nine degrees East 259 feet to the centre of the County road; thence with the centre of said road North sixty seven degrees East one hundred and fifty feet; thence North fifteen degrees West fifteen feet to a post; thence continuing with the same course three hundred and twenty one feet to the place of beginning. Containing three roods, twenty seven perches of land, more or less.

Being the same land which was conveyed unto the said Talbot Packing and Preserving Company by deed from Saulsbury Brothers, Inc. dated March 17th, 1915, and recorded in Liber No. 170, folio 123, one of said Land Records.

FOURTH: All and singular that lot of ground situate, lying and being in Chapel District, Talbot County, Maryland, near the village of Cordova, and on the East side of the Railroad adjoining the canning house of Saulsbury Brothers, and described as follows, that is to say:

1. Beginning for the same at a post driven in the ground by or near a ditch on the East side of the railroad, said post being a corner boundary of Saulsbury Brothers' lot and running from said post North thirty eight degrees East one hundred and fifty feet to a post; thence South fifty two degrees East one hundred feet to a post; thence South twenty one degrees East three hundred and ninety six feet to the centre of the County road; thence with the centre of same South sixty seven degrees West one hundred and sixty four feet to a post, a boundary of Saulsbury Brothers' lot; thence with the lot North twenty one degrees West four hundred and eleven feet to the place of beginning; containing the quantity of one acre, three roods, twelve perches of land, more or less.

2. All that lot or parcel of ground situate, lying and being in Chapel District, Talbot County, Maryland, near the village of Cordova, on the Southeast side of the Delaware and Chesapeake Railroad and Northeast of the lot conveyed by Thomas J. Sisk and wife to Nickerson and Wooters, and described as follows:

Beginning for the same on the Southeast side of said railroad at the northernmost corner of the lot conveyed to the said Nickerson and Wooters by said Sisk and wife, and running thence parallel with the said Railroad North thirty eight degrees East one hundred and sixteen feet to a stake or post; thence South twenty two and one fourth degrees East five hundred and forty feet to the centre of the County road; thence with the centre of said County road South sixty seven degrees West forty nine and a half feet to the said lot above conveyed; thence with the said last mentioned lot North twenty one degrees West three hundred and ninety six feet; thence North fifty two degrees West one hundred feet to the place of beginning; containing two roods, twenty three square perches of land, more or less.

Being the same lots or parcels of ground which were conveyed unto the said The Talbot Packing and Preserving Company by deed from Carrie H. Wooters et al, dated the 15th day of September 1921, and recorded in Liber C. B. L. No. 207, folio 74, one of the said Land Records.

All the lots hereinbefore described being the same lands and premises which were conveyed unto the Talbot Packing and Preserving Company, Incorporated 1929, by deed from the Talbot Packing and Preserving Company of Talbot County, dated the 29th day of May, 1929, and recorded in Liber No. 218, folio 323, one of said Land Records, as by reference had thereto will the more fully and at large appear.

ALSO ALL and singular those lots or parcels of ground situate, lying and being in Queen Anne's County, Maryland, near Willoughby's Station,

and laying along the line of the Baltimore and Eastern Railroad Company's lands, adjoining the lands of the heirs of Samuel N. Smith and more particularly described as follows:

Beginning for the same at the intersection of the land belonging to the estate of Samuel N. Smith and the land agreed to be sold by Manus Boyles to the Maryland, Delaware and Virginia Railroad, and where a fence post is now driven in the ground (which is to be replaced by a stone) and running thence South sixteen degrees and forty minutes West, two hundred and thirty eight feet to a stake to be replaced by a stone; thence South eighty one degrees East, six hundred and eleven feet to a stake to be replaced by a stone; thence North sixteen degrees and forty minutes East one hundred and sixty two feet to the line of the land agreed to be sold by Manus Boyles to the Maryland, Delaware and Virginia Railroad, as aforesaid; thence with the said line South seventy seven degrees and twenty four minutes West six hundred feet to the beginning; containing the quantity of two and seventy-five hundredths acres of land, more or less.

And the said Talbot Packing and Preserving Company, Incorporated 1929, doth further grant and convey, bargain and sell unto the said Farmers and Merchants Bank of Easton, Maryland, its successors and assigns, in fee-simple, all that canning house located on the said lot of ground and all other buildings, structures and improvements thereon, together with all the fixtures, movable and immovable, of every kind, used in or about the said canning house, or other buildings, and all other things and materials used in or about said canning house in connection with the said canning house, or in the packing or canning business there conducted.

2. All that lot or parcel of land situate in Queen Anne's County, lying on the West side of the Avenue leading to Willoughby Station, and which may be described as beginning at a stone planted on said Avenue at a distance of two hundred and eighty seven feet and one inch south of the line of the Queen Anne's Railroad; and thence running South fifty two feet; thence West one hundred and forty feet; thence North fifty two feet; thence East one hundred and forty feet to the place of beginning; and containing one fifth of an acre of land, more or less, the said land being located at Willoughby.

The above two pieces of land being a part of the land which was conveyed unto the said Talbot Packing and Preserving Company of Talbot County by deed from Cover and Company, Incorporated, dated the 1st day of January, 1921, and recorded in Liber J. F. R., No. 6, folio 432, one of the Land Records of Queen Anne's County.

3. All that lot or parcel of ground improved by a frame dwelling house situated at or near Willoughby in Queen Anne's County, State of Maryland, and being on the public road leading from Willoughby to Queen Anne, and which may be described as beginning at a stone planted on said public road and running thence North one hundred and eighty feet; thence East seventy-five feet; thence South one hundred and eighty feet; thence along with said public road West seventy five feet to the place of beginning, containing one fourth of an acre of land, more or less.

Being the same land which was conveyed unto the said Talbot Packing and Preserving Company of Talbot County by deed from H. B. W. Mitchell, dated July 11th, 1921, and recorded in Liber J. F. R., No. 7, folio 164, one of the Land Records of Queen Anne's County.

4. All that lot or tract of land situate, lying and being at Willoughby Queen Anne's County, Maryland, adjoining a lot of S. Newton Smith, the Rhodes Farm and the Maryland, Delaware and Virginia Railroad Company's property, and more particularly described by metes and bounds, courses and distances, as follows:

Beginning at a stake or stone at the end of the first line of the tract of S. Newton Smith, and running with the second lot of said tract North 67 degrees West 26.38 rods to a stake along the Rhodes line; thence with the Rhodes line, North 30 degrees 15 minutes East, 51.04 rods to the Railroad property; thence with the railroad property South 67 degrees East, 20.3 rods to the public road leading to the Railroad Station; thence South 25 degrees West, 51.3 rods to the place of beginning; containing 7.427 acres of land. The survey of this property including a lot of 50 x 150 feet, which already belonged to the Talbot Packing and Preserving Company of Talbot County, the area of which is .172 acres, making the lot sold to the said grantors the quantity of 7.255 acres net, according to survey made by S. Chester Coursey, Surveyor for Queen Anne's County, Maryland, on December 20th, 1920. Being the same land which was conveyed unto the said Talbot Packing and Preserving Company by deed from J. Owen Knotts and John Palmer Smith, Attorneys, dated the 28th day of December, 1920, and recorded in Liber J. F. R., No. 6, folio 183, one of said Land Records.

This mortgage and conveyance to include all trucks, machinery and working equipment used in and about the said factories, save and except the can closing machine and the pea viners, but the pea viner installed at the Cordova plant is included herein.

TOGETHER with the buildings 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 parcels of ground and premises unto and to the proper use and benefit of the Mortgagee its successors and assigns, forever, in fee simple.

PROVIDED that if the said Mortgagor its successors and assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twenty Six Thousand, Five 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 Mortgagor The Talbot Packing and Preserving Company, Incorporated 1929, 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 Mortgagor for itself, its successors 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 Mortgagee the Farmers and Merchants Bank of Easton, Maryland, its successors or assigns, or William Mason Shehan, its or 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 days' notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's and Talbot Counties and such other notice as by the said Mortgagee, its successors 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 One Hundred 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 its successors, personal representatives and assigns under this Mortgage whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor its successors or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for itself, its successors and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be 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 commissions to trustees making sale under orders or decrees of the Circuit Court for Talbot County, in Equity, which said expenses, costs and commission the said Mortgagor for itself, its successors and assigns, does hereby covenant to pay, and the said Mortgagee its successors or assigns, or William Mason Shehan, its or 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, costs, expenses and commission.

AND the said Mortgagor The Talbot Packing and preserving Company, Incorporated 1929 for itself, its successors and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty Thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee its successors and assigns.

WITNESS the hand and seal of the President of The Talbot Packing and Preserving Company, Incorporated, 1929, and the corporate seal thereof, duly attested by its Secretary.

Edwin G. Cover (SEAL)

President of the Talbot Packing and Preserving Company, Incorporated, 1929.

TEST:

J. Roscoe Wheatley  
Secretary.

(SEALS)  
(PLACE)

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this third day of February in the year nineteen hundred and thirty-two before me, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Edwin G. Cover, President of The Talbot Packing and Preserving Company, Incorporated 1929 the Mortgagor named in the foregoing Mortgage and acknowledged the foregoing Mortgage to be the act of said corporation. At the same time also appeared P. K. Wright, Cashier of the Farmers and Merchants Bank of Easton, Maryland the 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.

Witness my hand and Notarial Seal:

Edna V. Killen  
Notary Public.

(SEALS)

(PLACE)

FOR VALUE RECEIVED, the annexed mortgage (being the mortgage from The Talbot Packing and Preserving Company, Incorporated 1929, to The Farmers and Merchants Bank of Easton, Maryland, dated February 3rd., 1932, in the principal sum of Twenty-six Thousand Five Hundred (\$26,500.00) Dollars, and duly of record in Liber T. J. F. No. 228, Folio 75, etc., one of the Land Records of Talbot County, and in Liber B. H. T., No. 14, Folio 157, etc., one of the Land Records of Queen Anne's County), is hereby assigned unto T. Hughlett Henry for foreclosure.

AS WITNESS the corporate seal of the said The Farmers and Merchants Bank of Easton, Maryland, and the signature of its Vice-President, attested by the signature of its Cashier, this 1st day of February, A. D. 1939.

THE FARMERS AND MERCHANTS BANK OF  
EASTON, MARYLAND.

By Alonzo L. Nichols (SEAL)  
Vice-President.

ATTEST:

P. K. Wright  
Cashier

Received and Recorded this 2 day of Feby. 1939.

T. J. Faulkner, Clerk.

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true and correct copy of the mortgage from The Talbot Packing and Preserving Company, Incorporated, 1929, to Farmers and Merchants Bank of Easton, Maryland copied from Liber T. J. F. No. 228, folio 75, etc., one of the Land Records of Talbot County, and filed in the Circuit Court for Talbot County, in Equity, in a certain proceeding for foreclosure of mortgage entitled "T. Hughlett Henry, Assignee versus Talbot Packing and Preserving Company, Incorporated 1929", being No. 2373 Chancery, pending in said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County, this 26th day of May, A. D. 1939.

T. J. FAULKNER

CLERK OF THE CIRCUIT COURT FOR  
TALBOT COUNTY.

Seal's  
Place.

Filed June 2, 1939.

CERTIFIED COPY OF BOND  
Filed June 2, 1939.

KNOW ALL MEN BY THESE PRESENTS: That we, T. Hughlett Henry, of Talbot County, Maryland, as principal, and Hartford Accident and Indemnity Company, a body corporate of Hartford, Connecticut, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifty Thousand (\$50,000.00) Dollars to be paid to the State of Maryland aforesaid; to

the payment whereof well and truly to be made, we hereby 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 6th day of February, in the year nineteen hundred and thirty-nine.

WHEREAS, under a certain mortgage from The Talbot Packing and Preserving Company, Incorporated 1929, bearing date February 3rd, 1932, duly of record in Liber T. J. F., No. 228, Folio 75, etc., one of the Land Records of Talbot County, and also duly of record in Liber B. H. T., No. 14, Folio 157 one of the Land Records of Queen Anne's County, certain tracts, or parcels, of ground situate near the Town Cordova, in Talbot County, State of Maryland, and certain tracts situated at Willoughby, in Queen Anne's County, State of Maryland, and described in said mortgage, were conveyed to the Farmers and Merchants Bank of Easton, Maryland, to secure the re-payment of the sum of Twenty-six Thousand Five Hundred (\$26,500.00) Dollars, with interest thereon from date at the rate of six per cent per annum, as set forth in said mortgage.

AND WHEREAS, default having occurred in the covenants and conditions of said mortgage, and said mortgage having been assigned by The Farmers and Merchants Bank of Easton, Maryland, to T. Hughlett Henry for foreclosure; and whereas, the said T. Hughlett Henry, Assignee for foreclosure, is about to sell the tracts of land and premises described in said mortgage.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden, T. Hughlett Henry, Assignee for foreclosure, as aforesaid, shall well and faithfully perform the duties imposed upon him under the terms and conditions of said mortgages, and shall abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged premises; or the proceeds thereof; then the above obligation to be void, otherwise to be in full force and effect.

T. HUGHLETT HENRY (SEAL)

WITNESS:

HARTFORD ACCIDENT & INDEMNITY CO.

Elizabeth Flynn

By: A. P. Weaver (SEAL)

Witness as to Surety:

Attorney-in-Fact.

Nellie F. Collison

The foregoing Bond is thus endorsed; to wit:

Bond approved and filed Feby. 9, 1939.

T. J. Faulkner, Clerk.

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true and correct copy of Assignee's Bond filed in the Circuit Court for Talbot County, in Equity, in a certain proceeding for foreclosure of mortgage entitled "T. Hughlett Henry, Assignee versus Talbot Packing and Preserving Company, Incorporated 1929", being No. 2373 Chancery, pending in said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County this 31st day of May, A. D. 1939.

Seal's  
Place.

T. J. FAULKNER

Clerk of the Circuit Court for  
Talbot County.

Filed June 2, 1939.

STATEMENT OF MORTGAGE CLAIM  
Filed June 2, 1939.

THE TALBOT PACKING AND PRESERVING COMPANY, INCORPORATED 1939,

to

THE FARMERS AND MERCHANTS BANK OF EASTON, MARYLAND, - - - - -DR.



1939

Mar. 2 - To amount of principal due on mortgage dated February 3rd., 1932, from The Talbot Packing and Preserving Company, Incorporated 1929, to The Farmers and Merchants Bank of Easton, Maryland, duly of record in Liber T. J. F., No. 228, Folio 75, etc., one of the Land Records of Talbot County, and in Liber B.H.T., No. 14, Folio 157, etc., one of the Land Records of Queen Anne's County, which said mortgage has been assigned to T. Hughlett Henry for foreclosure . . . . . \$26,500.00

To interest thereon from November 23rd., 1938, to March 4th., 1939 (day of sale, as advertised) . . . . . 446.08

To fire insurance on said premises paid by Bank, as follows:

September 1st., 1938 . . . . .	\$1,000.00	
December 15th., 1938 . . . . .	3,774.69	
January 18th., 1939 . . . . .	79.33	
February 8th., 1939 . . . . .	29.90	
February 23rd., 1939 . . . . .	15.15	
March 1st., 1939 . . . . .	19.17	4,918.24

To interest on fire insurance payments, as follows:

\$1,000.00 - September 1st., 1938, to March 4th., 1939 . . . . .	\$ 30.83	
\$3,774.69 - December 15th., 1938, to March 4th., 1939 . . . . .	49.70	
\$ 79.33 - January 18th., 1939, to March 4th., 1939 . . . . .	.59	
\$ 29.90 - February 8th., 1939, to March 4th., 1939 . . . . .	.12	81.24

To taxes paid on said property as follows:

February 2nd., 1939 - State and County Taxes - Queen Anne's County, 1938 . . . . .	\$ 182.10	
To interest thereon to March 4th., 1939. . . . .	.91	183.01

\$32,128.57

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of March, in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid, personally appeared Richard T. E. Forman, Executive Vice-President of The Farmers and Merchants Bank of Easton, Maryland, Mortgagee of the above mentioned mortgage from The Talbot Packing and Preserving Company, Incorporated 1929, dated February 3rd., 1932, and recorded in Liber T.J.F., No. 228, Folio 75, etc., one of the Land Records of Talbot County, and in Liber B. H. T., No. 14, Folio 157, etc., one of the Land Records of Queen Anne's County, and made oath in due form of law that the said The Queen Anne's County, and made oath in due form of law that the said The Farmers and Merchants Bank of Easton, Maryland, is the owner of said mortgage, and that the foregoing is a true statement of the amount due to said bank on said mortgage claim described therein, including interest on said mortgage to March 4th., 1939, the day of sale, and fire insurance and taxes paid; and that the said The Farmers and Merchants Bank of Easton, Maryland, has not received any security, or consideration therefor, other than the mortgage in said statement mentioned, and that the same is justly due and owing and that no part of the same has been paid.

AS WITNESS my hand and Notarial Seal.

Elizabeth Flynn  
Notary Public.

(NOTARY)  
(SEAL--)

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true and correct copy of Statement of Mortgage Claim filed in the Circuit Court for Talbot County, in Equity, in a certain proceeding for foreclosure of mortgage entitled "T. Hughlett Henry, Assignee versus Talbot Packing and Preserving Company, Incorporated 1929", being No. 2373 Chancery, pending in said Court.

Seal's  
Place.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County this 31st day of May, A. D. 1939.

T. J. FAULKNER  
Clerk of the Circuit Court for Talbot  
County.

Filed June 2, 1939.

CERTIFIED COPY OF REPORT OF  
SALE  
Filed June 2, 1939

T. HUGHLETT HENRY, ASSIGNEE,	:	IN THE CIRCUIT COURT
	:	
Vs.	:	FOR TALBOT COUNTY,
	:	
TALBOT PACKING AND PRESERVING	:	IN EQUITY,
	:	
COMPANY, INCORPORATED 1929.	:	NO. 2373 CHANCERY.
	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of T. Hughlett Henry, Assignee of a certain mortgage from the Talbot Packing and Preserving Company, Incorporated 1929, to The Farmers and Merchants Bank of Easton, Maryland, dated February 3rd., 1932, and recorded in Liber T.J.F., No. 228, Folio 75, etc., one of the Land Record Books of Talbot County, and also recorded in Liber B.H.T., No. 14, Folio 157, etc., one of the Land Record Books of Queen Anne's County, which said mortgage was duly assigned to the undersigned for foreclosure, default having occurred in the covenants and conditions of said mortgage, 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 Easton Star-Democrat, a newspaper printed in Talbot County, a certificate of publication of which advertisement is filed herewith, as part hereof, marked "Assignee's Exhibit A", and by advertisement in The Queen Anne's Record Observer, a newspaper printed in Queen Anne's County, a certificate of publication of which advertisement is filed herewith, as part hereof, marked "Assignee's Exhibit B", he did, pursuant to said notices, attend the place of sale in front of the Court House Door in the Town of Easton, Talbot County, Maryland, on the fourth day of March, in the year nineteen hundred and thirty-nine, at two thirty o'clock, P. M., and then and there proceed to sell the properties mentioned in said mortgage, and described therein as follows:

FIRST: Beginning for the same on the Southeast side of the Delaware and Chesapeake Railroad Company, thirty-three feet from the centre of the main track, at a post driven in the ground and 346 feet from the northeast corner of Saulsbury Brothers' canning house lot, as shown upon the plat, and running South thirty-seven degrees East-598 feet to the centre of the County road; thence with the centre of the same South sixty-seven degrees West 220 feet to the corner of the Talbot Packing and Preserving Company lot; thence with their lot North twenty-two and a quarter degrees West 540 feet to the Southeast side of the Railroad; thence with the Southeast side of the Railroad and parallel with the same thirty-three feet from the centre of the main track, North thirty-eight degrees East eighty feet to the beginning post; containing the quantity of one acre, three roods and thirty square perches of land, more or less, or one and fifteen-sixteenths of an acre. This lot being located in the village of Cordova, Talbot County aforesaid.

Being the same lot or parcel of ground which was conveyed to the Talbot Packing and Preserving Company by deed from George R. Willis and Dwight M. Ludington, Trustees, dated May 24th, 1911, and recorded in Liber No. 159, folio 283, one of the Land Record Books for Talbot County.

SECOND: All that tract of land situate, lying and being in Chapel District, Talbot County, State of Maryland, and described in a survey made for the Talbot Packing and Preserving Company as follows:

All that piece or lot of ground purchased of William F. Shultz in Chapel District, Talbot County, Maryland, lying and being on the Northwest side of the Maryland and Delaware Railroad and on the South side of the County road leading from Woodland Station to Lednum's Corner. Beginning for the same at a large cedar post on the North side of the Railroad and on the West side of the aforesaid County road and running with the South side of said road North seventy-three degrees West ten and one-tenth perches; thence still with the road North seventy-one degrees West nine and three-tenths perches to a stake three feet beyond the stream of a branch; thence with and parallel with the branch three feet from the stream South fifty degrees West twenty and a half perches; still parallel with the stream South eighteen degrees West eighteen and three-tenths perches; thence still with the stream of the branch three feet from the same South eight degrees East eighteen perches to the Northwest side of the Railroad; thence with the Northwest side of said Railroad and thirty-three feet from the centre of the same, North forty-two and a half degrees East fifty-six and three-tenths perches to the beginning cedar post. Containing the quantity of five acres, one rood, thirteen square perches of land, more or less, according to the survey made by N. C. Fitzjarrel, dated January 8th, 1913, and recorded among the Land Records of Talbot County.

Being the same land which was conveyed unto the Talbot Packing and Preserving Company of Talbot County by deed from William F. Shultz and wife, dated December 31st, 1912, and recorded in Liber No. 163, folio 374, one of said Land Records.

THIRD: All and singular those two lots or parcels of ground situate, lying and being in Chapel District, Talbot County, and near the village of Cordova, and described as follows, that is to say:

1. Beginning for the first on the Eastern side of the Delaware and Chesapeake Railroad at a stone marked "Letter A", and thence running South nineteen and three-fourths degrees with a ditch twenty-six perches to the centre of the County road leading to Covey's Landing; thence coinciding with the centre of the County road South sixty degrees, West two hundred and one feet to a stone; thence North fifteen degrees West twenty and four-tenths perches to a stone at the said Railroad; thence North forty and one-half degrees East bounding on and running with the said Railroad, two hundred feet to the place of beginning. Containing one acre, two roods and seventeen perches of land, more or less.

2. All that lot or parcel of ground adjoining lot No. 1 and bounded on the North by the Railroad and on the South by the County road beginning at a post driven in the ground on the Southeast side of the Railroad and running with the Railroad North forty and a half degrees West one hundred and fifty feet to a post in the ground; thence South nine degrees East 259 feet to the centre of the County road; thence with the centre of said road North sixty-seven degrees East one hundred and fifty feet; thence North fifteen degrees West fifteen feet to a post; thence continuing with the same course three hundred and twenty-one feet to the place of beginning. Containing three roods, twenty-seven perches of land, more or less.

Being the same land which was conveyed unto the said Talbot Packing and Preserving Company by deed from Saulsbury Brothers, Inc. dated March 17th, 1915, and recorded in Liber No. 170, folio 123, one of said Land Records.

FOURTH: All and singular that lot of ground situate, lying and being in Chapel District, Talbot County, Maryland, near the village of Cordova, and on the East side of the Railroad adjoining the canning house of Saulsbury Brothers, and described as follows, that is to say:

1. Beginning for the same at a post driven in the ground by or near a ditch on the East side of the railroad, said post being a corner boundary of Saulsbury Brothers' lot and running from said post North thirty-eight degrees East one hundred and fifty feet to a post; thence South fifty-two degrees East one hundred feet to a post; thence South twenty-one degrees East three hundred and ninety-six feet to the centre of the County road; thence with the centre of same South sixty-seven degrees West one hundred and sixty-four feet to a post, a boundary of Saulsbury Brothers' lot; thence with the lot North twenty-one degrees West four hundred and eleven feet to the place of beginning; containing the quantity of one acre, three roods, twelve perches of land, more or less.

2. All that lot or parcel of ground situate, lying and being in Chapel District, Talbot County, Maryland, near the village of Cordova, on the Southeast side of the Delaware and Chesapeake Railroad and Northeast of the lot conveyed by Thomas J. Sisk and wife to Nickerson and Wooters, and described as follows: Beginning for the same on the Southeast side of said railroad at the northernmost corner of the lot conveyed to the said Nickerson and Wooters by said Sisk and wife, and running thence parallel with the said Railroad North thirty-eight degrees East one hundred and sixteen feet to a stake or post; thence South twenty-two and one-fourth degrees East five hundred and forty feet to the centre of the County road; thence with the centre of said County road South sixty-seven degrees West forty-nine and a half feet to the said lot above conveyed; thence with the said last mentioned lot North twenty-one degrees West three hundred and ninety-six feet; thence North fifty-two degrees West one hundred feet to the place of beginning; containing two roods, twenty-three square perches of land, more or less.

Being the same lots or parcels of ground which were conveyed unto the said The Talbot Packing and Preserving Company by deed from Carrie H. Wooters et al, dated the 15th day of September, 1921, and recorded in Liber C. B. L. No. 207, folio 74, one of the said Land Records.

All the lots hereinbefore described being the same lands and premises which were conveyed unto the Talbot Packing and Preserving Company, Incorporated, 1929, by deed from the Talbot Packing and Preserving Company of Talbot County, dated the 29th day of May, 1929, and recorded in Liber No. 218, folio 323, one of said Land Records, as by reference had there to will the more fully and at large appear.

FIFTH. 1. All and singular those lots or parcels of ground situate, lying and being in Queen Anne's County, Maryland, near Willoughby's Station, and lying along the line of the Baltimore and Eastern Railroad Company's lands, adjoining the lands of the heirs of Samuel N. Smith and more particularly described as follows:

Beginning for the same at the intersection of the land belonging to the estate of Samuel N. Smith and the land agreed to be sold by Manus Boyles to the Maryland, Delaware and Virginia Railroad, and where a fence post is now driven in the ground (which is to be replaced by a stone) and running thence South sixteen degrees and forty minutes West, two hundred and thirty-eight feet to a stake to be replaced by a stone; thence South eighty-one degrees East, six hundred and eleven feet to a stake to be replaced by a stone; thence North sixteen degrees and forty minutes East one hundred and sixty-two feet to the line of the land agreed to be sold by Manus Boyles to the Maryland, Delaware and Virginia Railroad, as aforesaid; thence with the said line South seventy-seven degrees and twenty-four minutes West six hundred feet to the beginning; containing the quantity of two and seventy-five hundredths acres of land, more or less.

2. All that lot or parcel of land situate in Queen Anne's County, lying on the West side of the Avenue leading to Willoughby Station,

and which may be described as beginning at a stone planted on said Avenue at a distance of two hundred and eighty-seven feet and one inch south of the line of the Queen Anne's Railroad; and thence running South fifty-two feet; thence West one hundred and forty feet; thence North fifty-two feet; thence East one hundred and forty feet to the place of beginning; and containing one-fifth of an acre of land, more or less, the said land being located at Willoughby.

The above two pieces of land being a part of the land which was conveyed unto the said Talbot Packing and Preserving Company of Talbot County by deed from Cover and Company, Incorporated, dated the 1st day of January, 1921, and recorded in Liber J. F. R., No. 6, folio 432, one of the Land Records of Queen Anne's County.

3. All that lot or parcel of ground improved by a frame dwelling house situated at or near Willoughby in Queen Anne's County, State of Maryland, and being on the public road leading from Willoughby to Queen Anne, and which may be described as beginning at a stone planted on said public road and running thence North one hundred and eighty feet; thence East seventy-five feet; thence South one hundred and eighty feet; thence along with said public road West seventy-five feet to the place of beginning, containing one-fourth of an acre of land, more or less.

Being the same land which was conveyed unto the said Talbot Packing and Preserving Company of Talbot County by deed from H. B. W. Mitchell, dated July 11th, 1921, and recorded in Liber J. F. R., No. 7, folio 164, one of the Land Records of Queen Anne's County.

4. All that lot or tract of land situate, lying and being at Willoughby, Queen Anne's County, Maryland, adjoining a lot of S. Newtown Smith, the Rhodes Farm and the Maryland, Delaware and Virginia Railroad Company's property, and more particularly described by metes and bounds, courses and distances, as follows:

Beginning at a stake or stone at the end of the first line of the tract of S. Newton Smith, and running with the second lot of said tract North 67 degrees West 26.38 rods to a stake along the Rhodes line; thence with the Rhodes line, North 30 degrees 15 minutes East, 51.04 rods to the Pennsylvania Railroad property; thence with the railroad property South 67 degrees East, 20.3 rods to the public road leading to the Railroad Station; thence South 25 degrees West, 51.3 rods to the place of beginning; containing 7.427 acres of land. The survey of this property including a lot of 50 x 150 feet, which already belonged to the Talbot Packing and Preserving Company of Talbot County, the area of which is .172 acres, making the lot sold to the said grantors the quantity of 7.255 acres net, according to survey made by S. Chester Coursey, surveyor for Queen Anne's County, Maryland, on December 20th, 1920. Being the same land which was conveyed unto the said Talbot Packing and Preserving Company by deed from J. Owen Knotts and John Palmer Smith, Attorneys, dated the 28th day of December, 1920, and recorded in Liber J. F. R., No. 6, folio 183, one of said Land Records.

The above properties located in Queen Anne's County being the same lands conveyed by Talbot Packing and Preserving Company of Talbot County to Talbot Packing and Preserving Company, Incorporated 1929, by deed dated May 29th, 1929, and duly of record in Liber B. H. T., No. 9, folio 479, one of the Land Records of Queen Anne's County.

The above properties were conveyed, subject of the above mentioned mortgage, by William Mason Shehan, Assignee to Edwin G. Cover and by said Edwin G. Cover and wife to Cordova Realty Company by deeds dated March 18th, 1933 and recorded Liber T. J. F., No. 230, folio 222 and Liber T. J. F., No. 230 folio 227, respectively, land records of Talbot County, and also duly recorded among the land records of Queen Anne's County.

There is included in the above sale all canning house machinery and fixtures, together with all other machinery, fixtures and appliances, used in connection with said canning business, except can-closing machines, which are not included therein; also this sale does not include any pea viners, save and except one of the pea viners installed at the Cordova plant.

In the machinery included in this sale are eight Universal Corn Cutters, which are sold subject to balance of \$600.00 lien thereon due to Sprague Sills Corporation, secured by Conditional Sale Contract.

The improvements on said lands include two large canning factories, well equipped and advantageously located in desirable farming areas in Talbot and Queen Anne's Counties respectively. There are dwelling houses, a fertilizer factory, quarters for labor, warehouses, and a new office building at the Cordova plant, and also dwelling houses and warehouses at the Willoughby plant. These plants were both operated during 1938 by Talbot Canning Corporation.

Each of the above plants is provided with an adequate railroad siding.

At the time of said sale said Assignee announced that, pursuant to an Order of this Court, he had paid off the Conditional Contract of Sale claim of Sprague-Sells Corporation (now Food Machinery Corporation), and that the eight Universal Corn Cutters mentioned in the advertisement of sale, together with the properties advertised for sale under said mortgage, would be sold free and clear of the lien of Sprague-Sells Corporation.

Said Assignee then proceeded to offer for sale the properties described in said mortgage, and sold the same to Phillips Packing Company, Incorporated, it being then and there the highest bidder therefor, at the sum of Thirty-eight Thousand and Seven Hundred (\$38,700.00) Dollars; and said purchaser has fully complied with the terms of said sale.

Respectfully submitted,

T. Hughlett Henry  
Assignee

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of March, in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid, personally appeared T. Hughlett Henry, Assignee for foreclosure 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.

AS WITNESS my hand and Notarial Seal.

Elizabeth Flynn  
Notary Public

My commission expires May, 1939.

(SEAL)

T. HUGHLETT HENRY, ASSIGNEE	)	IN THE CIRCUIT COURT
	)	
vs.	)	For TALBOT County
	)	IN EQUITY.
TALBOT PACKING AND PRESERVING COMPANY, INCORPORATED 1929	)	
	)	

ORDERED, This 7th day of March, A. D. 1939, That the sale of the property mentioned in these proceedings made and reported by T. Hughlett Henry, Assignee Be RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 8th day of April next.

The report states the amount of sales to be \$38,700.00.

T. J. Faulkner Clerk

T. HUGHLETT HENRY, ASSIGNEE	)	IN THE CIRCUIT COURT
	)	
Vs.	)	For Talbot County, IN EQUITY
	)	
TALBOT PACKING AND PRESERVING COMPANY, INCORPORATED 1929	)	
	)	

ORDERED BY THE COURT, This 25th day of May 1939, that the sale made and reported by T. Hughlett Henry, Assignee, 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 Assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

J. Owen Knotts  
Judge.

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true and correct copy of Report of Sale, together with affidavit, order nisi and final order of Ratification of Sale thereon, filed in the Circuit Court for Talbot County, in Equity, in a certain proceeding for foreclosure of mortgage entitled "T. Hughlett Henry, Assignee versus Talbot Packing and Preserving Company, Incorporated

1929," being No. 2373 Chancery, pending in said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County this 26th day of May, A. D. 1939.

T. J. FAULKNER  
CLERK OF THE CIRCUIT COURT FOR  
TALBOT COUNTY.

Seal's  
Place.

Filed June 2, 1939.

Two Certificates of Advertisement of Sale were filed in the papers, but are not recorded, as per letter of Mr. T. Hughlett Henry, who does not think it necessary.

CERTIFICATE OF PUBLICATION OF  
ORDER NISI ON SALE IN TALBOT COUNTY  
Filed June 2, 1939.

ORDER NISI ON SALE

T. HUGHLETT HENRY,  
Assignee,

vs.

TALBOT PACKING AND PRESERVING COMPANY,  
INCORPORATED 1929

In the Circuit Court for Talbot Co. In Equity.

No. 2373 Chy.

ORDERED, This 7th day of March A. D. 1939, that the sale of the property mentioned in these proceedings made and reported by T. Hughlett Henry, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th 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 8th day of April next.

The report states the amount of sales to be \$38,700.00.

T. J. FAULKNER, Clerk.  
True Copy, Test:  
T. J. FAULKNER, Clerk.

OFFICE OF

THE EASTON STAR-DEMOCRAT

Easton, Md.

This is to certify that the annexed Order Nisi on Sale in the case of T. Hughlett Henry, Assignee vs. Talbot Packing and Preserving Co., Incorporated 1929 was published in THE EASTON STAR-DEMOCRAT, one of the newspapers printed and published in Talbot County, once in each of 4 successive weeks before the 8th day of April, A. D. 1939.

THE EASTON PUBLISHING COMPANY

Publishers of The Easton Star-Democrat

Per S. E. Shannahan

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true and correct copy of Certificate of Publication of Order Nisi on Sale published in Easton Star-Democrat, a newspaper published in Talbot County, Maryland filed in the Circuit Court for Talbot County, in Equity, in a certain proceeding for foreclosure of mortgage entitled "T. Hughlett Henry, Assignee versus Talbot Packing and Preserving Company, Incorporated 1929", being No. 2373 Chancery, pending in said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County this 31st day of May, A. D. 1939.

Seal's  
Place.

T. J. FAULKNER  
Clerk of the Circuit Court for Talbot  
County.

Filed June 2, 1939.

CERTIFICATE OF PUBLICATION  
OF ORDER NISI ON SALE IN QUEEN  
ANNE'S COUNTY  
Filed June 2, 1939.

ORDER NISI ON SALE

T. HUGHLETT HENRY,  
Assignee  
vs.  
TALBOT PACKING AND PRESERVING  
COMPANY, INCORPORATED 1929

In the Circuit Court for Talbot County In Equity.

ORDERED, This 7th day of March A. D., 1939, that the sale of the property mentioned in these proceedings made and reported by T. Hughlett Henry, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th 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 8th day of April next.

The report states the amount of sales to be \$38,700.00.

T. J. FAULKNER, Clerk.

True Copy-  
Test:

T. J. FAULKNER, Clerk.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 10 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi on Sale in the case of T. Hughlett Henry, Assignee vs. Talbot Packing and Preserving Co., Incorporated 1929 a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 9th day of March, 1939, being more than four weeks before the 8th day of April, 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That the foregoing is a true and correct copy of Certificate of Publication of Order Nisi on Sale in Queen Anne's Record-Observer, a newspaper published in Queen Anne's County, Maryland filed in the Circuit Court for Talbot County, in Equity, in a certain proceeding for foreclosure of mortgage entitled "T. Hughlett Henry, Assignee versus Talbot Packing and Preserving Company, Incorporated 1929", being No. 2373 Chancery, pending in said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County this 31st day of May, A. D. 1939.

T. J. FAULKNER

Seal's  
Place.

Clerk of the Circuit Court for  
Talbot County.

Filed June 2, 1939.





Proceeding of the C. I. B. Mitchell Cause brought forward from folio 292 in this Liber

THE FIFTH REPORT OF SALES OF REAL ESTATE BY THOS. J. KEATING & B.P. KEATING, TRUSTEE OF C.I.B. MITCHELL Filed March 6, 1886

In the Matter of the Trust Estate of C. I. B. Mitchell ) In the Circuit Court for Queen Annes County , in Equity.

To the Honorable, The Judges of the Circuit Court for Queen Annes County as a Court of equity.

The fifth report of sales of real estate by Thos. J. Keating and B. Palmer Keating Trustees in this Cause respectfully sets forth that after giving notice of the time place manner and terms of sale by a advertisement in the Centreville Observer and the Centreville Record, newspapers printed at Centreville and by hand bills, for more than three successive weeks befort the day of sale the said B. Palmer Keating one of said Trustees did attend in front of Hillyard's hotel in Queenstown on Saturday the twenty fifth day of August eighteen hundred and eight three at 3 O'clock P. M. and then and there(Thos. J. Keating the other of said Trustees being unavoidably absent) offered at public sale in separate lots the balance and unsold part of the Mitchell Lots situate on the left of the road leading from Queanstown to the Chester River Steamboat Company's Lot at Queenstown Wharf, and finding the bidding to be dull and little competition, only two of the lots offered ere struck off to the highest bidder to wit Lot designated upon the Plat of said lots filed in these proceedings as Lot No. 2 containing two roods and two perches of land more or less, located upon the creek and upon Avenue No. 1 and sold the same to Mrs. Catherine P. Emory she being the highest bidder therefor at and for the sum of two hundred and sixty one dollars, also lot designated upon said Plat as Lot No. 3 containing two roods of land more or less adjoining Lot No. 2 and sold the same to B. T. Winchester he being the highest bidder therefor at and for the sum of two hundred and seventy dollars. The terms of sale were announced to be one third of the purchase money to be paid in cash on the day of sale and the balance in two equal instalments in one and two years from the day of sale, the deferred payments to bear interest from the day of sale and to be secured by the bonds or notes of the purchasers with sureties approved by the Trustees.

The aggerate sale of real estate of Augt 25" 1883 over \$531.00 And your Trustees further report that, after giving notice of the time place manner and terms of a peremptory sale, in said newspapers and by hand bills for more than three successive weeks before the day of sale, they did pursuant to said notice they did attend in front of the Court house in Centreville on Tuesday the eighth day of July Eighteen Hundred and eighty four at 3 O' clock P. M. and then and there proceed to sell the balance and unsold part of the aforesaid Mitchell Lot on the left of the aforesaid road leading from Queenstown, in separate lot, and in manner following to wit:

They first offered Lot designated Lot No. 9 upon the Plat of said lots, located upon the curve and upon Avenue No.1 and containing two roods and four perches of land more or less and sold the same to J. R. Milligan be being the highest bidder therefor at and for ninety one dollars, they then offered the adjoining lot being Lot No. 10 located upon the Creek and upon Avenue No. 1 and containing two roods and ten perches of land, more or less and sold the same to Joseph A. Wotten he being the highest bidder therefor at and for eighty dollars.

They then offered the next adjoining lot, being Lot No. 11 located upon the Creek and upon Avenue No. 1 and containing two roods and twenty six perches of land more or less, and sold the same to James B. Bright be being the highest bidder therefor at and for eighty dollars.

They then offered lot designated Lot No. 12 upon the aforesaid Plat & located on Avenue No. 1 opposite to Lots No. 10 & 11, and containing three roods and thirty perches of land more or less, designated in the advertisement as 3 roods 30 perches and since discovered to be designated on the Plat as 3 roods 14 perches, and sold the same to Richard E. Davidson he being the highest bidder therefor at and for ninety dollars

They then offered Lot No. 13 adjoining Lot No. 12 and located on Avenue No. 2 and containing three roods and eight perches of land more or less and sold the same to Richard E. Davidson he being the highest bidder therefor at and for seventy five dollars.

They then offered Lot No. 14 adjoining Lots No. 13 & 12 and located between Avenues No. 1 & No. 2 and containing one acre and six perches of land, more or less designated in the advertisement as 1 Acre 6 perches and since discovered to be designated on the plat at 3 roods 36 perches, and sold the same to Richard E. Davidson at and for two hundred and five dollars.

They then offered Lot No. 15 adjoining Lot No. 14 and located between Avenue No. 1 & No. 2 and containing one acre and six perches of land more or less and sold the same to B. T. Winchester and R. E. Bryan they being the highest bidders therefore at and for the sum of Two hundred dollars.

They then offered Lot No. 17 located on the road leading to the Steamboat Wharf, between Avenues No. 1 & No. 2 and adjoining Lot No. 16 and containing one acre of land more or less and sold the same to John B. Brown for Saml. E. W. Friel he being the highest bidder therefor at and for five hundred and one dollars.

The terms of sale were announced to be one third of the purchase money to be paid in cash and the balance in two equal instalments in nine and eighteen months from the day of sale to be secured by notes payable in bank with interest added and with such sureties as approved by the Trustee.

The aggregate sales of real Estate of July 8th 1884 are \$1322.00 All of which is respectfully submitted.

THOS J. KEATING  
B. PALMER KEATING  
Trustees.

STATE OF MARYLAND, QUEEN ANNES COUNTY, TO WIT:

On this 6th day of March in the year eighteen hundred and eighty six before me the subscriber a Justice of the Peace of said State in and for said County personally appeared Thos. J. Keating and B. P. Keating the above named Trustees and each made oath in the Holy Evangely of Almighty God that the matters and things stated in the foregoing report are true as there in set forth, to the best of their knowledge and belief and that the sales therein reported was fairly made.

R. GOLDSBOROUGH J.P.

20" July T.J.K.

In the Matter of the Trust Estate of C. I. B. Mitchell )  
In the Circuit Court for Queen Anne's County in Equity.

Ordered this sixth day of March Eighteen hundred and eighty six that the sales made and reported by Thos. J. Keating & B. P. Keating Trustees of C.I.B. Mitchell as set forth in their fifth report of sales of real estate filed in this cause be ratified and confirmed, unless cause to the contrary thereof be shown on or before the sixth day of May next, provided a copy of this order be inserted in some newspaper printed and at Centreville once in each of three successive weeks before the Sixth day of April next.

The amount of sale reported is \$1853.00

Filed March 6" 1886.

S. C. DUDLEY, Clerk.

.....  
CERTIFICATE OF PUBLICATION OF  
ORDER NISI  
Filed May 8, 1886.

ORDER NISI

IN THE MATTER OF TRUST ESTATE OF C. J.BMITCHELL.

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

ORDERED, This sixth day of March, eighteen hundred and eighty-six, that the sales made and reported by Thomas J. Keating and B. P. Keating, Trustees of C.J.B. Mitchell, as set forth in their fifth report of sales of real estate filed in this cause, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the sixth day of May next; provided a copy of this order be inserted in some newspaper printed at Centreville, once in each of three successive weeks before the sixth day of April next.

The amount of sales reported is \$1853.00.

TRUE COPY - S. C. DUDLEY, Clerk  
Test: - S. C. DUDLEY, Clerk

Mar 9t4

We hereby certify that the annexed advertisement was inserted in the CENTREVILLE OBSERVER newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once in each of three successive weeks before the Sixth day of April 1886.

BUSTEED ROBERTS & \_\_\_\_\_  
Editors & Printers.

.....  
PETITION AND ORDER OF COURT THEREON  
FOR RESALE OF LOT NO. 9.  
Filed June 8, 1887.

In the Matter of the Trust )  
Estate of C. J.B. Mitchell. )  
No. 597.  
In the Circuit Court for Queen  
Anne's County in Equity.

To the Honorable the Judges of said Court.

The petition of Thomas J. Keating and B. Palmer Keating the Trustees in this cause under deed of trust from C.J.B. Mitchell to your honors shumbly shows. 1 st. That in execution of the authority vested in them by said deed, they did on the 25th day of August eighteen hundred and eighty-three, sell unto a certain John R. Milligan of said County a parcel of said real estate, consisting of a lot of land situate near Queenstown in said County and described in the Trustees fifth Report of Sales filed in this cause as Lot No. 9 upon the Plat of Lots filed in these proceedings and containing two roods and four perches of land more or less, at and for the sum of Ninety-one dollars one third of which was to be paid in cash on the day of sale and the balance in nine & eighteen months from the day of sale. The defered payments were to be secured by note payable in Bank with interest added and with sureties approved by the Trustees.

2nd. That the said John R. Milligan paid the one-third of said purchase money and gave his note for the balance to wit: \$60.66 payable twelve months after date, with interest from date with B. T. Winchester and T. A. Embert as sureties.

3rd. That said sale was duly reported to and finally ratified and conferred by this Court as by the said fifth Report of sale and the proceedings thereon now remaining in this Court will appear.

4th. Your petitioners charge that the said John R. Milligan has not nor has any one in his behalf paid any part of the aforesaid note for balance of purchase money of sixty dollars and sixty-six cent nor the interest thereon although he has had notice of the ratification of said, sale so made to him as aforesaid and has been required by your petitioners to pay the same your petitioners therefore pray that the said John R. Milligan may be compelled by decree or order of this Court to pay the aforesaid balance of purchase money of \$60.66 with interest from July 8, 1883 and in default thereof that the aforesaid parcel of real estate may be decreed to be sold for the purpose of raising the same or such other or further relief granted unto your petitioners as their cause may require and as in duty bound &c.

THOS. J. KEATING

B. PALMER KEATING  
Trustees.

To the Honorable The Judges of the Circuit Court for Queen Anne's County, in Equity.

This is to certify that I have read the foregoing petition of Thomas J. Keating and B. Palmer Deating Trustees exhibited against me as delinquent purchaser, and I admit the fact therein set forth, and I hereby consent agree that no conditional order be passed upon said petition as is unusual in such cases, but waive the same, and pray the court to pass an order directing then the parcel of real estate mentioned in said petition be forthwith sold by the said Trustees under such times as the Court may direct, for the payment of the aforesaid balance of purchase money of sixty six cents, with interest from July 8, 1883.

Test: B. Palmer Keating.

J. R. MILLIGAN

On consideration of the foregoing petition and anser, it is ordered, this 8th day of June, in the year eighteen hundred and eighty-seven, that the parcel of real estate called Lot No. 9, in the said petition mentioned, be sold for the payment of the unpaid purchase money thereof to wit: the sum of \$60.66, with interest from July 8, 1883, and the costs of this proceeding, by the said Trustees, on the following terms 1/3 of the purchase money to be paid in cash on the day of sale, and the balance in two equal instalments in six and twelve months from the day of sale; The deferred payments to bear interest from the day of sale and to be secured by the bond or note of the purchaser write sureties approved by the Trustees. The said sale to be at the risk of the said John R. Milligan.

JOS. A. WICKES

.....  
REPORT OF RE-SALE OF LOT NO. 9 FORMERLY  
SOLD TO J.R. MILLIGAN & ORDER OF RATIFICATION NISI  
Filed July 11, 1887.

In the Matter of the Trust Estate )  
of C.J. B. Mitchell )  
In the Circuit Court for  
Queen Anne's County  
In Equity.

To the Honorable, The Judges of the Circuit Court for Queen Anne's County. in Equity.

The report of re-sale of Lot No. 9 of the Mitchell Lots by Thomas J. Keating and B. Palmer Keating Trustees in this cause respectfully shows that after giving notice of the time, place, manner and terms of sale by advertisement in the Centreville Observer for more than twenty days before the day of sale, they did pursuant to said notice attend in front of the Court House in Centreville, on Tuesday the Fifth day of July eighteen hundred and eighty-seven at 3 o'clock P.M. and then and there offered at public sale to the highest bidder all that lot of ground and improvements where John R. Milligan resides, situate upon Queenstown Creek, near Queenstown, on the street laid out in the division of the Mitchell Lots, designated as Avenue No. 1, and marked Lot No. 9, upon the plat of said lots and containing Two Roods and Four Perches of Land, more or less, and sold the same to Thomas A. Embert he being the highest bidder therefor at and for the sum of Four Hundred Dollars who has complied with the terms of sale to the extent of giving his check to the Trustees dated July 15th, 1887 for One Hundred and Thirty three Dollars and Fifty-five Cents being for the amount of the cash payment with interest thereon from the day of sale to the date of the check.

The terms of sale as prescribed by the order of re-sale passed on the 8th day of June 1887, are one-third of the purchase money to be paid in cash on the day of sale, and the balance in two equal instalments in six and twelve months from the day of sale and to be secured by the bond or note of the purchaser with sureties approved by the Trustees. Respectfully submitted.

THOS J. KEATING

B. PALMER KEATING

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

On this eleventh day of July eighteen hundred and eighty-seven before me the subscriber a Justict of the Peace of the state in and for the said County personally appeared the within named Thomas J. Keating and B. Palmer Keating 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 reported was fairly made.

R. GOLDSBOROUGH J.P.

ORDERED this 11th day of July eighteen hundred and eighty-seven that the sale made and reported by Thomas J. Keating and B. Palmer Keating, Trustees of C.J.B. Mitchell as set forth in their report of resale of Lot No. 9 of the Mitchell Lots filed in this cause be ratified and confirmed unless cause to the contrary thereof be shown or on before the 15th day of September next provided a copy of this order be inserted in some newspaper printed in Centreville once in each of three successive weeks before the 13th day of August next.

The report states the amount of sale to be \$400.00.

S. C. DUDLEY, Clerk

Ordered this sixth day of June in the year one thousand eight hundred and eighty eight that the sale above reported 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 as directed by the preceding order. The Trustees are allowed usual commissions and all expenses nor personal on the presentation of the proper vouchers therefor before the auditor.

JNO M. ROBINSON

Filed June 6, 1888

CERTIFICATE OF PUBLICATION OF ORDER NISI Filed June 6, 1888

ORDER NISI

IN THE MATTER OF THE TRUST ESTATE OF CHARLES I. B. MITCHELL. ) No. 597 Chancery. ) Circuit Court for Queen Anne's County.

ORDERED, This 11th day of July, eighteen hundred and eighty-seven, that the sale made and reported by Thomas J. Keating and B. Palmer Keating, trustees of C.I.B. Mitchell, as set forth in their report of re-sale of Lot No. 9, of the Mitchell Lots, filed in this cause, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of September next; provided a copy of this order be inserted in some newspaper printed in Centreville once in each of three successive weeks before the 13th day of August next.

The report states the amount of sale to be \$400.00.

S. C. DUDLEY, Clerk

True Copy Test: S. C. DUDLEY, Clerk

We hereby certify that the annexed advertisement was inserted in the CENTREVILLE OBSERVER, A newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once in each of three successive weeks before the 13th day of August 1887.

BUSTEED, ROBERTS & BRO.

.....  
ORDER OF COURT  
Filed May 8, 1886.

On folio 612.

