

C A U S E N O. 3316

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 this Twenty Fourth day of April in the year nineteen hundred and forty two, the following Bill of Complaint was brought to be recorded, to wit:-

RUTH F. PRICE, Guardian to
Virginia Sears Price, infant,
CLARENCE W. JOHNSON and
WREATHA S. JOHNSON, his wife,
Plaintiffs.

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

vs

Cause No. 3316

VIRGINIA SEARS PRICE, infant,
Defendant.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining, say:

1. That your oratrix, Ruth F. Price, was appointed Guardian to Virginia Sears Price, infant, 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 infant is seized and possessed in fee simple, of a onehalf undivided interest, with Sterling Foster Price, as tenants in common, among other real estate, of a lot or parcel of land, known as the "Sraver Property", situate, lying and being on the east side of the road leading from Rock Hall to Tolchester and bounded on the south by the lands of Carolene L. Hynson, on the east by unsold lands of Thomas N. McGinnis and on the north by lands of William H. Brown, which said lot or parcel of land is particularly described in a deed from William Sraver and Ida E. Sraver, his wife, to the said Virginia Sears Price and Sterling Foster Price, as tenants in common, bearing date 14th day of August, 1935, and recorded in Liber R.A.S. No. 14, folios 351, etc., a land record book for Kent County, State of Maryland, 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 is now producing no net income and never has produced any net income, and that the buildings being in a poor state of repair, a large outlay of money for repairs, is needed 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 infant to sell her share of the real estate and invest the proceeds thereof in some productive fund for her benefit.

5. That said Guardian, deeming it to be to the interest and advantage of said infant, entered into a contract of sale, for and in behalf of said infant, along with Sterling Foster Price and Elizabeth Foster Price, his wife, agreeing to sell said lot or parcel of land, unto your orators, Clarence W. Johnson and Wreatha S. Johnson, 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 Six Hundred Dollars (\$600), the terms of said sale being fully set forth in the written contract of sale thereof, which was executed on the 1st day of April, 1942, 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 Clarence W. Johnson and Wreatha S. Johnson, his wife, are adults and reside in Montgomery County, State of Pennsylvania.

8. 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 may be sold, and the proceeds thereof re-invested in some productive fund for the benefit of said infant.

(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 one half undivided interest in said lot or parcel of land unto the said Clarence W. Johnson and Wreatha S. Johnson, 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 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 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 Virginia Sears Price, infant, commanding her to be and appear in this Court at some certain day to be named therein to answer the premises and abide by and conform to such decree as may be passed therein.

And as duty bound, etc.,

RUTH F. PRICE
Guardian of Virginia Sears Price,
infant,

CLARENCE W. JOHNSON

WREATHA S. JOHNSON
Plaintiffs.

Filed April 24th 1942.

.....
EXHIBIT "A".
Filed April 24th 1942.

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 Virginia Sears Price, infant child 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.

Seals
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 for Queen Anne's County, this 24th day of April nineteen hundred and forty two.

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

.....
EXHIBIT "B"
Filed April 24th 1942.

William Sraver et al
To
Sterling Foster Price et al.

: Be it Remembered that on this 14th
: day of Aug. 1935 there was filed to be
: recorded among the Land Records for
: Kent County, A DEED, which is in the
: following words, to wit:-

U.S.I.R.
\$1.50
8/14/35
W.S.

THIS DEED, Made this 14th day of August in the year one thousand nine hundred and thirty five by and between William Sraver and Ida E. Sraver, his wife of Kent County, State of Maryland, parties of the first part, and Sterling Foster Price and Virginia Sears Price as tenants in common, of Queen Anne's County, parties of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars (\$5.00) and other valuable consideration, the receipt of which is hereby acknowledged the said William Sraver and Ida E. Sraver, his wife do grant and convey unto the said Sterling Foster Price and Virginian Sears Price as tenants in common, their heris and assigns in fee simple, all that tract of land situate, lying and being in the Sixth Election District of Kent County aforesaid and described as follows, that is to say,

ALL THAT LOT OF LAND lying on the east side of the Public Road leading from Rock Hall to Tolchester and bounded on the south by the lands of Carolene L. Hynson, on the east by unsold lands of Thomas N. McGinnis and on the north by lands of William H. Brown and more particularly described as follows: BEGINNING in the middle of the said road at the southwest corner of the herein described land and also the northwest corner of the land of Carolene L. Hynson, and running south eighty-seven degrees thirty minutes east 737 feet to a stake; then north two degrees twenty minutes east 1428 feet to a stake; then north eighty-seven degrees thirty minutes west 737 feet to the middle of said road, then south twenty five degrees west 280 feet; then south three degrees east 1175 feet to the place of beginning, and containing twenty-five acres of land.

BEING the same tract of land conveyed to the said William Sraver and Ida E. Sraver, his wife by deed dated May 13th, 1925 and recorded among the Land Records for Kent County, Maryland in Liber R.R.A. No. 5, folio 127, etc.

SAVING AND EXCEPTING therefrom the following piece or parcel

of land: All that tract of land situate, lying and being in the Sixth Election District of Kent County aforesaid and described as follows, that is to say, BEGINNING for the same at an iron pipe driven in the ground to intersect the east right of way line of the State highway said highway having a right of way width of 40 feet, and bounded on the south by the property of William Sraver and Ida E. Sraver, and running south, 89 degrees for a distance of 806 feet to intersect the west property line of Thomas N. McGinnis and marked by an iron pipe, thence along the west property line of Thomas N. McGinnis north 3 degrees, 25 minutes east for a distance of 417.1 feet to intersect the south property line of the Pierce and DuPont property and marked by an iron pipe, thence along the south property line of the Pierce and DuPont property north 87 degrees 25 minutes west for a distance of 703.5 feet to the intersection of the east right of way line of the State highway and marked by an iron pipe, thence along the east right of way line of the State highway with a curve whose radius is 900 feet for a distance of 452 feet to the beginning, containing in all 7. 54 acres of land.

BEING the same tract of land conveyed to Aiello Construction Company by William Sraver et al by deed dated July 12th, 1930 and recorded among the Land Records for Kent County, Maryland, in Liber R.A.S. No. 5, folio 258 etc.

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 any wise appertaining.

TO HAVE AND TO HOLD the said described tract of land and the premises above described and mentioned, 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 Sterling Foster Price and Virginia Sears Price as tenants in common, their heirs and assigns, in fee simple, And The said William Sraver and Ida E. Sraver covenant that they will warrant specifically the property hereby granted and conveyed, and they will execute such further assurances of said Land as may be requisite.

WITNESS the hands and seals of the said grantors.

TEST: J. Raymond Simperts WILLIAM SRAVER (seal)
IDA E. SRAVER (seal)

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of August in the year one thousand nine hundred and thirty five before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County, aforesaid personally appeared William Sraver and Ida E. Sraver, his wife and they acknowledged the foregoing DEED to be their act.

As witness my hand and notarial seal.

Notarial J. Raymone Simperts
Seals Notary Public
Place.

And was duly recorded by, Robert A. Shallcross, Clerk .

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY that the foregoing DEED is a true copy as copied from Liber R.A.S. No. 14, folio 351, etc., a Land Record Book for Kent County.

In Testimony Whereof I hereunto set my hand and affix the Seal of the Circuit Court for County and State aforesaid this 17th day of April 1942.

ROBERT A. SHALLCROSS,
Clerk of the Circuit Court
for Kent County, Maryland.

.....
EXHIBIT "C"
Filed April 24th 1942.

THIS CONTRACT OF SALE, made this 1st day of April, 1942, by and between Sterling Foster Price and Elizabeth Foster Price, his wife, of Baltimore City, State of Maryland, and Virginia Sears Price, infant, by Ruth F. Price, her mother and legal Guardian, of Queen Anne's County, State of Maryland, parties of the first part, and Clarence W. Johnson and Wreatha S. Johnson, his wife, of Montgomery County, State of Pennsylvania, parties of the second part;

WHEREAS, the said Sterling Foster Price and Virginia Sears Price, infant, 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 buildings, being in a poor state of repair, a large outlay of money for repairs is needed to put the same in a proper state of repair to be rented to an advantage;

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

AND WHEREAS, the said Guardian, so as aforesaid deeming it to be for the benefit and advantage of said infant to sell the said real estate, she and the Sterling Foster Price and Elizabeth Foster, his wife, have agreed to sell unto the said Clarence W. Johnson and Wreatha S. Johnson, his wife, as tenants, by the entireties, at and for the sum of Six Hundred Dollars (\$600.00), upon the terms and conditions hereinafter set forth, all that lot or parcel of land described as follows, to wit:

ALL that lot of land lying on the east side of the Public Road leading from Rock Hall to Tolchester and bounded on the south by the lands of Carolene L. Hynson, on the east by unsold lands of Thomas N. McGinnis and on the north by lands of William H. Brown and more particularly described as follows: BEGINNING in the middle of the said road at the southwest corner of the herein described land and also the northwest corner of the land of Carolene L. Hynson, and running south eight-seven degrees thirty minutes east 737 feet to a stake; then north two degrees twenty minutes east 1428 feet to a stake; then north eighty-seven degrees thirty minutes west 737 feet to the middle of said road, then south twenty-five degrees west 280 feet; then south three degrees east 1175 feet to the place of beginning, and containing twenty-five 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 Sraver and Ida E. Sraver, his wife, by deed bearing date the 14th of August, 1935, and recorded in Liber R.A.S. No. 14, folio 351, etc., a land record book for Kent County, State of Maryland. Saving and excepting 7.54 acres of land conveyed to Aiello Construction Company by William Sraver et al by deed dated the 12th day of July, 1930 and recorded in Liber R.A.S. No. 5, folio 258, etc., a land record book for Kent County, State of Maryland.

NOW, THEREFORE, in consideration of the sum of Six Hundred Dollars (\$ 600.00), to be paid as hereinafter set forth, the said Ruth F. Price, Guardian as aforesaid, for and in behalf of the said Virginia Sears Price, infant, and the said Sterling Foster Price and Elizabeth Foster Price, his wife, do hereby agree to sell unto the said Clarence W. Johnson and Wreatha S. Johnson, his wife, as tenants by the entireties, and the said Clarence W. Johnson and Wreatha S. Johnson, his wife, do hereby agree to purchase from the said Sterling Foster Price and Elizabeth Foster Price, his wife, and Virginia Sears Price, infant, subject to the approval and ratification of such sale by the Circuit Court for Queen Anne's County in Equity, the lot or parcel hereinbefore described.

The aforesaid sum of Six Hundred Dollars (\$600.00) is to be paid as follows: the sum of Fifty Dollars (\$50.00) 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 Five Hundred and Fifty Dollars (\$550.00) 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.

The Terherne Associates of Chestertown, Maryland, having brought about this sale, it is hereby agreed that the vendors shall pay to them the sum of Fifty Dollars (\$ 50.00), as brokers' commissions.

Possession of said real estate shall be given on the 1st day of April, 1942, and the said Clarence W. Johnson and Wreatha S. Johnson, his wife, shall be entitled to collect the rents therefrom from and after said date.

All state and county taxes shall be adjusted as of the said 1st day of April, 1942.

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 Ruth F. Price, Guardian to Virginia Sears Price, infant, and Clarence W. Johnson and Wreatha S. Johnson, his wife, as plaintiffs, against the said Virginia Sears Price, infant, as defendant.

All costs and expenses incident to 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, shall be borne by the vendors and shall be deducted from the proceeds of sale. All other costs and expenses incident to the transfer of said real estate shall be borne by the purchasers.

And it is understood that William McK. Gibson, of Queen Anne's County, aforesaid, shall receive the initial payment of Fifty Dollars (\$50.00) and deposit the same to his credit as trustee in the case of "Price vs Price", No. 3, 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 S.F.P. and E.F.P.)

AGNES G. FOSTER

TEST: (as V.S.P. by R.F.P.)

J. FLETCHER ROLPH

STERLING FOSTER PRICE (SEAL)
Sterling Foster Price

ELIZABETH FOSTER PRICE (SEAL)
Elizabeth Foster Price

RUTH F. PRICE (SEAL)
Virginia Sears Price, by
Ruth F. Price, her mother and
legal Guardian, Vendors.

Test: (Aas to C.W.J. and W.S.J.)

CLARENCE W. JOHNSON (SEAL)
Clarence W. Johnson

WILLIAM MCK. GIBSON

WREATHA S. JOHNSON (SEAL)
Wreatha S. Johnson

Purchasers.

The parties of the first part, on receiving said above payment of \$550.00, shall at the expense of the parties of the second, execute, acknowledge and deliver to said parties of the second part, a proper deed containing a special warranty and usual covenants conveying to them the fee simple of said premises, free from all encumbrances. This clause is to be considered a part of the annexed CONTRACT OF SALE.

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed April 29th 1942.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO Virginia Sears Price

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of May next, to answer the complaint of Ruth F. Price, Guardian et al against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the first Monday of April 1942.
Issued the twenty fourth day of April 1942.

A. SYDNEY GADD JR. Clerk

William McK. Gibson
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 May next, being the Return Day.

A. SYDNEY GADD JR. Clerk

And endorsed on the back of the foregoing Subpoena is thus , to wit:

Served on Virginia Sears Price, Infant and left copy with Ruth F. Price Guardian .

EDWARD E. COURSEY Sheriff.

April 28, 1942,

.....
PETITION FOR APPOINTMENT OF
GUARDIAN AD LITEM
Filed June 26, 1942.

RUTH F. PRICE, Guardian to
Virginia Sears Price, infant
CLARENCE W. JOHNSON AND
WREATHA S. JOHNSON, his wife,
Plaintiffs,

In the Circuit Court for
Queen Anne's County, in Equity.
Cause No1 3316

vs

VIRGINIA SEARS PRICE, infant
Defendant.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Ruth F. Price, Guardian to Virginia Sears Price, infant, and Clarence W. Johnson and Wreatha S. Johnson, 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 Defendant to said Bill of Complaint, to wit: Virginia Seas Price, is infant under the age of twenty one years.
2. That the writ of subpoena heretofore issued in this cause against the said Virginia Seas Price, infant, has been duly served according to law upon the said infant as will appear from the returns of the Sheriff of Queen Anne's County endorsed on the said writ of subpoena and filed in this cause on the 29th day of April, 1942.
3. That your Petitioners are advised that because of the infancy of the said 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 infant.

Your Petitioners, therefore, pray this Honorable Court to pass an order appointing some suitable person with the jurisdiction of this Guardian Ad Litem for the said Virginia Sears Price, infant, with instructions to said Guardian Ad Litem to answer and defend the said suit for said infant.

Respectfully submitted,

WILLIAM MCK. GIBSON
Solicitor for Petitioners.

Filed June 26, 1942.

.....
ORDER OF COURT
Filed July 2nd 1942.

ORDER OF COURT

Upon the foregoing Petition, IT IS ORDERED, This 1st day of July, 1942, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Nancy D. Christian, of Queen Anne's County, State of Maryland, be and she is hereby appointed Guardian Ad Litem of Virginia Sears Price, infant, with instructions to her to answer and defend the suit instituted against the said infant by the Bill of Complaint filed in the above entitled cause.

STEPHEN R. COLLINS

Filed July 2nd, 1942.

.....
ANSWER OF GUARDIAN AD LITEM
Filed July 10, 1942.

RUTH F. PRICE, Guardian to
Virginia Sears Price, infant
CLARENCE W. JOHNSON and
WREATHA S. JOHNSON, his wife.
Plaintiffs.

In the Circuit Court for
Queen Anne's County in Equity.
Cause No. 3316

vs

VIRGINIA SEARS PRICE, infant
Defendant.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Virginia Sears Price, infant under the age of twenty one years, by Nancy D. Christian, her Guardian Ad Litem, to the Bill of Complaint of Ruth F. Price, Guardian to Virginia Sears Price, infant, and Clarence W. Johnson and Wreatha S. Johnson, his wife, exhibited against her in the above entitled cause, says:-

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 her rights to the protection of this Honorable Court.

NANCY D. CHRISTIAN
Guardian Ad Litem.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY,

TO WIT:

I HEREBY CERTIFY, that on this 10th day of June, 1942, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Nancy D. Christian, the above named Guardian Ad Litem for Virginia Sears Price, 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.

A. SYDNEY GADD JR.
Clerk of the Circuit Court.

Filed July 10, 1942.

.....
D E P O S I T I O N S
Filed July 17, 1943.

RUTH F. PRICE, Guardian of
Virginia Sears Price, infant
CLARENCE W. JOHNSON and
WREATHA S. JOHNSON, his wife.
Plaintiffss.

In the Circuit Court for Queen
Anne's County,
in Equity.
Cause No. 3316

vs

VIRGINIA SEARS PRICE, infant
Defendant.

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 23rd day of November, 1942, in the law office of William McK. Gibson, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 2:00 o'clock P.M., there being present William McK. Gibson, solicitor for the Plaintiff, Ruth F. Price, one of the Plaintiffs, and Nancy D. Christian, Guardian Ad Litem for Virginia Sears Price, infant, 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. Gibson:

- Q. 1. State your name, age, residence and occupation?
 A. Ruth F. Price, I am over 21 years of age, 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 the parties to this suit?
 A. Yes, I do. Clarence W. Johnson and Wreatha S. Johnson, his wife, and myself as Guardian, are the Plaintiffs and my daughter, Virginia Sears Price, is the Defendant.
- Q. 4. What legal relation, if any, do you bear to Virginia Sears Price?
 A. I am her 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 Virginia Sears Price, infant. (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 infant owns any real estate?
 A. Yes, she does, Several parcels.
- Q. 7. Does she own a lot or parcel of land known as "The Sraver Property", situate on the East side of the road leading from Rock Hall to Tolchester and bounded on the south by the lands of Carolene L. Hynson, on the east by unsold lands of Thomas N. McGennis and on the north by lands of William H. Brown?
 A. She owns a one-half undivided interest along with my son, Sterling Foster Price.
- Q. 8. How did she acquire title to it?
 A. By deed from William Sraver and Ida E. Sraver, his wife, bearing date the 14th day of August, 1935 and recorded in Liber R.A.S. No. 14, folio 351, etc., a Land Record Book for Kent County, State of 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 some times 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 buildings on said lot or parcel of land?
 A. They are in a very poor state of repair. It would take a great deal of money to put them into a condition which would make this farm tenable. The financial status of the guardianship funds will not permit this expenditure 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 infant to sell said lot or parcel of land and dwelling at a fair price and invest the proceeds therefrom in come productive fund?
 Give your reason for your answer.
 A. In my opinion it would certainly be to her interest and advantage. My reason for saying this is because I have been unable to rent this property for a number of years, and have been forced to pay the taxes and other expenses out of the guardianship funds from other sources. In that way it has been a drain on the guardianship estate for years.
- 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 my son, Sterling Foster Price and his wife, Elizabeth Foster Price and Clarence W. Johnson and Wreatha S. Johnson, his wife, for the sale of the Sraver Property to them, at and for the sum of \$600.00, which was entered into on the 1st day of April, 1942, subject to the approval of the Court. (Note: at this point the abovementioned paper was offered in evidence, and 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 advantage and interest of said infant?
 A. I certainly do for the reasons already stated.
- Q. 15. Do you consider the sale price of \$600.00, 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 for some time and have been unsuccessful, The offer of \$600.00 is not only the best offer I have had, but is the only offer I have had in some years. While this property might be worth more if 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, Clarence W. Johnson and Wreatha S. Johnson, 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 Clarence W. Johnson and Wreatha S. Johnson, his wife, are adults and where their residence is?
 A. They are adults and they reside in Kent County, Maryland.
 Q. 18. State whether or not Virginia Sears Price is an infant and where is her present residence?
 A. She is an infant under 18 years of age. She is at present at Southern Seminary and Junior College, Buenavista, Virginia.

EXAMINERS SPECIAL:

Do you know, or can you state, any other matter or thing which may be of advantage to the parties to this cause, or any of them or that may be material to the subject of this examination, or the matters in question between the parties? If yes, state the same fully and at large in your answer.

NO.

RUTH F. PRICE

At the suggestion of William McK. Gibson, attorney for Plaintiffs the examination of witnesses was adjourned until a future time convenient to taking testimony of the remaining witnesses:

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 14th day of July, 1943, in the law office of William McK. Gibson, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 11:00 o'clock A.M., there being present William McK. Gibson, solicitor for the Plaintiffs, Mrs. Howard Price and Mr. Percy Tucker, and Nancy D. Christian, Guardian Ad Litem for Virginia Sears Price, infant, and proceeded to take the following testimony,

Mrs. Howard 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. Gibson:

- Q. 1. State your name, age, residence and occupation.
 A. Mae H. Price, 54, Centreville, Maryland, Insurance Agent.
 Q. 2. Do you know all of the parties to this suit?
 A. I know the Price family.
 Q. 3. Do you know the lot or parcel of land and buildings on the "Sraver Property", situate on the east side of the road leading from Rock Hall to Tolchester and bounded on the south by the lands of Carolene L. Hynson, on the east by unsold lands of Thomas N. McBinnis and on the north by lands of William H. Brown?
 A. YES.
 Q. 4. Do you know it well enough to testify as to its value? Who are its present owners?
 A. Yes. It is owned by Foster Price and Ruth F. Price, Guardian for Virginia Sears Price. Each owns a one-half undivided interest.
 Q. 5. Do you know what its ability to produce income is at the present time and in its present condition?
 A. Not able to produce anything.
 Q. 6. Do you know what is the present state of the buildings?
 A. Buildings are ready to fall down.
 Q. 7. In your opinion, would it be for the benefit and advantage of said infant to sell said property and invest the proceeds therefrom in some other productive fund? Why?
 A. I certainly do. It is not bringing her in any income. No tenants could live in the buildings in the condition they are in.
 Q. 8. Mrs. Price, Ruth F. Price, as Guardian for her infant child, has entered into a contract of sale with Clarence W. Johnson and Wreatha S. Johnson, his wife, to sell this property to them as tenants by the entireties for \$600.00. 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 infant?
 A. I certainly do.

EXAMINER'S SPECIAL:

Do you know, or can you state, any other matter or thing which may be of advantage to the parties to this cause, or any of them or that may be material to the subject of this examination or the matters in question between the parties? If yes, state the same fully and at large in your answer?

No, I do not.

MAE H. PRICE

Mr. Percy Rucker, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:
 MR. GIBSON:

- Q. 1. State your name, age, residence and occupation.
 A. Percy Tucker, 68, Centreville, Maryland, BookKeeper.
 Q. 2. Do you know the parties to this suit?
 A. I know the Price family.
 Q. 3. Do you know who owns the property known as the "Sraver property"?
 A. Foster owns a one-half/interest and Ruth F. Price, as Guardian for Virginia Sears Price owns a one-half undivided interest.
 Q. 4. Do you know this property well enough to testify as to its value?
 A. Practically nothing.
 Q. 5. Mr. Tucker, Ruth F. Price, as Guardian for Virginia Sears Price, an infant, as you know, has entered into a Contract of Sale with Clarence W. Johnson and Wreatha S. Johnson, his wife, to sell them this property as tenants by the entireties for \$600.00. 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 said infant to make this sale? Give the reason for your answer.

A. It is a good price, and to the interest and advantage of the said infant. Impossible to get tenant with buildings and in the present condition, and the property is not worth the cost of repairs, and in its present condition no income can be derived from it.

EXAMINER'S SPECIAL:

Do you know, or can you state, any other matter or thing which may be of advantage to the parties to this cause, or the matters in question between the parties? If yes, state the same fully and in large you answer.

NO.

PERCY TUCKER.

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 together with his Exhibit A.B. and C, and certifies that he was engaged with such examination two days and examined three witnesses, making costs chargeable as follows, to wit:

Charles W. Tucker, Examiner,	\$ 8.00
Nancy D. Christian, Stenographer, for taking and transcribing this testimony,	5.00
Witness Fees:	
Ruth F. Price, .....	.75 (waivered)
Mrs. Howard Price .....	.75
Percy Tucker .....	.75
	<u>1.50</u>
TOTAL	\$14.50

Respectfully submitted,

CHAS. E. TUCKER
Examiner.

Filed July 17, 1943.

.....
EXHIBIT "A"
Filed Nov. 23 1942.

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 Virginia Sears Price, infant child 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 24th day of April nineteen hundred and forty two.

Seals Place)

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

.....
EXHIBIT "B"
Filed Nov. 23, 1942.

William Sraver et al. : Be it Remembered that on this 14th day
: of Aug. 1935 there was filed to be
To : recorded among the Land Records for Kent
: County, a DEED, which is in the following
Sterling Foster Price et al. : words, to wit:-
U.S.I.R.
\$1,50- 8/14/35

W.S. THIS DEED, Made this 14th day of August in the year one thousand nine hundred and thirty five by and between William Sraver and Ida E. Sraver, his wife, of Kent County, State of Maryland, parties of the first part, and Sterling Foster Price and Virginia Sears Price as tenants in common, of Queen Anne's County, parties of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars (\$5,00) and other valuable consideration, the receipt of which is hereby acknowledged the said William Sraver and Ida E. Sraver, his wife do grant and convey unto the said Sterling Foster Price and Virginia Sears Price as tenants in common, their heirs and assigns in fee simple, all that tract of land situate, lying and being in the Sixth Election District of Kent County aforesaid and described as follows, that is to say,

ALL THAT LOT OF LAND lying on the east side of the Public Road leading from Rock Hall to Tolchester and bounded on the south by the lands of Carolene L. Hynson, on the east by unsold lands of Thomas N. McGinnis and on the north by lands of William H. Brown and more particularly described as follows: BEGINNING in the middle of the said road at the southwest corner of the herein described land and also the northwest corner of the land of Carolene L. Hynson, and running south eighty-seven degrees thirty minutes east 737 feet to a stake; then north two degrees twenty minutes east 1428 feet to a stake; then north eighty-seven degrees thirty minutes west 737 feet to the middle of said road, then south twenty five degrees west 280 feet; then south three degrees east 1175 feet to the place of beginning, and containing twenty-five acres of land.

BEING the same tract of land conveyed to the said William Sraver and Ida E. Sraver, his wife by deed dated May 13th, 1925 and recorded among the Land Records for Kent County, Maryland in Liber R.R.A. No. 5, folio 127, et c.

SAVING AND EXCEPTING therefrom the following piece or parcel of land: All that tract of land situate, lying and being in the Sixth Election District of Kent County aforesaid and described as follows, that is to say, BEGINNING for the same at an iron pipe driven in the ground to intersect the east right of way line of the State highway said highway having a right of way width of 40 feet, and bounded on the south by the property of William Sraver and Ida E. Sraver, and running south, 89 degrees for a distance of 806 feet to intersect the west property line of Thomas N. McGinnis and marked by an iron pipe, thence along the west property line of Thomas N. McGinnis north 3 degrees, 25 minutes east for a distance of 417.1 feet to intersect the south property line of the Pierce and DuPont property and marked by an iron pipe, thence along the south property line of the Pierce and DuPont property north 87 degrees 25 minutes west for a distance of 703.5 feet to the intersection of the east right of way lone of the State highway and marked by an iron pipe, thence along the east right of way line of the State highway with a curve whose radius is 900 feet for a distance of 452 feet to the beginning, containing in all 7.54 acres of land.

BEING the same tract of land conveyed to Aiello Construction Company by William Sraver et al by deed dated July 12th, 1930 and recorded among the Land Records for Kent County, Maryland, in Liber R.A.S. No. 5, folio 258 etc.

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

TO HAVE AND TO HOLD the said described tract of land and the premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtances and advantages thereto, belonging or appertaining unto and to the proper use and benefit of the said Sterling Foster Price and Virginia Sears Price as tenants in common, their heirs and assigns, in fee simple. And the said William Sraver and Ida E. Sraver covenant that they will warrant specifically the property hereby granted and conveyed, and they will execute such further assurances of said Land as may be requisite.

WITNESS the hands and seals of the said grantors.

TEST: J. Raymond Simpors.

WILLIAM SRAVER (seal)

IDA E. SRAVER (seal)

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of August in the year one thousand nine hundred and thirty five before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County, aforesaid personally appeared William Sraver and Ida E. Sraver, his wife and they acknowledged the foregoing Deed to be their act.

As witness my hand and notarial seal.

Notarial Seals
Place.

J. Raymond Simpors

Notary Public

And was duly recorded, by Robert A. Shallcross, Clerk.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY that the foregoing DEED is a true copy as copied from Liber R.A.S. No. 14, folio 351, et al., a Land Record Book for Kent County.

In Testimony Whereof I hereunto set my hand and affix the seal of the Circuit Court for County and State aforesaid this 17th day of April 1942.

ROBERT A. SHALLCROSS.
Clerk of the Circuit Court
for Kent County, Maryland.

EXHIBIT "C"
 Filed Nov. 23, 1942.

THIS CONTRACT OF SALE, made this 1st day of April, 1942, by and between Sterling Foster Price and Elizabeth Foster Price, his wife, of Baltimore City, State of Maryland, and Virginia Sears Price, infant, by Ruth F. Price, her mother and legal Guardian, of Queen Anne's County, State of Maryland, parties of the first part, and Clarence W. Johnson and Wreatha S. Johnson, his wife of Montgomery County, State of Pennsylvania, parties of the second part;

WHEREAS, the said Sterling Foster Price and Virginia Sears Price, infant, 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 buildings, being in a poor state of repair, a large outlay of money for repairs is needed to put the same in a proper state of repair to be rented to an advantage;

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

AND WHEREAS, the said Guardian, so as aforesaid deeming it to be for the benefit and advantage of said infant to sell the said real estate, she and the Sterling Foster Price and Elizabeth Foster, his wife, have agreed to sell unto the said Clarence W. Johnson and Wreatha S. Johnson, his wife, as tenants by the entireties, at and for the sum of Six Hundred Dollars (\$600.00), upon the terms and conditions hereinafter set forth, all that lot or parcel of land described as follows, to wit:

ALL that lot of land lying on the east side of the Public Road leading from Rock Hall to Tolchester and bounded on the south by the lands of Carolene L. Hynson, on the east by unsold lands of Thomas N. McGinnis and on the north by lands of William H. Brown and more particularly described as follows:

BEGINNING in the middle of the said road at the southwest corner of the herein described land and also the northwest corner of the land of Carolene L. Hynson, and running south eighty-seven degrees thirty minutes east 737 feet to a stake; then north two degrees twenty minutes east 1428 feet to a stake; then north eighty-seven degrees thirty minutes west 737 feet to the middle of said road, then south twenty-five degrees west 280 feet; then south three degrees east 1175 feet to the place of beginning, and containing twenty five 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 Sraver and Ida E. Sraver, his wife, by deed bearing date the 14th of August, 1935, and recorded in Liber R.A.S. No. 14, folio 351, etc., a land record book for Kent County, State of Maryland. Saving and excepting 7.54 acres of land conveyed to Aiello Construction Company by William Sraver et al by deed dated the 12th day of July, 1930 and recorded in Liber R.A.S. No. 5, folio 258, et c., a land record book for Kent County, State of Maryland.

NOW, THEREFORE, in consideration of the sum of Six Hundred Dollars (\$ 600.00), to be paid as hereinafter set forth, the said Ruth F. Price, Guardian as aforesaid, for and in behalf of the said Virginia Sears Price, infant, and the said Sterling Foster Price and Elizabeth Foster Price, his wife, do hereby agree to sell unto the said Clarence W. Johnson and Wreatha S. Johnson, his wife, as tenants by the entireties, and the said Clarence W. Johnson and Wreatha S. Johnson, his wife, do hereby agree to purchase from the said Sterling Foster Price and Elizabeth Foster Price, his wife, and Virginia Sears Price, infant, subject to the approval and ratification of such sale by the Circuit Court for Queen Anne's County in Equity, the lot or parcel hereinbefore described.

The aforesaid sum of Six Hundred Dollars (\$ 600.00) is to be paid as follows: the sum of Fifty Dollars (\$50.00) 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 Five Hundred and Fifty Dollars (\$ 550.00) 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.

The Terherne Associates of Chestertown, Maryland, having brought about this sale, it is hereby agreed that the vendors shall pay to them the sum of Fifty Dollars (\$50.00), as brokers' commissions.

Possession of said real estate shall be given on the 1st day of April, 1942, and the said Clarence W. Johnson and Wreatha S. Johnson, his wife, shall be entitled to collect the rents therefrom from and after said date.

All state and county taxes shall be adjusted as of the said 1st day of April, 1942.

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 Ruth F. Price, Guardian to Virginia Sears Price, infant, and Clarence W. Johnson and Wreatha S. Johnson, his wife, as plaintiffs, against the said Virginia Sears Price, infant, as defendant.

All costs and expenses incident to 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, shall be borne by

the vendors and shall be deducted from the proceeds of sale. All other costs and expenses incident to the transfer of said real estate shall be borne by the purchasers.

And it is understood that William McK. Gibson, of Queen Anne's County, aforesaid, shall receive the initial payment of Fifty Dollars (\$50.00) and deposit the same to his credit as trustee in the case of "Price vs. Price", No. 3, 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 S.F.P. and E.F.P.)
AGNES G. Foster

STERLING FOSTER PRICE (SEAL)
Sterling Foster Price

ELIZABETH FOSTER PRICE (SEAL)
Elizabeth Foster Price

TEST: (as V.S.P. by R.F.P.)
J. FLETCHER ROLPH

RUTH F. PRICE (SEAL)
Virginia Sears Price, by
Ruth F. Price, her mother and legal
Guardian,
Vendors.

TEST: (as to C.W.J. and W.S.J.)
WILLIAM MC.K. GIBSON

CLARENCE W. JOHNSON (SEAL)
Clarence W. Johnson
Purchasers.

The parties of the first part, on receiving said above payment of \$550.00, shall at the expense of the parties of the second, execute, acknowledge and deliver to said parties of the second part, a proper deed containing a special warranty and usual covenants conveying to them the fee simple of said premises, free from all encumbrances. This clause is to be considered a part of the annexed CONTRACT OF SALE.

.....
D E C R E E
Filed August 9th 1943.

RUTH F. PRICE, Guardian to
Virginia Sears Price, infant
CLARENCE W. JOHNSON and
WREATHA S. JOHNSON, his wife.,
Plaintiffs.

vs

VIRGINIA SEARS PRICE, infant
Defenda nt.

: In the Circuit Court for
:
:
: Queen Anne's County,
:
: in Equity.
:
:
:
:
: Cause No. 3316
:

D E C R E E

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 9th day of August, 1943, 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 Virginia Sears Price, infant, mentioned and decr~~ibed~~ in these proceedings be sold, it appearing to the Court that a sale thereof will be to the interest and advantage of said infant, and that WILLIAM MCK. GIBSON, 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 the 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 Hundred Dollars (\$300.00), 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 interest of Virginia Seal Price in said real estate at private sale unto Clarence W. Johnson and Wreatha S. Johnson, his wife, as tenants by the entireties, at and for the sum of Three Hundred Dollars (\$300.00), the sum of Twenty Five Dollars (\$25.00) 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 Two Hundred and seventy five Dollars (\$275.00) 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 said 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.

REPORT OF SALE
Filed August 12, 1943.

RUTH F. PRICE, Guardian to
Virginia Sears Price, infant
CLARENCE W. JOHNSON and
WREATHA S. JOHNSON, his wife,
Plaintiffs,

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

Cause No. 3316

vs

VIRGINIA SEARS PRICE, infant.
Defendant.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by
William McK. Gibson, 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 9th day of August, 1943, your trustee filed in this cause a bond in the pen-
alty of Three Hundred Dollars (\$300.00), 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 12th day of August, 1943, the interest
of Virginia Sears Price in the real estate mentioned and described in these proceed-
ings, which is described as follows, to wit:

ALL that lot of land lying on the east side of the Public Road
leading from Rock Hall to Tolchester and bounded on the south by the lands of Caro-
lene L. Hynson, on the east by unsold lands of Thomas N. McGinnis and on the north
by lands of William H. Brown and more particularly described as follows: BEGINNING
in the middle of the said road at the southwest corner of the hereindescribed land
and also the northwest corner of the land of Carolene L. Hynson, and running south
eighty-seven degrees thirty minutes east 737 feet to a stake; then north two degrees
twenty minutes east 1428 feet to a stake; then north eighty-seven degrees thirty
minutes west 737 feet to the middle of said road, then south twenty five degrees
west 280 feet; then south three degrees east 1175 feet to the place of beginning,
and containing twenty-five acres of land, more or less; being the same land which
was granted and conveyed unto the said Sterling Foster and Virginia Sears Price,
as tenants in common, by William Sraver and Ida E. Sraver, his wife, by deed bearing
date the 14th day of August, 1935, and recorded in Liber R.A.S. No. 14, foli 351,
etc., a land record book for Kent County, State of Maryland, Saving and excepting
7.54 acres of land conveyed to Aiello Construction Company by William Sraver et al
by deed dated the 12th day of July, 1930, and recorded in Liber R.A.S. No. 5, folio
253, etc., a land record book for Kent County, State of Maryland.

Unto Clarence W. Johnson and Wreatha S. Johnson, his wife, as
tenants by the entireties, at and for the sum of Three Hundred Dollars (\$300.00),
upon the terms and conditions set forth in the contract of sale mentioned in this
cause which said contract of sale is designated as " Plaintiffs' Exhibit C" and
is filed herein.

3. That the said Clarence W. Johnson and Wreatha S. Johnson,
his wife, have paid unto your trustee the sum of Twenty-five Dollars (\$25.00)
on account of the purchase price, and your trustee believes that upon the final
ratification of this sale by this Court the said Clarence W. Johnson and Wreatha
S. Johnson, his wife, will immediately pay the balance of the said purchase money
in cash.

Respectfully submitted,

WILLIAM MCK. GIBSON
Trustee.

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

I HEREBY CERTIFY that on this 12th day of August, 1943, before
me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, person-
ally appeared William McK. Gibson, the trustee in the above entitled cause, and
made oath in due form of law, that the matters and facts set forth in the afore-
going REPORT OF SALE are true and bona fide as therein stated, and that the sale
was fairly made.

A. SYDNEY GADD JR.
Clerk

Filed August 12, 1943.

ORDER NISI
Filed August 12, 1943.

Ruth F. Price, Guardian to Virginia :
Sears Price, infant, :
Clarence W. Johnson and :
Wreatha S. Johnson, his wife, :
vs :
Virginia Sears Price, infant. :

In The Circuit Court for
Queen Anne's County, in Equity.
Chancery No. 3316

ORDERED , This 12th day of August A. D, 1943, that the sale of the real estate made and reported in this cause by William McK. Gibson, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th 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 sale to be \$ 300.00

Filed August 12, 1943. A. SYDNEY GADD JR. Clerk

.....
CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Oct. 8, 1943.

Ruth F. Price, Guardian to Virginia : In the Circuit Court for
Sears Price, infant :
Clarence W. Johnson and : Queen Anne's County, in Equity.
Wreatha S. Johnson, his wife, :
vs :
Virginia Sears Price, infant :

ORDERED, This 12th day of August A.D., 1943, that the sale of the real estate made and reported in this cause by William McK. Gibson, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th 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 sale to be \$300.00.

Filed August 12, 1943. A. SYDNEY GADD JR. Clerk

True Copy
Test: A. SYDNEY GADD JR. Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. October 8th , 1943

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case estate of Ruth F. Price, Guardian to Virginia Sears Price, infant, Clarence W. Johnson and Wreatha S. Johnson, his wife vs. Virginia Sears Price Chancery No. 3316 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week four successive weeks before the 20th day of September 1943, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD -OBSERVER was on the 19th day of August 1943, and the last insertion on the 9th day of September 1943.

THE QUEEN ANNE'S RECORD And OBSERVER PUBLISHING COMPANY

Filed October 8, 1943. By John H. Price.

.....
FINAL ORDER OF RATIFICATION
Filed Oct. 22nd 1943.

RUTH F. PRICE, Guardian to : In the Circuit Court for
Virginia Sears Price, infant :
CLARENCE W. JOHNSON and : Queen Anne's County,
WREATHA S. JOHNSON , his wife, :
Plaintiffs : in Equity.
vs :
VIRGINIA SEARS PRICE, infant : Cause No. 3316
Defendant. :

FINAL ORDER OF RATIFICATION

ORDERED, this 21st day of October, 1943, 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 McK. Gibson, 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 proceeding order nisi heretofore passed in this cause; and the said William McK. Gibson, Trustee 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.

STEPHEN R. COLLINS
Judge.

Filed Oct. 22nd 1943.

.....
A U D I T
Filed Jan 4 th 1943

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

Ruth F. Price, Guardian to Virginia Sears Price, :
et al. : Cause No.
versus :
Virginia Sears Price. : 3316

To the Honorable, the Judges of said Court:-

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

That it appears from the proceedings of this Cause that Virginia Sears Price, the defendant is an infant under twenty one years of age and was the owner at the time the bill of complaint was filed, of an undivided half part of certain land described in the bill of complaint and that her said interest was sold by William McK. Gibson, as trustee of this cause, for Three Hundred Dollars.

That in the within audit or account stated by this Auditor said trustee is charged with the amount of the sale of said real estate made by him, to wit: Three Hundred Dollars and that the said Trustee is by said account allowed as follows: He is allowed his commissions per rule of court, the cost of advertising the several orders nisi of the cause, the commissions allowed William G. Smyth, per decree of court, the costs of his bond, the court costs of these proceedings and the fee of the auditor.

That the amount of the gross sale remaining after these allowances is the sum of One Hundred and Seventy Two Dollars and Ninety Five Cents and this sum, being the property of said infant, is by the within account distributed to said infant, Virginia Sears Price, subject to the order of the court.

Which is respectfully submitted,

MADISON BROWN
AUDITOR.

January 3, 1943.

CAUSE NO. 3316

The proceeds of the sale of the Real Estate of Virginia Sears Price, an infant under the Guardianship of Ruth F. Price

IN ACCOUNT WITH

William McK. Gibson, the trustee appointed by the decree of this Court passed in this Cause on the ninth day of August, 1943, to sell said Real Estate.

CR.

1943
Aug.
12 By amount of the gross sale of said real estate per the report of said trustee filed in this Cause, August 12, 1943, to wit: the sum of\$300.00

DR.

1943
Aug.
12. To William McK. Gibson, the trustee named above for his commissions for making the sale, per the order of this court, passed in this cause, to wit: the sum of\$21.00

To the same trustee for the court costs of this cause per statement of costs made out by the clerk of this court exhibited, to the auditor, to wit: the appearance fee of William McKenney Gibson, as attorney filing the bill of this cause, the sum of\$ 10.00
to the clerk of this court for his costs, the sum of 25.55
to the Register of Wills, Queen Anne's County for his costs,50
to the sheriff of same county, his costs,75
to Nancy Christian, guardian ad hitem 4.00
To C. E. Tucker, Examiner, his costs, ... 8.00
to Nancy Christian, Examiner's clerk, ... 5.00
to Ruth F. Price, witness, for fee75
to Mae Price, witness, for fee75
to Percy Tucker, witness, for fee75
Total of these costs allowed, 56.05 \$ 56.05

- To the same trustee for the costs of advertising the order nisi on the sale, per receipted account for same exhibited to the auditor.....\$ 5.00
- To the same trustee for the broker's commissions paid to William G. Smyth for bringing about the sale of this cause, paid in accordance with the decree of sale passed in this cause, per receipt of said William G. Smyth exhibited, to wit; the sum of \$25.00
- To the same trustee for amount paid clerk of the Circuit Court for Talbot County for copy of deed filed in this cause with bill of complaint as exhibited B, per receipt for same exhibited, the sum of\$ 2.00

CAUSE NO. 3316

Page No. 3 of Audit.

- To William McK. Gibson, the same trustee for the cost of his bond as trustee filed in this cause, per account with receipt thereon for the same exhibited, to wit: the sum of \$ 10.00
 - To the Same Trustee 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 audit, the sum of \$ 4.50
-
- \$127.05
- To Virginia Sears Price, infant under 21 years of age, the net proceeds of the sale above mentioned, the same to remain subject to the order of this court, to wit: the sum of 172.95
-
- \$300.00 \$300.00

January 3, 1944.

MADISON BROWN
AUDITOR.

Filed Jan 4th 1943.

.....
NISI RATIFICATION OF AUDIT
Filed January 4, 1944.

NISI RATIFICATION OF AUDIT

Ruth F. Price, Guardian, et al.	In the Circuit Court for
vs	Queen Anne's County, in Equity.
Virginia Sears Price.	Cause No. 3316

ORDERED, This 4th day of January in the year nineteen hundred and forty four, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of January, 1944; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of January, 1944, in some newspaper printed and published in Queen Anne's County.

Filed January 4, 1944.

A. SYDNEY GADD JR. Clerk

CHANCERY NO. 3298

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this third day of December in the year nineteen hundred and forty four, the following Creditors Bill and Bill of Complaint was brought to be recorded, to wit:-

Wm. Marvin Barton and W. Edward Barton,
co-partners trading as BARTON BROTHERS,

VS.

William T.K. Legg and Alice Legg, his wife,
Marion Legg and Marie Legg, his wife,
Arthur K. Legg and Violet Legg, his wife,
Mary Legg Fowler and Edward Fowler, her husband,
Estelle Reehl and George Reehl, her husband,
Harry Legg and Ruth Legg, his wife,
Albert Legg and Mary Legg, his wife,
Albert Franklin Legg and Katherine I. Legg, his wife,
Helen Anderson, single,
Lawrence Anderson, single,
Lawrence Legg, single,
William Legg, infant,
Katherine Legg, infant,
Betty Anne Legg, infant,
Maude Legg Humphreys and Carl Humphreys, her husband,
James Kendall Legg, Jr., and Lola Pauline Legg, his wife,
Merritt Willis and Clara Willis, his wife,
Franklin Willis and Emma Willis, his wife,
Ernest Willis and Mary Willis, his wife,
James Willie and Maude Willis, his wife,
Florence Willis Ellis and Newton Ellie, her husband,
Anna Elizabeth Legg, infant,
Clara Willis Apel and George Apel, her husband,
Arthur Willis, single.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Your Orators, who sue as well for themselves as for all other creditors of Thomas R. Legg, late of Queen Anne's County, Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining, say:-

1. That Thomas R. Legg, late of Queen Anne's County aforesaid, departed this life on the 28th day of March, 1940, at his residence in Queen Anne's County, Maryland, intestate, and leaving insufficient personal property to pay his debts, your Orators being advised that he left no personal property and no administration has ever been granted.

2. That your Orators are undertakers who own and operate an undertaking establishment and whose place of business is at Centreville, Maryland, and they were directed to take charge of the remains of said deceased, Thomas R. Legg, and buried the same, furnishing the casket, embalming and other necessary things to give decent burial to the remains of said deceased, for which services and materials provided the estate of the said deceased became indebted unto your Orators in the sum of Eighty-five Dollars (\$85.00), as will appear by their itemized sworn account filed herewith marked "Complainants' Exhibit No. 1." and prayed to be taken as a part of this Bill.

3. That the said Thomas R. Legg died seized and possessed, intestate, of the following real estate, to wit:

Parcel No. 1. All that lot, part of a lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, near Starr, otherwise known as Hall's Cross Roads, and more particularly described as follows: Beginning in the middle of the public road from Hall's Cross Roads to Hillsboro opposite a thorn hedge, the division line between this land and the land where one George W. Legg lived in the year 1888, and running with said public road S. 46 deg, East 11 per., then S. 57- 3/4 deg. east 9-1/2 per. to the lot of land sold by Geo. W. Legg to one James Darling, then with said lot North 40-1/2 deg. east 39.9 per. to the public road leading from Hall's Cross Roads to Ruthsburg; then with said road North 59-1/2 deg. West 12 per; then North 63-3/4 deg. West 6.8 per to a stake and the land formerly of the said Geo. W. Legg where he lived in the year 1888, then with said land South 43-1/2 deg. west 37 per, to the place of beginning, containing FOUR ACRES AND 2 ROODS AND 30 PERCHES of land, more or less.

Being the same land conveyed to the said Thomas R. Legg by James F. Legg and others, by deed dated August 5th, 1911, and recorded among the land records of Queen Anne's County in Liber S.S. # 10, folio 458, etc.

Parcel No. 2. All that lot or parcel of land situate in the Sixth Election District of Queen Anne's County, Maryland, near Hall's Cross Roads (now Starr) bounded on one side by the public road leading from Hall's Cross Roads to Hillsboro, on the east by balance of Chance Lot until it reaches the public road leading from Hall's Cross Roads to Ruthsburg, thence with said road until it reaches the land of James F. Legg (now the land of Thomas R. Legg,) then with the line of the James

F. Legg" (now the Thomas R. Leggline) and David Smith until it reaches the aforesaid road leading from Hall's Cross Roads to Hillsboro, and containing SEVEN ACRES of land, more or less.

Being the same land conveyed to the said Thomas R. Legg and wife (the said Thomas R. Legg surviving his wife), as tenants by the entirety, by W. W. Pippin by deed dated June 10, 1927, and recorded among the land records of Queen Anne's County in Liber B.H.T. # 6, folio 562, etc (the wife of Thomas R. Legg having died on or about the 27th day of January, 1932.);

certified copies of the deeds of said properties being filed herewith as "Complainants' Exhibits Nos. 2 and 3" and prayed to be taken as a part of this Bill.

4. That the said Thomas R. Legg left surviving him no child or children, nor descendants of any child or children, nor a widow, nor a father or mother, nor brothers or sisters, but left the following nieces and nephews and grandnieces and grandnephews surviving him as his only heirs at law, to wit:-

William T.K. Legg, a nephew, who intermarried with Alice Legg.
 Marion Legg, a nephew, who intermarried with Marie Legg.
 Arthur K Legg, a nephew, who intermarried with Violet Legg.
 Mary Legg Fowler, a niece, who intermarried with Edward Fowler.
 Estella Reehl, a grandniece, who intermarried with George Reehl.
 Harry Legg, a grandnephew, who intermarried with Ruth Legg.
 Albert Legg, a grandnephew, who intermarried with Mary Legg.
 Albert Frank Legg, a grandnephew, who intermarried with Katherine I. Legg.

All of the above are descendants of Harry H. Legg, a brother of Thomas R. Legg, and who pre-deceased the said Thomas R. Legg.

Helen Anderson, a niece, single.
 Lawrence Anderson, a nephew, single.

Both of the above are the only descendants of Florence Legg Anderson, a sister of Thomas R. Legg, and who pre-deceased the said Thomas R. Legg.

Lawrence Legg, a nephew, single.
 William Legg, a nephew, single, an infant,
 Katherine Legg, a niece, single, an infant,
 Betty Anna Legg, a niece, single, an infant.

That above are the only descendants and heirs at law of Lawrence Legg, a brother of Thomas R. Legg, and who pre-deceased the said Thomas R. Legg.

Maude Legg Humphreys, a niece, who intermarried with Carl Humphreys,
 James Kendall Legg, Jr., a nephew, who intermarried with Lola Pauline Legg.
 Anna Elizabeth Legg, a grandniece, single, an infant.

That above are the only descendants and heirs at law of Kendall Legg, a brother of Thomas R. Legg, and who pre-deceased the said Thomas R. Legg.

Merritt Willis, a nephew, who intermarried with Clara Willis.
 Franklin Willis, a nephew, who intermarried with Emma Willis.
 Ernest Willis, a nephew, who intermarried with Mary Willis,
 James Willis, a nephew, who intermarried with Maude Willis.
 Florence Willis Ellis, a niece, who intermarried with Newton Willis.
 Clara Willis Apel, a niece, who intermarried with George Apel.
 Arthur Willis, a nephew, single.

The above are the only descendants and heirs at law of Willis Legg Willis, a sister of Thomas R. Legg, and who pre-deceased the said Thomas R. Legg.

TO THE END THEREFORE:-

A. That the said real estate of the said Thomas R. Legg, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claim of your Orators and those of the other unsatisfied creditors of said deceased.

B. 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 writs of subpoena, directed to the said

William T.K. Legg, and Alice Legg, his wife, adults.
 Marion Legg and Marie Legg, his wife, adults,
 Arthur M. Legg and Violet Legg, his wife, adults.
 Mary Legg Fowler, and Edward Fowler, her husband, adults,
 Lawrence Anderson, single, adult,
 William Legg, single, an infant,
 Katherine Legg, single, an infant,
 Betty Anna Legg, single, an infant,
 Merritt Willis and Clara Willis, his wife, adults.
 Ernest Willis and Mary Willis, his wife, adults,
 Florence Willis Ellis and Newton Ellis, her husband, adults. all residing in Kent County, Maryland; and the writ of subpoena directed to the said Helen Anderson, single, adult, residing at Springfield State Hospital, Carroll County, Maryland, and the writ of subpoena directed to the said Lawrence Legg, single, adult, to lie Maude Legg Humphreys and Carl Humphreys, her husband, adults, James Kendall Legg, Jr., and Lola Pauline Legg, his wife, adults, Albert Franklin Legg and Katherine I. Legg, his wife, adults, Anna Elizabeth Legg, single, an infant, all residing in Baltimore City, Maryland; and the writ of subpoena directed to the said Franklin Willis and Emma Willis, his wife, adults, residing in Cecil County, Maryland;

AND MAY IT PLEASE YOUR HONORS TO GRANT unto your Orators the Order of Publication giving notice to the said

Estelle Reehl and George Reehl, her husband, adults,
Harry Legg and Ruth Legg, his wife, adults,
Albert Legg and Mary Legg, his wife, adults,
all residents of Camden, State of New Jersey, and

James Willis and Maude Willis, his wife, adults,
Clara Willis Apel and George Apel, her husband, adults,
all residents of Wilmington, State of Delaware, and

Arthur Willis, single, adults, whose last known residence being the
Territory of Alaska,
and who are all non-residents of the State of Maryland, of the object and substance
of this Bill of Complaint, warning them and each of 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 pass as prayed,

And as in duty bound, etc.,

JOHN PALMER SMITH
John Palmer Smith
Solicitor for Complainants.

Filed Dec. 3rd 1941.

.....
COMPLAINANTS EXHIBIT NO. 1
Filed Dec. 3rd 1941

Centreville, Md. Nov24, 1941

M Est Thomas R. Legg.

TO BARTON BROS, DR.
FUNERAL DIRECTORS AND FURNITURE DEALERS

ANTIQUES	UPHOLSTERING AND REPAIR WORK	PICTURE FRAMING			
1940	Items	Charges	credits	Balance	
Mar 28	To preparing for burial)				
	" Old Age Pension Casket)				
	" Personal Services)	75.00			
	" Intering in Denton Cemetery)				
	" Cemetery expenses)	10.00			85.00

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

I hereby certify, that on this 3rd day of December, 1941, before the
Subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appear-
ed Wm. Marvin Barton, senior member of the co-partnership of Wm. Marvin Barton, and
W. Edward Barton, trading as Barton Bros., and made oath in due form of law that no
part of the money intended to be secured by the annexed account has been received, or
any security or satisfaction given for the same, except what is credited, if any, to
the best of his knowledge and belief.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for Queen Anne's
County, Md.

Filed Dec. 3rd 1941.

.....
COMPLAINANTS' EXHIBIT # 2.
Filed Dec. 3rd 1941.

#1954 QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the fourteen-
th day of October, in the year nineteen hundred and eleven, the following DEED was
brought to be recorded, to wit:

THIS DEED, made this fifth day of August, in the year nineteen
hundred and eleven, by James F. Legg and Nannie E. Legg, his wife, George W. Legg,
and Emma Viola Legg, his wife, of Queen Anne's County, in the State of Maryland,
and Emory Legg, of Harford County, State of Maryland, and Mary F. Moore and Olly H.
Moore, her husband, of Talbot County, Maryland.

WITNESSETH that, in consideration of the sum of Six Hundred Doll-
ars, the receipt whereof is hereby acknowledged, the said James F. Legg and Nannie
E. Legg, his wife, George W. Legg and Emma Viola Legg, his wife, and Emory Legg,
and Mary F. Moore and Olly H. Moore, her husband, do grant and convey unto Thomas R.
Legg, of said Queen Anne's County, in the State of Maryland, in fee simple.,

ALL that lot, part or parcel of land situate, lying and being in
the Sixth election district of Queen Anne's County, in the State of Maryland, and
described as follows, by a recent survey, beginning in the middle of the public
road from Hall's Cross Roads to Hillsboro opposite a thorn hedge, the divisional line
between this lot hereintended to be conveyed, and the land whereon the said George
W. Legg lived in the year 1888, and running with the said public road south 46 de-
grees east eleven perches, then South 57 and 3/4 degrees East nine and one-half per-
ches to the lot of land sold by George W. Legg to James Darling, then with said road
North 40 and 1/2 degrees East thirty nine and nine-tenths perches to the public road
leading from Hall's Cross Roads to Ruthsburg, then with said road North 59 and 1/2

degrees East twelve perches, then North 63 and 3/4 degrees West six and eight tenths perches to a stake and the land of the said George W. Legg, where he lived in 1888, then with said land South 43 and 1/2 degrees West thirty seven perches to the place of Beginning, and containing four acres, two roods and thirty perches of land, more or less, and is the same land as that described in the deed from George W. Legg to Fannie E. Legg, dated April the 5th, in the year 1888 and recorded in Liber W.D. No. 1 folios 403, a land record book for Queen Anne's County, Maryland, to which deed and the references therein contained especial reference is hereby made for and accurate description of the land intended to be conveyed in this deed.

TOGETHER with the buildings and improvements thereupon and all the rights road alley ways waters privileges appurtenances and advantages to the same belonging or in any wise appertaining.

And the said James F. Legg, and Nannie E. Legg, his wife, George W. Legg, and Emma Viola Legg, his wife, and Emory Legg and Mary F. Moore and Olly H. Moore, her husband covenant that they will warrant generally and specially the property hereby conveyed and that they will execute such other and further assurances of title thereto as may be requisite.

Witness their hands and seals.

Test: John W. Tarman as to
James F. Legg and Nannie E. Legg,
George W. Legg and
Emma Viola Legg.

JAMES F. LEGG (SEAL)

NANNIE E. LEGG (SEAL)

GEO. W. LEGG (SEAL)

EMMA VIOLA LEGG (SEAL)

Test as to Emory Legg,
Geo. M. Hardy
Test: F.F. Avalear as to Mary F.
Moore and Olly H. Moore.

EMORY LEGG (SEAL)

MARY F. MOORE (SEAL)

OLLY H. MOORE (SEAL)

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, towit:

I hereby certify that on this 26th day of August, in the year nineteen hundred and eleven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared James F. Legg and Nannie E. Legg, his wife, George W. Legg and Emma Viola Legg, his wife, and did each acknowledge the foregoing Deed to be their respective act and deed.

JOHN W. TARMAN
Justice of the Peace.

STATE OF MARYLAND,

HARFORD COUNTY, TO WIT:

I hereby certify that on this 25th, day of September, in the year nineteen hundred and eleven, before me, a Justice of the Peace of the State of Maryland, in and for Harford County aforesaid, personally appeared Emory Legg, (single man), and acknowledged the foregoing deed to be his act and deed.

GEO. M. HARDY, J.P.

STATE OF MARYLAND,

HARFORD COUNTY, to wit:

I, John A. Robinson, Clerk of the Circuit Court for Harford County, the same being a Court of Law and Record, hereby certify that George M. Hardy Esquire, before whom the annexed acknowledgment and 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 Harford County, duly commissioned and qualified, and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the handwriting of the said Justice, and verily believe the signature to be his genuine signature.

IN TESTIMONY WHEREOF, I hereto subscribe my name and affix the Seal of the Circuit Court for Harford County, this 10th day of October A. D., 1911.

Circuit
Court
Seal.

JOHN A. ROBINSON
Clerk of the Circuit Court for
Harford County.

STATE OF MARYLAND,

TALBOT COUNTY, TO WIT:

I hereby certify that on this 5th day of October, 1911, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Talbot County aforesaid, personally appeared Mary F. Moore and Olly H. Moore, her husband and did each acknowledge the foregoing deed to be their respective act and deed.

Notary
Seal
Public

F.F. AVALEAR J.P.

STATE OF MARYLAND,

TALBOT COUNTY, to wit:

I, F.G. Wrightson, Clerk of the Circuit Court for Talbot County, the same being a Court of Law, Equity and Record, do hereby certify, that F.F. Avalear Esquire, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof and acknowledgment, a Justice of the Peace of the State of Maryland, in and for Talbot County aforesaid, and residing therein, duly commissioned and sworn, and authorized by the laws of the said State to take the acknowledgement and proofs of deeds or conveyances for land, tenements or hereditaments in said State of Maryland. And I further certify that I am well acquainted with the handwriting of the said Justice of the Peace and that his signature thereto subscribed is genuine.

Circuit Court Seal.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Talbot County at Easton, on this 11th day of October Anno Domini, One Thousand, Nine Hundred and Eleven.

F.G. WRIGHTSON
Clerk of the Circuit Court for Talbot County.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, To wit:

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber S.S. No. 10, folios 458, etc., a Land Record Book for Queen Anne's County aforesaid.

Seals Place.

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 December, in the year nineteen hundred and forty one.

A. SYDNEY GADD JR. Clerk

Filed Dec. 3rd 1941.

.....
COMPLAINANTS EXHIBIT # 3
Filed Dec. 3rd 1941 .

12,484. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 11th day of June, in the year nineteen hundred and twenty-seven, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 10th day of June, in the year nineteen hundred and twenty seven, by Walter W. Pippin, single man, of Queen Anne's County, in the State of Maryland.

WITNESSETH that in consideration of the sum of Three Hundred and Fifty Dollars, the receipt whereof is hereby acknowledged the said Walter W. Pippin, single man, does grant and convey unto Thomas R. Legg, Annie E. Legg, his wife, as tenants by the entireties, of said Queen Anne's County, in the said State of Maryland, in fee simple, All that lot or parcel of land situate in the Sixth Election District of Queen Anne's County, in the said State of Maryland, near Hall's Cross Roads, (Now Starr) bounded on one side by the public road leading from Hall's Cross Roads (now Starr) to Hillsboro, on the East by balance of Chance Lot until it reaches the public road leading from Hall's Cross Roads (now Starr) to Ruthsburg, thence with said road until it reaches the land of James F. Legg (now Thomas R. Legg) then with the line of James F. Legg (now Thomas R. Legg) and David Smith until it reaches the aforesaid road leading from Hall's Cross Roads (now Starr) to Hillsboro, and containing SEVEN ACRES of land, more or less; and the land herein intended to be conveyed is the same land as that described in the Deed from Sophia A. Legg to the said Walter W. Pippin, bearing date the 9th day of November, in the year 1921, and recorded in Liber J.F.R. No. 7, folios 578, etc., one of the Land Record Books for Queen Anne's County, Maryland, to which Deed and the references therein contained, especial reference is hereby made for the description of the land intended to be herein conveyed.

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

And the said Walter W. Pippin covenants that he will warrant specially the property hereby conveyed, and that he will execute such other and further assurances of title thereto as may be requisite.

AS WITNESS HIS HAND AND SEAL.

WALTER W. PIPPIN (SEAL)

TEST: Robert Coursey

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

I hereby certify that on this 10th day of June, in the year nine-

teen hundred and twenty seven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Walter W. Pippin, single man, and did acknowledge the foregoing Deed to be his act and Deed.

ROBERT COURSEY
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 B.H.T' No. 6, folios 562, 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 3rd day of December, in the year nineteen hundred and forty one.

Seals
Place.

A. SYDNEY GADD JR. Clerk

Filed Dec. 3rd 1941.

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed T

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Lawrence Legg, single,

Seal's
Place.

OF 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 January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941
Issued the Third day of December 1941.

John Palmer Smith

A. SYDNEY GADD JR. 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 January next, being the Return Day.

A. SYDNEY GADD JR. Clerk

True Copy
Test:

A. SYDNEY GADD JR. Clerk

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 13th 1941

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Helen Anderson, single,

Seals
Place.

OF CARROLL 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 W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941
Issued the Third day of December 1941.

John Palmer Smith

A. SYDNEY GADD JR. 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 January next, being the Return Day.

A. SYDNEY GADD JR. Clerk

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

Summoned Helen Anderson this 11th day of December 1941, and copy of Summons left with Kenneth B. Jones, Superintendent of the Springfield State Hospital where the said Helen Anderson is confined.

WALTER L. SHIPLEY
Sheriff of Carroll County.

Filed Dec. 13th 1941.

.....
SUBPOENA FOR RESPONDENTS TO
APPEAR AND ANSWER
Filed _____

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Marritt Willis and Clara Willie, his wife,

Seals
Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, THE Honorable Stephen R. Collins, Chief Judge of our said Court the First Monday of December 1941
Issued the Third Day of December 1941.

John Palmer Smith

A. SYDNEY GADD JR. 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 January next, being the Return Day.

A. SYDNEY GADD JR. Clerk

And endorsed on the back of the foregoing Subpoena is thus endorsed, to wit:

Received Dec. 10, 1941 and forthwith delivered to the Sheriff of Kent Co., Md. for service.

Test@ ROBT. A. SHALLCROSS Clerk

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 15th 1941.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Arthur K. Legg and Violet Legg, his wife,

Seals
Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers trading against you in said court exhibited.

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

WITNESS, THE Honorable, Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941
Issued the Third day of December 1941.

John Plamer Smith

A. SYDNEY GADD JR. 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 January next, being the Return Day.

A. SYDNEY GADD JR. Clerk

And on the back of the foregoing is thus endorsed, to wit:
Summons. 12-10-41

ROBT. E. LEE Sheriff

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 15th 1941

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO William T.K. Legg and Alice Legg, his wife,
S^{als} Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941
Issued the Third Day of December 1941.

A. SYDNEY GADD JR. Clerk

John Palmer Smith Y

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.

A. SYDNEY GADD JR. Clerk

And on the back of the foregoing is thus endorsed, to wit:
Summons 12-10-41

ROBT. E. LEE Sheriff

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 15, 1941

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Florence Willis Ellis and Newton Ellis, her husband,
Seals Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, THAT all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers, against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December, 1941.

Issued the Third day of December 1941.

A. SYDNEY GADD JR. Clerk

John Palmer Smith

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.

A. SYDNEY GADD JR. CLERK

And on the back of the foregoing is thus endorsed, to wit:
Summoned

ROBT. E. LEE Sheriff.

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 15th 1941

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Ernest Willis and Mary Willis, his wife,
Seals Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers, against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941.
Issued the Third day of December 1941.

A. SYDNEY GADD JR. Clerk

John Palmer Smith

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.

A. SYDNEY GADD JR. Clerk

And on the back of the foregoing is thus endorsed to wit:

Summons,

ROBT. E. LEE Sheriff

.....
SUBPOENA FOR RESPONDENTS
TO APPEAR AND ANSWER
Filed Dec. 15, 1941

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Marion Legg and Marie Legg, his wife,
Seals Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941.
Issued the Third day of December 1941.

A. SYDNEY GADD JR. Clerk

John Palmer Smith

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.

A. SYDNEY GADD JR. Clerk

And on the back of the foregoing is thus endorsed, to wit: q

Summons

ROBT. E. LEE Sheriff.

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 15, 1941.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Mary Legg Fowler and Edward Fdwler, her husband,
Seals Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centre-ville, in said County, on the First Monday of January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941.
Issued the Third day of December 1941.

John Palmer Smith

Solicitor for Complainants

A. SYDNEY GADD JR. Clerk

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.

A. SYDNEY GADD JR. Clerk

And on theback of the foregoing is thus endorsed, to wit:
Summons .

ROBT. E. LEE Sheriff

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 15th 1941.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Katherine Legg, single, an infant,
Seab
Place
OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centre-ville, in said County, on the First Monday of January next, to answer the complaint of W. Marvin Barton and W. Edward Barton , trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941
Issued the Third day of December 1941.

John Palmer Smith

Solicitor for Complainants

A. SYDNEY GADD JR. Clerk

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.

A. SYDNEY GADD JR. Clerk

True Copy
Test:

A. SYDNEY GADD JR. Clerk

And on the back of the foregoing is thus endorsed, to wit:
Non Est .

ROBT. E. LEE Sheriff

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 15, 1941.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO WILLIAM LEGG, single, an Infant

Seals
Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, insaid County, on the First Monday of January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited .

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941
Issued the Third day of December 1941.

John Palmer Smith A. SYDNEY GADD JR. 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 January next, being the Return Day.

A. SYDNEY GADD JR. Clerk
True Copy
Test: A. SYDNEY GADD JR. Clerk

And on the back of the foregoing is thus endorsed, to wit:
Non Est.

ROBT. E. LEE Sheriff

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 15, 1941.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Lawrence Anderson

Seals Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all exceuses 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 W. Marvin Barton and W. Edward Barton, trading as Barton Brothers, against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941.
Issued the Third day of December 1941.

John Palmer Smith A. SYDNEY GADD JR. Clerk

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.

A. SYDNEY GADD JR. Clerk
True Copy
Test: A. SYDNEY GADD JR. Clerk

And on theback of the foregoing is thus endorsed, to wit;
Non est.

ROBT. E. LEE Sheriff

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 15, 1941 .

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Betty Anna Legg, single, ian infant,

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear

before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centre-ville, in said County, on the first Monday of January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941
Issued the Third day of December 1941.

John Palmer Smith

A. SYDNEY GADD JR. 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 January next, being the Return Day.

A. SYDNEY GADD JR. Clerk

True Copy

Test: A. SYDNEY GADD JR. Clerk

And on the back of the foregoing is thus endorsed, to wit:
Non est .

ROBT. E. LEE Sheriff

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 17, 1941

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Albert Franklin Legg and Katherine I. Legg, his wife,

Seals Place.

OF 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 January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable, Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941
Issued the Third day of December 1941.

John Palmer Smith

A. SYDNEY GADD JR. 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 January next, being the Return Day.

A. SYDNEY GADD JR. Clerk

And on theback of the foregoing is thus endorsed, to wit:

Summoned ambo and a copy of the Process left with each defendant.
Haare 12-15-41.

JOSEPH C. DEEGAN Sheriff

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 17, 1941.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO James Kendall Legg, Jr. and Lola Pauline Legg, his wife ,

Seals Place.

OF 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 Centre-ville, in said County, on the First Monday of January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941

Issued the Third day of December 1941.

John Palmer Smith

A. SYDNEY GADD JR. 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 January next, being the Return Day.

A. SYDNEY GADD JR. Clerk

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

Summoned Ambo and a copy of the Process left with each defendant.

Friedman 12-15-41.

JOSEPH C. DEEGAN Sheriff

.....
SUBPOENA FOR RESPONDENTS
TO APPEAR AND ANSWER
Filed Dec. 18, 1941.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Maude Legg Humphreys and Carl Humphreys, her husband.

Seals Place.

OF 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 January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable, Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941
Issued the Third day of December 1941

John Palmer Smith

A. SYDNEY GADD JR. 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 January next, being the Return Day.

A. SYDNEY GADD JR. Clerk

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

Summoned Ambo and a copy of the Process left with each defendant 12-15-41 W. Bryan

Filed Dec. 18, 1941.

JOSEPH C. DEEGAN Sheriff

.....
SUBPOENA FOR RESPONDENTS TO
APPEAR AND ANSWER
Filed Dec. 24th 1941.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO Franklin Willis and Emma Willis, his wife,

Seals Place.

OF CECIL 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 W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941
Issued the Third day of December 1941.

John Palmer Smith

A. SYDNEY GADD JR. 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 January next, being the Return Day.

A. SYDNEY GADD JR. Clerk

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

Summoned by reading and leaving a copy of Summons with Defendants this 19th day of 1941

DAVID J. RANDOLPH Sheriff

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Dec. 31st 1941.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND.

TO Anna Elizabeth Legg, single, an infant, 21-29-41. #12

Seals Place

OF 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 Centre-ville, in said County, on the First Monday of January next, to answer the complaint of W. Marvin Barton and W. Edward Barton, trading/against you in said court exhibited .

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1941
Issued the Third day of December 1941.

A. SYDNEY GADD JR. Clerk

John Palmer Smith
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.

A. SYDNEY GADD JR. Clerk

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

Summoned by reading summons to Anna Elizabeth Legg Infant, and a copy of the process left with said infant . Also copy of the Process left with Mrs. Charles McDavitt Mother of and party having care of infant named in said writ.

Hill 12-29-41.

Joseph C. Deegan Sheriff.

.....
ORDER TO ISSUE SUBPOENAS
Filed Mar 19, 1942.

BARTON BROTHERS,

VS

WILLIAM T. K. LEGG,

Mr. Clerk:-

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, IN EQUITY.

Cause No. 3298.

Issue the writs of subpoena for the following parties, residents of Queen Anne's County, Maryland:-

Lawrence Legg,
William Legg, infant
Katherine Legg, infant,
Betty Ann Legg, infant,
Lawrence Anderson,

Filed Mar 19, 1942.

JOHN PALMER SMITH
Solicitor for Plaintiffs,

.....
COPY OF SUBPOENA TO BE
LEFT WITH RESPONDENT
Filed April 6, 1942.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Lawrence Legg.

Seals 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 W. Marvin Barton and W. Edward Barton T/a Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the first Monday of Mar 1942. Issued the 19th day of March 1942.

John Palmer Smith Solicitor for Complainants A. SYDNEY GADD JR. Clerk

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 _____ next, being the Return Day.

A. SYDNEY GADD JR. Clerk

And on the back of the foregoing is thus endorsed, to wit: Non Est.

EDWARD E. COURSEY Sheriff.

.....
SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
Filed April 6, 1942.

QUEEN ANNE'S COUNTY, TO WIT:

TO THE STATE OF MARYLAND
Lawrence Anderson
Seals 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, insaid County, on the First Monday of April next, to answer the complaint of W. Marvin Barton and W. Edward Barton/trading against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of March 1942. Issued the Nineteenth day of March 1942.

John Palmer Smith Solicitor for Complainants A. SYDNEY GADD JR. Clerk

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.

True Copy A. SYDNEY GADD JR. Clerk
Test: A. SYDNEY GADD JR. Clerk

And on the back of the foregoing is thus endorsed, to wit: Non Est

EDWARD E. COURSEY Sheriff

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed April 6, 1942.

QUEEN ANNE'S COUNTY, TO WIT:

TO THE STATE OF MARYLAND
Katherine Legg, infant.
Seals 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 Court of Equity, at Centreville, in said County, onthe First Monday of April next, to answer the complaint of W. Marvin Barton and W. Edward Barton trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of March 1942. Issued the Nineteenth day of March 1942.

John Palmer Smith Solicitor for Complainants. A. SYDNEY GADD JR. Clerk

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.

True Copy Test: A. SYDNEY GADD JR. Clerk

.....
SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
Filed April 6, 1942.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Betty Ann Legg, infant,
Seals 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 W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of March 1942. Issued the Nineteenth day of March 1942.

John Palmer Smith Solicitor for Complainants A. SYDNEY GADD JR. Clerk

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.

True Copy Test: A. SYDNEY GADD JR. Clerk

And on the back of the foregoing is thus endorsed, to wit:
Non Est

Edward E. Coursey Sheriff

.....
SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
Filed April 6, 1942.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO William Legg, infant
Seals 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 W. Marvin Barton and W. Edward Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the first Monday of March 1942. Issued the Nineteenth day of March 1942.

John Palmer Smith Solicitor for Complainants A. SYDNEY GADD JR. Clerk

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.

A. SYDNEY GADD JR. Clerk
 True Copy
 Test: A. SYDNEY GADD JR. Clerk
 And on the back of the foregoing is thus endorsed, to wit:
 Non Est. EDWARD E. COURSEY Sheriff

.....
 ORDER TO ISSUE SUBPOENAS
 Filed April 7th 1942.

Barton Brothers, In the Circuit Court for
 vs Queen Anne's County, in Equity.
 Wm. T.K. Legg, et al., Chancery No. 3298.

Mr. Clerk:-

Reissue the writs of subpoena for
 Katherine Legg, infant,
 Betty Ann Legg, infant,
 both of Queen Anne's County, Maryland. and

Reissue the writ of subpoena for
 William Legg, infant,
 in care of Allan Stradley, Chestertown, Maryland.
 of Kent County, Maryland.

JOHN PALMER SMITH
 Solicitor for plaintiffs.

Filed April 6th 1942.

.....
 ANSWER OF LAWRENCE ANDERSON
 Filed April 8, 1942.

Barton Brothers, In the Circuit Court for
 vs Queen Anne's County, in Equity.
 William T.K.Legg, et al., No. 3298 Chancery

The Defendant, Lawrence Anderson, neither admits nor denies the matters
 and facts set forth in the Bill of Complaint filed in this Cause, but puts the
 Plaintiff upon proof thereon, and consents to the passage of such Decree as may
 be right and proper in the premises.

Witness:- LAWRENCE ANDERSON
Mrs. H.H. Legg. Lawrence Anderson
 Filed April 8, 1942.

.....
 SUBPOENA FOR RESPONDENT TO
 APPEAR AND ANSWER
 Filed April 13th 1942.

QUEEN ANNE'S COUNTY, TO WIT:
 THE STATE OF MARYLAND
 TO Katherine Legg, infant,
 Seals 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 Centre-
 ville, in said County, on the First Monday of May next, to answer the complaint of
 William M. Barton and W. Edward Barton, trading as Barton Brothers against you in
 said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court,
 the First Monday of April 1942
 Issued the Seventh day of April 1942.

John Palmer Smith A. SYDNEY GADD JR. Clerk
 Solicitor for Plaintiffs.

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
 May next, being the Return Day.

A. SYDNEY GADD JR. Clerk

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

Summoned April 13th 1942. by reading and leaving a copy.

EDWARD E. COURSEY Sheriff.

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed April 13th 1942.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Betty Ann Legg, infant,
Seals 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 May next, to answer the complaint of W. Marvin Barton and W. EDwad Barton, trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of April 1942.
Issued the Seventh day of April 1942.

A. SYDNEY GADD JR. Clerk

John Palmer Smith
Solicitor for Plaintiffs

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 May next, being the Return Day.

A. SYDNEY GADD JR. Clerk

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

Summoned April 13th 1942 by reading and leaving a copy
EDWARD C. COURSEY Sheriff

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed May 4th 1942.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO William Legg, infant.
Seals Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of May next, to answer the complaint of W. Marvin Barton and W. Edward Barton trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of April 1942.
Issued the Seventh day of April 1942.

A. SYDNEY GADD JR. Clerk

John Palmer Smith
Solicitor for Plaintiffs

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 May next, being the Return Day.

A. SYDNEY GADD JR. Clerk

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

Summons & Copy's left this 2nd day of May 1942.

ROBT. E. LEE Sheriff.

ANSWER OF CLARA WILLIS APEL
AND GEORGE APEL.
Filed May 14th 1942.

Barton Brothers,
vs
Wm. T.K. Legg, et al.,

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

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Answer of Clara Willis Apel and George Apel, her husband,
to the Bill of Complaint filed in this Cause,

These Defendants neither admit nor deny the matters and things
set forth in the Bill of Complaint, but place the Plaintiffs upon proof of same,
and consent to such Decree of this Court as may be right and proper in the
premises.

And as in duty bound, etc.,

Witness:-

ANNA BROWN

CLARA WILLIS APEL
Clara Willis Apel

WANEDA LOVEY

Filed May 14th 1942.

GEORGE J. APEL JR.
George Apel.

PETITION TO AMEND BILL
Filed May 21st 1942.

W. MARVIN BARTON AND W. EDWARD
BARTON, CO*PARTNERS, TRADING AS
BARTON BROTHERS,

VS

WILLIAM T.K. LEGG, et al.

In the Circuit Court for
Queen Anne's County in Equity.
Cause No. 3298.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of W. Marvin Barton and W. Edward Barton, Co-part-
ners, trading as Barton Brothers, by John Palmer Smith, their attorney, to your
Honors respectfully shows:

That in the Bill of Complaint heretofore filed in this case one
Lawrence Legg is made one of the parties defendant in this cause, and that in said
Bill the address of the said Lawrence Legg is setforth as Baltimore City, State of
Maryland, and a subpoena is prayed to be served upon him, your petitioners are ad-
vised that at the time of filing said bill and now that the said Lawrence Legg was
not and is not a resident of Baltimore City, that he is a member of the Merines and
his known residence of a short time ago was at New River, North Carolina.

Wherefore your petitioners desire to amend/ Bill so that where the
address of the said Lawrence Legg is setforth as Baltimore City, Maryland, it
may be changed and altered so as to read New River, North Caroline and that he
being a non-residence may be included among those defendants against whom an Order
of Publication is prayed.

Respectfully submitted.

Filed May 21st 1942.

JOHN PALMER SMITH
Atty. For Plaintiffs.

ORDER OF COURT
Filed May 25, 1942.

The foregoing petition having been read and considered, It is
thereupon, this 23rd day of May, 1942, ORDERED By the Circuit Court for Queen
Anne's County in Equity, that the Plaintiffs is this cause be and they hereby
are granted the right to amend said bill by striking from said bill wherever the
address of Lawrence Legg appears in said Bill as Baltimore City, State of Maryland,
and inserting in lieu there that the address of the said Lawrence Legg is New River,
State of North Caroline, and that he be included among those defendants against
whom an Order of Publication is prayed.

STEPHEN R. COLLINS
Judge.

Filed May 25, 1942.

ORDER OF PUBLICATION
Filed May 25th 1942.

Wm. Marvin Barton and
W. Edward Barton, Co-Partners,
trading as Barton Brothers,

vs

William T.K. Legg et al.

In the Circuit Court for Queen
Anne's County, in Equity.
Cause No. 3298.

The object of this suit is to procure a decree for the sale of the real estate of which Thomas R. Legg, died seized and possessed or so much thereof as may be necessary to pay and satisfy the claim of the plaintiffs and other creditors of the said Legg that will come in and contribute to the expenses of this suit.

The bill of complaint and amendment thereto states that the plaintiffs claim to be due them the sum of \$85.00 for funeral expenses of the deceased, that Thomas R. Legg died in March, 1940, intestate in Queen Anne's County, Maryland, leaving no personal property and that no letters of administration on his estate have been granted.

That Thomas R. Legg died seized and possessed of the following two tracts of land situate at or near Star^{ph} in Queen Anne's County, one containing 4 acres 2 roods and 30 perches of land and other containing 7 acres of land, more or less; that the following are the heirs at law of the said Thomas R. Legg, to wit: William T.K. Legg, nephew, married to Alice Legg; Marion Legg, nephew married to Marie Legg; Arthur K. Legg, nephew, married to Violet Legg, Mary Legg Fowler, niece, married to Edward Fowler, Estella Reehl, grand niece, married to George Reehl; Harry Legg, grand nephew, married to Ruth Legg, Albert Legg, grand nephew, married to Mary Legg; Albert Frank Legg, grand nephew, married to Katherine I. Legg, all descendants of Harry Legg, brother of Thomas R. Legg, and who predeceased him: Helen Anderson, niece, single, Lawrence Anderson, nephew, single, only descendents of Florence Legg Anderson, a sister of Thomas R. Legg, and who predeceased him: Larence Legg, a nephew, single, William Legg, nephew, single, and an infant; Katherine Legg, niece, single an infant; Betty Ann Legg, niece, single an infant; only descendants of Lawrence Legg a brother of Thomas R. Legg and who predeceased him: Maude Legg Humphreys, a niece, married to Carl Humphries; James Kendall Legg, Jr., a nephew, married to Lola Pauline Legg; Ann Elizabeth Legg, a grand niece, single and an infant; only descendants of Kendall Legg a brother of Thomas R. Legg and who predeceased him: Merritt Willis, nephew, married to Clara Willis; Franklin Willis, a nephew married to Emma Willis; Ernest Willis, nephew, married to Mary Willis, James Willis, nephew, married to Maude Willis, Florence Willis Ellis, niece, married to Neuton Ellis; Clara Willis Apel, niece, married to George Apel; Arthur Willis, nephew, single, only descendants of Willie Legg Willis, a sister of Thomas R. Legg, who predeceased him. The bill and amendment thereto states that the following defendants are non-residents of the State of Maryland, Estelle Reehl and George Reehl, her husband, Harry Legg and Ruth Legg, his wife, Albert Legg and Mary Legg, his wife, all adults and residents of Camden, State of New Jersey James Willis and Maude Willis, his wife, Clara Willis Apel, and George Apel, her husband, adults, residents of Wilmington, State of Delaware, Arthur Willis, single, adult, last known residence Alaska; Lawrence Legg, single, adult, last known residence, New River, State of North Carolina, all other defendants to said cause are residents of the State of Maryland, and prays for an order of publication against non-resident defendants.

IT IS THEREUPON, this 25th day of May, 1942, ORDERED, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the complainant by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the 26th day of June, 1942, give notice to Estelle Reehl and George Reehl, her husband, Harry Legg and Ruth Legg, his wife, Albert Legg and Mary Legg, his wife, adults residents of the State of New Jersey, James Willis and Maude Willis, his wife, Clara Willis Apel and George Apel, her husband, residents of the State of Delaware, adults, and Arthur Willis adult, last known residence Alaska, and Lawrence Legg, adult, last known residence North Carolina, all non-residents of the State of Maryland, of the object and substance of this bill of complaint and amendment thereto, warning them and each of them to be and appear in this Court, in person or by solicitor, on or before the 11th day of July, next, to show cause if any they have, why a decree should not be passed as prayed.

A. SYDNEY GADD JR. Clerk

Filed May 25th 1942.

ANSWER OF ESTELLA REEHL et al.
Filed July 10, 1942.

Barton Brothers,

vs

William T.K. Legg, et al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, IN EQUITY.
CHANCERY No. 3298.

To the Honorable, the Judges of said Court:-

The Answer of Estella Reehl and George Reehl, her husband, Harry Legg and Ruth Legg, his wife, Albert Legg and Mary Legg, his wife, William T.K. Legg and Alice Legg, his wife, Marion Legg and Marie Legg, his wife, Arthur K. Legg and Violet Legg, his wife, Mary Legg Fowler and Edward Fowler, her husband, Merritt Willis and Clara Willis, his wife, Florence Willis Ellis and Neuton Ellis, her husband, Maude Legg Humphreys and Carl Humphreys, her husband, James Kendall Legg, Jr., and Lola Pauline Legg, his wife, Albert Franklin Legg and Katherine I. Legg, his wife, Franklin Willis and Emma Willis, his wife, by Richard T. Earle, their solicitor, files this their Answer to the Bill of Complaint in this Cause

exhibited against them and others, and says:-

That the Defendants neither admit nor deny the matters and facts set forth in the Bill of Complaint, but places the Plaintiffs upon proof thereof.

And as in duty bound, et c.,

RICHARD T. EARLE
Solicitor for Defendants.

Filed July 10, 1942.

.....
CERTIFICATE OF PUBLICATION OF
ORDER OF PUBLICATION
Filed May 6, 1943.

JOHN PALMER SMITH, SOLICITOR

ORDER OF PUBLICATION

WM. MARVIN BARTON and	:	IN THE CIRCUIT COURT FOR
W. EDWARD BARTON, Co-Partners,	:	QUEEN ANNE'S COUNTY,
Trading as Barton Brothers,	:	
	:	
versus	:	IN EQUITY.
	:	
WILLIAM T.K. LEGG et al.	:	CAUSE NO. 3298.

The object of this suit is to procure a decree for the sale of the real estate of which Thomas R. Legg died seized and possessed or so much thereof as may be necessary to pay and satisfy the claim of the plaintiffs and other creditors of the said Legg that will come in and contribute to the expenses of this suit.

The bill of complaint and amendment thereto states that the plaintiffs claim to be due them the sum of \$85.00 for funeral expenses of the deceased, that Thomas R. Legg died on March, 1940, interstate in Queen Anne's County, Maryland, leaving no personal property and that no letters of administration on his estate have been granted.

That Thomas R. Legg died seized and possessed of the following two tracts of land situate at or near Starr in Queen Anne's County, one containing 4 acres 2 rods and 30 perches of land and other containing 7 acres of land, more or less; that the following are the heirs at law of the said Thomas R. Legg, to wit: William T.K. Legg, nephew, married to Alice Legg; Marion Legg, nephew married to Marie Legg; Arthur K. Legg, nephew, married to Violet Legg; Mary Legg Fowler, niece married to Edward Fowler, Estella Roehl, grandniece, married to George Roehl; Harry Legg, grand nephew, married to Ruth Legg, Albert Legg, grand nephew, married to Mary Legg; Albert Frank Legg, grand nephew, married to Katherine I. Legg, all descendants to Harry Legg, brother of T.R. Legg, who predeceased him: Helen Anderson, niece, single; Lawrence Anderson, nephew, single; only descendents of Florence Legg Anderson, a sister of Thomas R. Legg and who predeceased him: Lawrence Legg, a nephew, single; William Legg, nephew, single and an infant; Katherine Legg, niece, single and infant, Betty Ann Legg, niece, single, an infant; only descendents of Lawrence Legg a brother of Thomas R. Legg and who predeceased him: Maude Legg Humphreys, a niece, married to Carl Humphries; James Kendall Legg, Jr., a nephew, married to Lola Pauline Legg; Ann Elizabeth Legg, a grand niece, single and an infant; only descendants of Kendall Legg a brother of Thomas R. Legg, and who predeceased him: Merritt Willis, nephew, married to Clara Willis; Franklin Willis, a nephew, married to Emma Willis; Ernest Willis, nephew, married to Mary Willis; James Willis, nephew, married to Maude Willis; Florence Willis Ellis, niece, married to Neuton Ellis; Clara Willis Apel, niece, married to George Apel, Arthur Willis, nephew, single; only descendants of Willie Legg Willis, a sister of Thomas R. Legg, who predeceased him.

The bill and amendment thereto states that the following defendants are non residents of the State of Maryland, Estella Roehl and George Roehl, her husband, Harry Legg, and Ruth Legg, his wife, Albert Legg and Mary Legg, his wife, all adults and residents of Camden, State of New Jersey, James Willis and Maude Willis, his wife, Clara Willis Apel and George Apel, her husband, adults, residents of Wilmington, State of Delaware; Arthur Willis single adult last known residence Alaska; Lawrence Legg, single adult, last known residence, New River, State of North Carolina, all other defendants to said cause are residents of the State of Maryland, and prays for an order of publication against non - resident defendants.

IT IS THEREUPON, this 25th day of May, 1942, ORDERED, by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, that the complaintant by causing a copy of this order to be inserted in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the 26th day of June, 1942, give notice to Estella Roehl and George Roehl, her husband, Harry Legg and Ruth Legg, his wife, Albert Legg and Mary Legg, his wife, adults residents of the State of New Jersey, James Willis and Maude Willis, his wife, Clara Willis Apel and George Apel, her husband, residents of the State of Delaware, adults and Arthur Willis adults; last known residence Alaska, and Lawrence Legg, adult, last known residence North Carolina, all non- residents of the State of Maryland, of the object and substance of this bill of complain and amendment thereto, warning them and each of them to be and appear in this Court, in person or by solicitor, on or before the 11th day of July, next, to show cause if any they have, why a decree should not be passed as prayed.

True Copy A. SYDNEY GADD JR. Clerk
Test: A. SYDNEY GADD JR. Clerk

Filed May 25th 1942

THE QUEENSTOWN NEWS

Queenstown, Md. July 11th, 1942.

THE QUEENSTOWN NEWS hereby certifies that the attached Order of Publication in the case of Wm. Marvin Barton and W. Edward Barton, co-partners trading as Barton Bros. vs. Wm. T.K. Legg, et al., a true copy of which is hereto annexed, was inserted in the QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, Queen Anne's County, Maryland, once a week for four successive weeks before the 26th day of June, 1942, the first publication thereof having been made on May 29th, 1942, the second, third and fourth publications having been made on June 5th, June 12th, and June 19th respectively.

THE QUEENSTOWN NEWS,

by MICHAEL W. AKER
Michael W. Aker.

GEORGE J. STEINFELT
George J. Steinfelt
Publishers.

Filed May 6, 1943.

.....
PETITION FOR GUARDIAN AD LITEM
Filed May 6, 1943.

BARTON BROTHERS,

VS

WILLIAM T.K. LEGG, ET AL.,

TO THE HONORABLE, THE JUDGES OF SAID COURT:

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, IN EQUITY.

CAUSE No. 3298.

THE PETITION OF W. MARVIN BARTON AND W. EDWARD BARTON, COPARTNERS, TRADING AS BARTON BROTHERS, The Complainants in the above Cause, respectfully represents:

That the said William Legg, Katherine Legg, Betty Anne Legg and Anna Elizabeth Legg, defendants in the said cause, have been duly returned summoned, but being infants they cannot answer and defend this suit for themselves.

That the said Helen Anderson, single, defendant in the said Cause, has been duly returned summoned, but being an adult non-sane person now confined in Springfield State Hospital, 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 the said infants and for said non-sane person.

And as in duty bound, etc.,

JOHN PALMER SMITH
SOLICITOR FOR COMPLAINTS.

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

I HEREBY CERTIFY, that on this 6th day of May, 1943, before me, Clerk of the Circuit Court for Queen Anne's County, personally appeared W. Marvin Barton, senior member of the firm of Barton Brothers, and made oath in due form of law that the matter and facts set forth in the foregoing petition are true as therein set forth to the best of his knowledge, information and belief.

Filed May 6, 1943.

A. SYDNEY GADD JR. Clerk

.....
PETITION FOR DECREE PROCONFESSO, FOR
APPOINTMENT OF AN ATTORNEY FOR
ARTHUR WILLIS, AND MILITARY AFFIDAVIT
Filed May 10th 1943.

BARTON BROTHERS,

VS

WILLIAM T.K. LEGG, ET AL.

P
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IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, IN EQUITY,

CAUSE No. 3298

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of W. Marvin Barton & W. Edward Barton, co-partners trading as Barton Brothers, respectfully represents:

1. That Lawrence Legg, single, adult, and Arthur Willis, single-adult, are both in the Military Service of the United States of America, as set forth in the affidavit attached hereto.

2. That by virtue of the Soldiers' and Sailors' Civil Relief Act your Petitioners may make application to this Honorable Court for the appointment of an attorney to represent and protect the respective interest of defendants in the military service of the United States when said defendants are defaulting in appearance.

3. That the said Defendant, Lawrence Legg, single-adult, and Arthur Willis, single-adult, were both, at the time of the publication of the Order of Publication, and are now, non- residents of the State of Maryland, and have been duly served by the publication of the Order of Publication, as evidenced by the certificate of this publication filed in this Cause; that although said publication has run and the said non- resident defendants commanded to appear before this Court on or before the 11th day of July, 1942, to answer the complaint of your Petitioners, the said non- resident defendants have not entered their appearance either in person or by solicitor, nor filed any answer herein, and that therefore the said non- resident defendants are in default of any appearance, and are therefore entitled to have an attorney appointed by this honorable court to represent and protect their interests.

TO THE END THEREFORE:

1. That a Decree Pro Confesso may be granted by this honorable Court against Lawrence Legg and Arthur Willis, adults.

2. That an attorney be appointed by this honorable Court to represent and defend and protect the respective interest of the said Lawrence Legg and Arthur Willis.

3. That the papers in this Cause may be submitted to one of the Standing Examiners of this Court or to a special examiner so that the plaintiffs may take testimony in support of the allegations of the bill of complaint.

4. That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc,

JOHN PALMER SMITH
Solicitor for complainants.

Filed May 10th 1943.

BARTON BROTHERS, : IN THE CIRCUIT COURT FOR
VS : QUEEN ANNE'S COUNTY, IN EQUITY.
WILLIAM T.K. LEGG, ET AL. : CAUSE NO. 3298.
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I HEREBY CERTIFY, that before me, Clerk of the Circuit Court for Queen Anne's County, personally appeared William M. Barton a member of the firm of Barton Brothers, one of the complainants above named, and made oath in due form of law that according to the best of his information, and knowledge and belief and to the information coming unto him,

Lawrence Legg, single, adult, is now in the Military Service of the United States of America, and is a Marine, and is out of the State of Maryland, and that Arthur Willis, single-adult, is now in the Military Service of the United States of America, and is in the Army, and when last heard from was in the Territory of Alaska.

Subscribed and sworn to before me this 10th day of May, 1943. WILLIAM M. BARTON
Affiant.

A. SYDNEY GADD JR. Clerk
Filed May 10th 1943.

.....
BARTON BROTHERS, : IN THE CIRCUIT COURT FOR
VS : QUEEN ANNE'S COUNTY, IN EQUITY.
WILLIAM T.K. LEGG, ET AL. : CAUSE No . 3298

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

I HEREBY CERTIFY, that before me, Clerk of the Circuit Court for Queen Anne's County, personally appeared William M. Barton, member of the firm of Barton Brothers, and made oath in due form of law that to the best of his information, knowledge and belief.

- 1. that Ernest Willis and Mary Willis, his wife, and James Willis and Maude Willis, his wife, are not in the military service of the United States.
- 2. That the aforesaid parties are not in the military service of any nation allied with the United States.
- 3. That the aforesaid parties have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.
- 4. That the aforesaid parties are not a member of the Enlisted Reserve corps who have been ordered to report for military service.

5. That the aforesaid parties have not been in such service within three months prior hereto.

WILLIAM M. BARTON

Subscribed and sworn to before me
this 10th day of May, 1943.

A. SYDNEY GADD JR. Clerk
Filed May 10th 1943.

.....
DECREE PRO CONFESSON
Filed May 10th 1943.

BARTON BROTHERS,	:	IN THE CIRCUIT COURT FOR
	:	
VS	:	QUEEN ANNE'S COUNTY, IN EQUITY.
	:	
WILLIAM T. E. LEGG, ET AL.,	:	CAUSE NO. 3298.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of W. Marvin Barton and W. Edward Barton, co-partners trading as Barton Brother, the Complainants in this cause, by John Palmer Smith, their solicitor, to your Honors respectfully shows:

1. That the resident defendants, Ernest Willis and Mary Willis, his wife, both adults, have been duly summoned to appear, answer and defend this cause as evidenced by the summons issued in this cause on December 3rd, 1941, and duly returned summoned by the Sheriff of Kent County, Maryland: that although said summons have long since been duly returned and the said defendants commanded to appear before this Court on the first Monday of January, 1942, to answer the complaint of the petitioners, neither of the said resident defendants, Ernest Willis and Mary Willis, his wife, has entered his appearance either in person or by solicitor nor filed any answer herein.

2. That the non-resident defendants, James Willis and Maude Willis, his wife, have been duly served by the publication of the Order of Publication, as evidenced by the certificate of this publication filed in this Cause: that although said publication has run and the said non-resident defendants commanded to appear before this Court on or before the 11th day of July, 1942, to answer the complaint of your petitioners, the said non-resident defendants, James Willis, have not entered their appearance either in person or by solicitor, nor filed any answer herein.

3. That your complainants are advised and allege that they have the right to secure a Decree Pro Confesso against all of the defaulting defendants, and that the papers be submitted to an examiner so that your petitioners may offer testimony to support the allegations of the bill of complaint.

To the end therefore:

1. That a Decree Pro Confesso may be granted by this Honorable Court against Ernest Willis and Mary Willis, his wife, and against James Willis, his wife, and against James and Maude Willis, his wife, all adults.

2. That the papers in this Cause may be submitted to one of the standing examiners of this court or to a special examiner so that the plaintiffs may take testimony in support of the allegations of the bill of complaint.

3. That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.,

JOHN PALMER SMITH
Solicitor for Complainants.

Filed May 10, 1943

.....
ORDER OF COURT
Filed May 12, 1943.

ORDER OF COURT

ORDERED, this 10th day of May, 1943, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, upon the foregoing petition and affidavit, that Paul B. Smith be and he is hereby appointed guardian ad litem, to appear, answer and defend for William Legg, Katherine Legg, Betty Ann Legg and Anna Elizabeth Legg, infant, defendant, and for Helen Anderson, non-sane adult defendant.

ALBERT CONSTABLE
Judge.

Filed May 12, 1943.

ORDER OF COURT
Filed May 12, 1943.

ORDER OF COURT.

The foregoing Petition having been read and considered, and it appearing that the adult defendants have been duly summoned and failed to appear, either in person or by solicitor to the Bill of Complaint filed herein, IT IS THEREFORE, this 10th day of May, 1943, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, adjudged, ordered and decreed that the Plaintiffs are entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken Pro Confesson against the adult defendants, Ernest Willis and Mary Willis, his wife, and against James Willis and Maude Willis, his wife, but because it does not certainly appear to what relief the Plaintiffs are entitled, it is further Adjudged, and Ordered that leave be and same is hereby granted to the Plaintiffs to take testimony before any one of the Standing Examiners of this Court, to support the allegations of the Bill of Complaint.

ALBERT CONSTABLE
Judge.

Filed May 12, 1943.

ANSWER OF GUARDIAN AD LITEM
Filed May 12th 1943.

BARTON BROTHERS, IN THE CIRCUIT COURT FOR
VS QUEEN ANNE'S COUNTY, IN EQUITY.
WILLIAM T.K. LEGG, ET AL., CHANCERY No. 3298.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several Answer of William Legg, Katherine Legg, Betty Anne Legg and Anna Elizabeth Legg, infants, and Helen Anderson, non-sane person, by Paul B. Smith, Guardian Ad Litem, duly appointed by order of this Court, to the Bill of Complaint of Barton Brothers against them in this Court exhibited.

These defendants, namely, William Legg, Katherine Legg, Betty Anne Legg and Anna Elizabeth Legg, being infants, and Helen Anderson, being non-sane, cannot admit any of the matter and things in said bill alleged, and submit their rights thereunder to the protection of this Court.

And as in duty bound, etc.,

PAUL B. SMITH
Guardian Ad Litem.

Filed May 12th 1943.

ANSWER OF EDWARD LAWRENCE LEGG
Filed May 18th 1943.

BARTON BROTHERS, IN THE CIRCUIT COURT FOR
VS QUEEN ANNE'S COUNTY, IN EQUITY.
WILLIAM T.K. LEGG, ET AL., CHANCERY No. 3298.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Lawrence Legg to the Bill of Complaint filed in this case.

This defendant neither admits nor denies the matters and things set forth in the Bill of Complaint, but places the Plaintiff upon proof of same, and consents to such Decree of this Court as may be right and proper in the premises.

And as in duty bound, etc.,

Witness:

Mr. Conway Litchfield

EDWARD L. LEGG
Lawrence Legg.
otherwise known as
Edward L. Legg,
Naval Hospital.
Swarthmore, Pa.

ORDER OF COURT
Filed May 20th 1943.

BARTON BROTHERS, IN THE CIRCUIT COURT FOR
VS QUEEN ANNE'S COUNTY, IN EQUITY.
WILLIAM T.K. LEGG, ET AL., Chancery No. 3298.

ORDER OF COURT

The foregoing Petition having been read, and the affidavit as to the Military Service of Lawrence Legg and Arthur Willis being noted and considered, and it appearing that the adult defendants have been duly summoned, and it appearing that since the filing of the petition in this cause on May 10th, 1943, that the said Lawrence Legg has filed his Answer as of May 18th 1943, and it further appearing that Arthur Willis has been summoned and failed to appear either in person or by solicitor to the Bill of Complaint filed herein, it is therefore, this 19th day of May, 1943, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, ORDERED that William McK. Gibson, attorney at law, of Centreville, Queen Anne's County, Maryland, be and he is hereby appointed attorney to act and serve to represent the said Arthur Willis and protect his interest in this Cause.

AND IT IS FURTHER ORDERED, that the said William McK. Gibson report to this Court within ten days from the date of this order if a bond of indemnity is deemed necessary to indemnify the defendant, Arthur Willis, against any loss or damage that he may suffer by reason of any judgment being entered in the premises.

ALBERT CONSTABLE
Judge.

Filed May 20th 1943.

REPORT AND ANSWER OF WILLIAM
MCK. GIBSON, ATTORNEY FOR ARTHUR
WILLIS.
Filed May 26th 1943.

BARTON BROTHERS : IN THE CIRCUIT COURT FOR
VS : QUEEN ANNE'S COUNTY IN EQUITY
WILLIAM T.K. LEGG, ETAL. : Cause No. 3298.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report and Answer of William McK. Gibson, attorney appointed by this Honorable Court on the 19th day of May, 1943, to act and serve to represent Arthur Willis and protect his interest in this Cause, respectfully sets forth:-

That he has ascertained that the property and real estate in this Cause is assessed as follows, to wit:

Real estate	\$450.00
Dwelling house	600.00
Outbuildings	300.00
TOTAL	<u>1,350.00</u>

That he is advised that the property, since the death of Thomas R. Legg, has depreciated due to lack of care and proper occupancy, and that the property is now occupied by a rent-free tenant in order to protect any insurable interest of the heirs and creditors of Thomas R. Legg, and that the property now has a market value of approximately \$1,000.00.

That he is advised that the following claims are outstanding against Thomas R. Legg:

Barton Brothers, expenses.....	\$ 85.00
Queen Anne's County Welfare.....	
Board, for aid to Thomas R. Legg	690.00
Mrs. Skinner, for services rendered in last illness	<u>1200.00</u>
	1,975.00

And that he is further advised that the Court costs, Trustees' commissions, advertising, bond premium, Examiners charges, auctioneer's fee, auditor's fee, and so forth will amount to about \$300.00.

That it would appear from the abovementioned facts that the said Arthur Willis has no equity in the property in this Cause, and, therefore, no bond of indemnity is necessary to protect the said Arthur Willis against any possible loss or damage that he may suffer by reason of any judgment being entered in the premises.

That answering the Bill of Complaint for the said Arthur Willis your Solicitor neither admits nor denies the matters and facts set forth in said Bill of Complaint, but places the Plaintiff upon proof of same, and consents to such decree as may be right and proper in the premises.

AND as in duty bound, etc.,

WILLIAM MCK. GIBSON
Attorney for Arthur Willis

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

I HEREBY CERTIFY THAT on this 25th day of May, 1943 before me,

the subscriber, the Clerk of the Circuit Court in Equity for Queen Anne's County, aforesaid, personally appeared William McK. Gibson, attorney for Arthur Willis, and made oath in due form of law that the facts stated in the within and foregoing REPORT and ANSWER are true and bona fide as therein set forth.

IN TESTIMONY WHEREOF, I herewith subscribe my name the day and year last above written.

A. SMDNEY GADD JR.
Clerk

Filed May 25th 1943.

.....
DECREE PRO CONFESSO AGAINST
ARTHUR WILLIS
Filed June 9th 1943.

BARTON BROTHERS, : IN THE CIRCUIT COURT FOR
VS : QUEEN ANNE'S COUNTY, IN
WILLIAM T.K. LEGG, ET AL., : EQUITY. CHANCERY No. 3298.

ORDER OF COURT

The Petition of Barton Brothers, filed in this Cause on May 10th, 1943, relating to the default of appearance of one Arthur Willis, a non-resident defendant in this cause who is now in the Military Service of the United States of America, and the Report and Answer of William McK. Gibson, filed in this Cause on May 26th, 1943, in conformity with an Order of this Court passed on May 19th, 1943, appointing him attorney to act and serve to represent the said Arthur Willis and protect his interest in this Cause, having been read and considered, and it appearing that the adult non-resident defendant, Arthur Willis, has been duly summoned and served by the publication of the Order of Publication, as evidenced by the certificate of this publication filed in this Cause, and has failed to appear, in person or by solicitor, to the Bill of Complaint filed herein, and an attorney having been duly appointed in his behalf, and it appearing from the Report of the said attorney that the said Arthur Willis has no equity in the property in this Cause,

IT IS THEREFORE, this 7th day of June, 1943, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, ADJUDGED, ORDERED and DECREED that the Plaintiffs are entitled to relief in the premises, and that the Bill of Complaint be and it is hereby taken PRO CONFESSO Against the adult defendant, Arthur Willis; but because it does not certainly appear to what relief the Plaintiffs are entitled, it is further Adjudged and Ordered that leave be and the same is hereby granted to the Plaintiffs to take testimony before any one of the Standing Examiners of this Court, to support the allegations of the Bill of Complaint.

ALBERT CONSTABLE
Judge.

Filed June 9th 1943.

.....
NOTICE OF TAKING OF TESTIMONY
Filed June 15th 1943.

BARTON BROTHERS, IN THE CIRCUIT COURT FOR
VS QUEEN ANNE'S COUNTY, IN EQUITY.
WM. T.K. LEGG, ET AL., CHANCERY No. 3298.

To;- Richard T. Earle, Atty., Paul B. Smith, Guardian Ad Litem
To: Charles E. Tucker, Esq.,

One of the Standing Examiners of said Court.

Sir:-

The Court having by its several orders referred the papers in this Cause for the taking of testimony, leave having been granted the Plaintiffs, and issues having been joined by the Defendants as represented by Richard T. Earle by their answers, by the infants and non-sane by their guardian ad litem, the Complainants give notice that they intend to take testimony before Charles E. Tucker, one of the Standing Examiners of said court, at the office of John Palmer Smith, atty, at law, at Centreville, on 15th June 1943, beginning at 3 o'clock P.M.

JOHN PALMER SMITH
Solicitor for complainants.

Service admitted; this 10th day of June, 1943.

RICHARD T. EARLE
Attorney for defendants answering

PAUL B. SMITH
Guardian ad Litem.

Filed June 15th 1943.

REPORT OF EXAMINERS DEPOSITION
 Filed June 15, 1943.

Wm. Marvin Barton and W. Edward Barton, Co-Partners, t/a Barton Bros.	:	In the Circuit Court for Queen
	:	Anne's County, in Equity.
vs	:	Cause No. 3278.
William T.K. Legg, et al.,	:	

REPORT OF EXAMINER AND DEPOSITIONS.

TO THE HONORABLE , THE JUDGES OF SAID COURT:

The report of Charles E. Tucker, one of the Standing Examiners of this Court, to your Honors, respectfully shows:

That this case by order of Court having referred to one of the standing examiners and at the request of John Palmer Smith, attorney for the plaintiff, a waiver of notice of the taking of depositions having been signed and filed in this cause by Richard T. Earle, atty, for some of the defendants, the rest of said defendants not being represented, but a decree pro confesso having been secured against them save and except as to McKenney Gibson attorney for the defendant engaged in the Military Service and _____ armed against him did on the 15th day of June, 1943, attend at the Office of John Palmer Smith in the town of Centreville, Maryland, and proceed to take the following testimony, to wit:

The First witness produced on the part of the Plaintiffs, of lawful age was George D. Smith, who being sworn deposes and states as herein set forth, the question being propounded to him by John Palmer Smith, Attorney for Plaintiff,

1st. Int. Mr. Smith, state your name and address and in what business you are engaged?
 Ans. My name is George D. Smith, I am 75 years of age, am engaged in the Store Business at Starr in the Third Election Districts of Queen Anne's County and have been so employed for many years.

2nd. Int. Did you know Thomas R. Legg, if so, is he living or dead, if dead, about when did he die?

Ans. Yes I knew Mr. Thomas R. Legg very well, he for many years lived at Starr, just a short distance from where I live, and he died sometime I think in the month of March, 1940.

3rd. Int. Do you know whether the said Thomas R. Legg, died possessed of any real estate?

Ans. Yes, He for many years has owned a piece of land of about twelve acres, situate at Starr, on the road from Starr to Queen Anne's improved by a nice little home and other outbuildings, although since his death his property especially the outbuildings have gotten in rather bad condition.

4th. Int. Mr. Smith you are the owner of real estate at or near Starr are you not? You are familiar with the value of real estate in that neighborhood are you not? In your opinion what do you think is a fair value for the 12 acres of land and improvements formerly owned by Thomas R. Legg?

Ans. I would consider One Thousand Dollars a very good price for same.

5th. Int. Mr Smith I now hand you two deed filed in these proceedings, both to Thomas R. Legg, can you identify from these deeds, the lands therein described, as the same land which you have testified that Thomas R. Legg, died seized and possessed?

Ans. Yes, it is the same land.

Examiners Special.

Ans. No.

GEO. D. SMITH

The next witness called upon the part of the Plaintiff was W. Edward Barton, being of lawful age, after having been sworn, deposes and state, as follows, to wit:
 (the questions being propounded by John Palmer Smith, Atty. for Plaintiff)

1st. Int. Mr. Barton state your name, age, and residence and occupation?

Ans. My name is W. Edward Barton, I am 48 years of age, I reside on the wharf lane or Chesterfield Ave. just outside of town, I am one of the co-partners of Barton Bros. the firm consisting of my brother, Wm. Marvin Barton and myself, we are engaged in the furniture and undertaking business in the town of Centreville, Maryland.

2nd. Int. Mr. Barton, are you and your brother, trading as Barton Bros, plaintiffs, in this case and if so can you identify the account of said firm on which this suit is based.

Ans. Yes we are the plaintiffs in this suit, this suit is based on the balance due us for our work and material s furnished by us in taking care of and burying the remains of Thomas R. Legg and from our records which have just been inspected by me, there is not evidence of the same having been paid, and our account is a just and true account as herein stated.

3rd. Int. Mr. Barton, are you or not familiar with the lands of which Thomas R. Legg died seized and possessed, if so what is your judgment as regards to the value thereof and on what do you base your judgment?

Ans. I am familiar with said lands, where Thomas R. Legg, lived for many years prior to his death, from my judgment I would say that the said tract has about 12 acres of land, improved by a frame dwelling house and outbuildings, several years prior to his death, this land was kept well cultivated and the home seemed to be in good condition, but since he was very sick and since his death, the property has gone down considerably, and since appearances has a great deal to do with property of this size, I think that it has depreciate considerably in value but consider that One Thousand Dollars to \$1200.00 would be a very good price for same at this time.

Examiner Special.

Ans. Nothing further.

W. EDWARD BARTON

The next witness called upon the part of the Plaintiff was Mis_ Katherine Thomas, of lawful age, being sworn, states as herein appears, questions being propounded by John Palmer Smith, Atty, for Plaintiff.

1st Int. Miss Thomas, state your name, age, residence and occupation?

Ans. My name is Katherine Thomas, I am 24 years of age, reside in Centreville, Maryland, I am acting Secretary to The Welfare Board of Queen Anne's County,.

2nd. Int. As Acting Sct. to said Welfare Board is a part of your duty or not to superintend the keeping of accounts for money so loaned.

Ans. It is.

3rd. Int. Miss Thomas does the records in the office of The Queen Anne's County Welfare Board disclose that one, Thomas R. Legg received or not financial assistance from said Welfare Board and if so has that money or any part of same been returned?

Ans. The Books in the Welfare Board disclosed how all money is spent and the records are full and complet, the records disclose that Thomas R. Legg, received assistance from said Welfare Board under what is commonly known as The Old Age Assistance Act.

4th. Int. Miss Thomas have you prepared a copy of what the books of the Welfare Board discloses as regards to financial assistance rendered by said Board to Thomas R. Legg, and if so does said books disclose that any of same has been returned.

Ans. The statement that I now hold in my hands and which is filed herein is a full and complet copy of the original entries on the account books of The Welfare Board and shows that Thomas R. Legg received from the Welfare Board the definite sums as set forth in said statement, none of which from any records in said office have ever been paid, and that said account as filed in this cause is still due and owing. Examiner's Special.

Ans. Nothing further.

KATHERINE THOMAS

The next witness produced upon the part of the Plaintiff was Mrs. Harry H. Legg, who being sworn testified as follows.

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

Ans. My name is Mrs. Harry H. Legg, I am widow of Harry Legg, a brother of Thomas R. Legg, and who pre-deceased the said Thomas R. Legg, I am 68 years of age, live in Chestertown, Maryland, and have no occupation.

2nd Int. Mrs. Legg this is a suit filed by a creditor of Thomas R. Legg, seeking to sell the real estate of which Thomas R. Legg died seized and possessed, if any did you know Thomas R. Legg, is he living or dead, if dead, when did he die?

Ans. Yes, I knew Thomas R. Legg, he was brother of my late husband, he lived in Queen Anne's County, near Starr and died on the 28th. day of March, 1940.

3rd, Int. Do you know the heirs of Thomas R. Legg, if so state them, whether they are married or not, if married the names of their husbands or wives and the case may be, if adult or infant and their addresses and their relationship to the said Thomas R. Legg, if you know.

Ans. Thomas R. Legg had the following brother and sisters, to wit: Harry H. Legg, a brother, my husband, who died before Thomas R. Legg, and left descendants hereinafter stated; Lawrence Legg, a brother, who predeceased the said Thomas R. Legg, and left the hereinafter setforth descendants, Florence Legg Anderson, a sister, who predeceased Thomas R. Legg and left the hereinafter stated descendants; Kendall Legg, a brother, who predeceased Thomas R. Legg, and left the hereinafter setforth descendants; Willie Legg Willis, a sister, who pre-deceased Thomas R. Legg and left the hereinafter setforth descendants; the said Thomas R. Legg left neither child nor children nor descendants from any child or children, nor father or mother, the children and grandchildren of above named brothers and sisters, composing the niece and nephews and grandnieces and grand nieces and grand nephew of Thomas R. Legg are his only heirs and at law and are as follows, to wit: The decendants of Harry H. Legg and myself are as follows, to wit:

William T.K. Legg, adult, who is married to Alice Legg and they reside in Kent County, Maryland; Arthur K. Legg, son, who is married to Violet Legg, he is an adult, they reside in Kent County, Maryland; Marion Legg, a son, adult, resides with Marie Legg, his wife, in Kent County, Maryland; Mary Legg Fowler, a daughter, adult, married to Edward Fowler and they reside in Kent County, Maryland; Estella Reehl, a grand daughter, adult, who is married to George Reehl and they are non-residents of the State of Maryland; Harry Legg, a grand son, adult married to Ruth Legg and he is a non-resident of the State of Maryland; Albert Legg, a grand son, adult married to Mary Legg, resident of New Jersey, non-resident of State of Maryland; Albert Franklin Legg, a grand son, adult, married to Katherine I. Legg, and they reside in Kent County, Maryland,

The decendants of Lawrence Legg, a predeceased brother of Thomas R. Legg, are as follows, to wit:

Lawrence Legg, single, man, adult and a resident of the State of Maryland;

William Legg, an infant, resident of the State of Maryland; Katherine Legg and Betty Anna Legg, both infants and residents of the State of Maryland.

Florene Legg Anderson, sister of Thomas R. Legg, predeceased him and left the following heirs at law Lawrence Anderson, single, adult and resident of the State of Maryland, Helen Anderson, a single woman, adult and resident of the State of Maryland.

Kendal Legg a brother of Thomas R. Legg, predeceased him and left the following heirs at law, to wit: Maude Legg Humphreys, adult, who is married to Carl Humphreys and resides in Baltimore City, State of Maryland; James Kendall Legg, Jr., an adult, who is married to Lola Pauline Legg and they are residents of the State of Maryland, and Anna Elizabeth Legg a grand daughter, infant and resident of the State of Maryland.

Willie Legg Willis, a sister of Thomas R. Legg, predeceased him and left as her heirs at law the following children, to wit: Merritt Willis, adult, who is married to Clara Willis and they reside in Kent County, Maryland, Franklin Willis, adult who is intermarried with Emma Willis, and resides in Cecil County, State of Maryland; Ernest Willis, adult, who is married to Mary Willis and they reside in Kent County, State of Maryland; James Willis, adult, who is intermarried to Maude Willis and they reside in Wilmington, State of Delaware; Florence Willis Ellis, adult, who is married to Newton Ellis, they reside in Kent County, State of Maryland; Clara Willis Apel, adult, who is married to George Apel, residents of the City of Wilmington, State of Delaware; Arthur Willis, a single man, adult I do not know his address.

All of the above conpose and constitute the only heirs at law of Thomas R. Legg.

4th. Int. Do you know of any real estate of which Thomas R. Legg owned at the time of his death?

Ans. Yes, he owned aboutn 12 acres of land, near Starr, with a cery fair house on it and some other buildings.

Examiner's Special.

Ans. Harry Legg is a grandson of Harry H. Legg, adult & married to Ruth Legg, resides in State of New Jersey.

Mrs. Harry H. Legg.

The answer to the Examiner's Special by Mrs. Harry H. Legg was after entering the same at her request discovered to be surplusage. John Palmer Smith stated that he did not desire to take and further testimony, therefore these papers are herewith returned to Court.

Costs.		
Examiner		\$ 8.00
Four Witnesses at .75¢		3.00
		<u> </u>
		\$11.00

Respectfully submitted.

CHAS E. TUCKER
Examiner.

Filed June 15, 1943.

Thomas R. Legg.
Centreville, Md.

To:

Queen Anne's County Welfare Board, Dr.

The Queen Anne's County Welfare Board, upon the application of Thomas R. Legg, rendered financial assistance to the said Thomas R. Legg in the amounts and at the times as herein stated, to wit:

6-1936	\$15.00	9-15-38	\$15.00
7-1936	15.00	10-15-38	15.00
8-1936	15.00	11-15-38	15.00
9-1936	15.00	12-15-38	15.00
10-16-36	15.00	1-14-39	15.00
11-12-36	15.00	2-15-39	15.00
12-11-36	15.00	3-15-39	15.00
1-14-37	15.00	4-15-39	15.00
2-16-37	15.00	5-15-39	15.00
3-16-37	15.00	6-15-39	15.00
4-20-37	15.00	7-15-39	15.00
5-18-37	15.00	8-15-39	15.00
6-15-37	15.00	9-15-39	15.00
7-14-37	15.00	10-14-39	15.00
8-17-37	15.00	11-15-39	15.00
9-14-37	15.00	12-15-39	15.00
10-19-37	15.00	1-15-40	15.00
11-16-37	15.00	2-15-40	15.00
12-14-37	15.00	3-15-40	15.00
1-18-38	15.00		
2-16-38	15.00	Total	690.00
3-15-38	15.00		
4-14-38	15.00		
5-13-38	15.00		
6-15-38	15.00		
7-15-38	15.00		
8-15-38	15.00		

Plaintiff Exhibit
Filed June 15th 1943.

Filed June 15, 1943.

:P::::::::::::::::::::::::::
D E C R E E
Filed July 13th 1943.

BARTON BROTHERS,

VS

WILLIAM T.K. LEGG, ET AL.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.
CHANCERY No. 3298.

This Cause standing ready for hearing and being submitted, the proceedings were read and considered.

IT IS THEREUPON, this 12th day of July, in the year nineteen hundred and forty-three, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED AND DECREED that the property mentioned in the proceedings be sold; that John Palmer Smith and Richard T. Earle 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 securities, to be approved by this Court in the penalty of One Thousand Dollars (\$1000.00) 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 successive weeks' notice by advertisement inserted in some newspaper printed and published in Queen Anne's County, Maryland, as they shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third cash, balance upon final ratification of sale, or all cash, at the option of the purchaser or purchasers, the credit portion 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 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 of him, her or them sold, free, 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 Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill and attention and fidelity wherewith they shall appear to discharge their trust.

ALBERT CONSTABLE
Judge.

Filed July 13th 1943.

.....
CERTIFIED COPY OF BOND
Filed July 13, 1943.

Queen Anne's County, to wit: Be it remembered that on this thirteenth day of July in the year nineteen hundred and forty three, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, John Palmer Smith and Richard T. Earle, of Centreville, Queen Anne's County, State of Maryland, as Principals, and Glens Falls Indemnity Company, a body corporate, of the State of New York, and duly authorized to transact business in the State of Maryland, 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, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 13th day of July, in the year nineteen hundred and forty three.

WHEREAS, the above bounden, John Palmer Smith and Richard T. Earle, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, have been appointed, Trustees to sell the property mentioned in the proceedings in the case of Wm. Marvin Barton and W. Edward Barton, co-partners trading as Barton Brothers, vs. William T.K. Legg, et al., being Chancery Cause No. 3298, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden John Palmer Smith and Richard T. Earle do and shall, well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

TEST:-	<u>John H. Price</u>	<u>JOHN PALMER SMITH</u> (SEAL) John Palmer Smith
	<u>John H. Price</u>	<u>RICHARD T. EARLE</u> (SEAL) Richard T. Earle
ATTEST:	<u>John H. Price</u>	GLENS FALLS INDEMNITY COMPANY By <u>L. HERMAN MEREDITH</u> L. Herman Meredith Attorney. Seals Place.

And on the back of the foregoing Bond was thus endorsed,
to wit:
Bond with security approved filed July 13th 1943.
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 277, 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 on this 13th day of July in the year nineteen hundred and forty three.
Seals Place.
A. SYDNEY GADD JR. Clerk

REPORT OF SALE
Filed August 10, 1943.

BARTON BROTHERS, : IN THE CIRCUIT COURT FOR
VS : QUEEN ANNE'S COUNTY, IN
WILLIAM T.K. LEGG, ET AL., : EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The Report of John Palmer Smith and Richard T. Earle, Trustee under a decree in said cause to sell the real estate therein mentioned, shows:

That having duly filed their approved bond and given 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 three successive weeks before the day of sale, they did, pursuant to said notice, attend at Centreville, Queen Anne's County, Maryland, in front of the Court House Door, on Tuesday, August 10th, 1943, at 2 o'clock P.M., and then and there proceeded to sell said real estate, as follows; to wit:-

All that tract or parcels of land known as "The Thomas R. Legg Home Property", situate at or near the village of Starr, in the Sixth Election District of Queen Anne's County, Maryland, bounded by the roads leading from Starr to Hillsboro and to Ruthsburg, containing in the aggregate the quantity of Eleven and one-half Acres (11-1/2) of land, more or less, improved by a frame dwelling house and outbuildings, being the same property described in these proceedings, and sold the same unto George W. Gorman, of Chesapeake City, Maryland, at and for the sum of Eleven Hundred Dollars (\$1100.00) he being then and there the highest bidder therefore.

That the aforesaid sale was bona fide and fairly made, and for the best price obtainable, and the said George W. Gorman, purchase has fully complied with the terms of sale by paying the sum of \$1100.00 in cash.

Respectfully submitted,

JOHN PALMER SMITH

RICHARD T. EARLE
Trustees.

State of Maryland,

Queen Anne's County, To wit:-

I hereby certify, that on this 10th day of August, 1943, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith and Richard T. Earle, the above named Trustee, and each made oath in due form of law that the matters and facts stated in the foregoing Report are true to the best of their knowledge and belief, and that the sale was fairly made.

A. SYDNEY GADD JR.
Clerk of the Court.

Filed August 10, 1943.

CERTIFICATE OF PUBLICATION OF
TRUSTEES' SALE OF REAL ESTATE .
Filed August 10, 1943.

TRUSTEES' SALE OF VALUABLE HOUSE & 11½ ACRES NEAR STARR.

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed in Cause No. 3298, entitled "Barton Bros. vs. Wm. T. K. Legg, et al.", the undersigned, as Trustees named in said Decree, will sell at public sale to the highest bidder in front of the Court House door at Centreville, Queen Anne's County, Maryland, on TUESDAY, AUGUST 10, 1943 at the hour of 2 o'clock P.M.

All that tract or parcels of land known as "The Thomas R. Legg Home Property" situate at or near the village of Starr, in the Sixth Election District of Queen Anne's County, Maryland, bounded by the roads leading from Starr to Hillsboro and to Ruthsburg, containing in the aggregate the quantity of ELEVEN and ONE-HALF ACRES (11½ Acres) of land, more or less, improved by a frame dwelling house and outbuildings. Being the same land conveyed unto Thomas R. Legg by two deeds, one from James F. Legg, et al., dated August 5, 1911, and recorded in Liber S. S. No. 10, fol458, and the other from W. W. Pippin dated June 10, 1927, and recorded in Liber B.H.T. No. 6, fol 562, and which land is more particularly described in said chancery case.

The property is ideally located, has a nice fertile tract of land suitable to growing any crops, and is improved by a nice home, and would make a fine home for anyone. Possession at once.

TERMS OF SALE: One-third cash day of sale balance upon ratification of sale, interest on deferred payment from day of sale until paid, and deferred payment to be secured by note of purchaser with sureties to be approved by trustees,

or all cash, at option of purchaser. Other particulars announced day of sale.

JOHN PALMER SMITH

RICHARD T. EARLE.
TRUSTEES.

J. Elmer Anthony, Auct.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. August 10th 1943.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, A body corporate, does hereby certify that the Trustees Advertisement of Real Estate in the case/estate of Barton Brothers, vs. Wm. T.K. Legg, et al. Chan. Cause # 3298 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 10th day of August, 1943, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD - OBSERVER was on the 15th day of July 1943, and the last insertion on the 5th day of August 1943.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By JOHN H. PRICE

Filed August 10, 1943.

.....
NISI SALE
Filed Aug. 10, 1943.

N I S I

Barton Brothers,

vs

William T. K. Legg, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, IN EQUITY.

CHANCERY No. 3298.

ORDERED, This 10th day of August A. D., 1943, that the sale of the real estate made and reported in this cause by John Palmer Smith and Richard T. Earle, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of September next.

The Report states the amount of sale to be \$1100.00.

A. SYDNEY GADD JR. Clerk

Filed August 10, 1943.

.....
CERTIFICATE OF PUBLICATION
NISI SALE
Filed Oct. 8th 1943.

ORDER NISI

Barton Brothers,

vs

William T.K. Legg, et al.

In the Circ uit Court for

Queen Anne's County, in Equity.

Chancery No. 3298.

ORDERED, This 10th day of August A.D., 1943, that the sale of the real estate made and reported in this cause by John Palmer Smith and Richard T. Earle, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of September next.

The Report states the amount of sales to be \$110.00.

A. Sydney Gadd Jr. Clerk

Filed August 10, 1943.

True Copy
Test:

A. Sydney Gadd Jr. Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. October 8th 1943.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the case/estate of Barton Brothers vs. William T.K. Legg, et al Chancery No. 3298 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed

and published at Centreville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 13th day of September 1943, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD OBSERVER was on the 12th day of August 1943, and the last insertion on the 2nd day of September 1943.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY.

By JOHN H. PRICE

Filed Oct. 8th 1943.

.....
CERTIFIED COPY OF BOND
Filed Oct 8, 1943

Queen Anne's County, to wit: Be it remembered that on this Eighth day of October in the year nineteen hundred and forty three, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, John Palmer Smith and Richard T. Earle, of Centreville, Queen Anne's County, State of Maryland, as Principals and Glens Falls Indemnity Company, a body corporate, of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE HUNDRED DOLLARS (\$500.00), 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 8th day of October, in the year nineteen hundred and forty three.

WHEREAS, the above bounden John Palmer Smith and Richard T. Earle were appointed Trustees to sell the real estate mentioned and described in Chancery Cause No. 32 98, in the Circuit Court for Queen Anne's County, and have heretofore filed their bond as such in the sum of \$1,000.00:

AND WHEREAS, in pursuance of said decree of said Court the said principals have sold the real estate described in said proceedings at and for the sum of \$1,100.00, and this bond is therefor given as an additional security.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden John Palmer Smith and Richard T. Earle do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

Nancy duVal Christian

JOHN PALMER SMITH (SEAL)
John Palmer Smith

RICHARD T. EARLE (SEAL)
Richard T. Earle

GLENS FALLS INDEMNITY COMPANY

By L. Herman Meredith
L. Herman Meredith, Attorney

Corporate Seals Place.

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

Security approved and Bond filed Oct. 8th , 1943.

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 288 A Bond Record Book for Queen Anne's County.

Seals
Place.

In Testimony Whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County on this 8th day of October in the year nineteen hundred and forty three.

A. SYDNEY GADD JR. Clerk

.....
PETITION FOR NOTICE TO CREDITORS
Filed Oct 8th 1943

BARTON BROTHERS,

VS

WILLIAM T.K. LEGG, ET AL.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, IN EQUITY.

Chancery No. 3298.

TO THE HONORABLE, THE JUDGES, OF SAID COURT:

The Petition of John Palmer Smith, Attorney for the Plaintiffs, to your Honors respectfully shows:

That your Petitioner as Trustee, together with his co-trustee, has in hand for distribution to the creditors of Thomas R. Legg and for the payment of costs, the sum of \$1100.00, the proceeds of sale arising from the sale of the real estate in this cause, and your Petitioner prays this Court to pass an order in this cause giving the creditors of the said Thomas R. Legg an opportunity to file their claims in this cause so as to participate in the net proceeds of the real estate sold herein.

JOHN PALMER SMITH
Solicitor for Plaintiffs.

Filed Oct. 8th 1943.

.....
PETITION FOR ALLOWANCE OF FEE
Filed Oct. 8th 1943.

BARTON BROTHERS,

IN THE CIRCUIT COURT FOR

VS

QUEEN ANNE'S COUNTY, IN EQUITY.

WILLIAM T.K. LEGG, et al.

Chy. No. 3298.

To the Honorable, the Judges of said Court:

The Petition of John Palmer Smith, Solicitor for the Plaintiffs, to your Honors respectfully shows:

1. That your Petitioner is an attorney at law and as such was retained by the Plaintiffs to file the Creditors' Bill in this cause; that before filing said Bill, your petitioner was placed to consideration extra work in tracing the genealogy of the defendant parties to this cause; that he had to make two trips to Chestertown, Maryland, to consult with one of the relatives in order to trace certain parties and to get numerour addresses; that he had to write to the War Department to ascertain the military service of certain parties defendant; that he has had to enter into voluminous correspondence in order to get all the parties defendant into Court; that he has had considerable trouble in locating certain infant defendant, and in getting them properly into Court, and in preparing petition and order and answer for guardian ad litem; that the Order of Publication he had to prepare was very voluminous; that he had to re-issue for subpoenas for numerous defendants several times; that he has made numerous telephone calls in order to contract certain defendants, one of whom was overseas and just recently returned from the battle - front; that he had to examine the title to the property of the decendent for description; that he had to take testimony in the proceedings and arrange for the transportation of the witnesses; that he had to attend the sale of said property; prepare the advertisements; that the records show at least 36 separate papers in these proceedings and 40 defendants, residents and non-residents.

2. That all of the above involved a great deal of work and trouble, and as co-trustee in this case, your Petitioner's portion of the commissions are not sufficient to compensate him for his labors; that the real estate sold for \$1,100.00 in this cause; that after the payment of the expenses of this case, the balance is for the benefit of creditors of Thomas R. Legg; that all the creditors of Thomas R. Legg desire to file their claims and participate in the net proceeds and have therefore benefited by the labors of your petitioner.

3. Your Petitioner therefore prays your Honors to pass an order allowing your Petitioner out of the net proceeds a sum of money as his fee for his legal services and to direct the Trustees hold the money to pay said fee, and directing the Auditor to allow such fee.

Respectfully submitted,

JOHN PALMER SMITH

Filed Oct, 8th 1943.

ORDER OF COURT.

The foregoing Petition having been read and considered, It is Thereupon, on this 15th day of October, 1943, Ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that John Palmer Smith, the attorney filing the Bill of Complaint in this cause, be and he is hereby allowed out of the net proceeds of sale of the real estate in this cause the sum of One Hundred Dollars (\$100 .00) for said services rendered for the benefit of creditors in this cause, and it is further ordered that the Trustees in this cause are directed to pay the same out of the moneys in thie hands, and the Auditor in this Cause is directed to allow said sum in his Report and Account.

ALBERT CONSTABLE
Judge.

Filed Oct. 15th 1943.

.....
ORDER OF COURT
Filed Oct. 15th 1943.

ORDERED, this 15th day of October, 1943, by The Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, that the

within and aforesaid sale made and reported by John Palmer Smith and Richard T. Earle, Trustees 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 the previous order Nisi filed herein, the trustees are allowed the usual commissions and all expenses, net personal, upon the production of proper vouchers for the same before the auditor.

ALBERT CONSTABLE
Judge.

Filed Oct. 15th 1943.

.....
PETITION FOR NOTICE TO CREDITORS
Filed Oct 8th 1943.

ORDER OF COURT
NOTICE TO CREDITORS.

ORDERED, this 15th day of October, 1943 by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the Creditors of Thomas R. Legg, deceased, file their claims, properly authenticated, with the Clerk of said Court, on or before the 25th day of January, 1944, or be excluded from participation in the distribution of the proceeds of the sale of the real estate mentioned and described in Chancery Cause No. 3298 in the Circuit Court for Queen Anne's County, in Equity, 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 19th day of November, 1943.

ALBERT CONSTABLE
Judge.

Filed Oct. 15th 1943.

.....
CERTIFICATE OF PUBLICATION OF
ORDER OF COURT
NOTICE TO CREDITORS.
Filed March 20th 1944.

Barton Brothers : In the Circuit Court for Queen
vs : Anne's County, in Equity.
William T.K. Legg, et al., : Chancery No. 3298.

ORDER OF COURT
NOTICE TO CREDITORS

ORDERED, this 15th day of October, 1943, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the Creditors of Thomas R. Legg, deceased, file their claims, properly authenticated, with the Clerk of said Court, on or before the 25th day of January, 1944, or be excluded from participation in the distribution of the proceeds of the sale of the real estate mentioned and described in Chancery Cause No. 3298 in the Circuit Court for Queen Anne's County, in Equity; 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 19th day of November, 1943.

ALBERT CONSTABLE
Judge.

Filed Oct. 15th 1943.

True Copy :
Test: A. Sydney Gadd Jr. Clerk

QUEEN ANNE'S RECORD- OBSERVER.

CENTREVILLE, Md. Margh 20th 1944.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to Creditors in the case/estate of Barton Brothers vs William T.K. Legg, et al a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 19th day of November 1944 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD - OBSERVER was on the 21st day of October 1944, and the last insertion on the 11th day of November 1944.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By JOHN H. PRICE

Filed March 20th 1944.

.....

A U D I T

Filed May 19, 1944.

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

W. Marvin Barton et al.

Chancery Docket,

versus

Cause NO. 3298.

William T.K. Legg, et al.

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 annexed account between the Trustees of this Cause by charging them with the amount of the gross sale of this cause made by said Trustee, per their report of sale filed herein and then by allowing thereout to them the following items:

The amount of the commissions of said Trustees for making the sale, the cost of advertising the order of publication passed in this cause, the fee to be paid John Palmer Smith for legal services per order of Court, the court costs of this cause, the costs of the bond filed by the Trustees, the fee of the Auctioneer for crying the sale, the cost of advertising notices of sale and notice to creditors, the cost of fire insurance on the property sold, the amount of taxes on the land sold paid by the Trustees, the cost of obtaining answer filed herein by Edward S. Legg, non-resident in lieu of advertisement of order of publication against him, cost of advertising order nisi on this audit and the fee of the auditor.

The claim of Barton Brothers for funeral expenses of Thomas R. Legg mentioned in the proceedings filed against the proceeds of sale in this cause of \$85.00, is next allowed in full as it appears that this claim is under the law entitled to be paid as a preference claim and has priority of payment over the claim mentioned below.

It appears that only one other claim against the said Thomas R. Legg has been filed in this Cause against the proceeds of sale, to wit: the claim of Queen Anne's County Welfare Board.

The balance of the gross sale remaining after allowances thereout of the above mentioned items is not sufficient to pay this claim (which is \$690.00 in amount) is by the within account next distributed or allowed unto the said Queen Anne's County Welfare Board.

Which is respectfully submitted,

MADISON BROWN
AUDITOR.

May 19, 1944.

Filed May 19, 1944.

CAUSE NO. 3298.

The proceeds of the sale of the Real Estate of which Thomas R. Legg died seised and possessed IN ACCOUNT WITH John Palmer Smith and Richard T. Earle, Trustees appointed by the decree passed in this cause to sell said Real Estate.

1943

Aug.

10

By amount of the gross sale made on this date per report of sale filed by said Trustees, to wit:\$1,100.00

1943

Aug.

10

To John Palmer Smith and Richard T. Earle, the trustees for their commissions for making the sale, per rule of Court, the sum of\$ 73.50

To the same Trustees for the Court costs of this cause as set out in the "Statement of Costs", made by Clerk of Court, exhibited, as follows:

Costs of		
said Clerk,	\$79.65	
Sheriff of Carroll County,	1.90	
Sheriff of Kent County,	9.00	
Sheriff of Baltimore City,	6.85	
Sheriff of Cecil County,	1.50	
Sheriff of Queen Anne's County,	2.25	
Charles E. Tucker, Examiner,	8.00	
Witness, before Examiner,	3.00	
Paul B. Smith, guardian ad litem,	4.00	
Amount of above cost which has been paid to clerk of Court, per his receipt exhibited,		
.....	\$116.15	
Appearance fee of		
Attorney for Plaintiffs,	10.00	
Attorney for defendants,	10.00	
Total Court costs allowed,	136.15	\$136.15

To John Palmer Smith, Attorney for legal services rendered in this cause to creditors of Thomas R. Legg, per order of Court passed herein October 15, 1943, the sum of \$ 100.00

To same Trustees for the costs of advertising in Queenstown News order of publication, passed in this cause, per receipted account for same exhibited, the sum of\$ 55.00

To same Trustees for the costs of their bond containing corporate surety filed herein per receipted account for same, exhibited, the sum of \$ 10.00

To same Trustees for the fee paid by them to J. E. Anthony for crying the sale made per his receipt for same exhibited, \$15.00

Amounts carried to the next page. \$389.65 \$1,100.00

CAUSE NO. 3298.

Amounts brought forward, \$389.65 \$1,100.00

DR.

To same Trustees for cost of advertising in the Centreville Newspaper
 Notices of sale,\$36.39
 Notice to Creditors,..... 5.00
41.39
 Per receipted account for same exhibited, the sum of 41.39

To same Trustees for costs of insurance on the property sold obtained by Barton Brothers paid or to be paid to them, per receipted accounts for same exhibited, the sum of 34.39

To same Trustees for amount of State & County taxes due by Thomas R. Legg on property sold, paid by them to Tax Collector, per receipted statements for same exhibited, the sum of 59.84

To the same Trustees for the cost of obtaining Edward S. Legg, non - resident defendant to sign his filed answer to save costs of advertising order of publication against him, per statement exhibited per also check to said Legg, the sum of 5.00

To same Trustees 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 ...q..... 13.50

To balance carried below, to wit: \$ 547.27
552.73
 1,100.00 \$1,100.00

CR.

By the amount of balance mentioned above, to wit: \$552.73

DR.

To William M. Barton and W. Edward Barton, Co-partners trading as Barton Brothers in full of their claim against the estate of Thomas R. Legg, for costs of casket, for burial of his remains and the interment of said remains, per proven claim for same filed in this cause as exhibit No. 1, the sum of\$85.00

To amount carried to next page,\$467.73

CAUSE NO. 3298

By amount of sale brought forward from Page 3, to wit:\$ 467.73

DR.

To Queen Anne's County Welfare Board on account of claim of \$690.00, filed by said Board in this cause against the Estate of Thomas R. Legg for financial assistance rendered him in his lifetime by said Board, per said Claim (duly proven),
 to wit: the sum of\$467.73

\$467.73 \$467.73

May 19th 1944.

MADISON BROWN
 AUDITOR.

Filed May 19, 1944.

.....
 N I S I A U D I T
 Filed May 19th 1944.

NISI RATIFICATION OF AUDIT

W. MARVIN BARTON ET AL. : IN THE CIRCUIT COURT FOR
 VS : QUEEN ANNE'S COUNTY,
 WILLIAM T.K. LEGG ET AL. : IN EQUITY.
 : Cause No. 3298.

ORDERED, This 19th day of May in the year nineteen hundred and 44 that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of June, 1944; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of June, 1944, in some newspaper printed and published in Queen Anne's County.

Filed May 19th 1944. A. SYDNEY GADD JR. Clerk

.....
 NISI RATIFICATION OF AUDIT
 Filed July 24, 1944.

NISI RATIFICATION OF AUDIT

W. MARVIN BARTON ET AL. : IN THE CIRCUIT COURT FOR
 VS : QUEEN ANNE'S COUNTY, INEQUITY.
 WILLIAM T.K. LEGG, ET AL. : CAUSE No. 3298.

ORDERED, This 19th day of May in the year nineteen hundred and forty-four that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of June, 1944; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of June, 1944, in some newspaper printed and published in Queen Anne's County.

Filed May 19, 1944. A. SYDNEY GADD JR. Clerk

True Copy
 Test: A. SYDNEY GADD JR. Clerk

QUEEN ANNE'S RECORD AND OBSERVER
 Centreville, Md. July 24th 1944.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of W. Marvin Barton et al. vs William T.K. Legg, et al. Cause No. 3298 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for two successive weeks before the 9th day of June 1944, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD - OBSERVER was on the 25th day of May 1944, and the last insertion on the 1st day of June 1944.

THE QUEEN ANNE'S RECORD AND OBSERVER
 PUBLISHING COMPANY
 By J. H. Price

Filed July 24, 1944.

.....
 ORDER OF COURT
 Filed August 1, 1944.

W. Marvin Barton, et al., IN THE CIRCUIT COURT FOR
 vs QUEEN ANNE'S COUNTY, IN EQUITY.
 William T.K. Legg, et al.,

ORDERED, this 31st day of July, 1944, 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 ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by the advertisement of the Audit Nisi.

Filed August 1, 1944. J. OWEN KNOTTS
 Judge.



Thomas J. Keating
James T. Earle, Assignee's

Proceedings brought forward from
Liber J.F.R. No. 2, folio 453
A Judgment Extensio Record Book for
Queen Anne's County.

vs.

JE.R. Coppage,
Anna May Coppage, his wife,
Mortgagors.

Chancery No. 2444

.....
CERTIFIED COPY OF MORTGAGE
Filed Jan 18, 1945.

5579 QUEEN ANNE'S COUNTY, to wit: be it remembered that on the sixth day of October in the year nineteen hundred and sixteen, the following MORTGAGE was brought to be recorded, to wit:

THIS MORTGAGE, made this second day of October in the year nineteen hundred and sixteen, by Joseph E. R. Coppage and Anna May Coppage, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Joseph E. R. Coppage is justly indebted unto Lemuel Dunbracco and Eliza D. Roberts of Queen Anne's County, Maryland, in the full sum of Five Thousand Dollars (\$5000.00) in the following proportions, that is to say: is indebted unto the said Lemuel Dunbracco in the sum of two thousand dollars (\$2000.00) and is indebted unto the said Eliza D. Roberts in the sum of Three Thousand Dollars (\$3000.00) for money loaned and advanced in said respective sums by said Lemuel Dunbracco and said Eliza D. Roberts unto said Joseph E. R. Coppage and which has been applied by said Joseph E. R. Coppage to the payment of the balance of purchase money for the real estate hereinafter conveyed.

AND WHEREAS it was agreed, as a condition precedent to the making of said loan that the said sum of two thousand dollars should be paid unto the said Lemuel Dunbracco at the expiration of five years from the date hereof, and that the said sum of three thousand dollars should be paid unto the said Eliza D. Roberts at the expiration of five years from the date hereof, with interest on each of said amounts, payable in the meantime semi-annually from the date hereof, at the rate of (5) per cent per annum, and that the payment thereof should be secured by the execution of this mortgage.

NOW THEREFORE, THIS MORTGAGE WITNESSETH: that, for and in consideration of the premises and of the sum of one dollar, the receipt of which is hereby acknowledged, the said Joseph E. R. Coppage and the said Anna May Coppage, do hereby grant and convey unto the said Lemuel Dunbracco and Eliza D. Roberts, as tenants in common, their heirs and assigns, in fee simple, the following real estate, to wit:-

Parcel No. 1- All that tract of land or farm known as the "Devorix Farm" now in the tenancy of said Joseph E. R. Coppage, situate in the second election district of Queen Anne's County, Maryland, adjoining and immediately to the rear of the farm known as Bishop Field or the "John Coppage Home Farm" just recently conveyed to B. Clay Coppage and also adjoining the Crance Farm, containing one hundred and seven acres and nine perches of land, being the tract of land or farm conveyed to Joseph E. R. Coppage in the Deed of Partition between said Joseph E. R. Coppage, B. Clay Coppage and others dated September 28, 1916, and to be recorded among the land record books for Queen Anne's County preceding the recording of this mortgage.

Parcel No. 2- All that tract of land or farm, known as "Fox Hill" farm, or the "Benjamin L. Coppage Home Farm", whereon Noble L. Coppage now resides, situate in the Second Election District of Queen Anne's County, Maryland, on the public road leading from Church Hill to Barclay, adjoining the "Scott" farm of Harry V. Gould, adjoining the lands of Vickers Hollingsworth and the lands of others, containing one hundred and seventy acres and twenty six perches of land, more or less, and also the "Saw Mill Lot" containing about one acre of land situate immediately adjoining said "Fox Hill Farm", the said farm and lot being the said real estate conveyed to said Joseph E. R. Coppage by deed from Noble L. Coppage and Mary E. Coppage, his wife, bearing even date herewith and to be recorded among the land record books for Queen Anne's County preceding the recording of this mortgage.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the buildings and improvements thereon erected and being.

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

PROVIDED, that if the said Joseph E. R. Coppage his heirs, executors, administrators or assigns, shall well and truly pay to the said Lemuel Dunbracco, his executors administrators or assigns the aforesaid sum of Two Thousand Dollars, and the interest to accrue thereon, and shall well and truly pay unto said Eliza D. Roberts, her executors administrators or assigns the aforesaid sum of Three thousand dollars and the interest to accrue thereon as above set forth, and shall perform all the covenants, conditions and agreements herein on his, their

part to be performed, then this mortgage shall be void; and until default be made in the premises the said Joseph E. R. Coppage, his heirs and assigns, shall possess said property.

AND the said Joseph E. R. Coppage, 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 Lemuel Dunbracco, and Eliza D. Roberts, their 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, their executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in 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 Lemuel Dunbracco or Eliza D. Roberts, successors, executors, administrators 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 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 then matured or not; and third, the balance to Joseph E. R. Coppage, 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 Lemuel Dunbracco and Eliza D. Roberts, their executors, administrators, 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 the 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 Joseph E. R. Coppage, for himself, his heirs, executors, administrators and assigns, hereby covenant to apay.

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

Test:

C. S. Jump.

JOSEPH E. R. COPPAGE (SEAL)

ANNIE M. COPPAGE (SEAL)

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this second day of October, in the year nineteen hundred and sixteen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Joseph E. R. Coppage and Anna May Coppage, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed.

And at the same time before me also personally appeared Thomas J. Keating, Agent for Lemuel Dunbracco and Eliza D. Roberts, the Mortgagees named in the foregoing mortgage, 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 Thomas J. Keating also further made oath in due form of law that he is duly authorized agent of the said mortgagees, Lemuel Dunbracco and Eliza D. Roberts, to make the oath as to the consideration stated in this mortgage.

C. S. JUMP
Justice of Peace.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventh day of June, in the year nineteen hundred and twenty two, the following Assignment was filed for record, to wit:-

We, hereby transfer and assign the within and aforegoing mortgage to Thomas J. Keating and Jas. T. Earle for the purpose of collection and foreclosure.

Witness our hands and seals this 6th day of June, in the year 1922.

Test: T. J. Keating.

LEON DUNBRACCO (SEAL)

ELIZA D. ROBERTS (SEAL)

STATE OF MARYLAND

QUEEN ANNES COUNTY, TO WIT:

I hereby Certify that the aforegoing is truly taken and copied from Liber W. F. W. No. 9, folio 360 A Land Record Book for Queen Anne's County.

(Seals Place.)

In Testimony Whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County on this 20th day of January in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk of Court.

Chancery Proceedings brought forward from Liber A.S.G. Jr. No. 2, folio 270
Chancery No. 3330

STATEMENT OF SECOND MORTGAGE LIEN
Filed April 28th 1943

THOMAS J. KEATING,
ASSIGNEE OF MORTGAGE,

VS

HER-BERT Z. BEAVEN,

MARY B. BEAVEN, HIS WIFE,
MORTGAGORS.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
CHANCERY No. 3330

STATEMENT OF SECOND MORTGAGE DEBT.

Statement of the second mortgage debt due and owing as of the day of sale, to wit, September 5th, 1942:

Balance due on mortgage debt	\$ 650.00
Interest from July 5th, 1941, to September 5th, 1942.	45.50
Bal. of mortgage debt and int. to Sept. 5- 42	\$ 695.50
to 5% attorney's commissions	34.75

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:-

I HEREBY CERTIFY , that on this 28th day of April, 1943, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Assignee of Mortgage, and made oath in due form of law that the aforegoing Statement of the Mortgage Debt is true to the best of his knowledge and belief, and that he hath received no part or parcel of the same.

A. SYDNEY GADD JR.
Clerk of the Court.

Filed April 28th 1943.

.....

A U D I T:
Filed May 6, 1943.

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

Thomas J. Keating, assignee
versus
Herbert Z. Beaven and Mary B. Beaven,
his wife.

Chancery Docket,
Cause NO. 3330

To the Honorable, the Judges of said Court:-

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

(1) That by the audit filed in this cause on December 21, 1942 a surplus proceeds of the mortgage sale therein mentioned are shown undistributed and as the property of the mortgagors, Herbert Z. Beaven and Mary B. Beaven, his wife, hereinafter called Mortgagors.

(2) That on December 21, 1942, Thomas J. Keating as assignee of a mortgage given by Edward O. Smith on the land sold filed a petition in this cause, hereinafter called "surplus sale petition" (see paper No. 21) claiming the surplus proceeds of sale and the Court by its order passed the same date (see Paper No. 22) on this petition

- (1) directed the auditor to give notice to all persons claiming an interest in said surplus to file their claims against the same with the auditor,
- (2) authorized the auditor to take such testimony as might be necessary to establish any claim filed and
- (3) directed the auditor to state and return to this court distributing said surplus to such claimants as might file claims as their rights might appear.

(3) That the auditor gave the notice directed to be given by him as above set forth to all persons claiming an interest to said surplus mortgage sale including all assignees of said Mortgagors to file their claims on or before a certain date named in said notice by advertisement in a county paper and the auditor filed herewith as part of this audit a copy of such notice as advertised with a certificate of publication thereof annexed.

(4) That on April 28, 1943, and after the expiration of the said notice the auditor, deeming testimony necessary to establish the claim mentioned in said "surplus proceeds of sale petition" as Exhibit No. 1 procured Thomas J. Keating, the petitioner and John Palmer Smith, his attorney to attend at his office to give testimony to establish said claim and as a basis for the distribution of said surplus, and pursuant to request of the auditor the petitioner and his attorney met at the place mentioned and testimony for the purpose mentioned was taken by the auditor in writing and the same will be returned to the court, with three exhibits filed with the auditor, when this audit is filed.

(5) That under the advertized creditor's notice given by the auditor only one claim has been filed with the auditor, the claim of Thomas J. Keating, assignee of the mortgage given by Edward O. Smith filed as Exhibit No. 1 with the surplus proceeds of sale petition.

(6) That from the testimony taken and the Exhibits filed with the auditor it is established

- (1) that the mortgagors conveyed subject to their mortgage the mortgage land unto Edward O. Smith;
- (2) that said Edward O. Smith gave the mortgage mentioned in these proceedings as Exhibit No. 1;
- (3) that said mortgage is held by Thomas J. Keating for collection through mesne assignments and that the same has not been paid;
- (4) that the amount due under the mortgage so called "Exhibit No. 1" as of the day of sale, of this cause, is set forth in the statement of mortgage debt filed herein on April 28, 1943 and filed with and returned by the auditor.

(7) That the auditor has stated the within account in accordance with the directions given him by the court and has therein first charged unto Thomas J. Keating, the vendor of the cause the amount of the surplus proceeds of the mortgage sale undistributed by the audit filed December 15, 1942 now remaining in his hands and then has thereout allowed as follows:
Unto the said vendor the cost of advertising notice to creditors, the order nisi to be passed as to this audit and the cost due the clerk of the court;
Unto said Thomas J. Keating as assignee of the mortgage as given by Edward O. Smith mentioned herein as Exhibit No. 1, the full amount of the mortgage debt due to him under said mortgage on the day of the sale, of this cause;
Unto the auditor his fee for stating this audit and the cost of services of his clerk in the taking of the testimony.

(8) The balance of the amount so charged unto the vendor of this cause remaining after these allowances is left in the hands of the vendor undistributed and said balance appears to be the property of Edward O. Smith but no claim on his part nor on the part of any assignee of his has been filed as a basis of distribution of said balance.

Respectfully submitted,

MADISON BROWN
Auditor

Mary 5, 1943.

Filed May 6, 1943.

CAUSE NUMBER 3330

The proceeds of the sale of the mortgaged real estate of Herbert Z. Beaven and Mary B. Beaven, his wife, Mortgagors making the mortgage mentioned in this cause and under which the sale hereindescribed was made IN ACCOUNT WITH Thomas J. Keating, assignee of said mortgage and as such the vendor making said sale.

1942
Sept.

CR.

5 By balance of the mortgage sale, being the surplus proceeds of the mortgage sale remaining in the hands of Thomas J. Keating, assignee and the vendor of this cause by the audit filed in this cause December 15, 1942, as will appear by reference to said audit, to wit: the sum of\$1,277.12

DR.

1942
Sept.

5 To Thomas J. Keating, assignee and vendor for the payment of the cost of advertising notice to creditors given by the auditor under the order of the Court, per account for same, appears, to wit: the sum of\$ 5.00
To the same vendor for the payment of the cost of advertising the order nisi to be passed as to this audit, to wit: the sum of\$ 3.50
To the same vendor for the payment of the cost of the Clerk of this Court from and after time of the first audit to and including the cost due under this audit, per statement of cost made out by said clerk exhibited, to wit: the sum of \$16.60

To Thomas J. Keating, assignee of the mortgage from Edward O. Smith to Herbert Z. Beaven and Mary B. Beaven, his wife, dated May 18, 1925, filed with "surplus proceeds of sale petition" as Exhibit NO. 1, assigned to said Thomas J. Keating for collection in full payment of the indebtedness, principal, interest and attorney's commission of collection, per statement of mortgage debt due under said mortgage filed April 28, 1943, to wit: the sum of ...\$730.25

To Madison Brown, auditor, for stating this account and for the services of his clerk at the taking of the testimony returned by him, the sum of \$ 12.00

To balance carried below, the sum of \$767.35
509.77
1,277.12 \$1,277.12

CR.

By balance brought down from above the same to remain subject to the future order of this court, to wit: the sum of \$ 509.77

May 5, 1943
Filed May 6, 1943.

MADISON BROWN
Auditor

TESTIMONY TAKEN BY AUDITOR
Filed May 6, 1943

In the Circuit Court for Queen Anne's County, in Equity.) Cause No.
Thomas J. Keating, assignee, versus Herbert Z. Beaven.) 3330

To the Honorable, the Judges of said Court:-

The report of Madison Brown, your auditor, respectfully sets forth: That by the order of this Court passed herein December 21, 1942 Paper No. 22, the auditor was directed to state an audit distributing the surplus proceeds of sale shown undistributed by audit filed December 21, 1942, among those persons filing claims as assignees of Herbert Z. Beaven and Mary B. Beaven, his wife, to said surplus and to take such testimony as might be necessary to establish such claims.

The only one such claim was filed and that by Thomas J. Keating, assignee of Mortgage, under Petition filed herein December 21, 1942 (Paper No. 21) and to establish this claim the auditor procured the said petitioner and his attorney, John Palmer Smith to attend at this office in Centreville on April 28, 1942, to give testimony to establish said claim and on that date at that place named above the Petitioner and his attorney did attend and the following testimony was taken.

The first witness produced before the auditor is the Honorable Thomas J. Keating who being first duly sworn does testify as follows: in answers to questions propounded by John Palmer Smith. esquire, his attorney

Question 1: Kindly examine the petition filed by you in this case on December 21, 1942 as the assignee of the second mortgage lien on the real estate sold in these proceedings.

This mortgage according to the petition was executed by Edward O. Smith and Fannie M. Smith, his wife, to Herbert Z. Beaven and Mary B. Beaven, his wife, and was by Herbert Z. Beaven assigned unto H.B.W. Mitchell. According to the petition this mortgage has been assigned to you as attorney for the purpose of collection. I now hand you a paper writing marked Petitioner's Exhibit No. 1 filed in this case on December 21, 1942. Please examine the same and state what it is.

Answer:

It is a certified copy of the mortgage described in my petition filed in this case December 21, 1942.

Mr. Smith now files with the auditor the paper writing above referred to.

Question 2: I now hand you a paper writing dated May 9, 1925 propoing to be a deed given by Herber_ Z. Beaven and Mary B. Beaven, his wife, to Edward O. Smith and FAnnie M. Smith on certain real estate therein described. I mean by this that it is a certified copy of the deed from Herbert Z. Beaven and Mary B. Beaven on certain land therein described.

Please examine the same and state what it is.

Mr. Smith now hands the paper writing to the witness who examines it and makes this answer.

Answer: This paper writing is a certified copy of the deed mentioned and described in the certified copy of the mortgage which has been already filed with the auditor today and conveys the same land described in the mortgage mentioned.

Mr. Smith now files with the auditor the paper writing above referred to, the same being thecertified copy of the deed from Herbert Z. Beaven and Mary B. Beaven, his wife to Edward O. Smith and Fannie Smith, his wife.

The auditor marks the same "Petitioner's Exhibit No. 2".

Question 3:

Judge Keating I now hand you a paper writing which is marked on the back of the same "statement of second mortgaged lien" Please examine the same and state what it is.

Answer:

The same is a statement of the mortgage indebtedness, principal interest and comm-issions due unto me as the assignee of the mortgage from Edward O. Smith and Fannie M. Smith, his wife, and assigned unto me for the purpose of collection. A copy of this mortgage has been filed in this cause and with the auditor marked "Petitioner's Exhibit No. 1".

Question by the auditor:

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 that may be material to the subject of this your examination or the matters in question between the parties?

If ye, state the same fully and at large in your answer.

Answer: I do not, except that Mr. Sped Hardesty, who I learn owned the land on the day of the sale admitted to me prior to the day of sale that the indebtedness set forth in the statement of the mortgage debt filed is correctly stated therein.

THOS. J. KEATING

Filed with the auditor as part of this testimony where the following paper writings; to wit:

Certified copy of deed from Herbert Z. Beaven and Mary B. Beaven, his wife, to Edward O. Smith, dated May 9, 1925 and endorsed on the cover thereof as follows, "Filed with the auditor on April 28, 1943 by Thomas J. Keating, petitioner mentioned above as evidence in the matter subject of the matter of the petition of petition-er.

Certified copy of mortgage from Edward O. Smith to Herbert Z. Beaven and Mary B. Beaven, his wife, dated May 9, 1925 and filed in this cause December 21, 1942 as Petitioner's Exhibit No. 1.

The said paper is endorsed on its back as follows:

"Filed with Madison Brown, auditor, April 28, 1943 as evidence in subject matter of petition filed December 21, 1942.

Statement of second mortgage debt filed in this cause April 28, 1943 and endorsed on its back with these words "filed with the auditor by Thomas J. Keating, assignee, petitioner as evidence in the matter of his petition filed December 21, 1942".

The paper s above mentioned will be returned by the auditor with this report.

The above mentioned petitioner offered no further testimony.

Respectfully submitted,

April 28-1943

MADISON BROWN
Auditor

Filed Msy 6, 1943.

.....
AUDITOR'S NOTICE TO CREDITORS
Filed May 6, 1943.

Thomas J. Keating, assignee

In the Circuit Court for

versus

Queen Anne's County,

Herbert Z. Beaven,

In Equity Cause No. 3330

Mary B. Beaven, Mortgagors.

Notice is hereby given to all Mortgage and Judgment Creditors, Lienors, and Assignees of Herbert Z. Beaven and Mary B. Beaven, his wife and to all persons claiming an interest in the equity of redemption (towit: the surplus proceeds of the mortgage sale made in above cause shown undistributed by the audit filed) in said cause, to file their claims, with the proper vouchers thereof legally authenticated, with the undersigned auditor on or before the 22nd day of February, 1942, This notice is given pursuant to order of Court filed in said cause.

Done at Centreville, Maryland, on this 23rd day of December
1942.

MADISON BROWN
Auditor.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. April 7, 1943.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, A body corporate does hereby certify that the Auditor's Notice to Creditors in the case of Thomas J. Keating, assignee, vs. Herbert Z. Beaven & Mary B. Beaven, mortgagors a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 22 day of February, 1943, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD - OBSERVER, was on the 24th day of December 1942, and the last insertion on the 14th day of January 1943.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By BERNICE H. FREENY

Filed May 6, 1943.

.....
AUDITOR'S EXHIBIT No. 1
Filed May 6, 1943.

.....
#11,279 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eighteenth day of May, in the year nineteen hundred and twenty five, the following Deed was brought to be recorded, to wit:

THIS DEED, made this ninth day of May, in the year nineteen hundred and twenty five, by Herbert Z. Beaven and Mary B. Beaven, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH: That for and in consideration of two thousand, nine hundred dollars (\$2,900.00), one thousand, five hundred dollars (\$1,500.00), of said amount having been paid in cash at the time of the execution of this deed, and a mortgage to secure one thousand, four hundred dollars (\$1,400.00) of said amount, together with the interest to accrue thereon having been executed at the same time by the grantee herein, Edward O. Smith, and his wife, Fannie M. Smith, to said Herbert Z. Beaven and Mary B. Beaven, his wife, as tenants by the entireties, said mortgage bearing even date herewith and to be recorded among the land records of Queen Anne's County immediately following thereording of this deed and the assumption on the part of said Edward O. Smith of the mortgage on the land hereby conveyed, from these grantors to Lena Covington to secure two thousand, six hundred dollars (\$2,600.00) and interested dated the sixth day of June, nineteen hundred and twenty two, and recorded among the land records of Queen Anne's County, in Liber J.F.R. No. 9, folio 55, the said Herbert Z. Beaven and Mary B. Beaven, his wife, do hereby grant and convey unto the said Edward O. Smith, of Jersey City, in the State of New Jersey, his heirs and assigns, in fee simple, the following real estate, to wit:

Parcel No. 1: All that lot or parcel of land, situate, lying and being in The Third Election District of Queen Anne's County, aforesaid, on the right side of the public road leading from Centreville to Hope, bounded on the East by the farm known as "Needwood" of Henreitta McK. Holton, on the South by the land formerly belonging to the late Margaret T. Gadd, and also by the land of John R.E. Turpin, on the West by the land hereinafter described and on the North by the aforesaid public road, and containing ten acres of land, more or less.

Parcel No. 2: All that lot or parcel of land, situate, lying and being in The Third Election District of Queen Anne's County aforesaid, on the right of the public road above mentioned, bounded on the East by the land described above as "Parcel No. 1", on the South by the land of John R. E. Turpin, on the West by the land of Mrs. Lulu Swain, and containing eight acres and one half of a perch of land, more or less, and being the same and all the land that was conveyed unto said Herbert Z. Beaven and Mary B. Beaven, his wife, by Joseph B. Loflin and Virginia H. Loflin, his wife, by deed dated the fourteenth day of April, nineteen hundred and nineteen, and recorded in Liber J.F.R. No. 2 folio 182, a land record book for Queen Anne's County.

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

SUBJECT, however, to aforesaid mentioned mortgage from these grantors to Lena Covington, which said mortgage and the debt and interest thereby intended to be secured this grantee, Edward O. Smith, for himself, his heirs, executors, administrators and assigns assumes and agrees and covenants to pay.

AND the said Herbert Z. Beaven and Mary B. Beaven, his wife, covenant to warrant specially the property hereby conveyed, with the exception of said mortgage from these grantors to Lena Covington, and to execute such other and further assurances thereof as may be or become requisite and necessary.

WITNESS our hand and seals.

Witness: WM. W. RHODES

HERBERT Z. BEAVEN (SEAL)

MARY B. BEAVEN (SEAL)

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

I hereby certify that on this ninth day of May, 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, personally appeared Herbert Z. Beaven and Mary B. Beaven, his wife, and did each acknowledge the within and foregoing deed to be their respective act.

In Testimony Whereof I hereunto subscribe my name and Notarial Seal affix, the day and year herein last above written.

Notary Public Seal.

WILLIAM W. RHODES NOTARY PUBLIC

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, folios 444, 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 28th day of April, in the year nineteen hundred and forty three.

Seals Place.

A. SYDNEY GADD JR. Clerk

.....
AUDITORS' EXHIBIT NO. 2
Filed May 6, 1943.

.....
11,280 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eighteen- the day of May, in the year nineteen hundred and twenty five, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this ninth day of May, in the year nineteen hundred and twenty five, by Edward O. Smith and Fannie M. Smith, his wife, of Jersey City, in the State of New Jersey.

WHEREAS, said Edward O. Smith is indebted unto Herbert Z. Beaven and Mary B. Beaven, his wife, of Queen Anne's County, State of Maryland, as tenants by the entireties, in the full and just sum of one thousand four hundred dollars (\$1,400.00), for the balance of the purchase money for the land and premises hereinafter described, which said sum of one thousand, four hundred dollars, together with interest thereon at the rate of six per centum per annum, is to be paid as follows: Two hundred and fifty dollars (\$250.00), together with interest on the whole amount, at the expiration of six months from this date; two hundred and fifty dollars (\$250.00), together with interest on the entire amount then owing of said original amount of said mortgage at the expiration of one year from this date; two hundred and fifty dollars (\$250.00) together with interest on the entire amount then owing under said mortgage at the expiration of eighteen months from this date, and the entire residue of the amount intended to be secured by this mortgage, together with interest, at the expiration of two years from this date, and there was an express condition precedent to the conveyance of said land by these mortgagees to said Edward O. Smith, that the balance of the purchase money therefor, to wit: One thousand, four hundred dollars, together with the interest to accrue thereon, were to be secured and the prompt payment thereof assured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the aforesaid sum of one thousand, four hundred dollars, the said Edward O. Smith and Fannie M. Smith, his wife, do hereby grant and convey unto Herbert Z. Beaven and Mary B. Beaven, his wife, as tenants by the entireties, their heirs and assigns, the following real estate, to wit: Parcel No. 1 All that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County aforesaid, on the right side of the public road leading from Centreville to Hope, bounded on the East by the farm known as "Needwood" of Henrietta McK. Holton, on the South by the land formerly belonging to the late Margaret T. Gadd and also by the land of John R.E. Turpin, on the West by the land hereinafter described and on the North by the aforesaid public road, and containing ten acres of land, more or less. Parcel No. 2: All that lot or parcel of land, situate, lying and being in The Third Election District of Queen Anne's County aforesaid, on the right of the public road above mentioned, bounded on the East by the land described above as "Parcel No. 1", on the South by the land of John R. E. Turpin, on the West by the land of Mrs. Lulu Swain, and containing eighth acres and one half of a perch of land, more or less, and being the same and all the land that was conveyed unto said Edward O. Smith by deed of even date herewith and to be recorded among the land record books for Queen Anne's County, immediately preceding the recording of this mortgage.

Together with all right, 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 Edward O. Smith, his heirs, executors, administrators, or assigns, shall well and truly pay to the said Herbert Z. Beaven, and Mary B. Beaven, their executors, administrators or assigns, the aforesaid sum

of one thousand, four hundred dollars, together with the interest to accrue thereon, at the rate of six per centum per annum as follows: two hundred and fifty dollars, together with interest on the whole amount at the expiration of six months from this date; two hundred and fifty dollars, together with interest on the entire amount then owing of said original amount of said mortgage at the expiration of one year from this date; two hundred and fifty dollars, together with interest on the entire amount then owing under said mortgage at the expiration of eighteen months from date, and the entire residue of the amount intended to be secured by this mortgage together with interest from this date, at the expiration of two years from this date 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 Edward O. Smith, his heirs, and assigns shall possess said property.

And the said Edward O. Smith, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least their insurable value, in some company or Companies approved by the said Herbert Z. Beaven and Mary B. Beaven, their executors, administrators or assigns, and to have the said policy or policies, so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagees, their executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default in 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 Herbert Z. Beaven and Mary B. Beaven, or either of them, their or either of their executors, administrators or assigns, or H.B.W. Mitchell, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit 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 E. O. Smith, or whoever may be entitled to same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Herbert Z. Beaven and Mary B. Beaven, their executors, administrators or assigns, or H.B.W. Mitchell, their said Attorney, shall not be required 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 Edward O. Smith, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness our hands and seals,

Witness: W.S. Roehren

EDWARD O. SMITH (SEAL)

FANNIE M. SMITH (SEAL)

STATE OF NEW JERSEY, Jersey City, to wit:

I hereby certify that on this 11th day of May, in the year nineteen hundred and twenty five, before me, the subscriber, a Notary Public of the State of New Jersey, in and for Jersey City, personally appeared Edward O. Smith, and Fannie M. Smith, his wife, and did each acknowledge the within and foregoing mortgage to be their respective act and deed.

In testimony whereof I hereunto subscribe my name and notarial Seal affix, the day and year herein last above written.

Notary
Public
Seal.

W. S. ROEHREN
NOTARY PUBLIC

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

I hereby certify that on this sixteenth day of May, 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, personally appeared Herbert Z. Beaven, one of the within mortgagees, and made oath 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.

BERTHA G. DURNEY
NOTARY PUBLIC

Queen Anne's County, to wit: Be it remembered that on the sixteenth day of February, in the year nineteen hundred and twenty six, the following assignment was brought to be recorded, to wit:

For value received, we hereby transfer and assign the within and foregoing mortgage unto H.B.W. Mitchell. Witness our hand and seals this 16th day of February, nineteen hundred and twenty six.

Witness: Wm. W. Rhodes. Herbert Z. Beaven (SEAL)
Mary B. Beaven (SEAL)

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twentieth day of June, in the year nineteen hundred and forty two, the following Assignment was filed for record, to wit:-

PURSUANT to an Order of the Orphans' Court of Queen Anne's County passed on the 16th day of June, 1942, In the Matter of the Estate of Henry B.W. Mitchell, deceased, the within and foregoing Mortgage is hereby transferred and assigned unto Thomas J. Keating for the purpose of collection by foreclosure or otherwise.

Witness our hands and seals this 18th day of June 1942.

Test: (as to Francis D.L. Mitchell): FRANCIS D. L. MITCHELL (SEAL)
Francis D. L. Mitchell
CHARLES J.B. MITCHELL
(Charles J.B. Mitchell) THOS. J. KEATING JR. (SEAL)
Thos. J. Keating Jr.

Test: (as to Thomas J. Keating, Jr.): EXECUTORS u/w of Henry B.W.Mitchell
deceased.
MARY KER KEATING
(Mary Ker Keating.)

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 445 a Land Record Book for Queen Anne's County.

In Testimony Whereof I have hereunto subscribed my name and affix the Seal of the Circuit Court for Queen Anne's County this 21st day of December in the year nineteen hundred and forty two.

A. SYDNEY GADD JR. Clerk

.....
AUDITOR'S EXHIBIT No. 3
Filed May 6, 1943.

THOMAS J. KEATING,
ASSIGNEE OF MORTGAGE,

VS.

HERBERT Z. BEAVEN,
MARY B. BEAVEN, HIS WIFE,
MORTGAGORS.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, IN EQUITY.
CHANCERY No. 3330

STATEMENT OF SECOND MORTGAGE DEBT.

Statement of the second mortgage debt due and owing as of the day of sale, to wit: September 5th 1942:

Balance due on mortgage debt	\$ 650.00
Interest from July 5th, 1941, to September 5th, 1942.	<u>45.50</u>
Bal. of mortgage debt and int. to Sept. 5-42	\$695.50
to 5% attorney's commissions	34.75

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of April 1943, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Assignee of mortgage, and made oath in due form of law that the foregoing Statement of the Mortgage Debt is true to the best of his knowledge and belief, and that he hath received no part or parcel of the same.

A. SYDNEY GADD JR.
Clerk of the Court.

Filed April 28th 1943.
Filed May 6, 1943.

.....
NISI RATIFICATION OF AUDIT
Filed May 6, 1943.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, assignee

vs.

Herbert Z. Beaven and Mary
B. Beaven, his wife.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,

IN EQUITY.

CAUSE No. 3330

ORDERED, This 6th day of May in the year nineteen hundred and forty three, 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 June, 1943; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of May, 1943, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk

Filed May 6, 1943.

.....
CERTIFICATE OF PUBLICATION NISI
RATIFICATION OF AUDIT
Filed June 8, 1943.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, assignee

vs.

Herbert Z. Beaven and Mary B.
Beaven, his wife.

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

Cause No. 3330

ORDERED, This 6th day of May in the year nineteen hundred and forty three, 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 June, 1943; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of May, 1943, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk

Filed May 6, 1943.

True Copy
Test: A. SYDNEY GADD JR., Clerk

QUEEN ANNE'S RECORD OBSERVER
Centreville, Md. June 8th 1943.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of Thomas J. Keating, Assignee, vs. Herbert Z. Beaven and Mary B. Beaven, his wife, a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for two successive weeks before the 28th day of May 1943, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD -OBSERVER, was on the 13th day of May, 1943, and the last insertion on the 20th day of May, 1943.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By JOHN H. PRICE.

Filed June 8th 1943.

.....
CERTIFICATE PUBLICATION OF
AUDITORS NOTICE TO CREDITORS
Filed June 8th 1943.

AUDITOR'S NOTICE TO CREDITORS

Thomas J. Keating, assignee
versus
Herbert Z. Beaven
Mary B. Beaven, mortgagors

In the Circuit Court for
Queen Anne's County,
In Equity.
Cause No. 3330

Notice is hereby given to all Mortgage and Judgment Creditors, Lienors, and Assignees of Herbert Z. Beaven and Mary B. Beaven, his wife, and to all persons claiming an interest in the equity of redemption (to wit: the surplus proceeds of the mortgage sale made in above cause shown undistributed by the audit filed) in said cause, to file their claims, with the proper vouchers thereof legally authenticated, with the undersigned auditor on or before the 22nd day of February, 1942. This notice is given pursuant to order of Court filed in said cause,

Done at Centreville, Maryland, on this 23rd day of December, 1942.

MADISON BROWN
Auditor.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. June 8th 1943

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, A body corporate, does hereby certify that the Auditor's Notice to Creditors, in the case/estate of Thomas J. Keating, Assignee, vs. Herbert Z. Beaven and Mary B. Beaven, mortgagors. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 22nd day of February, 1943, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24th day of December, 1942, and the last insertion on the 14th day of January 1943.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By John H. Price.

Filed June 8th 1943.

.....
ORDER OF COURT
Filed June 10th 1943.

THOMAS J. KEATING,
ASSIGNEE,
VS.

HERBERT Z. BEAVEN
MARY B. BEAVEN, His wife,
Mortgagors.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
CHANCERY No. 3330

ORDER OF COURT

ORDERED, on this 9th day of June, 1943, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that the within and foregoing Report and Account of Madison Brown, as the Auditor of this Court, be and the same is hereby ratified and confirmed, no cause of the contrary thereof having been shown, although it appears that notice has been given in accordance with the Order Nisi heretofore passed in this cause in relation to said Report and Account, and Thomas J. Keating, the party making the sale described in the cause, be and he is hereby authorized and directed to apply the proceeds of sale in accordance with the said account, except as to the balance shown on page 3 of the Account undistributed, which balance of \$509.77 is directed to be held by said Thomas J. Keating until further order of this Court.

STEPHEN R. COLLINS
Judge.

Filed June 10th, 1943.

.....
PETITION TO REFER PAPERS TO AUDITOR
FOR A SUPPLEMENTAL ACCOUNT AND REPORT
Filed June 12th 1943.

THOMAS J. KEATING,
ASSIGNEE,
VS.

HERBERT Z. BEAVEN
AND MARY B. BEAVEN, HIS WIFE,
MORTGAGORS.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, IN
EQUITY.
CHY. No. 3330

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner respectfully states:-

That this Court by its order of December 21st, 1942, directed the Auditor of this court, Madison Brown, to give notice by Publication to all judgment creditors, lienors and/or assignees of Herbert Z. Beaven and Mary B. Beaven, his wife, and all persons claiming an interest in the Equity of Redemption in the property in these proceedings to file their claims, with the vouchers thereof, and authorized the said Auditor to take such testimony as would be necessary to establish said claims.

That the Auditor stated an Audit in this case which appears to your petitioner to be incomplete, in that the said Auditor, although he had a certified copy of the deed showing title in one Harold Hardesty, and had before him one Spedden Hardesty, the father and next of kin of Harold Hardesty, deceased, did not include in this audit filed on May 6th, 1943, an accounting of the equity of redemption or to those having or claiming an interest in the equity of redemption, and your petitioner feels that this should have been done, and respectfully asks that the papers in this case be again referred to the said Auditor directing him to state a supplemental audit in order to dispose of the balance of the proceeds held by your petitioner, in order that the creditors of the said Harold Hardesty, and his next of kin may receive what is due them by virtue of assignment by mense assignments of the equity of Redemption from Herbert Z. Beaven and wife to the present owner of the equity of redemption or those claiming a right therein as creditors or lienors.

And as in duty bound, etc.,

JOHN PALMER SMITH
Solicitor for Petitioner.

THOS. J. KEATING- Assignee and
Vendor.

Filed June 12, 1943.

.....
ORDER OF COURT
Filed June 12, 1943.

THOMAS J. KEATING,
ASSIGNEE,

VS.

HERBERT Z. BEAVEN,
AND MARY B. BEAVEN, HIS WIFE,
MORTGAGORS.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,

In EQUITY.

CHANCERY No. 3330

ORDER OF COURT

ORDERED, this 12th day of June, 1943, upon the foregoing Petition, that the papers in this Cause, be and the same are here by referred back to Madison Brown, A uditor, to state a Supplemental Audit in the premises, in order to dispose of the balance of the equity of redemption, and it is further Order that the said Auditor shall take such testimony as may be necessary to establish any claims of parties claiming a right in the equity of redemption, whether said parties be creditor, lienors and/or assignees, or any and all persons claiming an interest in the equity of redemption in the property in these proceedings, and to state and return to this Court a Supplemental audit distributing the surplus proceeds of sale of this Cause to the claimants thereof as their rights may appear.

WM. R. HORNEY
Judge.

Filed June 12, 1943.

.....
Report and Petition of Madison Brown,
auditor, addressed to the court.
Filed June 26, 1943.

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

Thomas J. Keating, assignee,

versus

Chancery Docket,

Cause No. 3330

Herbert Z. Beaven, et al., mortgagors,

To the Honorable, the Judges of said Court:-

The joint Report and Petition of Madison Brown, your auditor, unto Your Honors respectfully setsforth:-

That under the order of the court passed June 12, 1943 in this cause, I have taken the testimony of Spedden Hardesty mentioned in the Petition filed by Judge Keating on June 12, 1943 (see his testimony filed herewith) and said Hardesty filed with me the copy of the deed mentioned in Judge Keating's Petition as showing the title of Harold Hardesty in the land sold (this copy is filed herewith). The said Spedden Hardesty came before me at my request and was not accompanied by counsel to press his claim.

According to Audit No. 2 filed herein May 6, 1943, the sum of money representing the Equity of Redemption yet to be distributed is \$509.77 and according to the audit is the property of Edward O. Smith or of his assignees of the land sold.

The said copy shows that George D. Smith and Annie May Smith, his wife, were the grantors of the deed to Harold Hardesty and that Edward O. Smith was not the grantor thereof. According to the title references in the deed mentioned Harold Hardesty's ownership cannot be proven or established unless a copy of the deed from Herbert Z. Beaven and wife to Edward O. Smith dated May 9, 1925, a copy of the deed from Edward O. Smith and his wife to Montague Smith dated December 17, 1934 and a copy of the deed from Montague Smith to George D. Smith and Annie M. Smith dated February 6, 1935, duly certified, shall be filed in this Cause with the auditor. See copy of the deed already filed for mention of these deeds).

If these copies are not filed the chain of title of the land sold from said Beaven to Harold Hardesty and then to Spedden Hardesty as his heir will not be proven link by link. I do not feel that I can assume as auditor that the filing of these deeds are not necessary and I would like to be advised in reference thereto by the court, in other words, I do not feel that the claim of Spedden Hardesty to the sum of money mentioned to be distributed is legally proven by the filing of the deed mentioned only without the instruction of the court on this point and I will now ask the court to advise me in reference thereto.

As to the testimony of Spedden Hardesty:

It appears from this testimony that the said Spedden Hardesty claims that his son Harold Hardesty owned the land sold in this cause when said Harold Hardesty died; that Harold Hardesty died intestate leaving Spedden Hardesty, his father, his only heir at law; that the land was sold under the first mortgage herein mentioned after the death of Harold Hardesty; that the sale produced a surplus of the sum of money mentioned above; that Spedden Hardesty has administered on the personal estate left by Harold Hardesty, consisting of \$157.11 on deposit in the Centreville National Bank of Maryland; that this personal estate is not sufficient to pay the debts of Harold Hardesty; that this personal estate has not been closed.

That the rule of this Court which applies to distribution of surplus mortgage sales under the facts above set forth calls for the filing of a petition in the nature of a creditor's bill for the payment of the debts and for a notice to be given by the court to the creditors of Harold Hardesty to file their claims.

These things have not been done in this case and I do not feel that I should distribute the estate to the creditors of Harold Hardesty without this notice to his creditors and without a proceeding before me in which the claims due by him can be filed and proved in the usual way.

I seek the advise of the Court on these questions as I understand I have the right to do.

It is my desire that the proceedings for the distribution of the Equity of Redemption above mentioned shall be carried out so that the rights of everyone interested can be protected.

Which is respectfully submitted,

MADISON BROWN
Auditor

June 23- 1943.
Filed June 26, 1943.

To Madison Brown, the auditor of said Court:

I, Spedden Hardesty, of Queen Anne's County in the State of Maryland do hereby notify you that I claim that I am entitled to the sum of \$509.77, shown by the audit filed in this cause on May 6th, 1943 to be undistributed and remaining in the hands of the vendor who made sale of the real estate described in this cause. That I make this claim as the sold heir at law of one Harold Hardesty, late of Queen Anne's County, deceased. That in support of my claim made as aforesaid I hereby offer you as evidence of said claim a certified copy of a deed dated November 6th, 1936, and recorded among the land record books of Queen Anne's County, in Liber W.H.C. No. 4-A, at folio 34, given by George D. Smith and Annie May Smith, his wife to said Harold Hardesty.

I hereby request you to proceed to take testimony in support of my claim and hear the evidence as submitted to you at the taking of said testimony.

Respectfully submitted,

SPEDDEN HARDESTY

Filed June 26, 1943.

Thomas J. Keating, Assignee

vs.

Herbert Z. Beaven, and
Mary B. Beaven, his wife,
Mortgagors.

In the Circuit Court for

Queen Anne's County,

in Equity.

Chy. No. 3330

To the Honorable, the Judges of said Court:

I have made and attached herewith a report to the court of my proceedings as auditor since the stating and filing of the last audit, filed May 6th, 1943.

In this Report I mention the testimony taken by me of Spedden Hardesty. Examination of Spedden Hardesty made by, me, under-signed auditor of the Court on this twenty third day of June, 1943.

Before the examination Mr. Hardesty was first duly sworn by me.

Question 1:

Please state your name, your age and your place of residence.

Answer:

My Name is Spedden Hardesty. I am 72 years of age and I reside in Centreville, Queen Anne's County, Maryland.

Question 2:

Mr. Hardesty, you have filed with me as the auditor of the court a notification that you are entitled to the sum of \$509.77 shown by the audit filed in this cause May 6, 1943 as undistributed and in the hands of the Honorable Thomas J. Keating who made sale of the property in this cause.

You have filed with me in support of your claim a certified copy of a deed dated November 6-1936 and recorded among the land record books of Queen Anne's County in Liber W.H.C. 4-A at folio 34 given by George D. Smith and Annie May Smith, his wife to Harold Hardesty on certain land therein described. I have examined this deed and I find that the description of the land in the deed corresponds with the description of the land sold in the proceedings of this cause.

Am I correct in this deduction?

Answer:

You are correct. The land described in the deed was sold by Judge Keating at the sale mentioned in this cause. Harold Hardesty mentioned in this deed was my son and he died on the 22nd day of June, 1942. At the time of his death he owned the land sold in this cause and described in the deed you have mentioned subject to the mortgages mentioned in the deed and mentioned and described in the proceedings of this cause. The land was sold by Judge Keating as assignee under the mortgage from Herbert Z. Beaven and wife to Lena Covington and held by Judge Keating by assignment at the time of the sale.

Question 3:

You stated that your son died on June 22nd, 1942. Please state if you know whether he died leaving a last will and testament or whether he died without leaving a last will and testament.

Answer: I know that he died intestate that is to say he left no last will and testament.

Question 4:

Please state the names of the persons who survived your son, Harold Hardesty as his only heirs at law.

Answer:

My son, Harold Hardesty never married and therefore he left no widow, nor descendants to survive him.

His mother, my wife, died in the lifetime of Harold Hardesty. He left me, his father surviving him and I have been advised that I am the only heir at law left by him. I will state however, that he left two brothers, Hines Hardesty and Medford Hardesty.

Question 5:

State if you know if Letters of Administration on the person estate of Harold Hardesty have been granted to any one and if so, to whom?

Answer:

On August 11th, 1942 Letters of Administration on his estate were granted to me, by the Orphans' Court of Queen Anne's County.

Question 6:

What personal property if any, did Harold Hardesty own at the time of his death?

Answer:

He left no personal property of any kind except the sum of \$155.69 which at the time of his death was on deposit in the Centreville National Bank of Maryland in his name. I have never drawn it out.

Question 7:

Did you or not give, as the administrator, notice to the creditors of Harold Hardesty to file their claims in the usual manner?

Answer:

I gave this notice by advertisement in the Queen Anne's Record Observer Newspaper.

Question 8:

Do you or not know if any claims, have been filed in the Orphans' Court of Queen Anne's County against Harold Hardesty?

Answer:

Three claims have been filed in the said court and entered on the claim docket, to wit:

The claim of George D. Smith by note for sum of	\$122.00
The claim of E.S. Adkins & Co, by open account for	53.60
The claim of Doctor Fisher by account for	25.00

I know of no other debts due by him.

I have paid his funeral expense myself.

I will add that the claim of Dr. Fisher is subject to a credit for \$6.30, the amount of a bill he owned Harold Hardesty when Harold died for threshing barley.

Question 9:

According to the deed you have filed with me as part of your claim the money mentioned George D. Smith and Annie May Smith, his wife, sold your son Harold the land you have described.

Do you know how they obtained title to this land?

Answer:

Only by what the deed states therein.

The auditor now asks Spedden Hardesty the Examiner's Special Interrogatory used in the taking of testimony under proceedings in the Circuit Court for Queen Anne's County in Equity.

Answer by Mr. Hardesty:

I do not.

SPEDDEN HARDESTY

Statement by auditor: I return with this testimony the notice filed by Spedden Hardesty with me of his desire to have testimony taken and the copy of the deed mentioned in this testimony from George D. Smith and Annie May Smith to Harold Hardesty.

June 23, 1943.

Filed June 26, 1943.

MADISON BROWN

Auditor

.....
#17,983 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Sixth day of November, in the year nineteen hundred and thirty six, the following Deed was brought to be recorded, to wit:-

One-Fifty Cent Int. Rev. Stamp.
Endorsed G.D.S. A.M.S. by
H.B.W.M. Atty. 11/6/36.

THIS DEED, made this Sixth day of November, in the year nineteen hundred and thirty six, by George S. Smith and Annie May Smith, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH: That for and in consideration of two hundred and thirty five dollars and eighty two cents the said George D. Smith and Annie May Smith, his wife, do hereby grant and convey unto Harold Hardesty, of said county and state, his heirs and assigns, in fee simple, the following real estate, to wit:

PARCEL No. 1, all that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County aforesaid on the right hand side of the public road leading from Centreville to Hope, bounded on the East by the farm known as "Needwood" of Henrietta McKenney Holton, on the South by the land formerly belonging to Margaret T. Gadd, now deceased, and also by the land of John R.E. Turpin, on the West by the land hereinafter described and on the North by the aforesaid public road, containing ten acres of land, more or less.

PARCEL No. 2, all that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County aforesaid on the right hand side of the public road above mentioned, bounded on the east by the land described above as "PARCEL No. 1", on the South by the land of John R.E. Turpin, on the West by the land of Charles Haymaker, and containing eight acres and one half of a perch of land, more or less. The aforesaid two tracts of land being the same land that was conveyed unto George D. Smith and Annie May Smith, his wife, by Montague T. Smith by deed dated the 6th day of February, 1935, and recorded in liber W.H.C. No. 1A, a land record book for Queen Anne's County, folio 22, and being the same and all the land that was conveyed unto Edward O. Smith by Herbert Z. Beaven and Mary B. Beaven, his wife, by deed dated the 9th day of May, 1925, and recorded in liber B.H.T. No. 3, a land record book for Queen Anne's County, folio 444, subject, however, to the mortgage from Herbert Z. Beaven and Mary B. Beaven, his wife, to Lena Covington to secure twenty six hundred dollars and interest, dated June 6th, 1922, and recorded in Liber J.F.R. No. 9, a land record book for Queen Anne's County, folio 55, and assigned to H.B.W. Mitchell, and the mortgage from Edward O. Smith and Fannie M. Smith, his wife, to Herbert Z. Beaven and Mary B. Beaven, his wife, to secure fourteen hundred dollars and interest, now reduced to six hundred and fifty dollars and interest, dated the 9th day of May, 1925, and recorded in Liber B.H.T. No. 3, a land record book for Queen Anne's County, folio 445, and assigned to H.B.W. Mitchell.

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

AND the said George D. Smith and Annie May Smith covenant that they will warrant specially (except as to the aforesaid mortgages) the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

Witness our hands and seals.

Witness:

KATHERINE C. MORRIS

GEORGE D. SMITH (SEAL)

ANNIE MAY SMITH (SEAL)

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

I hereby certify that on this 6th day of November, 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, personally appeared George D. Smith and Annie May Smith, his wife, and did each acknowledge the within and aforegoing deed to be their respective act.

Notary
Public
Seal.

IN TESTIMONY WHEREOF I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

KATHERINE C. MORRIS
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. 4-A, folios 34, etc., a Land Record Book for Queen Anne's County.

Seals
Place.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 27th day of April, in the year nineteen hundred and forty three.

A. SYDNEY GADD JR. Clerk

Filed June 26, 1943.

Proceedings carried forward to folio 82 in this same Liber.

CHANCERY NO. 2118.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eighth day of February, in the year nineteen hundred and eighteen, the following Petition for Resale was filed for record, to wit:-

James T. Bright, Assignee, (In the Circuit Court
vs. (for Queen Anne's Co.
Mary J. Roberts (in Equity.

To the Honorable, The Judges of the said Court:

The Petition of James T. Bright, Assignee, to your Honors respectfully shows:

I. That as will appear by the Report of Sale filed in the above cause on January 13th, 1915, your Petitioner, as assignee as aforesaid, sold at public sale to the Chesapeake Amusement Company, a body corporate, on December 29th, 1914, at and for the sum of Twenty Three Hundred Dollars (\$2300.), the following described parcel of real estate, to-wit:

All that lot or parcel of land situate on the left side of Tilghmans Avenue, in the town of Centreville, Queen Anne's County, Maryland, having a frontage on said Avenue of forty one feet six inches more or less, and running back from said Avenue a distance of one hundred and sixty feet more or less to the lot of the Standard Oil Company, being lot No. 7 of the Gibson Lots, adjoining on the north the property of Joseph G. Dawson, on the south the property of the Misses Green, and on the west the lot of the Standard Oil Company, and being the same and all that property described in a deed to the said Mary J. Roberts from Daniel Tilghman, dated the thirty first day of October, nineteen hundred and one, and recorded in Liber J. E. G. No. 2 folio 402, a land record book for said County.

2. That the said sale to the said Chesapeake Amusement Company has been duly reported and finally ratified by the Circuit Court for Queen Anne's County, in equity by its order dated the 8th day of February in the year nineteen hundred and eighteen.

3. That the said Chesapeake Amusement Company entered into possession of the real estate in accordance with the terms of the sale and on the day of the said sale paid unto the said James T. Bright, Assignee, as aforesaid, the sum of Two Hundred Dollars (\$200.) in cash on account of the said purchase money.

4. That the said Chesapeake Amusement Company has paid no part of the said sum of Twenty One Hundred Dollars, the balance as aforesaid of said purchase money, or of the interest thereon, to the said Assignee, and that the said Chesapeake Amusement Company, as purchaser aforesaid, is now due and owing unto your Petitioner the aforesaid sum of Twenty One Hundred Dollars, with interest thereon from December 29th, 1914.

4 That the said Chesapeake Amusement Company has been requested by your petitioner to pay the said balance of said purchase money, with the interest thereon as aforesaid; but the said Chesapeake Amusement Company has failed to pay any part of the said balance of said purchase money and interest as aforesaid, and has failed and refused to comply with the terms of said sale, giving as its reason for its failure to comply with the said terms that it is unable to pay the said balance of said purchase money and the interest due thereon as aforesaid.

Your petitioner therefore prays that this Honorable Court may pass an order requiring the said Chesapeake Amusement Company to show cause on or before a certain day to be limited in said order, why an order should not be passed setting aside the sale reported in this cause and directing an order of resale of the said parcel of real estate be made by your Petitioner at the risk and cost of the said Chesapeake Amusement Company.

And as in duty bound, &c.,

JAMES T. BRIGHT
Assignee

ORDER OF COURT

The foregoing Petition having been read and considered, IT IS ORDERED, this thirteenth day of February, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that the Chesapeake Amusement Company, purchaser named in said petition, be and it is hereby directed and required to show cause on or before the eighteenth day of February in the year nineteen hundred and eighteen why the sale reported in this cause should not be set aside and a resale ordered at its risk; provided a copy of the aforesaid Petition and of this Order be served upon the said Chesapeake Amusement Company on or before the fifteenth day of February in the year nineteen hundred and eighteen.

PHILEMON B. HOPPER

Copy of Petition and Order to
be served on The Chesapeake
Amusement Company
Filed February 14, 1918.

James T. Bright

VS.

Mary J. Roberts

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

To the Honorable, The Judges of the said Court:

The Petition of James T. Bright, Assignee, to your Honors respectfully shows:

I. That as will appear by the Report of Sale filed in the above cause on Jan. 13th, 1915, your Petitioner, as assignee as aforesaid, sold at public sale to the Chesapeake Amusement Company, a body corporate, on December 29th, 1914, at and for the sum of Twenty Three Hundred Dollars (\$2300.) the following described parcel of real estate to-wit:

All that lot or parcel of land situate on the left side of Tilghman's Avenue, in the town of Centreville, Queen Anne's County, Maryland, having a frontage on said Avenue of forty one feet six inches more or less, and running back from said Avenue a distance of one hundred and sixty feet more or less to the lot of the Standard Oil Company, being lot #7 of the Gibson lots, adjoining on the north the property of Joseph G. Dawson, on the south the property of the Misses Green and on the west the lot of the Standard Oil Company and being the same and all that property described in a deed to the said Mary J. Roberts from Daniel Tilghman dated the 31st. day of October, nineteen hundred and one and recorded in Liber No. 2, J. E. G. folio 402, a land record book for said County.

2. That the said sale to the said Chesapeake Amusement Company has been duly reported and finally ratified by the Circuit Court for Queen Anne's County, in equity by its order dated the 8th day of Feb. in the year nineteen hundred and eighteen.

3. That the said Chesapeake Amusement Company entered into possession of the real estate in accordance with the terms of sale and on the day of the said sale paid unto the said James T. Bright, Assignee, as afore, said, the sum of Two Hundred Dollars (\$200), in cash on account of the said purchase money.

4. That the said Chesapeake Amusement Company has paid no part of the sum of Twenty One Hundred Dollars, the balance as aforesaid of said purchase money, or of the interest thereon, to the said Assignee, and that the said Chesapeake Amusement Company, as purchaser aforesaid, is now due and owing unto your Petitioner the aforesaid sum of Twenty One Hundred Dollars, with interest from December 29th, 1914.

5. That the said Chesapeake Amusement Company has been requested by your petitioner to pay the said balance of said purchase money, with the interest thereon as aforesaid; but the said Chesapeake Amusement Company has failed to pay any part of the said balance of said purchase money and interest as aforesaid, and has failed and refused to comply with the terms of said sale, giving as its reasons for its failure to comply with the said terms that it is unable to pay the said balance of said purchase money and the interest due thereon as aforesaid.

Your petitioner therefore prays that this Honorable Court may pass an order requiring the said Chesapeake Amusement Company to show cause on or before a certain day to be limited in said order, why an order should not be passed setting aside the sale reported in this cause and directing and order of resale of the said parcel of real estate be made by your petitioner at the risk and cost of the said Chesapeake Amusement Company.

And as in duty bound &c.,

James T. Bright
Assignee

ORDER OF COURT

The foregoing Petition having been read and considered, IT IS ORDERED, this thirteenth day of February in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that the said Chesapeake Amusement Company, purchaser named in said petition, be and it is hereby directed and required to show cause on or before the eighteenth day of February, in the year nineteen hundred and eighteen why the sale reported in this cause should not be set aside and a resale ordered at its risk; provided a copy of the aforesaid petition and of this order be served upon the said Chesapeake Amusement Company on or before the Fifteenth day of February in the year nineteen hundred and eighteen.

Philemon B. Hopper

Filed Febry. 13th, 1918.

State of Maryland, Queen Annes County, to wit:

I hereby certify that the foregoing is truly taken and copied from the Original Petition & Order filed and now remaining in my office.

In Testimony Whereof, I hereto subscribe my name and affix the seal of the Circuit Court for Queen Annes County this 12th. day of Feby. 1918.

J. F. Rolph Clerk.

Seal's Place

And on the back of the foregoing certified copy of Petition and Order is the following endorsement, to wit:

Served by Reading a copy of the following Petition and Order of Court to J. E. Cahill President of the Chesapeake Amusement Company a body corporate the 14th day of February 1918.

S. E. Spry. Sheriff

Filed Feby. 14th, 1918

ANSWER
Filed Mar. 4, 1918

James T. Bright, Assignee) In the Circuit Court
vs.) for Queen Anne's County,
Mary J. Roberts.) in Equity.

To the Honorable, the Judges of said Court:-

The answer of the Chesapeake Amusement Company to the petition of James T. Bright, Assignee, against it filed in the above cause on Feby. 8th, 1918, to Your Honors respectfully shows:

This respondent admits all the matters and things set forth in said petition and is willing that the sale be set aside and that the parcel of real estate mentioned and described in said petition shall be re-sold at the risk and cost of this respondent, and hereby consents to the passage of an order by this Honorable Court directing the said James T. Bright, Assignee as aforesaid, to re-sell the parcel of real estate at the risk and cost of this respondent.

And this respondent further consents that the said James T. Bright, Assignee as aforesaid, shall re-sell said parcel of real estate at public sale,

And this respondent agrees to pay the interest on Twenty one Hundred Dollars (\$2100.00), the balance of the purchase money owing by it from December 29th, 1914, to the date of the re-sale of said real estate.

Chesapeake Amuse. Co.
J. E. Cahill Pres.

Filed Mar. 4th, 1918.

ORDER OF COURT
Filed March 11, 1918.

James T. Bright, Assignee) In the Circuit Court for
vs.) Queen Anne's County In
Mary J. Roberts.) Equity.

oOo

ORDER OF COURT

The Petition of James T. Bright, Assignee filed in this cause February 13th, 1918, having been read and considered, and the answer thereof of the respondent the Chesapeake Amusement Company filed in said estate on March 4th, 1918, admitting the matters and things set forth in said petition and consenting that the sale be set aside and that the real estate mentioned and described in said petition shall be resold at the risk and cost of the said respondent, having been read and considered, it is ordered this eighth day of March, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County and by the authority of said Court that the sale reported in this cause be set aside, and that the said James T. Bright, Assignee as aforesaid, be and he is hereby authorized, empowered and directed to re-sell the said land or real estate described and set forth in said petition, at public sale upon the terms and conditions set forth in the mortgage, and to grant and convey the same to the purchaser or purchasers thereof in fee simple.

PHILEMON B. HOPPER

REPORT OF SALE
Filed May 20, 1918

James T. Bright, Assignee,	)	In the Circuit Court for
	(
vs.	)	Queen Anne's County
	(
Mary J. Roberts.	)	in Equity.

oOo

To the Honorable, the Judges of said Court:

This report to your Honors respectfully sets forth:

The said James T. Bright, Assignee, in a mortgage from Mary J. Roberts to Henry W. Keating, dated the twelfth day of October, in the year nineteen hundred and seven, and recorded in Liber S. S. No. 3, folio 463 etc. a Land Record Book for said County, and also Assignee in another mortgage from Mary J. Roberts to Henry W. Keating, dated the first day of December, in the year nineteen hundred and nine, and duly recorded in Liber S. S. NO. 7 folio 214 etc. a Land Record for Queen Anne's County, and duly assigned unto the said James T. Bright and under and by virtue of an Order of Court passed on the 8th day of March in the year nineteen hundred and eighteen. The said James T. Bright, Assignee, as aforesaid was authorized, empowered and directed to re-sell the said land or real estate described and set forth in these proceedings, at public sale upon the terms and conditions as set forth in the mortgage and to grant and convey the same to the purchaser or purchasers thereof in fee simple, the said James T. Bright, Assignee, after giving more than twenty days previous notice of the time, place, manner and terms of sale in The Centreville Record, a newspaper printed and published in Queen Anne's County, did, in pursuance of said advertisement, attend in the town of Centreville, Queen Anne's County, Maryland, in front of the Court House Door, on Tuesday, April, ninth, nineteen hundred and eighteen at one thirty o'clock P. M., and did then and there offer at public sale the land, premises described in said mortgage as follows, to wit:

All that lot or parcel of land situate on the left side of Tilghman's Avenue in the town of Centreville, Queen Anne's County, Maryland, having a frontage on said avenue of forty one feet six inches more or less, and running back from said avenue a distance of One hundred and sixty feet more or less to the lot of the Standard Oil Company, being lot No. 7 of the Gibson lots, adjoining on the north the property of Joseph D. Dawson on the south the property of the Misses Green, and on the west the lot of the Standard Oil Company and being the same and all that property described in a Deed to the said Mary J. Roberts from Daniel Tilghman, dated the thirty first day of October, nineteen hundred and one and recorded in Liber J. E. G. No. 2, folio 402, a Land Record Book for Queen Anne's County, State of Maryland, and sold the same to JAMES T. BRIGHT, he being then and there the highest bidder thereof, at and for the sum of Twenty One Hundred Dollars, (\$2100.00)

All of which is respectfully submitted.

JAMES T. BRIGHT
Assignee

State of Maryland.

Queen Anne's County, to wit:

I hereby certify that on this twentieth day of May, in the year nineteen hundred and eighteen, before me, the subscriber, a Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared James T. Bright, Assignee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale were true as therein set forth, and that the sale was fairly made.

J. F. ROLPH, Clerk
Clerk

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed May 20th, 1918.

ASSIGNEE'S RE-SALE
-OF-
VALUABLE PROPERTY

Situate in the Town of Centreville, Queen Anne's County, Maryland.

The undersigned, assignee, in pursuance of an order of the Circuit Court for Queen Annes County, in Equity, dated the 8th day of March, 1918, in a case therein, entitled, "James T. Bright, assignee, vs. Mary J. Roberts," being cause No. 2118, will re-sell at public auction to the highestt bidder, on TUESDAY, APRIL 9, 1918 at 1.30 P.M., in front of the Court House door in the town of Centreville, in Queen Annes County, Maryland, the following described house and lot:

ALL THAT LOT or parcel of land situate on the left side of Tilghman's avenue in the town of Centrville, Queen Annes County, Maryland, having a frontage on said avenue of forty-one feet, six inches, more or less, and running back from said

avenue the distance of one hundred and sixty feet, more or less, to the lot of the Standard Oil Company, being lot No. 7 of the Gibson lots, adjoining on the north the property of Joseph G. Dawson, on the south the property of the Misses Green, and on the west the lot of the Standard Oil Company, and being the same and all that property described in a deed to the said Mary J. Roberts from Daniel Tilghman, dated the 31st day of October, 1901, and recorded in Liber J. E. G. No. 3, folio 402, a land record book for said county. Improved by a large and commodious DWELLING HOUSE in excellent repair and now occupied by Frank C. Pyle.

The sale of the property offers an unusual opportunity to any one desiring a good home.

TERMS OF SALE

One-third of the purchase money in cash on the day of sale, the balance in three equal installments of six, twelve and eighteen months from day of sale; the credit payments to bear interest and to be secured satisfactorily to the undersigned assignee, or all cash, at the option of the purchaser. Deposit of \$250.00 will be required on day of sale. Other particulars made known on day of sale.

JAMES T. BRIGHT,
Assignee.

THE CENTREVILLE RECORD

CENTREVILLE, MD., May 20 1918

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the advertisement in the case of James T. Bright Assignee vs. Mary J. Roberts a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st. insertion being Mar. 16th, 1918) before the 9th day of April in the year 1918.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown, Jr.
President.

N I S I

James T. Bright	)	IN THE CIRCUIT COURT
Assignee)	
	)	FOR QUEEN ANNE'S COUNTY
VS.)	
	)	IN EQUITY
Mary J. Roberts	)	CHANCERY No. 2118

ORDERED, This 20th day of May A. D., 1918, that the re-sale of the Real Estate made and reported in this cause by James T. Bright, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of July 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 26th day of July next.

The Report states the amount of sales to be \$2100.00.

J. F. ROLPH Clerk.

Filed 20th. May 1918.

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Aug. 13, 1918.

N I S I.

JAMES T. BRIGHT, Assignee
vs.
MARY J. ROBERTS.

In the Circuit Court for Queen Annes County, in Equity. Chancery No. 2118.

Ordered, this 20th day of May, A. D., 1918, that the re-sale of the real estate made and reported in this cause by James T. Bright, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of July 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 12th day of July next.

The report states the amount of sales to be \$2100.

J. F. ROLPH, Clerk.
True Copy-Test:
J. F. ROLPH, Clerk.

Filed May 20th, 1918.

THE CENTREVILLE RECORD

CENTREVILLE, MD., Aug. 13th, 1918.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Order Nisi in the case of Bright Assignee vs. Mary J. Roberts, Chy. 2118 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week viz: on May 25th June 1st. June 8th. and June 15th. for 4 weeks before the 26th day of June in the year 1918.

The Centreville Record Publishing Co.

By E. M. FORMAN Associate.

ORDER OF COURT

Ordered, this 14th day of August in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said court, that the re-sale of the land and premises made and reported by James T. Bright, Assignee, in the aforesaid cause of James T. Bright, Assignee, vs. Mary J. Roberts, Mortgagor, No. 2118 on the Chancery Docket of said Court, be and the same is hereby ratified and confirmed no cause to the contrary thereof having been shown, although due notice appears to have been given in accordance with the preceding Order Nisi. The said Attorney is allowed the usual trustee's commission and all expenses not personal upon producing the proper vouchers therefor before the auditor.

PHILEMON B. HOPPER

Filed Aug. 14th, 1918.

PETITION AND ORDER OF COURT Filed Sept. 21, 1918.

James T. Bright, Assignee, vs. Mary J. Roberts, Mortgagor.

X X X X X

In the Circuit Court for Queen Anne's County, in Equity. No. 2118.

To The Honorable, the Judges of said Court:

The petition of James T. Bright, to your Honors respectfully sets forth:

That, as will appear by reference to the report of the resale of the real estate described in the aforesaid proceedings under the power of sale contained in each of two mortgages from Mary J. Roberts to Henry W. Keating and assigned by mesne assignments to your petitioner, your petitioner, James T. Bright, Assignee and Vendor, became the purchaser of said real estate, consisting of lot of land, improved by frame dwelling house, in the town of Centreville, Queen Anne's County, on Tilghman's Avenue, and said sel has been finally ratified and confirmed by this Honorable Court.

Your petitioner, the Assignee and Vendor, being also the purchaser of said real estate, prays your Honors to pass an order appointing a trustee to convey said real estate unto your petitioner, James T. Bright.

JAMES T. BRIGHT

James T. Bright, Assignee, vs. Mary J. Roberts, Mortgagor.

X X X

In the Circuit Court for Queen Anne's County, in Equity. No. 2118.

ORDERED, this 21st day of September in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, in Equity, upon the aforesaid petition of James T. Bright, that J. Lemuel Roberts be, and he is hereby, appointed trustee to convey unto James T. Bright the real estate described in the mortgages filed in aforesaid cause from Mary J. Roberts to Henry W. Keating and assigned by mesne assignments to James T. Bright, and said J. Lemuel Roberts be and he is hereby authorized, empowered and directed, after he is satisfied of the full payment of the purchase money named in the report of the resale of said real estate, to grant and convey by good and sufficient deed the real estate described in said mortgages and said report of resale and all the right, title, interest and estate therein of the parties to said mortgages and to said cause unto the said James T. Bright, his heirs and assigns. And the said trustee is not required to give bond.

Philemon B. Hopper

Filed Sept. 21st, 1918.

Proceedings brought forward from folio 74 in this same Liber.

.....
 OPINION OF COURT
 Filed July 8th 1943.

THOMAS J. KEATING,
 Assignee of Mortgage,
 vs.

HERBERT Z. BEAVEN and
 MARY C. BEAVEN, his wife,
 Mortgagors.

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

No. 3330

OPINION OF COURT

Upon the Report and Petition of Madison Brown, the Auditor of this Court, filed in this cause on the 26th day of June, 1943, wherein he seeks the advise and instruction of the Court as to certain questions raised by him therein, it is the opinion of this Court that a certified copy of the deed from Herbert Z. Beaven and wife to Edward O. Smith, dated May 9th, 1925, a certified copy of the deed from Edward O. Smith and wife to Montague Smith, dated December 17th, 1934, and a certified copy of the deed from Montague Smith to George D. Smith and Annie M. Smith, his wife, dated February 8th, 1935, must be filed in this cause in order to establish the ownership of Harold Hardesty of the equity of redemption in the mortgaged real estate sold in this cause;

And further, (it appearing that said Harold Hardesty is now deceased, that administration upon his personal estate is now in progress, and that such personal estate is insufficient to pay the debts of said Harold Hardesty), it is the opinion of this Court that the surplus proceeds of sale in the sum of \$509.77, remaining to be distributed, cannot be so distributed under the previous orders of this Court passed in this cause on the 21st day of December, 1942, and the 12th day of June, 1943, respectively, and it will be necessary (as required by the equity rule of this Court relating to the surplus proceeds of mortgage sales) for one of the creditors of Harold Hardesty, deceased, to intervene in this proceeding by petition in the nature of a creditor's bill to have the remaining surplus proceeds of the sale applied to the payment of the debts of said Harold Hardesty, deceased, whereupon the Court will pass the orders required by the rule, or, upon the failure of any such creditor to so file such a petition, it will be necessary for Spedden Hardesty, who, according to the testimony attached to and made a part of said report and petition of the auditor, is the only heir-at-law of said Harold Hardesty, deceased, to file a petition (setting forth the facts required by the rule and verified in the manner stipulated therein) for the distribution of such surplus to those entitled thereto, whereupon the Court will re-refer this proceeding to the Auditor to state and report another audit distributing the remaining surplus proceeds of sale to those shown to be entitled to it, with authority to take testimony, if found necessary.

WM. R. HORNEY
 Judge.

Filed July 8th 1943.

.....
 CREDITORS' BILL
 Filed July 29, 1943.

THOMAS J. KEATING,
 ASSIGNEE OF MORTGAGE,
 VS

HERBERT Z. BEAVEN AND
 MARY B. BEAVEN, HIS WIFE,
 MORTGAGORS.

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

CHANCERY No. 3330

TO THE HONORABLE, THE JUDGES OF SAID COURT:

George D. Smith, a resident of Centreville, Queen Anne's County, Maryland, and doing business thereat, being a store keeper and E. S. Adkins & Company, a body corporate, doing business at Centreville, Maryland, who file this petition as well for themselves as for all other creditors of Harold Hardesty, late of Queen Anne's County, deceased, who will come in and contribute to the expenses of these proceedings, petitioning, say:-

1. That the said Harold M. Hardesty departed this life on June 22nd, 1942, intestate, being then a resident of Queen Anne's County, Maryland, and being at the time of his death indebted unto your Petitioners, being indebted unto the said George D. Smith in the sum of \$122.00 as evidenced by the promissory note dated May 1st, 1942, in the sum of \$122.00, payable to The Centreville National Bank of Maryland, payable 3 months after date, signed by the said Harold Hardesty and endorsed by the said George D. Smith, and on September 17th, 1942, for value received transferred and assigned by said Bank unto the said George D. Smith, the endorser; and being indebted unto the said E. S. Adkins & co., in the sum of \$53.60 as per accounted filed herewith for goods purchased and delivered by the said E. S. Adkins & Co. to the said Harold Hardesty, which note marked "Exhibit No. 1" and which itemized account marked "Exhibit 2" are filed herewith and prayed to be taken as part of this bill.

2. That the said Harold M. Hardesty, deceased, was, at the time of his death aforesaid seized and possessed of a certain real estate located in the Third Election District of Queen Anne's County, Maryland, northeast from the town of Centreville, on the Centreville-Carville-Hope Road, containing a tract of land of approximately 18-1/2 acres of land, improved by a frame bungalow and outbuildings, which said real estate is the same real estate described in and granted by the mortgage filed in the above proceedings and sold in these proceedings under the power of sale contained in said mortgage.

3. That the said Harold M. Hardesty became vested of said Property in these proceedings described by virtue of a deed to him from George D. Smith and Annie May Smith, his wife, dated November 6th, 1936, and recorded among the landrecords of Queen Anne's County in Liber W.H.C. #4-A, folio 34, etc. , certified copy of which deed has heretofore been filed in these proceedings on May 6th, 1943, and is prayed to be taken now as a part of this petition; that George D. Smith and Annie May Smith, his wife, became vested of said property by deed from Montague T. Smith by deed dated Feb. 6, 1935, and recorded in Liber W.H.C. No. 1-A, fol. 22; that Montague T. Smith became vested of said property by deed from Edward O. Smith and Fannie M. Smith, his wife, by deed dated December 17, 1934, and recorded in Liber B.H.T. #18, folio 554; and Edward O. Smith became vested of said property by deed from Herbert Z. Beaven and Mary B. Beaven, his wife, (the mortgagors in these proceedings) by deed dated May 9th, 1925, and recorded in Liber B.H.T. #3, folio 444, certified copies of which three last mentioned deeds are filed herein as Exhibits 2-A, Exhibit 3, and Exhibit 4 and all prayed to be taken as a part of this Bill.

4. That the said Harold M. Hardesty being so seized and possessed of the aforesaid real estate, was seized of some small amount of personal property of very little value and insufficient to pay his obligations or the claims filed against his estate, and the said Harold M. Hardesty departed this life as aforesaid intestate leaving surviving him as his only heir at law a father, one Spedden O. Hardesty, an adult, age about 75 years, who is now a resident of Queen Anne's County, Maryland.

5. That letters of administration upon all and singular the personal estate of the said Harold M. Hardesty, deceased, were duly granted and committed unto Spedden O. Hardesty, by the Orphans' Court for Queen Anne's County, but said personal estate is practically nothing and insufficient to pay the claims against said estate.

6. That the aforesaid real estate was, after the death of the said Harold M. Hardesty, deceased, sold under foreclosure proceedings in the above entitled cause by Thomas J. Keating, Assignee of the mortgage therein described, (which mortgage herein described, and a second one on said property, were assumed by the said Harold M. Hardesty at the time of the transfer of said property to him as aforesaid from the said George D. Smith and wife as fully set forth in said deed from the said George D. Smith and wife to Harold M. Hardesty) to pay the mortgage debt, interest, costs and commissions due and owing under the mortgage filed in this cause, and to pay the second mortgage debt on said property, and the proceeds realized from the said sale was far in excess of the amounts of the mortgage liens, and as shown by the Second Audit filed in this cause there still remains subject to the further order of this Court the sum of \$509.77 to which the creditors of Harold M. Hardesty and all other persons entitled to participate in the distribution of the said surplus of \$509.77 remaining in the hands of the said Thomas J. Keating, Assignee of said mortgage and Vendor in these proceedings, and your Petitioners allege that they are entitled to have said sum of \$509.77 applied to the payment and liquidation of their accounts due and owing and to such other creditors of the said Harold M. Hardesty, deceased.

TO THE END THEREFORE,

That the Defendant, Spedden O. Hardesty, of Centreville, Queen Anne's County, Maryland, may answer this Petition that the indebtednesses of the said Harold M. Hardesty, deceased, or any balance of indebtednesses, that may remain unsatisfied may be paid from the surplus proceeds of sale remaining in the hands of Thomas J. Keating, Assignee of mortgage and Vendor in these proceedings; and that your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.,

JOHN PALMER SMITH

WILLIAM MCK. GIBSON

Attorneys for Petitioners.

Filed July 29, 1943.

.....

EXHIBIT No. 1

Filed July 29, 1943.

\$122.00 Post Office May 1, 1942.

Three months after date, for value received, I jointly and severally promise to pay to George D. Smith or order One Hundred & twenty two dollars At The Centreville National Bank of Maryland with all costs and 5 per cent . commissions for collecting the same, and I, we or either of us, whether makers, securities, endorsers or guarantors, do hereby waive protest and notice of protest and do hereby confess judgment, to be entered by the proper official, at any time after maturity for the amount then due hereunder, with all exemptions waived.

\$1.85.

HAROLD HARDESTY

Endorsed on the back of the foregoing Note was thus endorsed,
to wit:

We, the endorsers whose signatures appear below guarantee payment of this note and agree that all of its provisions shall apply to and bind us as though we were makers.

GEO. D. SMITH

Aug. 4- 1942.

The total amount due George D. Smith under this note is	\$122.00
Int for 1 Mo.	.61
	<u>\$122.61</u>
5% atty's comm	6.13
Total;	<u>\$128.74</u>

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

On this 17th day of September 1942 before the subscriber, the Register of Wills for Queen Anne's County, personally appeared George D. Smith and made oath in due form of law that the annexed note, as stated is just and true, and that he has not received any part of the money or any security or satisfaction given for the same other than that shown on the annexed note.

NORMAN S. DUDLEY Register of Wills.

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

Sept. 22, 1942.

The annexed note will pass when paid.

TEST: NORMAN S. DUDLEY Register of Wills

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

I HEREBY CERTIFY that on this 26th day of December in the year nineteen hundred and forty two before me, the subscriber, the Clerk of the Circuit Court of Queen Anne's County, personally appeared George D. Smith and made oath in due form of law that no part of the money intended to be secured by the annexed Note has been received, or any security or satisfaction given for the same, except what (if any) is credited, to the best of his knowledge and belief.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for Queen Anne's County.

.....
EXHIBIT No. 2
Filed July 29, 1943.

E. S. ADKINS & COMPANY
Oct. 1st. 1942.

Sold to Mr. Harold Hardesty
Centreville, Maryland

Shipped To-Residence

5/18/42	Inv. #462					
	4 pcs. 1x3 - 12 D4SPine	12 @	.04	.48	.48	
5/28/42	Inv. #581					
	1 Bag Hyd. Lime	1 @	.40	.40	.40	
6/3/42	Inv. #641					
	1 pc. 1-1/8 x 2- 14 D 4 S Cyp	14 @	.02 3/4	.38		
	2 pc. 1-1/8 x 2-14 " "	28 @	.02 3/4	.77		
						1.15
6/4/42	Inv. #644					
	1 pc. 1 3/4 x 1 3/4- 10 D					
	4 S Cyp	10 @	.05	.50		
	1 " 7/8 x 12 - 5 Knotty Pine	6 @	.08	.48		
	1 " 7/8 x 4 - 8 D 4 S Cyp.	3 @	.09	.27		
	2 Doz. 1 1/2 " Screws - #10	2 @	.06	.12		
	1 Pc. 5/8" x 10-2 D4 S cyp.	2 @	.10	.20		
						1.57
6/20/42	Inv. #817					
	4 Tons # 3 Coal	4 @ 12.50	50.00	50.00		
						53.60

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

On this 2nd day of October 1942 before the subscriber, the Register of Wills for Queen Anne's County, personally appeared W. G. Jones Mgr. for E.S. Adkins and Company and made oath in due form of law that the annexed account, as stated is just and true, and that said firm has not received any part of the money or any security or satisfaction given for the same other than that shown on the annexed account.

NORMAN S. DUDLEY Register of Wills

By the Orphans Court for Queen Anne's County.

The annexed Acct will pass when paid.

TEST: Oct. 6- 1942.
NORMAN S. DUDLEY Register of Wills

EXHIBIT NO. 2 A
Filed July 29, 1943.

Certified copy of Deed

16,947 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Ninth day of February, in the year nineteen hundred and thirty five, the following Deed was brought to be recorded, to wit:

THIS DEED, made this Sixth day of February, in the year nineteen hundred and thirty five, by Montague T. Smith, of Montclair, Essex County, State of New Jersey, single man,

WITNESSETH: That for and in consideration of one dollar and other good and valuable consideration, the payment thereof being hereby acknowledged, the said Montague T. Smith does hereby grant and convey unto George D. Smith and Annie May Smith, his wife, of Queen Anne's County, State of Maryland, as tenants by the entireties, in fee simple,

First: All those tracts, pieces or parcels of land situate, lying and being in the village of Starr or Halls Cross Roads, in Queen Anne's County, State of Maryland.

(a) All that lot of land, being lot No. 5 of the lots described in Surveyor's plat and certificate of survey filed in the Orphans' Court for Queen Anne's County, Maryland, as part of the original Report of Sales of David N. Smith's real estate. Beginning for the same at the end of the first line of lot No. 4 of said Smith lots and running thence North 34 3/4 degrees West, 9.09 perches, thence South 57 1/2 degrees West, 11.36 perches, thence South 34 3/4 degrees East, 9.09 perches, thence North 57 1/2 degrees East, 11.36 perches to the place of beginning,

(b) All that lot of land, being Lot No. 2 as described in Surveyor's plat and certificate of survey accompanying original Report of Sales of David N. Smith's Real estate filed in the Orphans' Court for Queen Anne's County aforesaid. BEGINNING FOR THE SAME at the end of the first line of No. 1 of said Smith lots and running thence North 34 3/4 degrees West, 9.09 perches, thence South 57 1/2 degrees West, 11.36 perches, thence South 34 3/4 degrees East, 9.09 perches, thence North 57 1/2 degrees East, 11.36 perches to the place of beginning.

Second: The two following described lots or parcels of land situate, lying and being in Queen Anne's County, State of Maryland, at or adjoining the village of Starr or Halls Cross Roads, on the right hand side of the public road leading out of Starr to Queen Anne and Hillsboro, adjoining on one side a lot of land, now or formerly owned by William H. Montague, fronting and binding on the aforesaid public road and running back to and bounded in the rear by the land of Frances W. Deaver and adjoining the land of others, being lot No. 3 and Lot No. 4 as sold and reported to the Orphans' Court for Queen Anne's County, Maryland, by David N. Smith, executor of David N. Smith, deceased, and in the proceedings in said Court particularly described.

Third: All that tract of land situate, lying and being on the southerly side of the public road leading from Centreville to Hope and to Ruthsburg, in the Third Election District of Queen Anne's County aforesaid, formerly consisting of two lots of land containing in the aggregate eighteen acres and one half of a perch of land, more or less, and which was conveyed unto Edward O. Smith by Herbert Z. Beaven and Mary B. Beaven, his wife, by deed bearing date the 9th day of May, 1925, and recorded in Liber B.H.T. No. 3 a land record book for Queen Anne's County, folio 444.

All the land hereby conveyed being the same and all the land that was conveyed unto the said Montague T. Smith by Edward O. Smith and Fannie M. Smith, his wife, by deed dated the 17th day of December, nineteen hundred and thirty four, and recorded in Liber B.H.T. No. 18, a land record book for Queen Anne's County, folio 554, to which said deed and the references therein contained reference is hereby expressly made for a more full and particular description of said land.

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

AND the said Montague T. Smith covenants that he will warrant specially the property hereby conveyed and that he will execute such further assurances of said land as may be requisite.

Witness my hand and seal.

Witness:

EDW. R. KRUEGER
Edw. R. Krueger
Notary Public, Westchester County
N.Y. Co. Cl'ks, No. 36 Reg. No. 6-K-19
Term Expires March 30, 1936.

MONTAGUE T. SMITH (SEAL)

Notary Public
Seal.

STATE OF NEW YORK
COUNTY OF NEW YORK

I hereby certify that on this 6th day of February, in the year nineteen hundred and thirty five, before me, the subscriber, a Notary Public of the

State of New York in and for New York County, personally appeared Montague T. Smith and acknowledged the within and foregoing deed to be his act.

IN TESTIMONY WHEREOF I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Notary Public
Seal.

EDW . R. KRUEGER
Notary Public

Edw. R. Krueger
NOTARY PUBLIC, Westchester County
N.Y. Co. Cl'ks. No. 36 Reg. No.
6-K-19
Term Expires March 30, 1936.

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 folio 22 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 on this Twenty Ninth day of July in the year nineteen hundred and forty three.
Seals Place.

Filed July 29, 1943.

A. SYDNEY GADD JR.
Clerk

EXHIBIT NO. 3
Filed July 29, 1943.

Certified copy of Deed.

#16,903 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Seventh day of January, in the year nineteen hundred and thirty five, the following Deed was brought to be recorded, to wit:-

THIS DEED, Made the seventeenth day of December in the year one thousand nine hundred and thirty four

BETWEEN EDWARD OL SMITH AND FANNIE M. SMITH, his wife, of the Town of Montclair, County of Essex and State of New Jersey, parties of the first part AND MONTAGUE T. SMITH (unmarried) of the same place, party of the second part

WITNESSETH: That in consideration of the sum of \$1.00 lawful money of the United States of America and other valuable considerations in hand paid the said parties of the first part do grant and convey unto the said party of the second part and his heirs and assigns forever

First: All those tracts, pieces or parcels of land situate, lying and being in the village of Starr or Halls Cross Roads, in Queen Anne's County, State of Maryland and described as follows:

(a) All that lot of land, being lot No. 5 of the lots described in Surveyor's plat and certificate of survey filed in the Orphans' Court for Queen Anne's County, Maryland, as part of the original Report of Sales of David N. Smith's real estate. Beginning for the same at the end of the first line of lot NO. 4 of said Smith lots and running thence North, thirty four and three quarters degrees West, nine perches and nine one hundredths of a perch, thence South fifty seven and one half degrees West, eleven perches and thirty six one hundredths of a perch, thence South thirty four and three quarters degrees East, nine perches and nine one hundredths of a perch, thence North, fifty seven and a half degrees East, eleven perches and thirty six one hundredths of a perch, to the place of beginning.

(b) All that lot of land, being lot No. 2 as described in surveyor's plat and certificate of survey accompanying original Report of Sales of David N. Smith's real estate, filed in the Orphans' Court for Queen Anne's County aforesaid; Beginning for the same at the end of the first line of No. 1 of said Smith lots and running thence North, thirty four and three quarter degrees West nine perches and nine one hundredths of a perch, thence South, fifty seven and a half degrees West, eleven perches and thirty six one hundredths of a perch, thence South, thirty four and three quarters degrees East, nine perches and nine one hundredths of a perch, thence North, fifty seven and a half degrees East, eleven perches and thirty six one hundredths of a perch to the place of beginning, being the same land as that described in a deed to James MacDonald from John W. Smith, dated the thirtieth day of September eighteen hundred and ninety six and recorded in liber W.H.C. No. 5 fols. 133 and 134 a land record book for Queen Anne's County, and being the same two lots of land all the real estate which were conveyed unto the said William H. Montague by James Mac Donald and Charlotte MacDonald, his wife, by deed bearing date the twenty eighth day of October, in the year eighteen hundred and ninety six and recorded in liber W.H.C. No. 7 folios 202 and 203, a land record book for Queen Anne's County.

Second: The two following described lots or parcels of land, situate, lying and being in Queen Anne's County, State of Maryland, at or adjoining the village of Starr or Halls Cross Roads, on the right hand side of the public road leading out of Starr to Queen Anne and Hillsborough, adjoining on one side of a lot of land now, or formerly, owned by William H. Montague and on the other side by a lot of land now or foemerly owned by William H. Montague, fronting and binding on

the aforesaid public road and running back to, and bounded in the rear by, the land of John Nelson formerly owned by William A. Roe, being lots No. 3 and No. 4 as sold, and reported to the Orphans' Court for Queen Anne's County, State of Maryland, by David N. Smith executor of David N. Smith, deceased, and in the proceedings in said Court particularly described, and being the same two lots of land granted and conveyed by Joseph M. Walters and Martha B. Walters his wife, unto William H. Montague by deed bearing date the twenty fourth day of September in the year eighteen hundred and ninety seven, and recorded in Liber W.H.C. No. 7, folios 201 and 202 a land record book for Queen Anne's County aforesaid.

Being part of the land deeded to the said parties of the first part by William H. Montague by deed dated November 11th, 1919 and recorded in the Clerk's Office for Queen Anne's County, State of Maryland.

Third: All that tract or land, situate, lying and being on the southerly side of the road leading from Centreville, Queen Anne County, State of Maryland to Ruthsburg, Queen Anne's County, State of Maryland, together with all and singular the buildings and improvements on each and all of the lots of land hereby conveyed and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining; the said farm now being occupied by S.O. Hardesty.

It being the intention of the said parties of the first part to convey to the said party of the second part all their rights, title and interest in the above mentioned said land, farm and buildings, as per deed from Herbert Z. Beyan and Mary B. Beyan his wife, by deed dated March 9th, 1925; said deed now being in the Clerk's Office at Centreville, Queen Anne's County, State of Maryland. Subject to any and all encumbrances now on the respective lands.

TO HAVE AND TO HOLD said premises with the appurtenances, unto the said grantee his heirs and assigns forever.

The said parties of the first part

COVENANT:

1. That they are lawfully seized of the said land.
2. That they have the right to convey the said land to the grantee.
3. That the grantee shall have quiet possession of the said land free from all incumbrances, excepting as herein stated.
4. That the grantor will execute such further assurances of the said land as may be requisite.
5. That they will warrant generally the property hereby conveyed.

IN WITNESS WHEREOF, the said grantors have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE presence of

RUBEN STEINFELD

EDWARD O. SMITH 1. s.

FANNIE M. SMITH 1. s.

STATE OF New Jersey :
: SS:
Hudson COUNTY, :

BE IT REMEMBERED That on this 17th day of December in the year one thousand nine hundred and thirty-four before me, the subscriber, a Notary Public in and for the State of New Jersey personally appeared, Edward O. Smith and Fannie M. Smith, his wife, who, I am satisfied, are the grantors in the within Indenture named, and having first made known to them the contents thereof, they did thereupon acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed:

Notary
Public
Seal.

RUBEN STEINFELD
Notary Public in and for State of New Jersey

One- Fifty Cent Int Rev. Stamp.
Endorsed 12/17/34. E.O.S.

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 554, etc., a Land Record Book for Queen Anne's County.

Seals 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 July, in the year nineteen hundred and forty three.

A. SYDNEY GADD JR. Clerk

Filed July 29, 1943.

EXHIBIT NO. 4
Filed July 29, 1943.

11, 279 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eighteenth day of May, in the year nineteen hundred and twenty five, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this ninth day of May, in the year nineteen hundred and twenty five, by Herbert Z. Beaven and Mary B. Beaven, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH: That for and in consideration of two thousand, nine hundred dollars (\$2,900.00), one thousand, five hundred dollars (1,500.00), of said amount having been paid in cash at the time of the execution of this deed, and a mortgage to secure one thousand, four hundred dollars (\$1,400.00) of said amount, together with the interest to accrue thereon, having been executed at the same time by the grantee herein, Edward O. Smith, and his wife, Fannie M. Smith, to said Herbert Z. Beaven, and Mary B. Beaven, his wife, as tenants by the entireties, said mortgage bearing even date herewith and to be recorded among the land records of Queen Anne's County immediately following the recording of this deed and the assumption on the part of said Edward O. Smith of the mortgage on the land hereby conveyed, from these grantors to Lena Covington, to secure two thousand, six hundred dollars (\$2,600.00) and interested dated the sixth day of June, nineteen hundred and twenty two, and recorded among the land records of Queen Anne's County, in Liber J.F.R. No. 9, folio 55, the said Herbert Z. Beaven and Mary B. Beaven, his wife, do hereby grant and convey unto the said Edward O. Smith, of Jersey City, in the State of New Jersey, his heirs and assigns, in fee simple, the following real estate, to wit:

Parcel No. 1: All that lot or parcel of land, situate, lying and being in The Third Election District of Queen Anne's County aforesaid, on the right side of the public road leading from Centreville to Hope, bounded on the East by the farm known as "Needwood", of Henrietta McK. Holton, on the South by the land formerly belonging to the late Margaret T. Gadd, and also by the land of John R. E. Turpin, on the West by the land hereinafter described and on the North by the aforesaid public road, and containing ten acres of land, more or less.

Parcel No. 2: All that lot or parcel of land, situate, lying and being in The Third Election District of Queen Anne's County aforesaid, on the right of the public road above mentioned, bounded on the East by the land described above as "Parcel No. 1", on the South by the land of John R. E. Turpin, on the West by the land of Mrs. Lulu Swain, and containing eight acres and one half of a perch of land, more or less, and being the same and all the land that was conveyed unto said Herbert Z. Beaven and Mary B. Beaven, his wife, by Joseph B. Loflin and Virginia H. Loflin, his wife, by deed dated the fourteenth day of April, nineteen hundred and nineteen, and recorded in liber J.F.R. NO. 2, folio 182, a land record book for Queen Anne's County.

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

SUBJECT, however, to aforesaid mentioned mortgage from these grantors, to Lena Covington, which said mortgage and the debt and interest thereby intended to be secured this grantee, Edward O. Smith, for himself, his heirs, executors, administrators and assigns, assumes and agrees and covenants to pay.

AND the said Herbert Z. Beaven and Mary B. Beaven, his wife, covenant to warrant specially the property hereby conveyed, with the exception of said mortgage from these grantors to Lena Covington, and to execute such other and further assurances thereof as may be or become requisite and necessary.

Witness our hands and seals.

WITNESS: HERBERT Z. BEAVEN (SEAL)
Wm. W. Rhodes MARY B. BEAVEN (SEAL)

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

I hereby certify that on this ninth day of May, 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, personally appeared Herbert Z. Beaven and Mary B. Beaven, his wife, and did each acknowledge the within and aforegoing deed to be their respective act.

In Testimony whereof I hereunto subscribe my name and Notarial Seal affix, the day and year herein last above written.
Notary Public Seal.

WILLIAM W. RHODES
NOTARY PUBLIC

One 2 -dollar and one-
1-dollar Int. Rev Stamps
endorsed: HZB, MBB May 9/25

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

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber B.H.T. No. 3, folios 444, et c., 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 29th day of July, in the year nineteen hundred and forty three.

Seals Place

Filed July 29, 1943

A. SYDNEY GADD JR. Clerk

ORDER OF COURT
Filed July 29, 1943

ORDER OF COURT.

ORDERED, this 29th day of July, 1943, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Spedden O. Hardesty, adult, only heir at law of Harold M. Hardesty, late of Queen Anne's County, deceased, of Queen Anne's County, Maryland, be and he is hereby warned to appear and answer the Petition of George D. Smith and E. S. Adkins & Co., on or before the 30th day of August, 1943, by service of the writ of subpoena upon him, on or before the 10th day of August, 1943.

WM. R. HORNEY
Judge.

Filed July 29, 1943.

ORDER OF COURT
Filed July 29, 1943.

THOMAS J. KEATING,
ASSIGNEE OF MORTGAGE,

VS

HERBERT Z. BEAVEN, AND
MARY B. BEAVEN HIS WIFE,
Mortgagers.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, IN EQUITY.
CHANCERY NO. 3330

ORDERED, This 29th day of July, 1943, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the creditors of Harold M. Hardesty, late of Queen Anne's County, deceased, and all persona who may be entitled to participate in the distribution of the surplus proceeds of sale remaining after satisfying the mortgage under which the real estate of Harold M. Hardesty, deceased, was sold, be, and they are hereby notified to file their claims with the Clerk of the Circuit Court for Queen Anne's County, on or before the 11th day of October, 1943, next, provided a copy of this order be published in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 30th day of August, 1943, next.

WM. R. HORNEY
Judge.

Filed July 29, 1943.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed July 30, 1943

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Spedden O. Hardesty

Seals 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 Thirtieth day of August next, to answer the complaint of George D. Smith and E. S. Adkins & Co. against you in said court exhibited.

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of July 1943
Issued, the Twenty Ninth day of July 1943.

A. SYDNEY GADD JR. Clerk

John Palmer Smith

Solicitor for Petitioners.

TO THE DEFENDANT,: You are required to file your answer or other defense in the office of the Clerk of this Court on or before the thirtieth day of August next, being the Return Day.

A. SYDNEY GADD JR. Clerk

ANSWER OF SPEDDEN O. HARDESTY
Filed August 4, 1943.

THOMAS J. KEATING,
ASSIGNEE OF MORTGAGE,

VS

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY,

IN EQUITY.

HERBERT Z. BEAVEN, AND
MARY B. BEAVEN, HIS WIFE,
Mortgagors.

CHANCERY No. 3330

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

THE ANSWER of Spedden O. Hardesty to the Petition in the form of a Creditors' Bill filed in these proceedings, wherein he is made the Defendant as the only heir at law of Harold M. Hardesty, respectfully shows:

That he admits the matters and things in said Petition set forth, and consents to such decrees and orders in the premises as may be right and proper.

And as induty bound,

SPEDDEN O. HARDESTY
Spedden O Hardesty

Filed August 4th 1943.

CERTIFICATE AS TO PUBLICATION
NOTICE TO CREDITORS.
Filed Sept 13th 1943.

NOTICE TO CREDITORS

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 3330

Thomas J. Keating, Assignee of Mortgage vs Herbert Z. Beaven, and Mary B. Beaven, his wife, Mortgagors.

ORDERED, this 29th day of July, 1943, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the creditors of Harold M. Hardesty, late of Queen Anne's County, deceased, and all persons who may be entitled to participate in the distribution of the surplus proceeds of sale remaining after satisfying the mortgage under which the real estate of Harold M. Hardesty, deceased, was sold, be, and they are hereby notified to file their claims with the Clerk of the Circuit Court for Queen Anne's County, on or before the 11th day of October, 1943, next, provided a copy of this order be published in some new- weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 30th day of August, 1943, next.

WM. R. HORNEY
Judge.

Filed July 29th 1943.

QUEEN ANNE'S RECORD- OBSERVER

Centreville, Md. September 11 1945

THE QUEEN ANNE'S RECORD OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to Creditors in the case/estate of Thomas J. Keating, Assignee of Mortgage vs. Herbert Z. Beaven, and Mary B. Beaven, his wife, Mortgagors a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 30 day of August, 1943, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD OBSERVER, was on the 5 day of August 1943, and the last insertion on the 19 day of August 1943.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY.

By GLENN T. JAMES

Filed Sept. 13th 1943.

.....P.....
PETITION OF COUNSEL FOR
ALLOWANCE OF FEE
Filed Oct 9th 1943

THOMAS J. KEATING,
ASSIGNEE OF MORTGAGE,

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

vs

Chy No. 3330

HERBERT Z. BEAVEN, et al.
Mortgagors.

The Petition of John Palmer Smith and William McK. Gibson, attorneys at law, respectfully sets forth unto your Honors:

That your peitioners were employed by George D. Smith and E. S. Adkins & Company, respectively, the Petitioners in this Cause, to institute proceedings in the nature of a Creditors' Bill.

That pursuant to their employment your petitioners prepared the Bill of Complaint not only on behalf of their clients, but on behalf of all of the creditors of Harold Hardesty, late of Queen Anne's County, deceased.

That your petitioners have conducted the proceedings arising under their Bill, filed therein the Exhibits needed and required, and have caused the Notice to Creditors to issue, and in all things have rendered their services for their clients and for all the other creditors, and your petitioners feel entitled under the law and practice relating to cases of this character to be paid for their legal services by the creditors and thos entitled to the balance remaining, out of the common fund such fee as this Court shall adjudge fair and reasonable.

That the sum of \$509.77 remains in this Court subject to the order of this Court, and your Petitoners believe that a fee of \$50.00 would be a fair fee.

Your Petitioners therefore prays your Honors to pass an order allowing them out of the common fund so they will recover, a sum of money as their fee for their legal services and to direct the Assignee in this cause, Thomas J. Keating, to pay said fee, and that the auditor be directed to allow such fee in his Account.

JOHN PALMER SMITH

WILLIAM MCK. GIBSON

Filed Oct 9th 1943.

.....
ORDER OF COURT
Filed Oct 9th 1943

ORDER OF COURT.

The foregoing Petition has been read and considered:

IT IS THEREUPON, on this 9th day of October, 1943, Ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that John Palmer Smith and William McK. Gibson, the attorneys conducting the proceedings under the Petition filed by George D. Smith and E. S. Adkins & Company in the nature of a Creditors' Bill, be and they are hereby allowed out of the common fund the sum of Fifty Dollars (\$50.00) for their services for the benefit of the creditors in the said cause, and it is further ordered that the Assignee in this Cause, Thomas J. Keating, who is the Vendor making sale of the real estate in this cause and who holds the money in these proceedings subject to the order of this Court, be and he is authorized and directed to pay said fee unto the said John Palmer Smith and William McK. Gibson out of the moneys remaining in his hands, and the auditor in this cause is directed to allow said fee in his Account.

WM. R. HORNEY
Judge.

Filed Oct 9th 1943.

.....
A U D I T
Filed Oct 19, 1943.

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

Thomas J. Keating, assignee
versus
Herbert Z. Beaven, et al.

Chancery Docket,
Cause No. 3330

To the Honorable, the Judges of said Court:-

The Report of Madison Brown, your auditor, unto Your HOnors respectfully sets forth:

(1) That by the audit filed in this cause on May 6, 1943 (see Paper marked No. 26), it appears that of the proceeds of the sale of this cause the sum of \$509.77 was not distributed and was left by the audit in the hands of Thomas J. Keating, the original vendor, subject to the order of this Court.

(2) That by this audit it appears that this sum of \$509.77 is the property of Edward O. Smith (See page 2, paragraph 8, of Paper No. 26) and the proceedings commenced after this audit was filed by the creditors bill to prove that the money had passed from Edward O. Smith to Harold M. Hardesty and to his heir, Spedden O. Hardesty.

(3) That this audit arises under the proceedings had under said creditors bill which was filed July 29, 1943 (see Paper No. 40).

(4) That no testimony has been taken before the auditor since the filing of the creditors bill, other than placing before him as testimony the deeds and exhibits hereinafter mentioned.

(5) That it appears from this creditors bill and the exhibits therein mentioned as follows:

(a) That Edward O. Smith prior to the sale of this cause conveyed the mortgaged land subject to the mortgages mentioned in the audit filed in this cause heretofore to Montague Smith by deed dated December 17, 1934.

(see Paper Marked Exhibit 3 and marked with the number 4)

(b) That Montague Smith prior to the sale of this cause conveyed the mortgaged land subject to the mortgages mentioned in said audits to George D. Smith and Anna May Smith by deed dated February 6, 1935.

(See paper marked Exhibit 2-A and with the number 43.)

(d) That George D. Smith and Annie M. Smith prior to the sale of this cause conveyed the mortgaged land subject to the mortgages mentioned in said audit to Harold M. Hardesty by deed dated November 6, 1936.

(See copy of this deed filed in this cause June 26, 1943 in paper marked with the Number 38.)

(d) That Harold M. Hardesty died June 22, 1942 intestate seised and possessed of the mortgaged land, the mortgages being in force.

(e) That administration on his personal estate was granted to Spedden O. Hardesty "but that said personal estate is practically nothing "and insufficient to pay the claims against his estate".

(f) That Harold M. Hardesty left as his only heir at law, his father, Spedden O. Hardesty who is a party to the creditors bill

(g) That Harold M. Hardesty at time of his death was indebted unto George D. Smith by a note for the sum of \$122.00, unto E. S. Adkins & Co. by account for \$53.60.

(h) That said Spedden O. Hardesty as heir of said Harold M. Hardesty is the person now entitled to said sum of \$509.77 but that his ownership thereof is subject to the payment thereof of the claims of the creditors of Harold M. Hardesty who are yet unpaid.

(6) That the said Spedden O. Hardesty filed in this cause his answer to said creditors bill and in this answer "he admits the matters and things in said (bill) set forth to be true".

(see Paper marked NO. 49).

(7) That the notice to creditors passed by the Court in this cause on July 29, 1943 was duly published as by said order directed.

(See copy of advertisement thereof filed and marked as Paper No. 50).

(8) That there has been filed with the auditor the certificate of the Register of Wills of Queen Anne's County which shows the claims filed in the Orphans' Court of Queen Anne's County for distribution out of the proceeds of the personal estate of said Harold M. Hardesty and this certificate states that three claims have been filed, that of George D. Smith mentioned above, that of E.S. Adkins & Company mentioned above and an account filed by Doctor W.H. Fisher in the sum of \$25.00, and the certificate states that it does not appear from the proceedings in the Orphans' Court of Queen Anne's County in the matter of the Personal Estate of Harold M. Hardesty that any distribution of his estate has been made to the payment of these claims.

This certificate will be returned with the audit.

(9) That the Auditor has been requested by the attorneys who filed the creditors bill to consider as testimony taken before him the papers mentioned as Exhibits in the creditors bill and to consider the testimony heretofore taken in this cause from Spedden O. Hardesty as a witness filed in this cause (see Paper No. 38) and also to consider as testimony the certificate of the Register of Wills above mentioned.

(10) That the auditor has examined as evidence produced before him (a) the copies of the deeds which are certified mentioned in the creditors bill, (b) the testimony

(a) the copies of the deeds which are certified mentioned in the creditors bill, (b) the testimony of Spedden O. Hardesty above mentioned, (c) the answer of Spedden O. Hardesty, (d) the certificate above mentioned made by the Register of Wills.

(11) That the Auditor concludes:

- (a) That said Spedden O. Hardesty is entitled to said sum of \$509.77 subject to the rights of the creditors of Harold M. Hardesty to be paid thereout;
- (b) That the personal estate left by Harold M. Hardesty has been or can be taken over by Spedden O. Hardesty as his property;
- (d) That three creditors have filed claims in this cause or are named in said Register's Certificate and they are entitled to be paid out of said sum of \$509.77.

(12) That for the reasons or conclusions above stated the Auditor has stated the within account for the distribution of said sum of \$509.77 and in this account he first charges Thomas J. Keating, the vendor of the cause, with said balance of \$509.77 and then by allowing thereout as follows, to wit:

Unto the said vendor the cost of advertising court's notice to creditors and of the order nisi to be passed as to this audit; Unto the clerk of the Court the court costs of this cause arising since the filing of the last audit; Unto John Palmer Smith and William McK. Gibson the attorneys filing the creditors bill, the fee allowed them by the Court in the matter of said bill; Unto the Auditor his fee; Unto each creditor of Harold M. Hardesty who appears entitled to be paid the amount of his claim in full; Unto Spedden O. Hardesty as sole heir at law of Harold M. Hardesty what is left of said sum of \$509.77, after payment thereout of the above mentioned allowances.

(13) That no claims appear to have been filed with the clerk of the court against Harold M. Hardesty other than those of George D. Smith and E. S. Adkins & Co., and these claimants are named in the Certificate of the Register of Wills above mentioned.

Respectfully submitted,

MADISON BROWN
AUDITOR

OCTOBER 19, 1943

Filed Oct 19, 1943.

CAUSE NUMBER 3330

The proceeds of the sale of the mortgaged real estate of Herbert Z. Beaven, Harold M. Hardesty, et al., IN ACCOUNT WITH Thomas J. Keating, assignee of the mortgage mentioned in this cause and as such, the vendor making the sale mentioned in this cause.

1942	CR	
Sept. 5	By balance of the proceeds of the mortgage sale made by Thomas J. Keating, assignee, on this date remaining in this hands subject to the order of this Court according to audit filed herein May 6, 1943 Paper No. 26, to wit:	\$ 509.77

	DR.	
" "	To Thomas J. Keating, assignee and vendor, aforesaid for the payment of cost of advertising Court's notice to creditors,	\$6.00
	per account for same exhibited	
	Order nisi to be passed as to this audit....	\$3.50
	Total of these costs allowed,	\$9.50
	To same vendor for the payment of the cost of A.S. Gadd, junior, clerk, under the creditors' bill filed in this cause per statement of clerk exhibited, sum of	\$33.95
	To John Palmer Smith and William McK. Gibson for the fee allowed them for legal services rendered by them for legal services rendered by them under said creditors' bill by order of the court, to wit; the sum of	\$50.00
	To Madison Brown, auditor, for his fee for examination of the proceedings under said creditors' bill and stating this audit thereon, the sum of	9.00
	To balance carried below, to wit:	\$102.45
		\$407.32
		509.77 \$509.77

CAUSE NUMBER 3330

By balance brought from preceding page, to wit:\$407.32

DR.

DISTRIBUTION AMONG CREDITORS OF HAROLD M. HARDESTY:

To George D. Smith
in full payment of the amount due him under note of \$122.00
filed by him as a claim against said Harold M. Hardesty,
per statement on said claim, to wit: the sum of

128.74

To E. S. Adkins and Company
 in full payment of their claim of \$53.60
 filed against Harold M. Hardesty, in this cause,
 the sum of\$53.60

To Doctor W. H. Fisher
 in full payment of his claim of \$25.00 against
 said Harold M. Hardesty, to wit: the sum of 25.00

Total amount of claims allowed,\$207.34

To balance carried below,\$199.98
 407,32 \$407.32

CR.

By balance brought down,\$199.98

DR.

To Spedden O. Hardesty, heir at law of Harold M. Hardesty
 \$199.98

\$199.98 \$ 199.98

October 18, 1943.

MADISON BROWN
Auditor.

Filed Oct 19, 1943.

.....
 NISI RATIFICATION OF AUDIT
 Filed October 19, 1943.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Assignee,
 vs
 Herbert Z. Beaven, et al.

IN THE CIRCUIT COURT FOR
 QUEEN ANNE'S COUNTY,
 INEQUITY.
 Cause No. 3330

ORDERED, This 19th day of October in the year nineteen hundred and forty three, 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 November, 1943, provided a copy of this order be published once a week in each of two successive weeks before the 5th day of November, 1943, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk

Filed October 19, 1943.

.....
 CERTIFICATE PUBLICATION NISI AUDIT
 Filed Nov 13th 1943.

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Assignee
 vs
 Herbert Z. Beaven, et al.

In the Circuit Court for
 Queen Anne's County in Equity.
 Cause No. 3330

ORDERED, This 19th day of October in the year nineteen hundred and forty three, that the Report and Account filed in these proceeding by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of November, 1943; provided a copy of this order be published once a week in each of two successive weeks before the 5th day of November, 1943, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR Clerk

Filed October 19, 1943.

True Copy
Test:

A. SYDNEY GADD JR. Clerk

QUEEN ANNE'S RECORD OBSERVER
Centreville, Md. November 13th, 1943.

THE QUEEN ANNES RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the AUDIT NISI in the case of THOMAS J. KEATING, ASSIGNEE vs. HERBERT Z. BEAVEN, ET AL., a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for two successive weeks before the 5th day of November, 1943, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD - OBSERVER was on the 21st day of October, 1943, and the last insertion on the 28th day of October, 1943.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY
By J. H. PRICE

Filed Nov 13th 1943.

ORDER OF COURT
Filed Nov 13th 1943.

THOMAS J. KEATING,
ASSIGNEE OF MORTGAGE,

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

VS
HERBERT Z. BEAVEN, AND
MARY E. BEAVEN,
MORTGAGORS.

Chy. No. 3330

ORDER OF COURT.

ORDERED, on this 13th day of November, 1943, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing Report and Account of Madison Brown, as the Auditor of this Court, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that due notice has been given in accordance with the Audit Nisi heretofore passed in this Cause in relation to said Report and Account, and Thomas J. Keating, the party making the sale described in this Cause, be and he is hereby authorized and directed to apply the proceeds of sale in accordance with the account, and to apply the balance of proceeds in his hands according to this Account together with interest as the same has been or may hereafter be received but it appearing that the bond premium for the additional bond was not allowed by the Auditor in the sum of \$12.00 the said Thomas J. Keating, the party making the sale in this Cause, be and he is hereby directed to pay the same and deduct the amount thereof from the amount distributed to Spedden O. Hardesty.

WM. R. HORNEY
Judge.

Filed Nov. 13th 1943.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirtieth day of May in the year nineteen hundred and thirty six, the following Docket Suit was brought to be recorded, to wit:-

T. HERMAN PALMER
Mortgagee,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

vs

IN EQUITY.

HETTIE V. FISHER,
FRANK C. FISHER,
Her husband,
Mortgagors.

Mr. William H. Carter, Clerk of the Circuit Court for Queen Anne's County.

Sir:

You will docket suit as per the above titling and file certified copy of mortgage from Hettie V. Fisher and Frank C. Fisher, her husband, to T. Herman Palmer, said mortgage being dated February 26th, 1930, and recorded in Liber B.H.T. # 10, folio 546, etc, a land record book for Queen Anne's County.

JOHN PALMER SMITH
Solicitor for T. Herman Palmer,
Mortgagee.

May 13th, 1936.

.....
CERTIFIED COPY OF MORTGAGE
Filed May 13th 1936.

#14,145 Queen Anne's County, to wit: Be it remembered that on the 10th day of March, in the year nineteen hundred and thirty the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this 26th day of February, in the year nineteen hundred and thirty, by Hettie V. Fisher, and Frank C. Fisher, her husband, of Elizabethtown, Pennsylvania.

Whereas, said Hettie F. Fisher is indebted unto T. Herman Palmer in the full and just sum of two thousand dollars, (\$2,000.00) for money this day loaned and advanced by said Palmer unto the said Hettie V. Fisher, which said amount of two thousand dollars (\$2,000.00) is to be repaid at the expiration of three years from this date and interest thereon in the mean time is to be paid semi annually at the rate of 6% per annum, and there was an express condition precedent to said loan that it was to be secured and the prompt payment thereof as sured by the execution of these presents.

Now, therefore, This Mortgage Witnesseth: That for and in consideration of the premises and the aforesaid sum of two thousand dollars (\$2,000.00) the said Hattie V. Fisher and Frank C. Fisher, her husband, do hereby grant and convey unto the said T. Herman Palmer of Queen Anne's County, State of Maryland, his heirs and assigns, all those seven lots, pieces, or parcel of land situate, lying and being on Kent Island, in the fourth Election District of Queen Anne's County, State of Maryland, at or near Love Point, which are designated on the plat of the land of the Love Point Beach and Park Company, incorporate, as made by Morse and Cockey, consulting Engineers, on July 5th 1911, and recorded among the land records of Queen Anne's County aforesaid in Liber W.F.W. No. 5, folios 480, etc., a Land Record Book for Queen Anne's County, by the following numbers, to wit:

Lots Number Sixty four (64), sixty five (65), sixty two (62) sixty three (63), sixty six (66); seventy seven (77), and seventy eight (78), Lots No. 63, 64, 65, and 66 being on Queen Anne's Avenue, Lot No. 62 being on Queen Anna's Avenue and Lake Road, and lots No. 77 and 78 being on Laker Road lot No. 62 having a width of \$ 57.86 feet, lot No. 66 having a width of 53.39 feet diagonally on the rear, and the other five said Lots No. 63, 64, 65, 77 and 78 each havin g a width of 50 feet, all of said lots, pieces or parcels of land being the same lots, pieces and parcels of land which were conveyed unto the said Hattie V. Fisher by Henrietta R. Craddock and Lella D. M. Elderry, by deed dated the thirty first day of December, nineteen Hundred and twenty four, and recorded in Liber B.H.T. No. 3, folio 38, a Land record book for Queen Anne's County, to which said deed and the reference therein made special reference is hereby made for a more full and particular description of said lots, pieces or parcels of land.

Together with the buildings and improvement 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.

Provided, that if the said Hattie V. Fisher, her heirs, executors administrators or assigns, shall well and truly pay to the said T. Herman Palmer, his executors, administrators or assigns, the aforesaid sum of Two Thousand dollars (\$2000.00) together with the interest thereon as above set forth, and shall perform all the covenants, conditions and agreements herein on her and their part to be performed, then this mortgage shall be void. And until default be made in any of the covenants of this mortgage, the said Hattie V. Fisher, her heirs and assigns, shall possess said property.

And the said Hattie V. Fisher, for herself, her heirs, executors, administrators and assigns, hereby covenants to and with the mortgagee, his 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 T. Herman Palmer, 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, T. Herman Palmer, his executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgage 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 T. Herman Palmer, his executors, administrators or assigns, or H.B.W. Mitchell, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper 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 the same shall have then matured, or not, and third, the balance to Hattie V. Fisher or the person or persons, then entitled to the same.

And it is hereby agreed that when default be made in any covenants or conditions contained in this mortgage and when suit has been docketed in the proper Court Court for the purpose of the foreclosure of this Mortgage under the power of sale above granted the said T. Herman Palmer his executors, administrators or assigns, or H.B.W. Mitchell their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Hattie V. Fisher, for herself, her heirs, executors, administrators and assigns hereby covenants to pay.

Witness our hands and seals.

Witness:

HENRY L. GEISE .

HETTIE V. FISHER (SEAL)

FRANK C. FISHER (SEAL)

STATE OF PENNSYLVANIA,

LANCASTER COUNTY, TO WIT:

I hereby certify that on this 26th day of February in the year nineteen hundred and thirty, Before me the subscriber, a Notary Public of the State of Pennsylvania, in and for Lancaster County, personally appeared Hattie V. Fisher and Frank C. Fisher, her husband, and did each acknowledge the within and foregoing mortgage to be their respective act and deed.

In Testimony Whereof I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Notary
Public
Seal.

HARRY L. GISE
Notary Public
My Commission Expires Feb 19, 1933.

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

I hereby Certify that on this tenth day of March 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, personally appeared H.B.W. Mitchell, the agent of T. Herman Palmer, Mortgagee, and made oath that the consideration stated in the within and foregoing mortgage was true and bona fided as therein set forth, and at the same time also made oath that he was the agent of the mortgagee and duly authorized to make this affidavit.

In Testimony Whereof I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Notary
Public
Seal.

VERNA MEARS
Notary Public

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. 10, folio 548 &c., a Land Record Book for Queen Anne's County, this 13th day of May, in the year nineteen hundred and thirty six.

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 May in the year 1936.

WM. H. CARTER Clerk

.....
CERTIFIED COPY OF BOND
Filed June 2nd, 1936.

KNOW ALL MEN BY THESE PRESENTS, That we, T. Herman Palmer, of Queen Anne's County, Maryland, as principal, and Edna C. Palmer of Queen Anne's County, Maryland, and J. Sudler Cockey, of Queen Anne's County, Maryland, as sureties, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Dollars (\$5,000.00), 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 and assigns, jointly and severally firmly by these presents; sealed with our seals and dated this second day of June, in the year nineteen hundred and thirty-six.

WHEREAS, the above bounden, T. Herman Palmer, by virtue of the power of sale contained in a mortgage from Hettie V. Fisher and Frank C. Fisher, her husband, to T. Herman Palmer, dated February 26th, 1930, and recorded in Liber B.H.T. # 10, folio 546, etc., a land record book for Queen Anne's County aforesaid, 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 contained therein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden, T. Herman Palmer, 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 :-

NELLIE G. MEREDITH
NELLIE G. MEREDITH
NELLIE G. MEREDITH

T. HERMAN PALMER, (SEAL)
EDNA C. PALMER , (SEAL)
J. SUDLER COCKEY, (SEAL)

On the back of the foregoing Bond was thus endorsed, to wit:
Security approved and Bond filed June 2nd 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 1, a Bond Record Book for Queen Anne's County.

In Testimony Whereof , I hereunto subscribed my name and affix the Seal of the Circuit Court for Queen Anne's County, this 2nd day of June 1936.

Seals
Place

WM. H. CARTER, Clerk

.....
REPORT OF SALE
Filed June 9th 1936.

T. HERMAN PALMER, :
Mortgagee, :
vs. :
HETTIE V. FISHER, :
FRANK C. FISHER, :
Her husband :
Mortgagors. :

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, IN EQUITY.
CHANCERY CAUSE NO. 3079.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of T. Herman Palmer, Mortgagee and Vendor, hereinafter described, to your Honors respectfully sets forth:-

Default having occurred in the terms of the mortgage from Hettie

V. Fisher and Frank C. Fisher, her husband, to T. Herman Palmer, said mortgage being dated February 26th, 1930, and recorded in Liber B.H.T. No. 10, folio 546, &c., a land record book for Queen Anne's County, Maryland, the said Mortgagee by virtue of the power of sale contained in the above described mortgage, after giving bond with security approved by the Clerk of this Court for the faithful performance and discharge of the trust reposed in him under said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in The Queen Anne's Record, a newspaper printed and published in Queen Anne's County, Maryland, for more than twenty (20) days before the day of sale, to wit, for four successive weeks, beginning on the 14th day of May, 1936, and ending on June 4th, 1936, as per Certificate filed herewith, and as provided in said mortgage, did, as Mortgagee in said mortgage, pursuant to said notice and advertisement, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, June 9th, 1936, beginning at the hour of 1.30 P. M., and did there and then proceed to make sale of the real estate mentioned and described and conveyed in the aforesaid mortgage, and that the procedure at said sale was as follows:

In the first place the mortgagee's solicitor was directed to read the advertisement of sale, and announce that the State and County taxes to January 1st, 1936, would be paid by the vendor and that the taxes for the year 1936 were to be paid by the purchaser, that the fire insurance premiums would be adjusted as of the day of sale, that possession would be given immediately upon compliance with the terms of sale and that all title papers would be at the expense of the purchaser, and then the mortgagee's solicitor directed the Auctioneer to proceed to sell the property by first offering the separate lots, and the Auctioneer then offered Lot No. 62, and sold the same for \$50.00 to T. Herman Palmer; Lot No. 63 was next offered and the same was sold to T. Herman Palmer for \$50.00; Lot No. 64 was next offered and sold to T. Herman Palmer for \$50.00; Lot No. 65, containing the residence building was next offered and was sold to T. Herman Palmer for \$1,000.00; Lot 66 was next offered and sold to T. Herman Palmer for \$50.00; Lot No. 77 was next offered and sold to T. Herman Palmer for \$50.00; and lastly Lot No. 78 was offered and sold to T. Herman Palmer for \$50.00, the said T. Herman Palmer being there and then the highest bidder for each of the seven respective lots so offered; the Auctioneer was then directed to offer all of said seven lots in the aggregate, and sold the same to T. Herman Palmer of Chester, Queen Anne's County, Maryland, who was then and there the highest bidder therefor at and for the sum of Thirteen Hundred Dollars (\$1,300.00).

The terms of sale have been complied with by the purchaser.

Certificate of Queen Anne's Record.
Certificate of J. Elmer Anthony.
Copy of notice read at the time of sale as to taxes, insurance, possession, title papers, stamps and fees, and the method of offering the property.

T. HERMAN PALMER
Mortgagee and Vendor.

JOHN PALMER SMITH
Solicitor for Mortgagee
Vendor.

Filed June 9th 1936.

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

I HEREBY CERTIFY, that on this 9th day of June, 1936, before the Subscriber, The Clerk of the Circuit Court for Queen Anne's County, personally appeared T. Herman Palmer, Mortgagee and Vendor, the party making the above mentioned and enclosed Report of Sales, and made oath in due form of law that the matters and things stated in the foregoing Report of Sales to be true and correct as therein stated to the best of his knowledge and belief, and that the sales were fairly made.

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

Filed June 9th 1936.

Centreville, Maryland
June 9th 1936.

I HEREBY CERTIFY, that I did offer for public sale on June 9th, 1936, in front of the Court House door, in the Town of Centreville, Queen Anne's County, Maryland, beginning at the hour of 1.30 P. M., the property described in the attached advertisement of sale, described as:

All those seven lots, pieces or parcels of land situate lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, at or near Love Point, which are designated on the plat of the land of the Love Point Beach and Park Company, Inc., as made and recorded among the land records of Queen Anne's County, in Liber W.F.W. # 5, folio 480, etc., by the following numbers:-

Lots No. 62, 63, 64, 65, 66, 77 and 78,
and

I was directed by the Solicitor for the Mortgagee-Vendor to offer the said seven lots separately, and then in the aggregate, and I therefore proceeded to offer:

Lot No. 62,, frontage 57.86 ft. depth 134 feet, located on Queen Anne's Avenue, and Lake Road, and sold the same to T. Herman Palmer for \$50.00, he being there and then the highest bidder therefor.

Lot No. 63, frontage 50 feet, depth 134 feet, located on Queen Anne's Avenue, and sold the same to T. Herman Palmer, for \$50.00, he being then and there the highest bidder therefor.

Lot No. 64, frontage 50 feet, depth 134 feet, located on Queen Anne's Avenue, and sold the same to T. Herman Palmer, for \$50.00, he being then and there the highest bidder therefor.

Lot No. 65, fraontage 50 feet, depth 134 feet, located on Queen Anne's Avenue, and the lot upon which the residential buildings are erected, and sold the same to T. Herman Palmer for \$1,000.00, he being there and then the highest bidder therefor.

Lot No. 66, frontage 53.29 feet, depth 115 feet, located on Queen Anne's Avenue, and sold the same to T. Herman Palmer, for \$50.00, he being then and there the highest bidder therefor.

Lot No. 77, frontage 50 feet, depth 187 feet, located on Lake Road, and sold the same to T. Herman Palmer, he being there and then the highest bidder therefor for \$50.00.

Lot No. 78, frontage 50 feet, depth 173 feet, located on Lake Road, and sold the same to T. Herman Palmer, he being there and then the highest bidder therefor for \$50.00.

The aggregate of the several sales totaled the sum of \$1,300.00.

I then proceeded to offer the aggregate of the seven lots and the residential buildings, and sold the same unto T. Herman Palmer, at and for the sum of \$1,300.00, he being there and then the highest bidder therefor.

J. ELMER ANTHONY
Auctioneer.

Filed June 9th 1936.

.....
CERTIFICATE OF ADVERTISEMENT OF
MORTGAGE SALE

MORTGAGEE'S SALE
of valuable residential property
and
Lots at Love Point

Under and by virtue of the power of sale contained in the mortgage from Hettie V. Fisher and Frank C. Fisher, her husband, to T. Herman Palmer, dated February 26th, 1930, and recorded in Liber B.H.T. No. 10, folio 546, etc., a land record book for Queen Anne's County, Md., default having occurred in the terms and conditions of said mortgage, the undersigned will sell by public auction in front of the Court House Door, in Centreville, Queen Anne's County, Maryland, on TUESDAY, JUNE 9th, 1936 beginning at the hour of 1:30 P.M., the following property, to wit:

All those seven lots, pieces or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, at or near Love Point, which are designated on the plat of the land of the Love Point Beach and Park Company, Incorporated, as made and recorded among the land records of Queen Anne's County aforesaid, in Liber W.F.W. No. 5, folio 480, etc., by the following numbers, to wit: Lots Number sixty-four (64), sixty-five (65), sixty-two (62), sixty-three (63), sixty-six (66), seventy-seven (77), and seventy-eight (78); Lots No. 63, 64, 65 and 66 being on Queen Anne's Avenue, Lot No. 62, being on Queen Anne's Avenue on Queen Road, and Lots 77 and 78 being on Lake Road, Lot 62 having a width of 57.68 feet, Lot No. 66 having a width of 53.29 feet diagonally on the rear, and the other five said lots No. 63, 64, 65, 77 and 78 each having a width of 50 feet, all of said lots pieces or parcels of land being the same lots, pieces and parcels of land which were conveyed unto the said Hettie V. Fisher by Henrietta R. Craddock and Leila DeM McElderry by deed dated December 31st. 1924, and recorded in Liber B.H.T. No. 3, folio 38, a land record book aforesaid.

The dwelling upon a portion of these lots is a fine modern residence, fine lawn and surroundings, close to Chesapeake Bay, and fishing, boating, swimming within a minute's reach, a fine home for year-round or seasonal. The land is high and a beautiful view is afforded.

Other announcements day of sale.

TERMS OF SALE: One-half of purchase money in cash day of sale. Balance in 60 days from day of sale, deferred payments to be secured by note or notes with interest and approved security; or all cash, at option of purchasers. Title papers at expense of purchasers.

T. HERMAN PALMER
Mortgagee.

JOHN PALMER SMITH,
Solicitor for Mortgagee.
J. Elmer Anthony, Auct.

State and County Taxes to January 1st, 1936, to be paid by Vendor.

State and County Taxes for the year 1936, to be paid by the purchaser.

Fire Insurance premiums to be adjusted as of day of sale.

Possession immediately upon compliance with terms of sale.

That the property would be offered in lots, beginning at Lot 62 then Lot 63, 64 and 65, having the residence upon it, then Lot 66, Lot 77 and lastly Lot 78; then all the lots and the dwelling offered in the aggregate.

All title papers, stamps and fees at the exepense of purchaser.

Filed June 9th 1936.

THE QUEEN ANNE'S RECORD Centreville, Maryland.

June 9, 1936.

The Queen Anne's Publishing Co., Inc., hereby certifies, that the Mortgagee's Sale in the case of Hettie V. Fisher and Frank C. Fisher, her husband, to T. Herman Balmer, 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 14th day of May 1936, being more than 20 days before the 9th day of June 1936.

The Queen Anne's Publishing Co., Inc.

By MARY M. PARKS

Filed June 9th 1936.

.....
N I S I
Filed June 9th 1936.

N I S I

T. Herman Palmer, Mortgagee : In the Circuit Court for
vs : Queen Anne's County, in Equity.
Hattie V. Fisher : Chancery No. 3079.
Frank C. Fisher, her husband. :

ORDERED, This 9th day of June A.D., 1936, that the sale of the real estate made and reported in this cause by T. Herman Palmer, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of July next.

The Report states the amount of sale to be \$1,300.00/

WILLIAM H. CARTER Clerk.

Filed June 9th 1936.

.....
N I S I
Filed June 11th 1936

N I S I

T. Herman Palmer , Mortgagee : In the Circuit Court for
vs : Queen Anne's County
Hattie V. Fisher : In Equity.
Frank C. Fisher : Chancery No. 3079

ORDERED, This 11th day of June, A.D, 1936, that the sale of the real estate made and reported in this cause by T. Herman Palmer, Mortgagee, 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 sale to be \$13 00.00

WILLIAM H. CARTER Clerk

Filed June 11th, 1936/

STATEMENT OF MORTGAGE DEBT
 Filed June 15th 1936.

T. HERMAN PALMER,
 Mortgagee,

vs

HETTIE V. FISHER,
 FRANK C. FISHER,
 Her husband,
 Mortgagors.

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

Chancery Cause No. 3079

STATEMENT OF MORTGAGE DEBT.

Principal Mortgage Debt\$ 2,000.00
 Interest due to June 9th, 1936, day of sale\$ 389.08
 (From March 11, 1933, to June 9th, 1936, or
 3 years, 2 months and 11 days.)
 Unpaid State & County Taxes due upon property sold \$ 26.25
 Mortgagedebt, interest and unpaid taxes 2,415.33
 To commissions to John Palmer Smith, Attorney at law,
 in whose hands said mortgage had been placed for
 collection prior to day of sale. 120.77
 2,536.09

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

I hereby Certify, that on this 15th day of June, 1936, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared T. Herman Palmer, Mortgagee in the above entitled Cause, and made oath in due form of law that the matters and things stated in the foregoing Statement of Mortgage Debt are true and just as therein stated to the best of his knowledge and belief.

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

Filed June 15th 1936.

CERTIFICATE OF PUBLICATION OF ORDER NISI
 Filed Sept. 19th 1936.

LEGAL NOTICES

N I S I

T. Herman Palmer, Mortgagee : In the Circuit Court for
 vs. : Queen Anne's County,
 Hattie V. Fisher : in Equity.
 Frank Fisher :
 : Chancery No. 3079.

ORDERED, This 11 th day of June, A.D., 1936, that the sale of the real estate made and reported in this cause by T. Herman Palmer, Mortgagee, 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 \$1,300.00.

WILLIAM H. CARTER Clerk

True Copy
 Test:

WILLIAM H. CARTER Clerk

Filed June 11th, 1936.

THE QUEEN ANNE'S RECORD

Centreville, Maryland

Sept. 19, 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC., hereby certifies, that the Order Nisi in the case of T. Herman Palmer, Mortgagee, vs. Hattie V. Fisher, Frank C. Fisher 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 18th day of June 1936, being more than 4 successive weeks before the 18th day of July 1936.

THE QUEEN ANNE'S PUBLISHING CO., INC.

By WM. E. GROSE

.....
CERTIFICATE OF CLERK OF THE COURT
THAT NO EXCEPTIONS HAVE BEEN FILED TO
THE SALE.
Filed Sept. 19th 1936.

T. Herman Palmer, : IN THE CIRCUIT COURT FOR
Mortgagee, :
vs. : QUEEN ANNE'S COUNTY, IN EQUITY.
Hettie V. Fisher, :
Frank C. Fisher, : CHANCERY CAUSE No. 3079.
Mortgagors, :

THIS IS TO CERTIFY, that no exceptions have been filed since
the sale of the property sold in the above entitled Cause.

WM. H. CARTER
Clerk of the Circuit Court for
Queen Anne's County, Md.

Filed Sept. 19th 1936.

.....
ORDER OF COURT
Filed Jan. 15th 1937.

O R D E R O F C O U R T

ORDERED, This 14th day of January, 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 made and reported in the above mentioned
proceedings by T. Herman Palmer, Mortgagee, filed in said proceedings, 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 provided by
the previous Order Nisi passed in said Cause and duly published. The said Mortgagee
is allowed the commissions upon the sale and all costs and expenses provided for in
said mortgage upon the production of vouchers therefor.

AND IT IS FURTHER ORDERED, that John Palmer Smith be, and he is
hereby appointed Trustee without the necessity of giving bond to convey the property
sold in the above entitled Cause unto T. Herman Palmer, the purchaser, of said
property, as the said T. Herman Palmer is also the Vendor making the sale in this
Cause.

THOS. J. KEATING

Filed Jan 15th 1937.

C A U S E N U M B E R 3400

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 this Eighteenth day of July in the year nineteen hundred and forty four the following BILL OF COMPLAINT Was brought to be recorded, to wit:

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

Ella Mae Dodd,plaintiff, : Chancery Docket,
versus : Cause NO. 3400
Howard N. Reamer, :
Laura Alexander Reamer, his wife, :
The Queenstown Bank of Maryland, :
body corporate, Mortgagee, :
Harry E. Darby, judgment creditor, :
T. Edmund Dewing, judgment creditor, :
John Charles Dodd, defendant. :

To the Honorable, the Judges of said Court:-

Your oratrix complaining, says:

(1) That one Sadie Reamer, late of Queen Anne's County, aforesaid, was on May 10, 1935 seised and possessed in fee simple of the following described real estate, to wit:

ALL that lot of land improved by a frame dwelling house situate lying and being in the Fifth Election District of Queen Anne's County aforesaid on the right side of the public road leading from Queenstown to Wye Mills, bounded upon one side of the Old Mill Property of Friel Lumber Company and bounded upon the other side of the property of Harry F. Roberts. This property is known as and is called "The Sadie Reamer Property.

(2) That on or about the 10th day of May, 1935, the said Sadie Reamer being so seised and possessed of said property by a mortgage bearing that date did grant said property unto the Queenstown Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, to secure unto said Bank the payment of Five Hundred Dollars, money loaned to her by said Bank, and certain interest thereon. This mortgage was duly recorded in Liber W.H.C. No. 1-A, a land record book of said county, at folio 296 and a certified copy of the same marked "plaintiff's Exhibit No. 1" is filed with this Bill of Complaint as part of the same. This mortgage will hereinafter be referred to as "Mortgage No. 1".

(3) That on or about the 17th day of October, 1938, the said Sadie Reamer, being still seised and possessed of said property by a mortgage bearing that date did grant said property unto the Queenstown Bank of Maryland, the said body corporate to secure unto said bank the payment of Three Hundred Dollars, money loaned unto her by said bank and certain interest thereon. This mortgage was duly recorded in Liber W.H.C. No. 7-A, a land record book of said county, at folio 253 and a certified copy of the same marked "Plaintiff's Exhibit No. 2" is filed with this Bill as part of the same. This mortgage will hereinafter be referred to as "Mortgage No. 2".

(4) That on or about the 19th day of October, 1938, the said Sadie Reamer being then still seised and possessed of said property, by a deed bearing that date did grant and convey said property unto three person as tenants in common in equal parts and in fee simple, to wit: unto your Oratrix, by the name of Mary R. Dodd, unto one J. Otis Reamer and unto one Howard N. Reamer, the above named defendant.

This Deed was duly recorded in Liber W.H.C. No. 7-A, a land record book of said county at folio 264 and a certified copy of the same marked "Plaintiff's Exhibit No. 3" is filed with this Bill as part of the same.

(5) That at the time of the execution and delivery of the deed mentioned above neither Mortgage NO. 1 nor Mortgage No. 2 above mentioned had been paid and as will appear by reference to said Deed (Exhibit NO. 3) the land thereby conveyed was conveyed unto the Grantees named in said deed subject to the liens of said mortgages.

(6) That according to the terms of said deed the property described therein passed thereunder to the grantees named in said deed subject to said mortgages and the amount then due thereunder in the following manner, to wit:

Unto Your oratrix to the extent of one undivided third part thereof;
Unto the said J. Otis Reamer, to the extent of one undivided third part thereof; and
Unto the said Howard N. Reamer to the extent of one undivided third part thereof.

(7) That while payments have been made to said bank on account of both mortgages your oratrix does not known how much money has been so paid nor does she know the amount of money due by either mortgage at this date but she is advised and believes that neither of said mortgages have been paid in full to the date of the filing of this Bill.

(8) That on July 11th, 1940, Harry E. Darby, named herein as a defendant recovered in the Circuit Court for Queen Anne's County against your oratrix, the said J. Otis Reamer, and said Howard N. Reamer, a judgment for the sum of \$289.17 by way of debt

for the sum of 28.91 by way of commissions
for the sum of 7.75 by way of costs.

Note: This judgment was recovered at May Term, 1940, of said court and is judgment No. 23 on the May Term, 1940 Appearance Docket. A certified copy of said judgment marked "Plaintiff's Exhibit No. 4" is filed with this Bill as part of the same and the amounts due by this judgment now remain unpaid.

(9) That when said judgment was recovered as aforesaid the same became a lien (subject to the liens of said mortgages) on the said undivided interest of your oratrix, on the said undivided interest of said J. Otis Reamer and on the said undivided interest of said Howard N. Reamer set forth above in Paragraph 6 of this Bill in the property hereinbefore mentioned and described.

(10) That on the ninth day of December, 1940 T. Edmund Dewing, named herein as a defendant, recovered in the Circuit Court for Queen Anne's County, a judgment against the said J. Otis Reamer for the sum of \$106.10 by way of debt for the sum of \$5.30 by way of commissions for the sum of \$7.45 by way of costs.

Note: This judgment was recovered at the November Term, 1940, of said Court and is Judgment No. 16 on the November Term, 1940 Appearance Docket. A certified copy of said judgment marked "Plaintiff's Exhibit No. 5" is filed with this bill as part of the same and the amounts due by this judgment now remain unpaid.

(11) That the said J. Otis Reamer died sometime in the summer, 1943, a resident of Queen Anne's County aforesaid and intestate, leaving no wife, no descendants, no father, no mother to survive him and leaving surviving him as his only heirs at law, your oratrix, related to him as a sister and the defendant, Howard N. Reamer, related to him as his brother.

(12) That the said J. Otis Reamer dying as aforesaid left no personal estate so far as it is known but at the time of his death he was seized and possessed of that one undivided third part of said Sadie Reamer Property described in Paragraph 6 of this Bill and this one undivided third part of said land descended on his death subject to the liens of both mortgages mentioned above and subject to the liens of both judgments mentioned above, unto your oratrix to the extent of one-half part thereof and unto the said Howard N. Reamer to the extent of one-half part thereof.

(13) That your oratrix is now seized and possessed in her own right subject to the two mortgages above described to the extent they now remain unpaid and subject to the judgment described in Exhibit NO. 4 hereinabove mentioned to one undivided third part of said Sadie Reamer Property.

(14) That the said Howard N. Reamer is now seized and possessed in his own right subject to the two mortgages above described to the extent they now remain unpaid and subject to the judgment described in Exhibit No. 4 hereinabove mentioned to one undivided third part of said Sadie Reamer Property.

(15) That your oratrix is now seized and possessed in her right as heir-at-law of said J. Otis Reamer to one undivided sixth part of said Sadie Reamer Property, subject to the two mortgages mentioned above to the extent the same now remain unpaid and subject to the two judgments mentioned above.

(16) That the said Howard N. Reamer is now seized and possessed in his right as heir-at-law of said J. Otis Reamer to one undivided sixth part of said Sadie Reamer Property subject to the two mortgages mentioned above to the extent the same now remain unpaid and subject to the two judgments mentioned above.

(17) That the said lot of land herein called and described as the Sadie Reamer Property cannot be divided between your oratrix and the defendant, Howard N. Reamer, the parties now interested therein and now owning the same as in this Bill of Complaint set forth according to their respective interest therein without loss or injury to them.

(18) That your oratrix is advised that she is entitled to have said Sadie Reamer Property 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 interest therein.

(19) That your oratrix is advised that she is entitled to have said land sold under said decree free and clear of the two mortgages above described and free and clear of the two judgments above described, the rights of the holders of said mortgages and judgments to be protected by this court in the distribution of the sale to be so made.

(2) That your oratrix has a husband by the name of John Charles Dodd who is a resident of Queen Anne's County and who is made a party of this Bill of Complaint in order that the land herein described may be sold free and clear of his rights therein as her husband.

(21) That the defendant, Howard N. Reamer, has a wife by the name of Laura Alexander Reamer, who is made a party of this Bill of Complaint in order that the land herein described may be sold free and clear of her rights therein as his wife.

(22) That the defendant, the Queenstown Bank of Maryland, body corporate, has its principal place of business in Queenstown in Queen Anne's County.

(23) That the defendant, Harry E. Darby resides in Baltimore City, State of Maryland but can be found in Queen Anne's County.

(24) That the defendant, T. Edmund Dewing is a resident of the town of Centreville in Queen Anne's County aforesaid.

(25) That the defendant, Howard N. Reamer and Laura Alexander Reamer, his wife, are non-residents of the State of Maryland and reside at 501 Mary Street, in the City of Wilmington in the State of Delaware.

TO THE END THEREFORE:

(1) That the said Howard N. Reamer, Laura Alexander Reamer, his wife, The Queenstown Bank of Maryland, a body corporate, Howard E. Darby, T. Edmund Dewing and John Charles Dodd, may answer the premises;

(2) That a decree may be passed for the sale of the land hereinbefore mentioned and described and for the division of the money arising from such sale among the parties entitled thereto according to their respective rights as above set forth;

(3) That said land may be sold free and clear of the mortgages resting thereon as above set forth and of the judgments resting against the same as above set forth and of the liens of said incumbrances;

(4) That the rights of the lienors holding said mortgages and said judgments hereinbefore named may be protected in the distribution of the proceeds of the sale of said land; and

(5) That your oratrix may have such other and further relief as her case may require.

May it please Your Honors

(1) to grant unto your oratrix the order of publication giving notice to the said Howard N. Reamer and to the said Laura Alexander Reamer, his wife, both of the State of Delaware, who are non-residents of the State of Maryland, of the object and substance of this Bill and warning them to be and appear in this court in person or by solicitor on or before a certain day to be named therein, to show cause, if any, they have why a decree ought not be pass as prayed; and

(2) to grant unto your oratrix the writ of subjoena directed to the said The Queenstown Bank of Maryland, body corporate, Harry E. Darby, T. Edmund Dewing and John Charles Dodd, all of whom reside or can be found in Queen Anne's County aforesaid, commanding them to be and appear in this court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, your oratrix, etc.,

J. HARRY CROSS

MADISON BROWN
Solicitors for the Plaintiff.

Filed July 18th 1944,

PLAINTIFF'S EXHIBIT NO. 1
Filed July 18th 1944.

#17,108 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Tenth 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 tenth day of May, in the year nineteen hundred and thirty five, by Sadie A. Reamer, of Queen Anne's County, State of Maryland, widow.

WHEREAS, said Sadie A. Reamer is indebted unto The Queenstown Bank of Maryland, a body corporate, in the full and just sum of five hundred dollars for money this day loaned and advanced by said body corporate unto the said Sadie A. Reamer, which said sum is to be repaid at the expiration of twelve months from this date and interest thereon in the meantime is to be semi-annually at the rate of six per centum per annum and there was an express condition precedent to said loan that it was to be secured and the prompt payment thereof assured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of said sum of five hundred dollars, the said Sadie A. Reamer does hereby grant and convey unto the said The Queenstown Bank of Maryland, a body corporate, its successors and assigns, in fee simple,

ALL THAT lot, tract, partof a tract and parcel of land, improved by frame dwelling house, situate, lying and being in the town of Queenstown, in the Fifth Election District of said county, on the right hand side of the public road leading from said town toward Wye Mills, adjoining the property formerly used as a mill on one side and the property of Henry F. Roberts on the other and adjoining property formerly owned by William Boyles, now deceased, in the rear, and more particularly described as follows, that is to say:

BEGINNING for the same at a stone planted upon the outer edge of the sidewalk along the aforesaid public road upon the divisional line between the property hereby conveyed and the property purchased by W. S. Cross from Louis Hergenrath and which stone is also 104 feet from the beginning of the said lot purchased by W. S. Cross from Louis Hergenrath and running thence in a southerly direction along the aforesaid divisional line a distance of 182 feet to the property formerly owned by William Boyles; thence in an easterly direction along the divisional line between said property formerly owned by William Boyles and the property hereby conveyed a distance of 52 feet to the land of Henry F. Roberts; and from thence in a northerly direction with the land of said Henry F. Roberts a distance of 182 feet to the outer edge of the sidewalk along the aforesaid public road, and thence in a westerly direction along said outer edge of said sidewalk a distance of 52 feet

to the aforesaid place of beginning, containing 9,464 square feet of land, more or less, and being the same land that was conveyed unto the said Sadie A. Reamer by Jennie E. Gardner by deed dated the 3rd day of October, 1928, and recorded in Liber B.H.T. No. 8, a land record book for Queen Anne's County, folios 442, & 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 land and premises unto and to the proper use and benefit of the said The Queenstown Bank of Maryland, a body corporate, its successors and assigns forever.

PROVIDED that if the said Sadie A. Reamer, her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid to the said The Queenstown Bank of Maryland, its successors or assigns, the aforesaid sum of five hundred dollars at the expiration of twelve months from this date and shall pay interest thereon in the mean time semi-annually at the rate of six per centum per annum and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void;

AND it is agreed that, until default be made in the premises, the said Sadie A. Reamer, her heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property.

AND the said Sadie A. Reamer for herself, her heirs, executors, administrators and assigns, hereby covenants to pay, as they severally fall due, the mortgage debt and interest intended to be secured hereby, all taxes, and assessments, public dues and charges of every kind, levied or assessed or that may be levied or assessed on said hereby mortgaged property, and all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either.

BUT if default be made in payment of said mortgage debt, or the interest thereon to accrue, or 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 and all moneys owing hereunder or secured hereby shall be deemed due and demandable, and the said The Queenstown Bank of Maryland, its successors and assigns, or H.B.W. Mitchell, its and their Attorney are hereby authorized and empowered, at any time after such default, to sell the property hereby mortgaged, 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 at least twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the person making said sale may deem expedient, which said sale may be at public auction to the highest bidder, and for cash, or for cash and credit, at the option of the person making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale, the premiums on any bond that may be filed among the proceedings by the person making the said sale, and a commission to the person 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; second, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor her personal representatives or assigns, or to whoever may be entitled to the same.

AND it is covenanted and agreed that after default be made in this Mortgage and the foreclosure of this Mortgage under the powers hereby granted shall be begun by the insertion of the advertisement or notice of sale in some newspaper as hereinbefore provided, the said Mortgagee, its successors or assigns, or H.B.W. Mitchell, its and their said Attorney, shall not be required to receive and accept the principal and interest of the said Mortgage indebtedness in satisfaction thereof unless the tender of said Mortgage indebtedness be accompanied by the payment of all expenses incurred for the said advertisement or notice of sale, 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 commission allowed to trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County in Equity, but the said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made by the Mortgagor, her personal representatives or assigns, of the Mortgage indebtedness, principal and interest, and the costs, expenses and commission aforesaid, which said costs, expenses and commission the said Mortgagor, for herself, her heirs, personal representatives and assigns, covenants to pay to the person executing the said power of sale if tender of said Mortgage indebtedness, principal and interest, be made prior to the sale.

AND the said Sadie A. Reamer for herself, her personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least five hundred dollars and to cause the policy to be effected thereon to be so framed or indorsed, 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.

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

WITNESS the hand and seal of the said Mortgagor.

TEST: W. I. TUTTLE

SADIE A. REAMER (SEAL)

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

I HEREBY CERTIFY, that on this 10th day of May, in the year nineteen hundred and thirty five, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Sadie A. Reamer and acknowledged the foregoing mortgage to be her act. And at the same time also personally appeared before me Norman R. Hitchcock, President of The Queenstown Bank of Maryland, a body corporate, the mortgagee, and made oath 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.

WASHINGTON IRVING TUTTLE
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 296, 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 Eight day of July, in the year nineteen hundred and forty four.

Seals Place.

A. SYDNEY GADD JR. Clerk

PLAINTIFF'S EXHIBIT NO. 2
Filed July 18th 1944.

19, 092. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eighteenth day of October, in the year nineteen hundred and thirty eight, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 17th day of October, in the year nineteen hundred and thirty eight, by Sadie A. Reamer, of Queen Anne's County, State of Maryland, but being temporarily in Talbot County, in said State.

WHEREAS, said Sadie A. Reamer is indebted unto THE QUEENSTOWN BANK OF MARYLAND, a body corporate, in the full and just sum of three hundred dollars for money this day loaned and advanced by said body corporate unto said Sadie A. Reamer (and this is in addition to existing indebtedness from said Reamer to said body corporate) which said sum is to be repaid at the expiration of six months from this date, and interest is to be paid on said sum semi-annually at the rate of six per centum per annum, and there was an express condition precedent to said loan that it was to be secured and the prompt payment thereof assured by the execution of these presents.

NOW, THEREFORE THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and said sum of three hundred dollars the said Sadie A. Reamer does hereby grant and convey unto the said THE QUEENSTOWN BANK OF MARYLAND, a body corporate, its successors and assigns,

all that lot, tract, part of a tract and/or parcel of land, improved by frame dwelling house, situate, lying and being in the town of Queenstown, in the Fifth Election District of Queen Anne's County, on the right hand side of the public road leading from Queenstown toward Wye Mills, adjoining the property formerly used as a mill, owned by A. Howard Johnson, on one side and the property of Henry F. Roberts on the other, and adjoining the property formerly owned by William Boyles, now deceased, in the rear, containing 9,464 square feet of land, more or less, and being the same land that was conveyed unto the said Sadie A. Reamer by Jennie E. Gardner by deed dated October 3rd., 1928, and recorded in liber B.H.T. No. 8, a land record book for Queen Anne's County, folios 442, &c., to which said deed and the references therein contained reference is hereby expressly made for a more full and 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.

PROVIDED, That if the said Sadie A. Reamer, her heirs, executors, administrators or assigns, shall well and truly pay to the said THE QUEENSTOWN BANK OF MARYLAND, a body corporate, its successors, or assigns, the aforesaid sum of three hundred dollars at the expiration of six months from this date, together with interest thereon at the rate of six per centum per annum 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 Sadie A. Reamer, her heirs and assigns, shall possess said property.

AND the said Sadie A. Reamer for herself, her 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 THE QUEENSTOWN BANK OF MARYLAND, a body corporate, 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 THE QUEENSTOWN BANK OF MARYLAND, its successors or assigns, or H. B.W. MITCHELL, of Queen Anne's County, State of Maryland, 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, State of 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, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons 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 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 moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to Sadie A. Reamer, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in and 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 THE QUEENSTOWN BANK OF MARYLAND, its successors or assigns, or the said H.B.W. MITCHELL, 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 Sadie A. Reamer, for herself, her heirs, executors, administrators and assigns, hereby covenants to pay.

Witness my hand and seal.

Witness:

W. R. LYONS

SADIE A. REAMER (SEAL)

State of Maryland, Talbot County, to wit:

I hereby certify that on this 17th day of October, in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared Sadie A. Reamer 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.

Notary
Public
Seal.

W. RAYMOND LYONS
NOTARY PUBLIC

My commission expires May 1939.

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 eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Norman R. Hitch, president of The Queenstown Bank of Maryland, a body corporate, and made oath that the consideration stated in the within and foregoing mortgage was true and bonafide as therein set forth.

IN TESTIMONY WHEREOF I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

WASHINGTON IRVING TUTTLE
NOTARY PUBLIC

My commission expires May 1-39.

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. 7-A, folks 253, 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 8th day of July, in the year nineteen hundred and forty four.

Notary
Public
Seal.

A. SYDNEY GADD JR. Clerk

.....
CERTIFIED COPY OF DEED
EXHIBIT NO. 3
Filed July 18th 1944.

19, 099 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-first day of October, in the year nineteen hundred and thirty eight, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 19th day of October, in the year nineteen hundred and thirty eight, by Sadie A. Reamer, of Queen Anne's County, State of Maryland, but being temporarily in Talbot County, in said State.

WITNESSETH: That for and in consideration of five dollars and other good and valuable consideration, the full payment thereof being hereby acknowledged, the said Sadie A. Reamer does hereby grant and convey unto J. Otis Reamer, of Queen Anne's County, State of Maryland, Mary R. Dodd, of Talbot County, in said State, and Howard N. Reamer, of the City of Wilmington, in the State of Delaware, their heirs and assigns, in fee simple, as tenants in common in equal parts.

All that lot, tract, part of a tract and/or parcel of land, improved by frame dwelling house, situate, lying and being in or near the town of Queenstown, in the Fifth Election District of Queen Anne's County aforesaid, on the right hand side of the public road leading from said town toward Wye Mills, adjoining the property formerly used as a mill on one side and the property of Henry F. Roberts on the other, and adjoining the property formerly owned by William Boyles, now deceased, in the rear, containing 9.464 square feet of land, more or less, and being the same land that was conveyed by Jennie E. Gardner unto the said Sadie A. Reamer by deed dated October 3rd., 1928, and recorded in Liber B.H.T. No. 8, a land record book for Queen Anne's County, folio 442, to which said deed and the references therein contained reference is hereby expressly made for a more full and particular description of said land.

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

SUBJECT, however, to two mortgages on said property executed by said Sadie A. Reamer to The Queenstown Bank of Maryland, a body corporate, one to secure \$500.00 dated May 10th., 1935, and recorded in liber W.H.C. 1A, a land record book for Queen Anne's County, folio 296, and the other to secure \$300.00 dated October 17th, 1938, and recorded in Liber W.H.C. No. 7-A a land record book for said county, folio 253.

AND the said Sadie A. Reamer covenants to warrant specially, except as to the aforesaid mortgages, the property hereby conveyed that the she will execute such further assurances of said land as may be requisite.

Witness my hand and seal.

Witness:
W. RAYMOND LYONS

SADIE A. REAMER (SEAL)
her X mark

State of Maryland, Talbot County, to wit:

I hereby certify that on this 19th day of October, 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, personally appeared Sadie A. Reamer and acknowledged the within and foregoing deed to be her act.

IN TESTIMONY WHEREOF I hereunto subscribe my name and notarial seal affix the day and year herein last above written.

Notary
Public
Seal.

W. RAYMOND LYONS
NOTARY PUBLIC
My commission expires May 1939.

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

I hereby certify that the foregoing is truly taken and copied from W.H.C. No. 7A folio 264, 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 on this 8th day of July in theyear nineteen hundred and forty four.

Notary-Public
Seals Place

A. SYDNEY GADD JR.
Clerk of Court.

.....
EXHIBIT NO. 4
Filed July 18th 1944.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND
MAY TERM , 1940

B.H.T. Jr. Harry E. Darby

23

Apprs. \$5.00
Clerk 2.75
7.75 Paid 4/18/41
J. Otis Reamer
E. Mae Dodd
Howard N. Reamer

) At 9.45 o'ck. A.M.
) Filed July 11th, 1940, Order to
) docket suit, Narr and Note with
) power to enter judgment by confess-
) ion & c.
) Statement of Debt filed July 11th,
) 1940 July 11th 1940 Judgment enter-
) ed by confession by the Defendants
) in favor of the Plaintiff for the
) sum of Two Hundred Eight Nine dollars
) and Seventeen cents ("89.17), with
) interest from date hereof until paid,
) and \$7.75 costs of suit, with all
) exemptions waived and \$28.91 commissions.

Fifa to July Term 1940, No . 9.

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 Eighth day of July in the year of our Lord, ninteen hundred and forty four.

Seals
Place.

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

.....
PLAINTIFF'S EXHIBIT NO. 5
Filed July 18th 1944.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, AMARYLAND
November Term, 1944

T.J.K.Jr. T. Edmund Dewing

16

Apprs. 5.00
Clerk 2.45
J. Otis Reamer

) Filed December 26th, 1940. Order to
) docket suit, Narr and Note with power
) to enter judgment by confession and
) statement:
) December 9th, 1940. Judgment entered
) by confession by the Defendant in
) favor of the Plaintiff for the sum
) of One Hundred and six dollars and ten
) cents (\$106.10) with interest from
) date hereof until paid and costs of
) suit, with all exemptions waived, and
) \$5.30 commissions.

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 not 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 Eighth day of July in theyear of our Lord, nineteen hundred and forty four.

Seals Place.

A. SYDNEY GADD JR.
Clerk of the Circuit for Queen Anne's
County.

.....
LETTER FROM QUEENSTOWN BANK REGARDING
THE TWO MORTGAGES.
Filed July 25, 1944.

Honorable Wm. R. Horney
Associate Judge of the Circuit Court
for Queen Anne's County.
Centreville, Md.

Re: Ella Mae Dodd vs. Howard N. Reamer, et al.
Chancery Docket, cause #3400

Dear Sir:

In connection with the Bill of Complaint in the above cause,
we wish to advise that there is due this Bank, under the two mortgages called
#1 and #2, the sum of \$284.64 with interest from date hereof at 6%.

We assert priority over all other claimants against the proceeds of
sale of the property.

Very truly yours,

Queenstown Bank of Maryland
W. I. TUTTLE Cashier.

P.S. The above amount due is subject to possible further credits, and at time
of distribution in this case we shall furnish an up to date figure.

Filed July 25, 1944.

.....
ANSWER OF T. EDMUND DEWING
Filed July 27, 1944.

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

Ella Mae Dodd,	Plaintiff,	)	CHANCERY DOCKET,
	versus)	
Howard N. Reamer,	Defendants,	)	CAUSE NO. 3400
	et al.)	

To the Honorable, the Judges of said Court:

The answer of T. Edmund Dewing, judgment creditor, one of the defendants in
the above entitled cause named to the Bill of Complaint of Ella Mae Dodd against
him and others in this Court in the above entitled cause exhibited.

This defendant admits the several matters and things charged in said Bill of
Complaint to be true.

This defendant states that the amount of money due to him under his judgment
against J. Otis Reamer in said Bill of Complaint mentioned, is as follows:

That there is due to him by way of debt the sum of	\$106.10;
that there is due to him by way of commissions	5.30;
that there is due to him by way of costs	7.45;
that there is due to him interest on said sum of	
\$106.10 from December 9, 1940.	

This defendant submits to such decree in the premises as may be right.

And as in duty bound, etc.,

T. EDMUND DEWING

.....
ANSWER OF JOHN CHARLES DODD
Filed July 27, 1944.

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

Ella Mae Dodd,	plaintiff,	)	Chancery Docket,
	versus)	
Howard N. Reamer, et al.	defendant.	)	CAUSE NO. 3400

To the Honorable, the Judges of said Court:-

The answer of John Charles Dodd, one of the defendants in the above entitled
cause, to the Bill of Complaint of Ella Mae Dodd against him and others in this
Court in the above entitled cause exhibited.

This defendant admits the several matters and things charged in the Bill of Complaint to be true and submits to such decree in the premises as may be right.

And as in duty bound, etc.,

JOHN CHARLES DODD
John Charles Dodd

.....
ANSWER OF HARRY E. DARBY
Filed July 27, 1944.

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

Ella Mae Dodd,plaintiff, CHANCERY DOCKET,

versus

CAUSE NO. 3400

Howard N. Reamer, et al., defendants.

To the Honorable, the Judges of said Court:-

The answer of Harry E. Darby, judgment creditor, on e of the defendants in the above entitled cause named to the Bill of Complaint of Ella Mae Dodd against him and others in this Court in the above entitled cause exhibited.

This defendant admits the several matters and things charged in said Bill of Complaint to be true.

This defendant states that the amount of money due to him under his judgment against J. Otis Reamer, Ella Mae Dodd and Howard N. Reamer, in said Bill of Complaint mentioned is as follows:

That there is due to him by way of debt the sum of \$289.17
with interest from July 11, 1940;
that there is due to him by way of commissions \$28.91;
that there is due to him by way of costs 7.75;

This defendant submits to such decree in the premises as may be right.

And as in duty bound etc.,

HARRY E. DARBY

.....
ANSWER OF HOWARD N. REAMER AND HIS WIFE
Filed Aug 4, 1944.

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

Ella Mae Dodd,plaintiff, Chancery Docket,

versus

Cause NO. # 3400

Howard N. Reamer, et al., defendants.

To the Honorable, the Judges of said Court:-

The Joint and several answer of Howard N. Reamer and Laura Alexander Reamer, his wife, two of the defendants in the above entitled cause named, to the Bill of Complaint of Ella Mae Dodd against them and others in this Court in the above entitled cause exhibited.

These defendants admit the several matters and things charged in said Bill of Complaint to be true and submit to such decree in the premises as may be right.

And as in duty bound, etc.,

HOWARD N. REAMER
Howard N. Reamer

LAURA ALEXANDER REAMER
Laura Alexander Reamer

Filed Aug 4, 1944.

.....
LETTER FROM QUEENSTOWN BANK IN
REGARDS To ANSWER
Filed Aug 4, 1944.

Honorable Wm. R. Horney
Associate Judge of the Circuit Court
for Queen Anne's County
Centreville, Md.

Re: Ella Mae Dodd vs. Howard N. Reamer, et al.
Chancery Docket, cause #3400

Dear Sir:

Supplementing our letter to you dated July 24, 1944 in this case, we ask that that letter and this letter be taken as our Answer to the Bill of Complaint in this case. We admit the several matters and things charged in said Bill to be true and submit to such decree as may be right.

Very truly yours,

Queenstown Bank of Maryland

W. I. TUTTLE
Cashier.

Filed Aug 4, 1944.

.....
DECREE OF COURT
Filed August 7th 1944.

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

Ella Mae Dodd,	plaintiff,	)	CHANCERY DOCKET,
versus)	
Howard N. Reamer, et al.,	Defendants.	)	CAUSE NO. 3400

DECREE OF COURT:

This Cause standing ready for hearing and being submitted without argument, the Bill of Complaint and other proceedings of the Cause were read and considered.

It is thereupon on this 7th day of August in the year nineteen hundred and forty four by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, ADJUDGED, ORDERED and DECREED As follows, to wit:

- (1) That the real estate in the proceedings mentioned as "The Sadie Reamer Property" be sold for the purpose of partition between the parties.
- (2) That said real estate be sold free and clear of the mortgages resting thereon held by the Queenstown Bank of Maryland, corporation, Mortgagee, party of the said bill, the rights of said Mortgagee under said mortgages to be protected in the distribution of the proceeds of the sale of said real estate.
- (3) That said real estate be sold free and clear of the judgment resting thereon held by Howard E. Darby, judgment creditor, party to said Bill, the right of said judgment creditor to be protected in the proceeds of the sale of said real estate.
- (4) That said real estate be sold free and clear of the judgment resting thereon held by T. Edmund Dewing, judgment creditor, party to said Bill, the right of said judgment creditor to be protected in the proceeds of the sale of said real estate and the distribution thereof.
- (5) That said real estate be sold free and clear of the claims of the creditors of J. Otis Reamer, deceased, mentioned in said bill, the rights of said creditors to be protected in the distribution of the proceeds of the sale of said real estate.
- (6) That J. Harry Cross, of Baltimore City, and Madison Brown, of Queen Anne's County, be and they are hereby appointed Trustees to make said sale, and
- (7) That the manner and course of their proceedings shall be as follows, to wit:
 - (a) They shall first file with the clerk of this court a bond to the State of Maryland to be executed by themselves and a surety or sureties in the penal sum of Five Thousand Dollars, if the sureties shall be two or more natural persons and in the penal sum of Twenty Five Hundred Dollars if the surety thereon be a corporation authorized by its charter or by law to become sole surety on bonds of Trustees, for the faithful performance of the Truste reposed in them by this decree or which may be reposed in them by any future decree or order in the premises.
 - (b) They shall then proceed to make sale of said real estate having giben at least three weeks pervious notice of the time, place, manner and terms of sale by advertisement to be inserted in some weekly newspaper published in Queen Anne's County.
- (8) That the terms of said sale shall be as follows:
The sum of Three hundred dollars of said purchase money to be paid in cash at the time and place of sale and the balance of said purchase money to be paid when said sale shall have been ratified by this Court.
- (9) That 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 affidavit annexed thereto of the truth thereof and of the fairness of said sale.
- (10) That after said sale has been ratified by this Court and after the whole purchase money shall have been paid (and not before) the said Trustees shall by a good and sufficient deed to be executed and acknowledged by them according to law

convey to the purchaser or purchasers, his, her, or their heirs and assigns the property and estate to him, her or them sold, free, clear and discharged of and from all claims of the parties to this cause and decree, plaintiffs and defendants, and of all persons claiming by, from or under them or any of them.

(11) That 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 therefrom the cost of this suit and such commissions to 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.

(12) That at the time of the first advertisement of said sale the said Trustees shall give notice to the creditors of J. Otis Reamer, deceased, mentioned in said Bill to file with the Clerk of this Court their claims (with the proper vouchers thereof) against said J. Otis Reamer, within ninety days from the day of the date of the first advertisement of said sale to be given by said Trustees as aforesaid.

WM. R. HORNEY
Trustee.

Filed Aug 7, 1944.

.....
CERTIFIED COPY OF BOND
Filed August 26, 1944

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Sixth day of August, in the year nineteen hundred and forty four, the following Bond was brought to be recorded, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, that we, J. Harry Cross, of Baltimore City, in the State of Maryland and Madison Brown, of Queen Anne's County in the same State, as principals, and the AMERICAN SURETY COMPANY OF NEW YORK, a corporation duly incorporated and existing under the laws of the State of New York, with due authority given it by law and by its charter, to become the sole surety on bonds of Trustees, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty Five 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, administrators, successors and assigns, jointly and severally, in the whole and for the whole, firmly by these presents.

SEALED with our seals and dated this 26th day of August, in the year nineteen hundred and forty four.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, bearing date August 7th, 1944 and passed in a Cause in said Court; wherein Ella Mae Dodd is the plaintiff and Howard N. Reamer, and others, are the defendants, and bearing the Number 3400 Chancery, the above bound J. Harry Cross and Madison Brown have been appointed Trustees to make sale of certain real estate in proceedings of said Cause mentioned and described and by which decree they are required to give this bond to be filed in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound J. Harry Cross and Madison Brown do and shall well and faithfully perform the trust reposed in them by said decree or that may be reposed in them by any future order or decree in the premises, then this obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of
DELHA DANCY ROLPH
Delha Dancy Rolph

J. HARRY CROSS (SEAL)
J. Harry Cross

MADISON BROWN (SEAL)
Madison Brown

AMERICAN SURETY COMPANY OF NEW YORK
By MADISON BROWN
Madison Brown, Its Attorney In Fact

Corporate Seals Place.

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

Bond filed and security approved on this 26th day of August, 1944.

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 299, 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 on this 26th day of August in the year nineteen hundred and forty four.

A. SYDNEY GADD JR.
Clerk of Court.

REPORT OF SALE
Filed Sept 11, 1944

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

Ella Mae Dodd, plaintiff,	)	CHANCERY DOCKET,
)	
versus)	
	)	CAUSE NO. 3400
Howard N. Reamer, et al.,)	
Defendants.)	

To the Honorable, the Judges of said Court:-

The report of J. Harry Cross and Madison Brown, the Trustees appointed by the decree filed in this cause to make sale of certain real estate therein mentioned, respectfully sets forth:

(1) That prior to the day of the sale hereinafter mentioned, these Trustees filed with the Clerk of this court their bond, executed by themselves and the American Surety Company of New York a corporation, as their surety, to the State of Maryland in the penal sum of Twenty Five Hundred Dollars, conditioned for the faithful performance of the duties reposed in them by said decree, in accordance with terms of said decree, which bond was accepted, approved and filed by said clerk.

(2) That prior to the day of sale hereinafter mentioned, these Trustees gave notice of the time, place, manner and terms of sale by advertisement in the Queenstown News, a newspaper published at Queenstown in said county, each week, for more than three weeks before the day of sale; a copy of this advertisement of sale is filed with this report as part of this report and same contains the certificate of the publishers of said newspaper as to the dates of publication.

(3) That these Trustees, pursuant to said notice of sale, did attend in front of the Bank in Queenstown, on Saturday, September 9, 1944, at 2 o'clock P.M. and then and there proceeded to make sale of said real estate in the following manner:

Your Trustees read the said advertisement of sale and then offered the property advertised for sale at public auction to the highest bidder through the medium of James Boyles as auctioneer and after receiving competitive bids sold said property unto Floyd C. George and Reba K. George, his wife, of Queenstown, Md. as tenants by the entireties. BEING then and there the highest bidder therefor, at and for the sum of \$1900.00.

(4) That the purchasers above named paid unto your Trustees on account of said purchase money, the sum of Three Hundred Dollars and stated that they would pay the balance of the purchase money on ratification of the said by the Court,

(5) That the property sold consists of all that lot of land with the improvements thereon, called or known as "The Badie Reamer Property" situate in Queenstown, Queen Anne's County, Maryland, on the right side of the road running from the center of said town to Wye Mills, and is the same land and property mentioned in the proceedings of said Cause.

(6) That the terms upon which the Trustees sold said property are those contained in the advertisement of sale

(7) That your Trustees further report that at the time of the first advertisement of said sale and as part of the advertisement of said sale they gave notice to the creditors of J. Otis Reamer, deceased, mentioned in said proceedings, to file with the Clerk of this Court, their claims (with the proper vouchers thereof), against said J. Otis Reamer within ninety (90) days from the eighteenth day of August, 1944, the date of the first advertisement of the sale; as will appear from the copy of advertisement of sale filed with this Report as aforesaid.

(8) The amount of said sale is the sum of \$1900.00

Which is respectfully submitted,

MADISON BROWN Trustee .

J. HARRY CROSS Trustee .

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

I HEREBY CERTIFY that on this 9th day of September in the year nineteen hundred and forty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared J. Harry Cross and Madison Brown, the Trustees above named, and they made 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 their knowledge and belief and that the sale therein mentioned was fairly made.

IN WITNESS WHEREOF, I do hereunto subscribe my name and affix my Seal Notarial the day and year above written.

WASHINGTON I. TUTTLE
NOTARY PUBLIC

Notary
Public
Seal.

Filed Sept 11, 1944.

.....
 CERTIFICATE OF PUBLICATION FOR
 TRUSTEE'S SALE
 Filed Sept. 11th 1945.

TRUSTEE'S SALE
 OF
 HOUSE AND LOT IN QUEENSTOWN
 MARYLAND

By virtue of a decree of the Circuit Court for Queen Anne's County in Equity passed in Cause No. 3400 (Ella Mae Dodd versus Howard N. Reamer et al.,) the undersigned as Trustees named in said decree will sell at public auction to the highest bidder in front of the Bank in Queenstown, Maryland, on SATURDAY, SEPT 9, 1944 at 2'o'Clock P.M.

All that lot of land with the improvements thereon called or known as "The Badie Reamer Property" situate in Queenstown, Maryland, on right side of the road running from the center of said town to Wye Mills.

This property is the second one from the railroad station at Queenstown, is bounded on one side by the property of Harry Roberts and on the other side by the land of Stedman Cross. The lot in size is approximately 50 feet by 175 feet.

Improvements of a 2 story frame dwelling house, double garage, chicken houses and wood house. The dwelling contains 3 rooms and hall on first floor, 4 rooms on second floor, is lighted by electricity and supplied with water from water works system of Queenstown.

Terms of Sale: \$300.00 of purchase money will be required of purchaser at time and place of sale and the balance on ratification of sale by the Court.

Possession can be taken on ratification of sale by the Court.

All taxes and water rates will be adjusted as of date of ratification of sale.

Title papers and revenue stamps for same will be at cost of purchaser.

J. HARRY CROSS
 MADISON BROWN
 Trustees.

Auctioneer: James Boyles

COURT'S NOTICE TO CREDITORS

Pursuant to the order of the Circuit Court for Queen Anne's County in Equity passed in Cause No. 3400 NOTICE is hereby given to all creditors of J. Otis Reamer, late of said county, deceased, to file with the Clerk of said Court their claims (with the proper voucher thereof) against said J. Otis Reamer with ninety (90) days from the 18th, day of August 1944.

J. HARRY CROSS
 MADISON BROWN
 Trustees of Cause No. 3400

THE QUEENSTOWN NEWS

Queenstown, Md. September 9, 1944.

THE QUEENSTOWN NEWS, trading as a co-partnership between Michael W. Aker and George J. Steinfeld, do hereby certify that the Trustee's Sale of House and Lot, in the case of Ella Mae Dodd vs Howard N. Reamer Cause No. 3400 and the Court's Notice to Creditors of J. Otis Reamer, in the Same Cause, a true copy of which is annexed hereto, was published in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 9th day of Sept, 1944, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 18 day of August 1944.

THE QUEENSTOWN NEWS

Filed Sept 11th 1945.

By Geo J. Steinfeld

.....
 CERTIFICATE OF PUBLICATION FOR
 TRUSTEES' SALE.
 Filed Sept 11th 1945.

TRUSTEE'S SALE
 OF
 HOUSE AND LOT IN QUEENSTOWN
 MARYLAND

By virtue of a decree of the Circuit Court for Queen Anne's County in Equity passed in Cause No. 3400 (Ella Mae Dodd versus Howard N. Reamer et al.), the undersigned as Trustees named in said decree will sell at public auction to the highest bidder in front of the Bank in Queenstown, Maryland, on SATURDAY, SEPT. 9, 1944 at 2 o'clock P.M.

All that lot of land with the improvements thereon called or known

as "The Sadie Reamer Property" situate in Queenstown, Maryland, on right side of the road running from the center of said town to Wye Mills.

This property is the second one from the railroad station at Queenstown, is gounded on one side by the property of Harry Roberts and on the other side by the land of Stedman Cross. The lot in size is approximately 50 feet by 175 feet.

Improvements of a 2 story frame dwelling house, double garage, chicken houses and wood house. The dwelling contains 3 rooms and hall on first floor, 4 rooms on second floor, is lighted by electricity and supplied with water from water works system of Queenstown.

Terms of Sale: \$300.00 of purchase money will be required of purchaser at time and place of sale and the balance on ratification of sale by the Court.

Possession can be taken on ratification of sale by the Court.

All taxes and water rates will be adjusted as of date of ratification of sale.

Title papers and revenue stamps for same will be at cost of purchaser.

J. HARRY CROSS
MADISON BROWN
Trustees.

Auctioneer: James Boyles

QUEEN ANNE'S RECORD -OBSERVER

Centreville; Md. December 19, 1944.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate does hereby certify that the Trustee's Sale of House & Lot in Queenstown, Md in the case/estate of Ella Mae Dodd vs. Howard N. Reamer et al. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for two successive weeks before the ___ day of ___ 19___, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24th day of August 1944, and the last insertion on the 31st day of August 1944.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By J. H. Price

Filed Sept 11th 1945.

.....
ORDER NISI
Filed Sept 11th 1944.

N I S I

Ella Mae Dodd, Plaintiff

vs.

Howard N. Reamer, et al.,
Defendants.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY No. 3400/

ORDERED, This 11th day of September A.D., 1944, that the sale of real estate made and reported in this cause by Madison Brown and J. Harry Cross, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of November next; Provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of October next.

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

A . SYDNEY GADD JR. Clerk

Filed September 11, 1944.

P:.....
CERTIFIED COPY OF ORDER NISI
ON SALE AND CERTIFICATE OF PUBLICATION
THEREON ISSUED BY THE QUEENSTOWN NEWS
Filed Dec 7, 1944.

N I S I

Ella Mae Dodd, Plaintiff

vs .

Howard N. Reamer, et al., Defendants.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

Chancery No. 3400

ORDERED, This 11th day of September A.D., 1944, that the sale of real estate made and reported in this cause by Madison Brown and J. Harry Cross, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15th day of October next.

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

True Copy A. SYDNEY GADD JR., Clerk
Test: A. SYDNEY GADD JR., Clerk

Filed September 11, 1944.

THE QUEENSTOWN NEWS

Queenstown, Md. Dec 6, 1944.

THE QUEENSTOWN NEWS, trading as a co-partnership between Michael W. Aker and George J. Steinfeld, do hereby certify that the Order of Nisi in the estate of Ella Mae Dodd, Plaintiff, vs. Howard N. Reamer, et al., Defendants in the Circuit Court for Queen Anne's County in Equity. Chancery No. 3400 a true copy of which is annexed hereto, was published in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 15 day of October, 1944, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS, was on the 15th day of Sept. 1944.

THE QUEENSTOWN NEWS

By Geo J. Steinfeld

Filed Dec 7, 1944.

ORDER OF COURT
Filed Dec 7, 1944.

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

Ella Mae Dodd, plaintiff, CHANCERY DOCKET
versus
Howard N. Reamer, et al. defendants . CAUSE NO 3400

ORDER OF COURT:-

It is on this 7th day of December in the year nineteen hundred and forty four by the Circuit Court for Queen Anne's sitting as a Court of Equity, ORDERED and DECREED as follows, to wit:

(1) That the Sale of the Real Estate made by Madison Brown and J. Harry Cross, Trustees appointed by the decree of sale passed in this cause to make said sale, mentioned and described in the within and foregoing REPORT OF SALE filed by said Trustees in this cause on September 11, 1944, 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 order nisi passed in this cause on September 11, 1944, in relation to the sale of said real estate.

(2) That as Madison Brown, the Auditor of this Court, is one of the Trustees making the sale mentioned above, the proceedings and papers in this cause are hereby referred to Charles E. Tucker as Special Auditor, with instructions to him to state and return to this Court an audit or account between the proceeds of the sale mentioned above and said Trustees.

(3) That said Trustees are hereby allowed the usual commissions allowed trustees by the rule of this Court for making sale of Real Estate under its decrees, and all expenses not personal, incident to such sale, as well as the costs incident to the proceedings of this cause and said Special Auditor is hereby directed to allow said Trustees said commissions and costs in the audit or account to be stated by him and returned to this Court as above set forth.

WM.R . HORNEY
Judge.

Filed Dec 7, 1944.

A U D I T
Filed Jan 30th 1945.

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

Ella Mae Dodd, plaintiff,) CHANCERY DOCKET
versus) CAUSE NO. 3400
Howard N. Reamer, Defendants.)

To the Honorable, the Judges of said Court.

The Report of Charles E. Tucker, as Special Auditor appointed in this cause to state the account thereof unto Your Honors respectfully sets forth:

(1) That prior to entering upon his duties as said Special Auditor he took the oath required by law as the Auditor of this cause.

(2) THAT prior to the statement of this audit your auditor, at the request of Ella Mae Dodd, the Plaintiff, and her Attorneys, took testimony for the purpose of establishing the fact that said Ella Mae Dodd is the identical person named as Mary R. Dodd in the deed from Sadie A. Reamer to Mary R. Dodd mentioned as Plaintiff's Exhibit No. 3 in the Bill of Complaint filed in this cause and this testimony was reduced to writing, signed by the witnesses thereto and will be returned to this Court by this Auditor as part of this audit.

(3) That the testimony mentioned, in the opinion of your Auditor identified beyond doubt that Ella Mae Dodd, the Plaintiff is the person named in said Deed as Mary R. Dodd and that Ella Mae Dodd took under said Deed subject to the mortgages mentioned in the Deed one undivided third part of the land described in said deed and later sold in this cause.

(4) That your Auditor finds from the proceedings of this cause that the net proceeds of the sale of this cause after the allowance out of the gross sale of said mortgages are payable to Ella Mae Dodd to the extent of one-third part, to Howard N. Reamer to the extent of one-third part and to the creditors and heirs at law of J. Otis Reamer to the extent of one-third part, and that the heirs at law of said J. Otis Reamer are said Ella Mae Dodd, his sister and Howard N. Reamer, his brother.

(5) That under the notice given by the Trustees of this cause to the creditors of J. Otis Reamer to file their claims, the Auditor finds that four claims against him have been filed with the Clerk of the Court and entered by the clerk in his claim docket against said J. Otis Reamer and/or his share of the sale of this cause, and that these claims are as follows, to wit:

A. The two mortgages described in the Bill of Complaint as due by Sadie Reamer to the Queenstown Bank of Maryland, the amount of the claim of said Bank thereunder being \$300.00.

B. The Judgment Claim of Harry E. Darby against J. Otis Reamer, Ella Mae Dodd and Howard N. Reamer described in the Bill of Complaint as Exhibit No. 4.

C. The Judgment Claim of T. Edmund Dewing against J. Otis Reamer described in the Bill of Complaint as Exhibit No. 5.

D. The Claim of Hiram Briscoe against said J. Otis Reamer under a note given to him by J. Otis Reamer.

6, That in the within account which has been stated by your Auditor, the Trustees of this cause, Madison Brown and J. Harry Cross are charged with the amount of the gross sale of said real estate as made by them per their Report of Sale herein filed and also with certain rents received from the property decreed to be sold.

(7) That in said account said Trustees are then allowed in the first place as follows, to wit:

Their commissions for making the sale and collecting the rents, the amount of certain taxes on the land sold, paid by them, costs of advertising the sale and the several orders nisi of the cause, auctioneer's fee, court Costs and the fee of your Auditor and then the amount of the said claim of the Queenstown Bank, same being the first lien against the land sold, and the amount due Harry E. Darby under his judgment claim mentioned, same being the second lien against the land sold and being against Ella Mae Dodd, Howard N. Reamer and J. Otis Reamer as joint Debtors .

(8) That after these allowances out of the amount so charged to said Trustees the sum of \$967.81 remains, one-third of which belongs to the creditors and heirs at law of J. Otis Reamer, one-third of which belongs to Ella Mae Dodd and one-third of which belongs to Howard N. Reamer, so said sum is divided by the within account into three equal parts and each of said owners are therein credited with one part.

(9) That both Ella Mae Dodd and Howard N. Reamer have filed with this Auditor a written assignment by which each one has assigned out of the proceeds of sale the sum of \$37.50 to Madison Brown and J. Harry Cross and this Assignment will be returned to the Court with this audit.

(10) In the within account the share of Ella Mae Dodd above mentioned is distributed as follows:
Unto Madison Brown and J. Harry Cross, the sum of \$37.50 and the balance thereof is distributed unto the said Ella Mae Dodd.

(11) In the within account the share of Howard N. Reamer above mentioned is distributed as follows:
Unto Madison Brown and J. Harry Cross, the sum of \$37.50 and the balance thereof is distributed unto the said Howard N. Reamer.

(12) As to the share of J. Otis Reamer in the within account, this share is credited, first, to the creditors of J. Otis Reamer and they, said T. Edmund Dewing and Hiram Briscoe, are then thereout allowed the amounts of their claims and the balance is then credited to the heirs at law of J. Otis Reamer, Ella Mae Dodd and Howard N. Reamer, and is then distributed unto them equally, less

the amount of the collateral inheritance tax due by them on what they receive and the amount of this tax is allowed the Trustees of this cause to be paid to the Register of Wills of Queen Anne's County on behalf of said heirs at law.

Which is respectfully submitted,

CHAS. E. TUCKER
SPECIAL AUDITOR.

January 30, 1945.

CAUSE NUMBER 3400

The proceeds of the sale of the real estate of J. Otis Reamer, Ella Mae Dodd and Howard N. Reamer decreed to be sold by the decree filed in this cause IN ACCOUNT WITH Madison Brown and J. Harry Cross, Trustees appointed by said decree to sell said real estate.

1944, September 9.

CR.

By amount of the gross sale of said real estate made on the above date per the report of sale filed by said Trustees, to wit:	\$1900.00
By amount of rent accruing after the decree collected by the Trustees from the occupants of the real estate sold, to wit:	41.25
By amount of net rents received from the property sold maturing before decree from W. It. Tuttle as agent collecting the rents to wit: the sum of	14.59
Total amount of assets above charged to said Trustees	\$1,955.84

DR.

1944, September 9.

To Madison Brown and J. Harry Cross, Trustees for their commissions for making the sale, per rule of Court and for collection of rents mentioned above, to wit: the sum of	\$120.30
To the same Trustees for amount of taxes, State, County and town (and water rent for year 1944) allowed purchasers of property sold on their settlement, per Trustee's statement to the auditor, the sum of ..,	2.66
To the same Trustees for amount paid by them for costs of advertising the sale made in the Centreville News paper, per receipted account for same of publishers of said paper exhibited, the sum of	21.25
TO the same Trustees for amount paid by them to James F. Boyles as Auctioneer for crying said sale, per his receipted account for same exhibited, sum of ..	15.00
To the same Trustees for the amount paid by them for cost of advertising said sale, prder nisi on the sale and court's notice to creditors in Queenstown News, per receipted account for same exhibited, the sum of	32.50
To the same Trustees for amount paid L. W. Moore, Constable, for serving after decree, notice on tenant's in property sold to quit same, per his receipted account for same exhibited, sum of	2.00
To same Trustees for the cost of their bond filed in this cause paid the corporate surety thereon per receipted account for same exhibited, the sum of ...	10.00

Amounts carried forward	\$203.71	\$1,955.84
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Amounts brought forward	CAUSE NUMBER 3400 DR . \$203.71	CR. \$1,955.84
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To the same trustees for the Court costs of this cause as taxed by the clerk of the Court, per his statement exhibited to the Auditor, as follows, to wit:

Appearance fee of plaintiff's attorneys,...	\$10.00
Costs of said Clerk to be paid him,	54.70
Total of these costs, to wit:	\$64.70

To the same Trustees for the cost of advertising the order nisi to be passed as to this audit, to wit: the sum of	\$ 3.50
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To Charles E. Tucker, Special Auditor, for taking the testimony returned, stating this account and the charges of his clerk at taking of testimony, the sum of\$18.00

To balance carried below, the sum of1,665.93

1,955.84 \$1,955.84

CR.

By balance brought down to wit: the sum of\$1,665.93

DR.

To Madison Brown and J. Harry Cross, Trustees for the amount of the claim filed in this cause by Queenstown Bank of Maryland under the two mortgages given it by Sadie Reamer on the land sold (Described in the Bill of Complaint as Exhibits No. 1 and No. 2) as of December 16, 1944, per claim consisting of the original mortgages and receipt of bank now attached thereto, to wit: the sum of \$ 300.00

To Harry E. Darby, Judgment Creditor of J. Otis Reamer, Ella Mae Dodd and Howard N. Reamer, in full payment of his judgment claim filed (see Exhibit No. 4) against them, inclusive of principal debt, interest due thereon to day of sale, costs of suit and attorney's commissions mentioned in judgment, per statement on claim filed, to wit: the sum of \$ 398.12 698.12

To balance carried forward, the sum of 967.81 1,665.93 1,665.93

CAUSE NUMBER 3400

CR.

By balance brought forward from Page 2, to wit: the sum of 967.81

DR.

NOTE: J. Ois Reamer.

The creditors and heirs at law are entitled to one third of said balance, the said Ella Mae Dodd is entitled to one-third of said balance and the said Howard N. Reamer is entitled to one-third of said balance. Therefore there is now set aside to be hereinafter deistributed unto the creditors and heirs at law of J. Otis Reamer...\$ 322.60 Unto the said Ella Mae Dodd, the sum of 322.60 unto the said Howard N. Reamer, the sum of 322.60 \$ 967.81 \$ 967.81

DISTRIBUTION OF SHARE OF ELLA MAE DODD:

CR.

By amount of her share brought down, to wit: \$ 322.61

DR.

To Madison Brown and J. Harry Cross as Assignees of Ella Mae Dodd under assignment from her to them filed with and returned by the auditor, the sum of \$ 137.50 To Ella Mae Dodd, the sum of 285.11 322.61 \$322.61

DISTRIBUTION OF SHARE OF HOWARD N. REAMER:

CR.

By amount of his share brought down, to wit: \$ 322.60

DR.

To Madison Brown and J. Harry Cross as Assignees of Howard N. Reamer under assignment from him to them filed with and returned by the auditor, the sum of 37.50

To Howard N. Reamer, the sum of285.10 \$ 322.60 \$ 322.60

CAUSE NUMBER 3400.

CR.

By amount heretofore allowed to the creditors and heirs at law of J. Otis Reamer, to wit: the sum of \$ 322.60

DR.

DISTRIBUTION AMONG CREDITORS OF J. OTIS REAMER:

To T. Edmund Dewing, Judgment Creditor of J. Otis Reamer (see paragraph 10 of Bill of Complaint and Exhibit No.5) in full of his judgment claim filed in this cause versus said J. Otis Reamer, per statement thereon, to wit: the sum of\$ 142.73

To Hiram Briscoe, note creditor of J. Otis Reamer in full payment of his claim under note of \$35.00, filed and the interest due thereon to the day of Sale of this cause, per his said claim filed in this cause, to wit: the sum of \$ 50.35 \$193.08

To amount of balance carried below, the sum of\$129.52
\$322.60 \$322.60

DISTRIBUTION AMONG HEIRS AT LAW OF J. OTIS REAMER:

CR
 By balance brought down from above, to wit: sum of\$ 129.52
 DR.

Note: The foregoing balance is the property of Ella Mae Dodd and Howard N. Reamer as heirs at law of J. Otis Reamer in equal parts, subject to the collateral Inheritance Tax of 7 1/2% due by them in equal parts, to the State of Maryland.

Unto the Register of Wills of Queen Anne's County, use of State of Maryland, the amount of said tax is now distributed the sum of \$ 9.72
 Unto Ella Mae Dodd, is now distributed the sum of \$ 59.90
 Unto Howard N. Reamer is now distributed the sum of 59.90
129.52 129.52

CHAS E. TUCKER
 SPECIAL AUDITOR.

January 30, 1945.

AUTHORIZATION

We hereby authorize the Court Auditor in Chancery Cause No. 3400 pending in the Circuit Court of Queen Anne County, to include in his account the expenditure of \$75.00 as counsel fee to Madison Brown and J. Harry Cross, and agree that the said amount shall be paid to the said attorneys out of the net proceeds to be distributed to the undersigned.

Dated as of December 18, 1944.

ELLA MAE DODD
 Ella Mae Dodd

HOWARD N. REAMER
 Howard N. Reamer

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

Ella Mae Dodd,
 versus
 Howard N. Reamer, et al.

CHANCERY DOCKET
 Cause No. 3400

To the Honorable, the Judges of said Court:

The Report of Charles E. Tucker as the Special Auditor appointed in this cause, unto Your Honors respectfully sets forth:

That this Auditor received notice from Madison Brown and J. Harry Cross, the Attorneys of Ella Mae Dodd, the Plaintiff filing the Bill of Complaint in this cause, that she, said Ella Mae Dodd, desire to produce testimony before this Auditor for the purpose of establishing her identity as Mary R. Dodd mentioned in the Bill of Complaint.

That pursuant to said notice your Auditor did attend at the office of Madison Brown, in Centreville, on January 13th, 1945 and there met said Ella Mae Dodd, John Charles Dodd, her husband and the said Attorneys and at their request did then and there take in their presence the attached testimony to be used by your Auditor in making distribution of the proceeds of sale of this cause.

That at the suggestion of said Attorneys your Auditor procured the services of Delha D. Rolph, Stenographer, to take down the said testimony and administered to her the proper and usual oath before proceeding to take the testimony

That your Auditor, before proceeding to take said testimony, did take before the clerk of this Court the usual oath of office required of Special Auditors.

Ella Mae Dodd, a witness of lawful age was the first witness called or produced and she having first been duly sworn by the auditor did depose and say, as follows:

Question 1:

Please state your name, your age and your place of residence.

Answer: My name is Ella Mae Dodd, I am the wife of John Charles Dodd and I reside with my husband on a farm in Queen Anne's County, located near Wye Mills.

Question 2:

The evidence or testimony which you have been called to give is required in case of Ella Mae Dodd as plaintiff against Howard N. Reamer, Laura Alexander Reamer, his wife, The Queenstown Bank of Maryland, Harry E. Darby, T. Edmund Dewing and John Charles Dodd. Do you know any of these parties and if so, state which of them you know.

Answer:

I know all the parties to the suit. I am the plaintiff in the case, Howard N. Reamer is my brother and Laura Alexander Reamer is his wife. The Queenstown Bank of Maryland is the bank located in Queenstown, Maryland. I know Harry E. Darby and T. Edmund Dewing. John Charles Dodd is my husband.

Question 3:

State where or not you were acquainted with one Sadie Reamer, late of Queen Anne's

County, deceased, who is stated in the Bill of Complaint filed in this case to be the owner of a lot of land or property, called or known as "The Sadie Reamer Property" located in Queenstown, Maryland, and if you were acquainted with her state whether she is living or dead, and if dead, when did she die.

Answer:

I was acquainted with her for she was my mother. She is dead and died on or about the 20th day of November, 1938 at the Easton Hospital. At the time of her death she was a resident of Queen Anne's County and had gone to this hospital for treatment.

Question: 4:

State whether or not you were acquainted with or knew the property called in these proceedings "The Sadie Reamer Property" and how you became so acquainted with this property.

Answer:

I am fully acquainted with this property. I am not only the plaintiff in this case but I attended the sale made by the Trustees in this cause. I became acquainted with this property in the lifetime of my mother. My mother bought this property from Jennie E. Gardner and procured a deed therefor sometime in October 1928.

Question 5:

I now hand you a paper writing already filed in this case, marked Plaintiff's Exhibit No. 1". Please examine it and state what it is.

Answer:

I have examined this paper and the same is a copy of the first mortgage given by my mother, Sadie A. Reamer on the Queenstown Property. This mortgage is given to the Queenstown Bank.

Question 6:

I now hand you a paper writing which has already been filed in this case as "Plaintiff's Exhibit No. 2". Please examine the same and tell me what it is.

Answer:

I have examined this paper writing. It is a copy of the second mortgage given by my mother, Sadie A. Reamer to the Queenstown Bank on her property in Queenstown. It is dated October 17th, 1938 and was made for the sum of \$300.00.

Question 7:

State whether or not you had anything to do with the execution of this second mortgage by your mother on October 17, 1938, and given to the Queenstown Bank of Maryland for \$300.00. On or about the time this mortgage was executed my mother was ill and a patient in the Easton Memorial Hospital and while there she talked with me and my brother, J. Otis Reamer about raising money to pay her hospital expenses and it was agreed between us that my mother should borrow from the Queenstown Bank of Maryland which already held a mortgage on the property, the sum of \$300.00 for the payment of her hospital expenses. My brother J. Otis Reamer, after this agreement between us all, arranged with the Queenstown Bank of Maryland to lend \$300.00 on a second mortgage to my mother and as a result of this agreement this second mortgage was drawn and prepared by Mr. Mitchell, the attorney of the Queenstown Bank. He gave this mortgage to my brother, J. Otis Reamer and asked me to take it to the Easton Hospital and have my mother execute the same.

I took this mortgage to the Easton Hospital and read it to my mother and she said she was ready to execute it so I went out myself to find a Notary Public and procured W. Raymond Lyons, a Notary Public in Easton to go to the Hospital and take the acknowledgement of my mother to this mortgage.

He went with me to the hospital and my mother in his presence signed this mortgage and she did acknowledge the mortgage before the Notary Public.

Question 8:

What disposition, if any, did your mother make of this property located in Queenstown and purchased by her from Jennie E. Gardner as stated by you in your testimony above, after the execution and delivery of this second mortgage?

Answer:

On October 18th, 1938, the day after the execution of the second mortgage, my brother Otis Reamer and myself went to the Easton Hospital to see my mother and while there my mother stated that she wanted to deed this Queenstown Property to her three children subject to the mortgages. Otis went to Centreville that day or the next day and procured Mr. Mitchell, attorney at law, to draw a deed to be signed by my mother by which she intended to convey to her three children this property located in Queenstown, subject to the mortgages. On October 19, 1938, I took this deed to Easton with me and saw my mother while she was in the hospital. I told her I had the deed for her to sign deeding the property in Queenstown to her three children and she said that she was ready to execute the deed. On October 19th, 1938 I went out and found Mr. W. Raymond Lyons, the same Notary Public who was present when my mother executed the second mortgage and took him with me to the Easton Hospital and we both saw my mother. He read this deed over to my mother and she said she was satisfied with it. She then signed the deed in the presence of W. Raymond Lyons and in my presence, by making her mark in the deed, and I wrote her name, Sadie A. Reamer, at her request, on the deed and she made her mark to the deed because she was then too weak to sign her name and Mr. Lyons, the Notary Public signed his name as a witness to my mother's mark and then took acknowledgement of my mother to the deed.

Question 9:

After your mother had executed the deed in the manner you have described what did she do with the deed?

Answer:

She then handed me the deed and told me to take charge of the deed for the benefit of her three children, named in the deed. And I then gave the deed to my brother Otis and he brought it to Centreville and had it recorded.

Question: 10:

Please give me the name of your father and state whether he is living or dead, and if dead, when and where he died.

Answer:

My father's name was George W. Rimmer and he is now dead. He died about 18 years ago at Carmichael in Queen Anne's County, Maryland. Since his death, my mother and his children spelled his last name and wrote it as Reamer, instead of Rimmer.

Question 11:

On October 19, 1938, the date of the execution of the deed which you have mentioned in your testimony, how many children did your mother have living and state their names.

Answer:

My mother at that date had three children living, My brother, Otis Reamer whose full name was J. Otis Reamer, myself, and my other brother, Howard N. Reamer, who is now living My brother, J. Otis Reamer died intestate, in July, 1943.

Question: 12:

I have now in my hand the deed made October 19, 1938 by Sadie A. Reamer which you have described already in your testimony. According to this deed your mother, Sadie A. Reamer, grants and conveys her property in Queenstown which was granted to her by Jennie E. Gardner to three persons, to wit: J. Otis Reamer, Mary R. Dodd and Howard N. Reamer. Please state who these parties are:

Answer:

J. Otis Reamer named in said deed is my brother and child of Sadie A. Reamer. Howard N. Reamer named in said deed is my brother and a child of Sadie A. Reamer. And Mary R. Dodd named in said deed is myself, also a child of Sadie A. Reamer.

Question : 13:

Heretofore, in this your testimony, you have called yourself Ella Mae Dodd. Can you explain why you are called Mary R. Dodd in the deed?

Answer:

Ever since I was a little girl I have been called Ella Mae and also Mary. I have been unable to find up to this point any record of my birth or baptism giving my given names so I cannot tell whether or not I was baptised as Ella Mae Reamer or as Mary Reamer. Even at the present time I am often now called Mary R. Dodd. I have a son who is with the Armed Forces either in France or Germany and on the last Mother's Day, I received a telegram from my son in honor of Mother's Day, which was addressed to Mary R. Dodd, Wye Mills, Maryland. This telegram bore the signature of my son and was delivered to me at Wye Mills, Maryland.

Question 14:

State whether or not you know of any person, other than yourself, who bears the name Mary R. Dodd?

Answer:

I do not.

Examiner's Special:

Answer:

I do not.

ELLA MAE DODD

The next witness produced is John Charles Dodd, a man of lawful age, who being duly sworn does depose and say, as follows:

Question 1:

Please state your name, age, place of residence and occupation.

Answer:

My name is John Charles Dodd. I am 43 years of age. I am a farmer and live on a farm near Wye Mills in Queen Anne's County. I am one of the parties to this suit.

Question 2:

State whether or not you are acquainted with Ella Mae Dodd, who filed a Bill of Complaint in this cause No. 3400, in which testimony is being taken, and if so, how long have you known her?

Answer:

She is my wife and I have known her since she was 15 years of age.

Question 3:

Do you know of any other name or names than that of Ella Mae, by which your wife, has been called or known?

Answer:

Yes, I have known her to be called by the name of Mary R. Dodd many times.

Question 4:

Did you know the wishes of Mrs. Sadie A. Reamer in the matter of her disposition of this property?

Answer:

Yes, several years before her death she talked with me about the subject and she told me that she wanted the property to go to her three children, one of whom is my wife. By this property I mean the Sadie A. Reamer Property located in Queenstown, Maryland, which Sadie A. Reamer purchased of Jennie E. Gardner and which was deeded to her by Jennie E. Gardner.

Examiner's Special:

Answer:

I do not.

JOHN CHARLES DODD

There being no further witnesses present to be examined and counsel not desiring further time for the production of evidence your Auditor herewith respectfully makes his return and certifies that he was engaged as such Auditor in the taking of testimony on the day and making costs chargeable to this cause, as follows:

The fee of the Auditor for taking this testimony is the sum of\$4.50
and the charge of the clerk for taking down the testimony and writing the report of the auditor is the sum of \$4.50

Note: The original deed from Sadie A. Reamer to J. Otis Reamer, Mary R. Dodd and Howard N. Reamer produced at the hearing and shown Ella Mae Dodd was filed with me and is returned by me herewith.

Respectfully submitted,

CHAS. E. TUCKER
SPECIAL AUDITOR.

Filed Jan 30th 1945 .

CERTIFIED COPY OF DEED:

THIS DEED, made this 19th. day of October, in the year nineteen hundred and thirty eight, by Sadie A. Reamer, of Queen Anne's County, State of Maryland, but being temporarily in Talbot County, in said State.

WITNESSETH: That for and in consideration of five dollars and other good and valuable consideration, the full payment thereof being hereby acknowledged, the said Sadie A. Reamer does hereby grant and convey unto J. Otis Reamer, of Queen Anne's County, State of Maryland, Mary R. Dodd, of Talbot County, in said State, and Howard N. Reamer, of the City of Wilmington, in the State of Delaware, their heirs and assigns, in fee simple, as tenants in common in equal parts, all that lot, tract, part of a tract and/or parcel of land, improved by a frame dwelling house, situate, lying and being in or near the town of Queenstown, in the Fifth Election District of Queen Anne's County aforesaid, on the right hand side of the public road leading from said town toward Wye Mills, adjoining the property formerly used as a mill on one side and the property of Henry F. Roberts on the other, and adjoining the property formerly owned by William Boyles, now deceased, in the rear, containing 9,464 square feet of land, more or less, and being the same land that was conveyed by Jennie E. Gardner unto the said Sadie A. Reamer by deed dated October 3rd., 1928, and recorded in liber B.H.T. No. 8, a land record book for Queen Anne's County, folio 442, to which said deed and the reference therein contained reference is hereby expressly made for a more full and particular description of said land.

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

SUBJECT, however, to two mortgages on said property executed by said Sadie A. Reamer to The Queenstown Bank of Maryland, a body corporate, one to secure \$500.00 dated May 10th., 1935, and recorded in liber W.H.C. No. 1A, a land record book for Queen Anne's County, folio 296, and the other to secure \$300.00 dated October 17th., 1938, and recorded in Liber W.H.C. No. 7A a land record book for said county, folio 253.

AND the said Sadie A. Reamer covenants to warrant specially, except as to the aforesaid mortgages, the property hereby conveyed and that she will execute such further assurances of said land as may be requisite.

Witness my hand and seal.

Witness:

W. RAYMOND LYONS

her
SADIE A. X REAMER (SEAL)
mark

State of Maryland, Talbot County, to wit:

I hereby certify that on this 19th day of October, 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, personally appeared Sadie A. Reamer and acknowledged the within and foregoing deed to be her act.

IN TESTIMONY WHEREOF I herunto subscribe my name and notarial seal affix the day and year herein last above written.

Notary
Public
Seal.

W. RAYMOND LYONS
NOTARY PUBLIC

My commission expires May 1939.

Filed Jan 31st 1945.

.....
N I S I A U D I T
Filed Jan 30th 1945.

N I S I R A T I C A T I O N O F A U D I T

Ella Mae Dodd

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY,

Howard N. Reamer, et al.

IN EQUITY.

Cause No. 3400

ORDERED, This 30th day of January in the year nineteen hundred and forty five, that the Report and Account filed in these proceeding by Charles E. Tucker Special, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of February, 1945; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of February, 1945, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk

Filed January 30, 1945.

ADVERTISEM^{ENT} OF ORDER NISI ON AUDIT
Filed Feb 24, 1945.

NISI RATIFICATION OF AUDIT

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

Cause No. 3400

Ella Mae Dodd vs. Howard N. Reamer, et al.

ORDERED, This 30th day of January in the year nineteen hundred and forty-five, that the Report and Account filed in these proceeding by Charles E. Tucker, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of February, 1945; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of February, 1945, in some newspaper printed and published in Queen Anne's County.

True Copy
Test: A. SYDNEY GADD JR. Clerk
A. SYDNEY GADD JR. Clerk

Filed January 30, 1945.

THE QUEENSTOWN NEWS

Queenstown, Md. Feb 23, 1945.

THE QUEENSTOWN NEWS, trading as a co-partnership between Michael W. Aker and George J. Steinfeld, do hereby certify that the Nisi Ratification of Audit in the case of Ella Mae Dodd vs. Howard N. Reamer, et al Cause No. 3400 a true copy of which is annexed hereto, was published in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 17th day of Feb 1945, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 2nd day of Feb. 1945.

THE QUEENSTOWN NEWS
By George J. Steinfeld

Filed Feb 24, 1945.

CERTIFICATE OF PAYMENT OF COSTS

CLERK'S CERTIFICATE

Ella Mae Dodd)
vs.) In the Circuit Court for
Howard N. Reamer et al.) Queen Anne's County, in Equity.
Chancery No. 3400

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 26 day of February 1945, have been paid in accordance with the requirements of Section 26 of Article 17 of the Code of Public General Laws.

Seals In Testimony Whereof I have hereunto subscribed my name and affix
Place. the Seal of the Circuit Court for Queen Anne's County on this
day of 26th in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk of Court.

ORDER OF COURT RATIFYING AUDIT
Filed Feb 26, 1945.

CAUSE NUMBER 3400

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

Ella Mae Dodd versus Howard N. Reamer.

Ordered, this 26th day of February 1945, by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing Report and Account of Charles E. Tucker as Special Auditor be and the same is hereby finally ratified and confirmed, except as to the item hereinafter mentioned and disallowed, no cause to the contrary thereof having been shown although it appears that notice has been given in accordance with the order nisi heretofore passed in this cause in the relation to said report and account, and Madison Brown and J. Harry Cross, the trustees named in said account, be and they are hereby directed to apply the proceeds of the trust estate charged to them in said account in accordance with said report and account, except as to the item of \$9.72 in said account, distributed unto the Register of Wills of Queen Anne's County, as the amount of the Collateral Inheritance Tax due by Ella Mae Dodd and Howard N. Reamer to the State of Maryland on the amount they receive out of the proceeds of the Trust Estate of this cause as heirs at law of J. Otis Reamer, deceased.

This item of \$9.72 is dis-allowed for the reason that the amount of money passing to Ella Mae Dodd and Howard N. Reamer herein, at the heirs at law of J. Otis Reamer, is less than the sum of \$150.00, and therefore is not subject to the collateral inheritance tax mentioned.

And it is further ordered by this court that Madison Brown and J. Harry Cross, said trustees, are hereby directed to apply said sum of \$9.72 to Ella Mae Dodd and Howard N. Reamer in equal parts instead of paying the same to the Register of Wills.

WM. R. HORNEY
Judge.

Filed Feb 26, 1945.

C A U S E N U M B E R N O. 900

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 this Seventeenth day of March in the year Eighteen Hundred and Eighty Eight, the following Bond was brought to be recorded, to wit:

Know all men by these Presents, that We, A. Randolph Weedon, William H. Cecil and G. Clint Roberts, of Queen Annes County, State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Twelve Thousand Dollars current money, to be paid to the said State of Maryland or its certain Attorney to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally firmly by these presents, Sealed with our seals and dated this Seventeenth day of March, Eighteen hundred and eighty eight .

Whereas by a Deed bearing date the 10th day of March in the year 1888 from John Cray, and recorded in Liber W.D. No. 1, folios 281 &c., a Land Record Book for Queen Anne's County aforesaid, to the above bound A. Randolph Weedon; certain Real Estate and personal property therein mentioned and described were conveyed to the said A. Randolph Weedon, in trust, for the benefit of the creditors of said John Cray, and to be sold and the proceeds applied as in said Deed fully set forth .

Now the Condition of the above obligation is such, that if the above bound A. Randolph Weedon do and shall, well and faithfully perform the trust reposed in him by the aforesaid deed, 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 remain in full force and virtue in law.

Signed, sealed and delivered in the presence of	A. RANDOLPH WEEDON (SEAL)
	W . H. CECIL (SEAL)
JOSEPH P. BRYAN	G. CLINT ROBERTS (SEAL)

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

Security approved and Bond filed March 17, 1888

WM DEVER, Clerk
Circuit Court for Queen Anne's County.

.....
COPY OF DEED OF TRUST
Filed March 17 , 1888

Queen Anne's County, to wit: Be it remembered that on this Seventeenth day March in the year Eighteen hundred and eighty eight, the following Deed of Trust was brought to be recorded, to wit:

This Deed of Trust, made this Tenth day of March in the year One Thousand eight hundred and eighty eight, by me John Cray, of Queen Anne's County, in the State of Maryland, Witnesseth: Whereas the said John Cray owes dievers debts which he is unable to pay in full, and is desivous to provide for the payment of the same, as far as in his power by an assignment and conveyance of all his property, and to accomplish this desire oth execute these presents.

Now therefore, in consideration of the premises and of the sum of one dollar I the said John Cray, do hereby grant bargain, sell, assign, transfer and set over unto A. Randolph Weedon of said County and State, his heirs, executors administrators and assigns, all the lands, tenements, hereditaments and appurtenances good, chattels, property and effects of every description of the said John Cray whenever the same may be, more particularly described as follows, to wit: The Farm or tract of land known as a part of "Kant Point" situated between "Kent Point" and "Kent Fort Manor" on Kent Island, County and State aforesaid, on which the said John Cray at present resides, containing one hundred and seventy five acres of land, more or less; Also all that House and lot of land situate in Queenstown on the South west side of the public road leading through said town to Wye Mills known as the Blacksmith Shops which was conveyed to the said John Cray by W.J. Price, Executor of P.N. Porter, deceased, by deed recorded in Liber S.C.D. No. 8. folios 550 & 551 a Land Record Book for Queen Anne's County, together with all the personal property of every kind and description belonging to the said John Cray wherever the same may be found, consisting of horses cattle and farming instruments & c.,

To have and to hold the same and every part thereof, in trust for the uses and purposes following-

- 1st To take possession of the said property, and to sell and dispose of the same with all reasonable diligence, either at public or private sale and for the best prices that can be obtained therefor, and to convert the same into money; and with and out of the proceeds of such sales.
- 2nd. To pay and discharge all the just and reasonable expenses, costs and charges of carrying into effect the trust hereby created, including a commission of eight per cent of the gross proceeds of sales to the said A. R. Weedon for his services in executing the said trust.

3rd To pay all mortgages, judgments, executions, liens and encumbrances up on the aforesaid property according to the legal preference and priority of such Mortgages, judgments, executions, liens, and encumbrances.

4" To pay and discharge in full if the residue of said proceeds be sufficient for that purpose all the debts and liabilities now due or to become due from the said John Cray , and if the residue of the said proceeds of sales shall not be sufficient to pay the said debts and liabilities in full then to apply the same so far as they will extend to the payment of the said debts and liabilities proportionally to their respective amounts, And if after payment of all costs, charges and expenses attending the execution of the said trust, and the payment of all the lawful debts owing by the said John Cray, there shall be any surplus of the said proceeds remaining in the hands of the said A. Randolph Weedon then, lastly to pay such surplus to the said John Cray his executors, administrators or assigns.

Witness my hand and seal.

Test: JOHN O. PHILLIPS. JOHN CRAY (SEAL)

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

I hereby certify that on this 10" day of March in the year Eighteen hundred and eighty eight, before the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County personally appeared John Cray and did acknowledge the foregoing Deed of Trust to be his act.

JOHN O. PHILLIPS. J.P.

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

I hereby certify that the foregoing is truly taken and copied from Liber W.D. No. 1, folios 281 and 282 , a Land Record Book for Queen Anne's County.

Seals Place In Testimony Whereof I hereunto subscribe my name, and affix the Seal of the Circuit Court for Queen Anne's County this 17" day of March A.D. 1888.

\$1.05 WM. DEVER, Clerk

REPORT OF SALE
Filed January 11, 1890

In The Matter of the Trust Estate
of John Cray

In the Circuit Court for
Queen Annes County
in Equity.

N O. _____

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

The Report of A. Randolph Weedon, Trustee, under and by
virtue of a Deed of Trust, from John Cray, to make sale of certain real and
personal estate, therein mentioned shows.

That after giving bond with security, for the faithful discharge of his duty, as required by law, and giving notice of the time, place manner and terms of sale, by advertisement, in the Centreville Observer a newspaper published at Centreville, Queen Annes County, Maryland, for three successive weeks, before the day of sale , and by handbills circulated throughout said County, he did pursuant to said notice attend, on the premises, at the house where John W. Stafford now resides on Kent Island, in said County and State. on Thursday the twenty sixth day of July, in the year Eighteen hundred and eighty-eight, at 3 O'Clock P.M. and then and there proceeded to sell said Real and Personal Estate as follows, to wit:

In the first place your Trustee offered at Public Sale to the highest bidder the following personal property and sold the same to the persons herewith returned as purchasers, they being then and there the highest bidders therefor at and for the the following amounts to wit:

PURCHASERS	ARTICLES	PRICE
R. R. Kelley	Plow Gear No. 1	.10¢
" " "	" " " 2	10
" " "	" " " 3	20
" " "	" " " 4	35

" " "	1 Leather Collar No 2 .	10
" " "	1 " " " 3	75
" " "	1 Triple & 1 Swingle tree	10
" " "	1 Mud Shovel	40
" " "	1 Roller	60
	TOTAL	<u>\$2.70</u>
Chas E. Cockey	1 Lot of Barbed wire	20
" " "	Harness & cart saddle	10
	TOTAL:	<u>.30</u>
Thos H. Palmer	1 Yoke & Oil -can & jug	.05
" " "	2 Jugs	.05
" " "	1 Cow "Kate"	20.25
	TOTAL	<u>\$ 20.35</u>
Frank B. Legg	1 Bramble hook & hoe	.25
James Courtney Col.	1 Cultivator No. 1	2.00
" " "	1 Old Carriage & harness	1.00
	TOTAL	<u>\$ 3.00</u>
Wm. E. Hazelton Co.	1 Leather Collar	.10
" " " "	1 Grind Stone	.20
" " " "	Cultivator No. 1 (old)	.75
" " " "	Advanced Chill Plow	3.00
" " " "	Ox Cart	3.00
	TOTAL	<u>7.05</u>
W. C. Legg	1 Lot Chairs	.10
" " "	1 Pump	.55
" " "	Cultivator No. 2	.40
" " "	1 Grub Hoe	.10
" " "	1 Spade No. 2	10
	TOTAL	<u>\$ 1.25</u>
E. M. LEGG	1 Double & swingle tree	30
" " "	1 New Ground Plow	50
" " "	1 Plow & handles	25
" " "	1 Wheat Drill	6.50
	TOTAL	<u>\$ 7.55</u>
Henry C. Jones	2 Pitch forks No. 1 & 2	15
" " "	1 Spade No. 1	47
	TOTAL	<u>62</u>
A.C. Lowery	1 Square Drag	4.25
H. A. PALMER JR.	1 Self Binder (Dewing)	21.00
John Roe	1 Dearborn	1.75
Jas F. Cray	1 Spotted Heifer	20.00
Thos Eddinfield	1 Horse Tobe	25.00
" " "	1 Black Horse	129.25
	TOTAL	<u>154.25</u>
H. R. Weedon	1 Horse "Tom "	75.00
Walter Wright	1 Black mare	40.00
Chas M. Legg	1 Grub hoe No. 3	10
" " "	1 Grain Shovel	25
" " "	1 Cow "Anna"	18.00
	TOTAL	<u>\$ 18.35</u>

making the total amount of Sales of personal property Three Hundred, seventy - seven dollars and sixty-two cents. And your Trustee further reports that all of the aforesaid purchasers have not yet fully complied with the terms of sale.

In the next place your Trustee offered at public sale to the highest bidder. All that farm or tract of land known as a part of "Kent Point" containing One Hundred and eighty-seven acres, two roods and thirteen perches of land, more or less, and received as a bid there for the sum of Fifteen Dollars per acre which he deemed inadequate and far below the value thereof, and therefor did not sell the same.

And your Trustee further reports that after giving notice of the time, place, manner and terms of sale by advertisement in the Centreville Observer the aforesaid newspaper, for three successive weeks before the day of sale and by hands bills circulated throughout said County, he did pursuant to said notice, again attend on the premises, where John W. Stafford now resides on Kent Island, County and State aforesaid, on Thursday the eighth day of August, in the year Eighteen hundred and eighty-nine, and again offered, at public sale to the highest bidder, the aforesaid farm or tract of land, containing One hundred and seventy-seven acres two roods and thirteen perches of land more or less, and sold the same to one Henry C. Legg, through one Henry A. Palmer Jr. he being then and there the highest bidder therefor, at and for the sum of Twenty Dollars and acre, aggregating in full the sum of Three Thousand seven Hundred & Sixty one Dollars and said Henry C. Legg has not yet fully complied with the terms of sale. And your Trustee further reports that after giving notice as aforesaid, of the time, place, manner and terms of sale, he did pursuant to said notice attend on the premises, now occupied by William S. Delahay; and offered at public sale to the highest bidder, the wheelwright and blacksmith shops, situate in Queenstown, county and state aforesaid, and sold the same to the said William S. Delahay, he being their and there the highest bidder therefor, at and for the sum of Three Hundred and sixty-five dollars. And the said William S. Delahay has not yet fully complied with the terms of sale.

Your Trustee also reports that at the time he advertised said property, he also gave notice to the creditors of the said John Cray to file their claims duly proven, with the Clerk of the Circuit Court for Queen Annes County

aforesaid, within Four months from the date of the first publication of said notice

RECAPITULATION

Amt of Sales of Personal Property		\$ 377.62
" " " " Farm	\$ 3761	
" " " " Blacksmith & Wheeler Shops	375	
" " " " Real Estate	4136	4136.00
Total Amount of Sales		\$ 4513.62

All of which is respectfully submitted,

A. RENOLPH WEEDON
Trustee.

.....
CERTIFICATE OF ADVERTISEMENT OF SALE
Filed January 11, 1890

TRUSTEE'S SALE
OF
A VALUABLE FARM AND PERSONAL
PROPERTY ON KENT ISLAND,
QUEEN ANNE'S COUNTY, M D.

The undersigned by virtue of a power of sale contained in a Deed of Trust from John Cray to A. Randolph Weedon, dated the 10th day of March, 1888, will sell at public sale on the premises, at the house where the said John Cray now resides, on THURSDAY, JULY 26th, 1888, between 2 and 3 O'clock P.M., ALL THAT VALUABLE FARM known as a part of "KENT POINT", situate between "Kent Point" and "Kent Fort Manor", containing 175 ACRES OF LAND, MORE OR LESS.

The improvements consist of a New Dwelling House and all the outbuildings are new; also a new tenant house.

There are 1,500 select peach trees on this farm- 1,000 three years old and 500 two years old- in a healthy and thriving condition.

This is a valuable farm, well situated on the Eastern Bay with at least one-half mile water front. Fish, oysters and wild game abound in their season. The land is productive, the location healthy and splendid water. Most of the farm is arable and the buildings are all new.

TERMS OF SALE --- \$500 cash on day of sale, and the remainder in three equal instalments of 1, 2 and 3 years, with interest from January 1, 1889, on note, secured to the satisfaction of the undersigned. Further particulars made known on the day of sale.

C.S. JUMP, Auct. A. RANDOLPH WEEDON,
Trustee

Immediately after the sale of the above Real Estate the following Personal Property will be sold:

THE GROWING CROP OF CORN ON SAID FARM.
FOUR HORSES, ONE COW, 3 HEIFERS, 1 YOKE OF OXEN, 1 WAGON
AND HARNESS ONE CARRIAGE AND HARNESS, ONE SELF-BINDER and a lot of Farming Imple-
ments, all of which property is in good order.

TERMS OF SALE . - All sums under \$10 cash; on all sums over that amount a credit of Six Months will be allowed, on note payable in bank, with interest from day of sale, secured to the satisfaction of the undersigned.

A. RANDOLPH WEEDON,
Trustee.

NOTICE. The creditors of John Cray are hereby notified to file their claims duly proven, with the clerk of the Circuit Court for Queen Anne's County within Four months from the date of the first publication of this notice.

A. RANDOLPH WEEDON ,
Trustee.

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 Twenty-fourth day of July 1889.

BUSTEED & ROBERTS BRO

.....
CERTIFICATE OF ADVERTISEMENT OF SALE
Filed January 11, 1890.

TRUSTEES' SALE VALUABLE FARM ON
KENT ISLAND AND BLACKSMITH & WHEELWRIGHT SHOPS
IN QUEENSTOWN, QUEEN ANNE'S COUNTY, Md.

The undersigned, by virtue of a power of sale, contained in a Deed of Trust from John Cray to A. Randolph Weedon, dated the 10th day of March, 1889, will sell at public sale in front of the dwelling house on the premises THURSDAY, AUGUST 8, 1889, at 4 o'clock P.M.

ALL THAT VALUABLE FARM known as a part of Kent Point, called CHAW'S GARDEN situate between Kent Point and Kent Fort Manor, containing 187 ACRES, 2 ROADS AND 13 PERCHES OF LAND more or less, The improvements consist of a New Dwelling House and all the outbuildings are new, also NEW TENEMENT HOUSE .

There are about 1,500 select Peach Trees on the Farm, 1,000 of which are four years old and 500 three years old, in a healthy and thriving condition.

This is a valuable and productive farm, situate on the Eastern Bay, with at least one-half mile water front, divided into four fields. Fish, oysters and wild game abound in their season. This land is productive and the location healthy. Most of the farm is arable. The buildings and fencing are all new.

TERMS OF SALE FOR THE FARM- Two Thousand Dollars cash on the day of sale, and the remainder in three equal installments of one, two and three years, secured to the satisfaction of the undersigned, Trustees with interest from day of sale.

This farm adjoins the land of Wm. P. Tanner, Esq., and others, and is now occupied by John W. Stafford as tenant, who will take pleasure in showing any person desiring to purchase the premises.

And on the following Saturday, to wit:

SATURDAY, AUGUST 10th, 1889, at 4 o'clock P.M., the undersigned, as Trustee, will offer for sale, on the premises, in Queenstown, now occupied by Wm. Dillahay, Esq., as tenant, THE LOT purchased by the said John Cray of Wm. J. Price executor of Nathan P. Porter, deceased. The lot contains about ONE-EIGHTH OF AN ACRE OF LAND, more or less, and is improved by a BLACKSMITH & WHEELWRIGHT SHOP,

TERMS OF SALE - \$100 cash, and the balance in three equal installments of one, two and three years, with interest from day of sale, secured to the satisfaction of the undersigned Trustee. Further particulars made known on the day of sale.

C. S. JUMP, Auctioneer.

A. RANDOLPH WEEDON,
Trustee.

NOTICE.- The creditors of John Cray are hereby notified to file their claims, fully proven, with the Clerk of the Circuit Court for Queen Anne's County within four months from the date of the first publication of this notice.

July - 16 ts.

A. RANDOLPH WEEDON ,
Trustee.

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 Sixth day of August 1889.

BUSTEED, ROBERTS & BRO.
Publishers

.....
COPY OF NISI OF SALE
Filed January 11, 1890

In the Matter of the Trust
Estate of John Cray

In the Circuit Court for
Queen Anne's County,
in Equity.
No. 900 Chancery.

ORDERED, on this 11th day of January 1890 that the Sales of the real estate and personal property of John Cray, Made and reported to the Circuit Court for Queen Anne's County in Equity, by A. Randolph Weedon, Trustee under a deed of trust be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of March next (1890); provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County aforesaid once in each of three successive weeks before the 12th day of February next (1890).

The report states the amount of sales to be \$4513.62.

WM. DEVER, Clerk

.....
ORDER NISI
Filed August 6, 1890.

ORDER NISI

IN THE MATTER OF THE TRUST ESTATE OF JOHN CRAY

In the Circuit Court for Queen Anne's County, In Equity No. 900 Chancery.

ORDERED, this 11th day of January, 1890, that the sales of

the real estate and personal property of John Cray, made and reported to the Circuit Court for Queen Anne's County, in equity, by A. Randolph Weedon, Trustee, under a deed of trust, be ratified and confirmed, unless cause to the contrary thereof be shown on or before 12th day of March next (1890); provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County aforesaid, once in each of three successive weeks before the 12th day of February next, (1890).

The report states the amount of sales to be \$4513.60.

True Copy Test: WM. DEVER Clerk
WM. DEVER Clerk
Jan 14 - t 4

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 Four successive weeks before the twelfth day of February 1890.

ROBERTS, PRICE & ROBERTS

FINAL RATIFICATION OF REPORT OF SALE
Filed November 14, 1890.

In the Matter of the Trust
Estate of John Cray

In the Circuit Court for
Queen Anne's County, in Equity.
No. 900.

ORDERED this 14th day of November 1890 that sales reported by A. R. Weedon, Trustee, in the above cause, and the same are hereby ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as directed by the proceeding, order. The Trustee is allowed the commissions provided for in deed of trust and expense not personal on filing the proper vouchers with the Auditor.

FREDERICK STUMP

1st AUDIT TO AUDITOR REPORT AND ACCOUNT
ACCOUNT "A".
Filed October 28, 1891.

IN THE MATTER OF THE TRUST ESTATE : IN THE CIRCUIT COURT FOR
OF JOHN CRAY : QUEEN ANNE'S COUNTY, IN EQUITY.
: NO. 900

To the Honorable Judges of said Court.

The Report of Albert T. Emory, Auditor, shows, that in stating the within account A he has charged the Trustee with gross sales of Real Estate and personal property per their Report, and also with one half of wheat sold July 16/88 and one half of wheat sold Sept 4, 1889, and allowed him for his commissions, per deed of Trust, advertising costs, taxes for 1886, 1887, 88 and 89, auctioneer's fee, surveyors bill, hands wages, and other expenses, court costs and your Auditor's fee. He then awarded proceeds of Real Estate, less a due proportion of above costs to Judgments and Mortgages according to their legal priority, being Claims to No. 1, to No. 5, inclusive, the 1st being paid in part; He then awarded sales of personal property, less a due proportion of above costs, to claim No. 6, in part payment of balance due thereon, there being dividend out of personal estate of Jas. F. Cray as a credit thereon (claim No. 9 in Jas. F. Crays audit) being Judgment and Execution, and first levy on said personal property.

He then awarded sales of wheat sold July 16, 1888, being one half of crop, less a due proportion of above costs, first claims No. 8 & 7 claim No. 7, being 1st Execution & levy on said wheat, and the balance of said sales of wheat he awarded pro rate to claims No. 9 to No. 13 inclusive at rate of 52 hundredths per cent, being executions issued the same day and levied on said wheat.

He then awarded sales of wheat sold Sept 4, 1889, being 1/2 of wheat crop pitched by tenant of Trustee, less a due proportion of above costs, pro rata to claims No. 14 to No. 42 inclusive at rate of 362/100 per cents. This Audit is made at the suggestion of the Trustee.

RESPECTFULLY SUBMITTED,

ALBERT T. EMORY
Auditor.

DR. THE PROCEEDS OF THE REAL ESTATE AND PERSONAL PROPERTY OF JOHN CRAY.

1889 IN ACCOUNT WITH A. R. WEEDON, TRUSTEE CR.

Aug 8	To A. R. Weedon, Trustees for Coms.	\$399.69	1889 Aug 8	By Sales of Real Estate	4126.00
	" Wm. Dever, Clérk, for recordg. Deed	1.50		By " " Personal property	377.62
	" Roberts & Smith for Advertising	21.25		" " " ½ Wheat July 16/88	234.41
	" Busted, Roberts & Bro. "	25.00		" " " ½ " Sept 4/89	258.14
	" " " " " "	7.50			496.17
	" " " " " "	1.00			
	" " " " " "	24.00			
	" W.J. Blunt taxes for 1886	5.51			
	" James Hokins " " "	48.50			
	" W. J. Blunt " " 1887	4.00			
	" James Denney " " "	41.60			
	" Wm C. Legg " " 1888	41.25			
	" James E. Marshall " " "	3.67			
	" Wm . C. Legg " " 1889	40.50			
	" James E. Marshall " " "	3.59			
	" John W. Tarman, Fertilizer	85.05			
	" C.S. Jump Auctioneer	7.00			
	" " " " " "	15.00			
	" B. S. Elliott , Surveyor	12.00			
	" Chain Carriers	2.00			
	" John Cray for hands on farm	50.00			
	" " " " " " "	25.00			
	" Chas N. Porter for Bill of Jas Meyers & Co.	31.20			
	" C. F. Stafford for seed wheat	44.00			
	" C. W. Porter for Expenses	25.98			
	" Wm. Dever, Clerk	19.95			
	" A. T. EMORY, Auditor	27.00			
	" J. W. Stafford for Husking Corn	15.00			
To this Balance		3968.43			
		4996.17			4996.17

No. 1	To Feddeman & Clark ½ Conts vs T. R. Cray	\$ 3.75	By Sales of Real Estate	4126.00
2	" R.J. Reynolds Mortg	1494.73	Less proportion of Costs	848.74
3	" A.R. Weedon "	1408.42		3277.26
4	" Robt G. Harrison Judgmt.	192.13		
5	" Parks & Co this Balance in part Payment of Judgment	178.23		
		3277.26		3277.26

No. 6	To A. R. Weedon & B.P. Keating, in payment of Balance on Judgmt being 1" Fifa & Levey on said per prop.	299.94	By Sale of personal property Less proportion of costs	377.62
				77.68
				\$ 299.94

No. 7	To F.C. Benton & B.P.Keating, admins. of J.C. Benton, Judgmt & fifa	\$ 55.70	By Sales of ½ Wheat July 16/88	234.41
8	" L.H. Lee & Bro, use A.R.Weedon	120.64	Less prportion of costs	48.22
9	" The Centreville Nat Bank	153.56		\$186.19
10	" " " " "	304.68		
11	" Price & Busted	385.73		
12	" Feddeman & Clark use J. M. Rhodes	754.11		
13	" Geo F. Sloan & Bro	279.06		
		\$1877.14	\$18 6.19	\$ 186.19

ALBERT T. EMORY
AUDITOR.

	CLAIMS	DIVIDENDS		
No.14	A.R. Weedon & B.P.Keating	444.51	16.09	By Sales of Wheat
15	The Cent Nat Bank of Md	152.76	5.51	Sept 4" 1889
16	" " " " "	303.09	10.96	Less proportion of costs
17	Price & Busted	383.70	13.87	258.14
18	Feddeman & Clark use J.M. Rhodes	750.14	27.14	53.10
19	Geo F. Sloan & Bro	277.60	10.03	205.04
20	Centreville Bank use J.E.H.Lewis	132.47	4.79	
21	" " " "	190.63	6.88	
22	Chas B. Downes	254.88	9.21	
23	Geo E. Calloway	109.94	3.97	
24	Ida G. Boyd	150.59	5.44	
25	J. B. Bright	373.24	13.50	
26	Geo E. Calloway	51.21	1.84	
27	" " "	87.64	3.16	
28	" " "	87.64	3.16	
29	James B. Bright	149.93	5.42	
30	Geo E. Calloway,	109.28	3.94	
31	Mansfield Machine Co.	287.32	10.40	
32	Chas E. Steward & Co	69.15	2.50	
33	" " "	68.84	2.49	
34	Workingmens Pr B&L.APO	173.61	6.27	
35	" " "	577.41	20.90	
36	C.& G. COOPER & Co	197.47	7.13	
37	Emma Clark	109.60	3.95	

No. 38	Davidson & Co.	13.58	.48	
" 39	A. R. Weedon	71.45	2.57	
" 40	" "	47.84	1.72	
" 41	" "	36.48	1.32	
" 42	" "	11.50	.40	
		5673.50	205.04	205.04

ALBERT T. EMORY
Auditor.

.....
2nd AUDIT B Audits Report
and Account ACCOUNT "B"
Filed October 28, 1891

In the Matter of the Trust Estate) In the Circuit Court for
of John Cray) Queen Anne's County in
" ") Equity.
" ") No. 900

The Honorable Judges of said Court:-

The Report of A. T. Emory, Auditor, shows that in stating the within "Account B" he has charged the Trustee with Gross sales of Real Estate and personal property per his report, and also with wheat sold July 16" 1888, and also with wheat sold Sept 4" 1889. And allowed him for his commissions per Deed of Trust, advertising costs, taxes for 1886, 1887, 1888 and 1889, Auctioneers fee, Surveyors bill, hands wages, and other expenses Court Costs and your Auditors fee. He then awarded proceeds of Real Estate, less a due proportion of above costs, to Judgments and Mortgages, according to their legal priority, being Claims No. 1, to No. 5, inclusive, the last being paid in part; He then awarded sales of personal property, less due proportion of above costs, to claim No. 6, in part payment of balance due thereon, there being dividend out of personal estate of James F. Cray as a credit thereon. (Claim No. 9, in Jas F. Cray Audit) being Judgment and Execution and first levy on said personal property. He then awarded sales of wheat sold July 16" 1888, less a due proportion of above costs, first, to claims No. 7 and No. 8, the being first Execution and levies on said wheat, and the balance of said sales of wheat he awarded pro rata to claims No. 9 to No. 13, inclusive, at rate of 10 59/100 per cent, being executions issued the same day and levied on said wheat.

He then awarded Sales of wheat sold Sept 4" 1889, being one half of Wheat Crop pitched by tenant of Trustee, less a due proportion of above costs, pro rate to claims No. 14 to No. 42 inclusive at rate of 3 77/100 per cent.

The difference between this "Account B" and "Account A" is that the Trustee is charged with the whole of the crop sold July 16" 1888; there being executions and levies thereon prior to the Deed of Trust; Whereas he is charged in "Account A with one half of said Crop. This audit is my own and I approve of it.

Respectfully submitted,

ALBERT T. EMORY
Auditor

THE PROCEEDS OF THE REAL ESTATE & PERSONAL PROPERTY OF JOHN CRAY
DR. IN ACCOUNT WITH A. R. WEEDON, TRUSTEE CR.
1889

Aug 8	To A. R. Weedon, Trustee for coms	\$418.44	
"	Wm. Dever, Clerk for Recordg. Del	1.50	
"	Roberts & Smith for Advertising	21.25	
"	Busteed, Roberts & Bro. "	25.00	
"	" " " "	7.50	
"	" " " "	1.00	
"	" " " "	24.00	
"	W.J. Blunt, taxes for 1886	5.51	
"	James Hopkins " " "	48.50	
"	Wm. J. Blunt " " "	4.00	
"	James Denny " " "	41.60	
"	Wm. C. Legg " " "	41.25	
"	James E. Marshall " "	3.67	
"	Wm. C. Legg " 1189	40.50	
"	James E. Marshall " "	3.59	
"	John W. Terman, Fertilizer	85.05	
"	C.S. Jump, Auctioneer	7.00	
"	" " "	15.00	
"	B.S. Elliott, Surveyor	12.00	
"	Chain Carriers	2.00	
"	John Cray for Hands on farm	50.00	
"	" " " " "	25.00	
"	Chas N. Porter for Bill of Jas Meyers & C.	31.20	
"	C. F. Stafford for seed wheat	44.00	
"	C.W. Porter for Expenses	25.98	
"	Wm. Dever, Clerk	19.95	
"	J.W. Stafford for Husking Corn	15.00	
"	A.T. Emory, Auditor	27.00	
"	This Balance	4184.09	
		5230.58	5230.58

No. 1	To Feddeman & Clash $\frac{1}{2}$ Costs vs. T.R.Cray	3.75	By Sales of Real Estate \$4126.00
2	" R.J. Reynolds Mortg	1494.73	Less proportion of Costs <u>825.49</u>
3	" A.R. Weedon "	1408.42	3300.51
4	" Robert G. Harrison Judgment	192.13	
5	" Parks & Co this Balance in part payment of Judgment	201.48	
		<u>3300.51</u>	

No. 6.	To A.R.Weedon & B.P.Keating, in part Payment of Balance on Judgment being 1" Fifa & Levy on said Per. Prop	\$302.06	By Sales of personal prop 377.62 Less proportion of costs <u>75.56</u> 302.06
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No. 7	To F.C.Benton & B.P.Keating, Admrs. of J.C.Benton, Judgment & fifa	55.70	By Sales of Wheat July 16/88 468.82
8	" L.H.Lee & Bro use A.R.Weedon	120.64	& Less proportion of Costs <u>93.79</u>
9	" The Centreville Nat Bank	153.56 16.24	\$ 375.03
10	" " " " "	304.68 32.24	
11	" Price & Busted	385.73 40.83	
12	" Feddeman & Clark use J.M. Rhodes	754.11 79.84	
13	" Geo F. Sloan & Bro	279.06 29.54	
		<u>1877.14 375.03</u>	<u>\$375.03</u>

ALBERT T. EMORY
AUDITOR

		CLAIMS DIVIDENDS		
No. 14	To A.R.Weedon & B.P.Keating	442.39	16.66	By Sales of Wheat
" 15	" The Cent.Nat.Bank of Md	137.32	5.17	Sept 4" 1889
" 16	" " " " "	273.44	10.26	Less proportion of costs
" 17	" Price & Busted	344.90	13.00	258.14
" 18	" Feddeman & Clash use J.M. Rhodes	674.27	25.41	<u>51.65</u>
" 19	" Geo G. Sloan & Bro	249.52	9.40	<u>206.49</u>
" 20	" Centreville Bank use J.E.H. Lewis	132.47	4.99	
" 21	" " " " " "	190.63	7.18	
" 22	" Chas B. Downes	254.88	9.60	
" 23	" Geo E. Calloway	109.94	4.14	
" 24	" Ida G. Boyd	150.59	5.67	
" 25	" J.B. Bright	373.24	14.06	
" 26	" Geo E. Calloway	51.21	1.92	
" 27	" " " "	87.64	3.30	
" 28	" " " "	87.64	3.30	
" 29	" James B. Bright	149.93	5.65	
" 30	" Geo E. Calloway	109.28	4.11	
" 31	" Mansfield Machine Co	287.32	10.83	
" 32	" Chas. W. Steward & Co	69.15	2.60	
" 33	" " " " "	68.84	2.59	
" 34	" Workingmens Prin Bldg. Asso.	173.61	6.54	
" 35	" " " " "	577.41	21.76	
" 36	" C. & G. Cooper & Co.	197.47	7.44	
" 37	" Emma Clark	109.60	4.12	
" 38	" Davidson & Co.	13.58	.50	
" 39	" A.R.Weedon	71.45	2.69	
" 40	" " " "	47.84	1.80	
" 41	" " " "	36.48	1.37	
" 42	" " " "	11.50	.43	
		<u>5482.54</u>	<u>206.49</u>	\$ 206.49

ALBERT T. EMORY
Auditor.

ORDER OF COURT.
Filed January 31, 1895.

ORDERED this 31st day of January 1895 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 within and aforegoing Account B and accompanying Report of the Auditor be and the same are hereby finally ratified and confirmed, and the Trustee is directed to apply the proceeds accordingly with a due proportion of interest to the commissions and claims as the same has been & may be received, and it is further ordered the Report and Account A, filed in this cause be and the same are hereby rejected and disallowed.

Filed January 31, 1895.

FREDERICK STUMP

Eliza P. Clark) Cause No. 1417
 Mortgagee)
 vs.)
 Thomas Hill)
 Mortgagor.)
)
) Proceedings brought forward from Liber W.H.C.
) No. 2, folio 195 A Judgment Extenso Record
) Book for Queen Anne's County.

.....
 PETITION SUBSTITUTING WM. C. TUCKER
 & J. THOMAS HOLLAND AS PURCHASERS

Eliza P. Clark, Mortgagee) In the Circuit Court for Queen
 vs.) Anne's County, in Equity .
 Thomas Hill and wife, Mortgagors) No. 1417.

To the Honorable, the Judges of said Court:-

Your petitioner Edwin H. Brown surviving attorney petitioning
 says:-

1st. That his co-attorney and quasi-trustee John B. Brown has departed this
 lifesince the sale in this cause.

2nd That Melissa M. E. Buss, the original purchaser, being unable to pay for the
 property sold her in this cause, she has since sold the same to William C. Tucker
 and J. Thomas Holland as tenants in common in fee at and for the sum of Two thousand
 dollars, to be paid to your petitioner as said surviving attorney, who is to pay
 the same to said Eliza P. Clark to whom the wole balance of said purchase money
 belongs, she as your petitioner is advised is willing to receive the same in full
 discharge thereof.

3rd. And she said Melissa M. E. Buss, has conveyed, in pursuance of said sale, all
 her right, title, interest and estate in said property to them and has agreed and
 consented that they be substituted as purchasers of said property as will fully
 appear in certified copy of deed executed by her and her husband to them filed as
 a part of this petition marked "Exhibit Buss No. 1 ".

Your petitioner therefore prays that he as said surviving
 attorney be authorized to make conveyance of said property to said William C.
 Tucker and J. Thomas Holland as tenants in common in fee on payment of said sum
 of two thousand dollars, they being hereby substituted purchasers of said property
 sold in this cause in the place instead of said Melissa M. E. Buss the original
 purchaser as aforesaid.

EDWIN H. BROWN
 Surviving Attorney.

.....
 EXHIBIT BUSS NO. 1
 Filed July 31, 1905

Queen Annes County, to wit: Be it remembered that on the thirty first day of
 July in the year Nineteen hundred and five the following Deed was brought to be
 recorded, to wit:

This Deed, made this 29th day of July, in the year nineteen
 hundred and five, by Melissa M. E. Buss and George I. Buss, her husband, of Queen
 Anne's County, State of Maryland: Whereas the said Mellissa did purchase the
 hereinafter described property at the sale thereof in the cause in the Circuit
 Court for Queen Anne's County, in Equity, entitled "Eliza P. Clark, Mortgagee
 vs. Thomas Hill and wife, Mortgagors", No. 1417, and being unable to pay for same,
 has since sold the same to William C. Tucker and J. Thomas Holland as tenants in
 common for two thousand dollars, which when paid belongs to Eliza P. Clark, who is
 will to accept same in full of said Original purchase money, and they are to be
 substituted in the place of said Melissa As Purchasers of said property. Now
 Therefore in consideration of the foregoing premises and the sum of one dollar
 the said Melissa M. E. Buss and George I. Buss, her husband, do hereby grant and
 convey unto the said William C. Tucker and J. Thomas Holland as tenants in common
 in fee. All the rights, title, interest and estate of the grantors hereof or
 eithers of them in and to that farm or tract called "Nosby Enlarged" situate in
 said County and fully described in the aforesaid cause containing one hundred and
 forty nine acres and twenty eight perches: and they do hereby agree and consent
 that said grantees shall be substituted in the aforesaid cause as purchasers of
 said property as aforesaid.

Witness their hands and seals.

Test: JNO C. HACKETT

MELISSA M. E. BUSS (SEAL)

GEO J. BUSS (SEAL)

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

I hereby certify that on this 29th day of July, in the year nineteen hundred and five before the subscriber, a Justice of the State of Maryland in and for Queen Anne's County, personally appeared the said Melissa M. E. Buss and George J. Buss, her husband and did each acknowledge the foregoing deed to be their respective act and deed.

JNO C. HACKETT
Justice of the Peace.

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

I hereby that the foregoing is truly taken and copied from Liber J.E.G. No. 8, folio 43 & c., a Land Record Book for Queen Anne's County.

In Testimony Whereof I hereto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 31st day of July, A.D. 1905.
Seals Place.

JNO E. GEORGE, Clerk
Circuit Court for Queen Anne's County.

ORDER OF COURT
Filed July 31, 1905

Ordered this First day of August in the year nineteen hundred and five by James A. Pearce, Chief Judge of the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, that William C. Tucker and John Thomas Holland be and they are hereby substituted as purchasers of the property sold in this cause as tenants in common in fee in place and stead of said Melissa M. E. Buss, the original purchaser, and that Edwin H. Brown, being the survivor of the attorneys making the said sale in this cause, be and he is hereby as such surviving attorney authorized, directed and required to make conveyance of said property to them on the payment of said sum of two thousand dollars as fully and completely as though they had been originally the purchasers of same at said price or sum.

JAMES A. PEARCE

James W. Harrington and Charlotte E.,
his wife.

vs.

James M. Brown, Harris R. Brown,
Hannah Brown, Sarah Brown, Cora
Brown & J. K. Brown

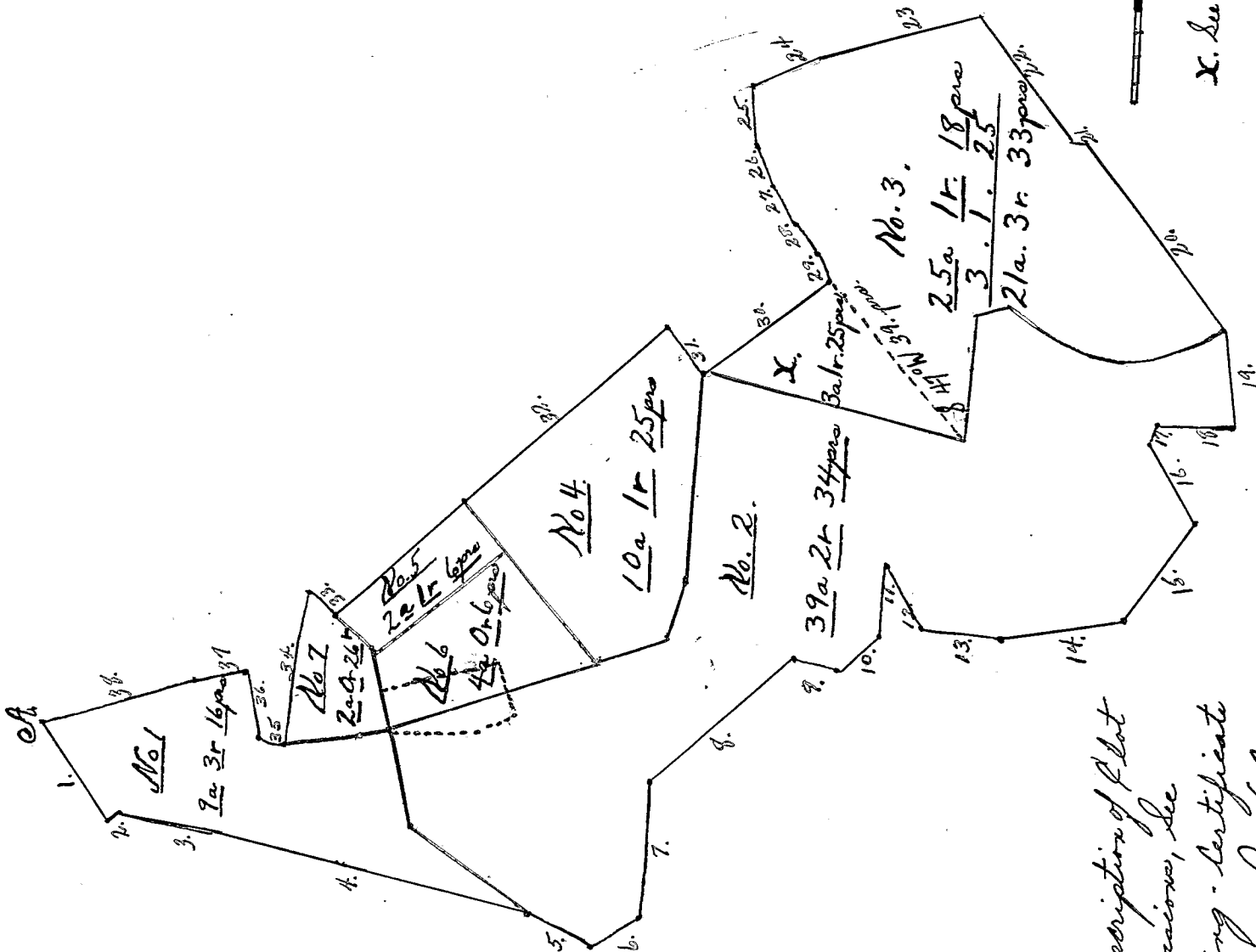
Chancery No. 165

Proceedings brought forward from
Liber J. W. No. 2, folio 540 Judgment
In Extenso Record Book .

Queen Anne's County, to wit: Be it remembered that on the Sixteenth day of March,
in the year Eighteen Hundred and Seventy Four, the following Plat and Certificate
of Survey was brought to be recorded, to wit:

Table of Courses

No.	Bearing	Distance	Bearing	Distance
1.	S. 54° 30' W	21 1/9 pms	N 51° E	44 pms
2.	S. 20° E	3 "	N 17° E	2 "
3.	S. 8° W	26 "	N 51° E	30 1/4 "
4.	S. 13° W	52 "	N 20° W	26 "
5.	S. 28° 30' W	12 7/10 "	N 27° W	18 1/2 "
6.	S. 38° E	11 1/4 "	S. 81° W	10 "
7.	S. 87° 30' E	24 "	S. 70° W	6 "
8.	S. 42° E	32 "	S. 58° W	10 "
9.	South	10 "	S. 45° W	6 "
10.	S. 42° E	12 "	S. 60° W	6 7/10 "
11.	N. 82° E	14 "	N. 40° 30' W	28 "
12.	S. 52° 15' W	15 "	N 47° E	11 1/2 "
13.	S. 4° W	12 "	N 43° 30' W	81 "
14.	S. 10° E	24 "	N 43° E	7 "
15.	S. 55° E	22 "	N 86° W	30 "
16.	N 55° E	16 "	N 8° E	6 1/4 "
17.	S. 74° E	5 "	N 83° E	12 3/4 "
18.	South	14 "	N 10° W	9 "
19.	N 80° E	18 "	N 19° W	30 7/10 "
				3r
				11 pms
				3r
				93 a
				20.
				30.
				60.



X. See note to Certificate

N.B. For description of Plot
and its divisions, see
accompanying Certificate
J. W. J.

James W. Thompson, Surveyor
August 24th 1866.

I hereby certify that I have surveyed for Philemon B. Hopper Esq., Trustee a tract of land at Church Hill including a Mill Seat, known by the name of _____, the property of the heirs of Kirk Brown, and contained within the following metes and bounds, courses and distances to wit: Beginning at a stone at the North corner and running thence South fifty four degrees thirty minutes West twenty one perches and a quarter of a perch, thence South twenty degrees East three perches, thence South eight-degrees West twenty six perches, thence South thirteen degrees West fifty two perches and thence South twenty eight degrees thirty minutes West twelve perches and four tenths of a perch to a stone, thence South thirty eight degrees East eleven perches and a quarter of a perch, thence South eighty seven degrees thirty minutes East twenty four perches thence South forty two degrees East thirty two perches, thence South ten perches, thence South forty two degrees East twelve perches thence North eighty two degrees East fourteen perches, thence South fifty two degrees fifteen minutes, West fifteen perches, thence South four degrees West twelve perches, thence South ten degrees East twenty four perches, thence South fifty five degrees East twenty two perches, thence North fifty five degrees East sixteen perches, thence South seventy four degrees East five perches, thence South fourteen perches thence North eighty degrees East eighteen perches, thence North fifty one degrees East forty four perches, thence North seventeen degrees East two perches and thence North fifty one degrees East thirty perches and a quarter of a perch to the Public Road from Beaver Dams to C. Hill thence with the road North twenty degrees West twenty six perches and North twenty seven degrees West eighteen perches and a half perch, thence South eighty one degrees West ten perches, thence South seventy degrees West six perches, thence South fifty eight degrees West ten perches, thence South forty five degrees West six perches thence South sixty degrees West six perches and seven tenths of a perch, thence North forty degrees thirtyminutes West, twenty eight perches, thence North forty seven degrees East eleven perches and a half perch thence North forty three degrees thirty minutes West eighty one perches, thence North forty three degrees East seven perches, thence North eighty six degrees West thirty perches, thence North eighty degrees East six perches and a quarter of a perch, thence North eighty three degrees East twelve perches and three quarters of a perch, thence North ten degrees West nine perches and thence North nineteen degrees West thirty perches and four tenths of a perch to the beginning, containing ninety three acres, three roods and eleven perches of land.

I then divided the Tract in to seven Lots Nos. 1,2,3,4,5,6, & 7, as follows: No. 1 Comprising the Meadow and a Lot West of the garden begins at the Beginning of the whole tract and runs thence South fifty four degrees thirty minutes West twenty one perches and a quarter of a perch, thence South twenty degrees East three perches, thence South eight degrees West twenty six perches, thence South thirteen degrees West fifty two perches, thence North thirty four degrees forty five minutes East twenty seven perches and seven tenths of a perch, thence North seventy four degrees East eighteen perches, thence North eleven degrees West nineteen perches thence North eight degrees East six perches and a quarter of a perch then ce North eighty three degrees East twelve perches and three quarters of a perch, thence North ten degrees West nine perches, and thence North nineteen degrees West thirty perches and four tenths of a perch is the Beginning, containing nine acres three roods and sixteen perches of land.

No. 2 comprising the Mill Seat begins at the end of the fourth line of the whole tract and also of No. 1, and runs thence South twenty eight-degrees thirty minutes West twelve perches and four tenths of a perch to a stone on the West side of the Public Road thence South thirty eight degrees East eleven perches and a quarter of a perch, thence South eighty seven degrees thirty minutes minutes East twenty four perches, thence South forty two degrees East thirty two perches, thence South ten perches, thence South forty two degrees East twelve perches, thence North eighty two degrees East fourteen perches, thence South fifty two degrees fifteen minutes West fifteen perches, thence South four degrees West twelve perches thence South ten degrees East twenty four perches, thence South fifty five degrees East sixteen perches, thence South seventy four degrees East five perches, thence South fourteen perches, thence North eighty degrees East eighteen perches, thence North thirty two degrees West eight perches, thence North thirteen degrees West ten perches, thence North ten degrees East six perches, thence North twenty nine degrees East eighteen perches, thence North sixteen degrees west seven perches, thence West twenty four perches, thence North thirteen degrees East fifty perches and seven tenths of a perch, thence North eighty seven degrees forty five minutes West thirty eight perches and four tenths of a perch thence North seventy seven degrees West eight perches thence North forty four degrees West ten perches, thence North eighteen degrees thirty minutes West, forty eight perches to the road, thence South seventy four degrees West eighteen perches and thence South thirty four degrees forty five minutes West twenty seven perches and seven tenths of a perch to the Beginning containing thirty nine acres, two roods and thirty four perches of Land.

No. 3 begins at the end of the nineteenth line of the whole tract and runs thence North fifty one degrees East forty four perches thence North seventeen degrees East two perches, thence North fifty one degrees East thirty perches and a quarter of a perch to the Public Road from Beaver Dams to Church Hill, thence with the road North twenty degrees West twenty six perches, and North twenty seven degrees West eighteen perches and a half perch, thence South eighty one degrees West ten perches, thence South seventy degrees West six perches thence South fifty eight degrees West ten perches thence South forty five degrees West six perches, thence South sixty degrees West six perches and seven tenths of a perch, thence North forty degrees thirty minutes West twenty eight perches, thence South thirteen degrees West fifty perches and seven tenths of a perch, thence East twenty four perches, thence South sixteen degrees East seven perches, thence South twenty nine degrees West eighteen perches, thence South ten degrees West six perches, thence South thirteen degrees East ten perches and thence South thirty two degrees East eight perches to the beginning, containing twenty five acres, one rood and eighteen perches of land.

No. 4 begins at the end of the thirtieth line of the whole tract and runs thence North forty seven degrees East eleven perches and a half perch, thence North forty three degrees thirty minutes West fifty perches, thence South fifty degrees West thirty nine perches, thence South eighteen degrees thirty minutes East Eight perches, thence South forty four degrees East ten perches thence South seventy degrees East eight perches and thence South eighty seven degrees forty five minutes East thirty eight perches and four tenths of a perch to the Beginning, containing ten acres, one rood and twenty five perches of land.

No. 5 begins at the end of fifty perches on the thirty second line and runs thence N. 43° 31' perches, thence S. 45° "W. 12 Prs. thence S. 43° 30' E. 30 prs. and thence N. 50° E. 12 prs. to the beginning, containing 2a, 1 r. 6 prs. of land.

No. 6. begins at the end of the second line of No. 5 and runs S. 74° " W. 13 Prs. thence S. 18° 30' E. 40 prs, thence N. 50° E. 27 prs. and thence N. 43° 30' W. 30 prs to the beginning, containing 4 a. or. 6 prs of land

No. 7 begins at the end of the thirty second line of the whole Tract and runs thence N. 43° E 7 prs., thence N. 86° W. 30 Prs. thence S. 11° E 19 prs, thence North 74° E. 13 prs and thence N. 45° E. 12 prs. to the beginning, containing 2 a, o r. 26 prs. of land.

JAMES W. THOMPSON, Surve.
August 24th 1866

Filed March 16, 1874.

PETITION FILED April 6, 1897

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

No. 165

Harrington &c) Plaintiffs
vs)
Brown &c) Defendants

To the Hon. Judges of said Court

The Petition of John B. Brown, Trustee to resell the real estate of Kirk Brown decreed to be sold by this Court and to complete the trust begun by P.B. Hopper, former Trustee, to your Honors respectfully sets forth.

1st. That David Harris who became the Purchaser of said Real Estate at sale made by the said P.B.Hopper sold a small portion thereof described in accompanying Exhibit M.T.G. No. 1 and delivered possession thereof to William H. Gafford.

2nd. That the said William H. Gafford sold the same and delivered possession thereof to Mary T. Gawthrop as per exhibit WHG.No.1. And that Mary T. Gawthrop paid a portion of the purchase money to David Harris and the residue to your Trustee.

3. That all the purposes of said Trust have been accomplished and the same being settled.

4th. That Mary T. Gawthrop sold a part of the land as aforesaid purchased by her to one George Griffin and by an order of this Court passed on the 16th day of December 1875 in this case in answer to a Petition of your Trustee. Your trustee executed acknowledged agreeably to law and delivered to George Griffin a deed conveying to him the portion bought by him of Mary T. Gawthrop.

5. That Mary T. Gawthrop sold the residue of said Lot of Land called "The Mill Flats" and described in accompanying Surveyors Certificate to Thomas H. Green and Benjamin E. Cook, who paid her the purchase money therefor and both died without receiving deeds therefor.

6th. That in a proceeding in this Court, entitled Maria B. Green &c vs Thomas M. Green & others No. 946 Edwin S. Valliant, Trustee, under a decree of this Court for sale, made sale of Thomas H. Green's undivided interest in "The Mill Flats" to one Thomas B. Johns, the sale was reported to this Court and ratified. And Edwin S. Valliant as Trustee, Mary T. Gawthrop uniting therein, has conveyed said interest to the said Thomas B. Johns.

7th. That Benjamin E. Cook dying left a last will duly executed to pass Real Estate, admitted to probate by the Orphans Court for Queen Anne's County and on file and recorded in the Registers office thereof and that by virtue of a Power of Sale therein John B. Brown and Levi Pippin named therein as his Executors and to whom Letters Testamentary have been granted by said Court made sale of Benjamin E. Cook's interest in "The Mill Flats" to one William C. Palmatory of Queen Anne's County and the sale having been reported to the Orphans Court aforesaid, after order "nisi" and due publication thereof has been finally ratified and confirmed, and the said William C. Palmatory has sold said interest to the said Thomas B. Johns.

8th. That William C. Palmatory and wife and the Executors of B.E.Cook aforesaid are about to execute and deliver a Deed of Conveyance of said interest to the said Thomas B. Johns.

9th. That application has been made to your Trustee in No. 165 to complete the title of said property in the said Thomas B. Johns by a Deed executed by him conveying all the right and title interest and estate of all the Parties in No. 165 in said "The Mill Flats" as above described and that Mary T. Gawthrop will unite in conveying title.

Your trustee prays the Court accordingly so do order.

J.B. & E.H. Brown
Attys for Petition

John B. Brown
Trustee

Ordered on this seventh day of April 1897 by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, on the foregoing Petition of John B. Brown, Trustee, that he be and hereby is authorized and empowered to grant and convey, by a Deed to be by him executed and acknowledged agreeably to law, all the right and title interest and estate of all the parties to the aforesaid case No. 165 in and to the Mill Flats as described in accompanying Certificate _____ of Surveyor to Thomas B. Johns of Queen Anne's County of the Substituted Purchaser thereof, so as to complete this title thereto as proposed in said Petition.

Frederick Stump

SURVEYOR'S CERTIFICATE
Filed April 6, 1897

I hereby certify that I have surveyed for Messrs. J.B. Brown and Levi Pippin, Executors of B.S. Cook deceased and Mr. E.S. Valliant, Trustee for the sale of the real estate of Dr. Thomas H. Green, deceased, a tract of land situated in the Second Election District of Queen Anne's County, Maryland lying on the north side of the public road leading from Church Hill to Centreville and is called the "Church Hill Mill Flats", it being a part of No. "1" as represented on the plot of the lands of Kirk Brown deceased and beginning in the center of the Stream called "South East Creek" where said stream crosses the aforesaid public road, and thence with said public road south thirty-six and a quarter degrees West twenty seven and seven tenth perches to a stone, thence North fourteen and a half degrees East, fifty-two perches, thence North nine and a half degrees East - twenty six perches to a stone, thence North eighteen and a half degrees West three perches, thence North fifty-six degrees East, twenty one and a quarter perches to a large stone on the west side of the road or lane leading to "Moody's Landing", thence South seventeen and a half degrees East thirty and four tenth perches to a stone, thence South eight and one half degrees East, nine perches, thence South eighty four and a half degrees West twelve and three quarter perches, thence South nine and a half degrees West six perches and a quarter of a perch to the aforesaid stream, thence with said stream its several courses and distances to the aforesaid beginning containing seven acres and one hundred and thirty-six square perches of land, Surveyed Dec. 12, 1896 by

Thos. B. Johns
Surveyor Queen Anne's Co.

TABLE OF COURSES

1	S	36 $\frac{1}{4}$ °	W.	27.7	Perches to a stone
2	N	14 $\frac{1}{2}$ °	E	52	"
3	N	9 $\frac{1}{4}$ °	E	26	" to a stone
4	N	18 $\frac{1}{2}$ °	W	3	"
5	N	56°	E	21 $\frac{1}{4}$	to a large stone
6	S	17 $\frac{1}{2}$ °	E	30.4	" stone
7	S	8 $\frac{1}{2}$ °	E	9	"
8	S	84 $\frac{1}{2}$ °	W	12 $\frac{3}{4}$	"
9	S	9 $\frac{1}{2}$ °	W	6 $\frac{1}{4}$	" aforesaid stream

Thence with stream its several courses and distances to the beginning containing seven acres and one hundred and thirty six square perches of land.

CHANCERY No. 2601.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifteenth day of January, in the year nineteen hundred and thirty five, the following Petition to Convey Interest of Joshua S. Seney in Real Estate was filed for record, to wit:

IN THE MATTER

OF

JOSHUA S. SENEY,
INCOMPETENT.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,
IN EQUITY,
CHANCERY NO. 2601

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Milton W. Seney, Trustee, respectfully shows:

1. That Samuel W. Seney, late of Queen Anne's County, deceased, departed this life intestate in the year 1923 leaving surviving him his widow, Fannie E. Seney (Sometimes known as Mary Frances Seney) and the following six sons, as his next of kin and only heirs at law, to-wit: Your petitioner, Milton W. Seney, the said Joshua S. Seney, Samuel Seney, George Seney, Walter Seney and Lee Seney.

2. Now at the time of his death, the said Samuel W. Seney was seized and possessed of two tracts or parcels of land in Queen Anne's County, Maryland, as follows:

(a) A farm or tract of land known as Mount Mill containing one hundred and sixty-nine acres, one rood and thirty perches of land in the Third Election District, same having been conveyed unto him by deed of Edwin H. Brown, Jr., Assignee, dated November twenty-second, nineteen hundred and five, and recorded in Liber J.E.G. No. 8 folio 397.

(b) A lot or parcel of woodland, being a part of the Barcus Mill tract situate in the Second and Third Election Districts of Queen Anne's County containing thirty-nine and forty-two one-hundredths acres of land, same having been conveyed to him by William T. Roe and wife by deed of May first, nineteen hundred and eighteen, and recorded in Liber W.F.W. No. 11 folio 545.

3. That the aforesaid Mount Mill Farm of one hundred and sixty-nine acres, one rood and thirty perches of land mentioned in paragraph two, section (a), is subject to a mortgage given by said Samuel W. Seney and wife to one Alice Dunbracco on November 22nd, nineteen hundred and five, and recorded in Liber J.E.G. No. 8 folio 398, for the sum of twenty-five hundred dollars, said mortgage having by mesne assignments been assigned unto one Anna L. Boyer, upon which there is a principal balance due of fifteen hundred dollars.

4. That Milton W. Seney in his own right has offered to purchase from the other heirs at law of the said Samuel W. Seney their respective rights, titles, interests and estates in the two aforesaid tracts of land, subject to the mortgage on the larger of the two tracts.

5. That the said Milton W. Seney personally has for a number of years paid the taxes on both of said parcels of land, and sometime ago the dwelling house on the Mount Mill Farm burned entirely down.

6. That under the present condition of things there is no equity in the Mount Mill Farm, nor is there any revenue from the said woodlot, and, consequently, if the said Milton W. Seney personally is to continue to pay the taxes thereon and to pay the interest on the aforesaid mortgage, it would seem proper that he should have title to the aforesaid land for a nominal consideration.

7. That all the heirs at law, except the said Joshua S. Seney, have consented to convey the aforesaid real estate to the said Milton W. Seney, subject to the aforesaid mortgage, for the nominal consideration of one dollar.

8. That your petitioner believes it proper that this Honorable Court should pass an order allowing him to convey the equity in the aforesaid farm, and the interest in the aforesaid woodland of Joshua S. Seney unto himself, the said Milton W. Seney personally.

YOUR petitioner, therefore, prays your Honors to pass an order authorizing and empowering him to convey the interest and estate of said Joshua S. Seney in the aforesaid real estate unto Milton W. Seney.

Respectfully submitted.

Milton W. Seney TRUSTEE.
PETITIONER.

Filed Jan. 15th 1935

CONSENT TO GRANTING OF PETITION
Filed February 28, 1945

IN THE MATTER
OF
JOSHUA S. SENEY,
INCOMPETENT.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, Fannie E. Seney, widow, Samuel Seney, George Seney, Walter Seney and Lee Seney, sons of Samuel Seney, late of Queen Anne's County, deceased, do hereby certify that we have read the petition of Milton W. Seney filed in this cause on January 15th., 1935, and admit the matters and facts set forth therein, and consent to the passing of the order prayed for therein.

Respectfully submitted.

Fannie Seney _____

Samuel Seney _____

Geo. E. Seney _____

Walter W. Seney _____

Lee Seney _____

ORDER OF COURT

Upon the foregoing petition of Milton W. Seney, Trustee, and the assent filed on Feb. 28, 1935, it is by the Circuit Court for Queen Anne's County, in Equity, ORDERED this 28th day of March 1935, that said Milton W. Seney, Trustee, be, and he is, hereby authorized and empowered to convey the interest of Joshua S. Seney, N.C.M., in the farm known as Mount Mill, and the wood land described in the foregoing petition unto Milton W. Seney personally for the nominal consideration of one dollar.

Thos. J. Keating

Filed April 15th, 1935.

PETITION
Filed September 30, 1939

IN THE MATTER OF
JOSHUA S. SENEY,
Incompetent.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, IN EQUITY.
CHANCERY No. 2601

TO THE HONORABLE, the Judges of said Court:

THE PETITION of Milton Seney unto your Honors, respectfully shows:

1 - THAT Joshua Stephen Seney of Queen Anne's County, Maryland, who is a brother of your Petitioner, is a person non compos mentis and incapable of managing his estate and property and taking care of himself;

2 - THAT, as will appear by reference to the proceedings heretofore conducted in this Cause, a Petition was filed by your Petitioner, Milton W. Seney, and another brother, Samuel W. Seney, on May 18, 1925, for the appointment of a guardian for the said Joshua Stephen Seney, in order to receive certain Government compensation and that, pursuant thereto, this Honorable Court passed an Order on the 27th day of May, 1925, appointing your Petitioner, Milton W. Seney as such guardian;

3 - THAT, as will likewise appear by reference to these proceedings, the said Milton W. Seney duly qualified as such guardian by filing an approved Bond and entering upon his duties as such;

4 - THAT, as will likewise appear by reference to these proceedings, the said Joshua Stephen Seney was siezed and possessed of a one-ninth undivided interest in an equity of redemption in a certain farm or tract of land known as "Mount Mill" and a one-ninth undivided interest in a parcel of woodland of Thirty-nine Acres, more or less, and that, pursuant to a Petition filed herein on the 15th day of January, 1935, this Honorable Court passed an Order authorizing and empowering your Petitioner, as Guardian or Trustee, to convey the interest of the said Joshua Stephen Seney in the said farm and the said woodland unto the said Milton W. Seney in his own right, for the reasons set forth in said Petition;

5 - THAT the question has now arisen as to the legal sufficiency of said proceeding to vest in the said Milton W. Seney, personally, the aforesaid interest of Joshua Stephen Seney in the said farm and said woodland;

6 - THAT your Petitioner deems it advisable and proper that a Writ de lunatico inquirendo issue in this matter in the usual form so that testimony may be taken as in such case made and provided;

7 - THAT the said Joshua Stephen Seney, although a resident of Queen Anne's County, Maryland, is at present in the U. S. Veterans' Hospital at Perry Point, Cecil County, Maryland, and that he is suffering from mental illness of such character as requires him to be cared for in such an institution;

8 - THAT your Petitioner believes and charges that it is for the best interests of the said Joshua Stephen Seney that his person and property be brought under the jurisdiction of this Honorable Court and that the appointment of the said Milton W. Seney to take charge of the said person and property of the said Joshua Stephen Seney should be ratified;

TO THE END, THEREFORE:

(1) - THAT the person and property of the said Joshua Stephen Seney may properly be brought under the jurisdiction and control of this Honorable Court;

(2) - AND THAT such Decree and Order may be passed in the premises as are requisite and proper, may it please your Honors to direct that a commission de lunatico inquirendo issue in the usual form to the Sheriff of Queen Anne's County to inquire into and report to this Court the mental condition and circumstances of the said Joshua Stephen Seney and that said commission may sit in the Court House in the Town of Centreville, Queen Anne's County, Maryland, on some day to be named by your Honors, and direct that a Certified Copy of this Petition and the Order to be passed thereon be served upon the said Joshua Stephen Seney by the Sheriff of Cecil County, giving him notice of the time and place of holding the inquisition under said commission.

AND AS IN DUTY BOUND, etc.,

B. Hackett Turner, Jr.
Thos. J. Keating, Jr.
 SOLICITORS FOR PETITIONER

Milton Seney
 PETITIONER.

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

THIS IS TO CERTIFY that on this 22nd day of September 1939, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Milton W. Seney, Petitioner, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief;

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

Notary Public
 Seal

Hilda T. Seward
 NOTARY PUBLIC

Filed Sept. 30th, 1939

ORDER OF COURT

UPON THE AFOREGOING PETITION AND AFFIDAVIT, it is, by the Circuit Court for Queen Anne's County, in Equity, this 30th day of September, 1939, ORDERED that a Commission De Lunatico Inquirendo issue to the Sheriff of Queen Anne's County, Maryland, ad prayed in said Petition and that said Commission sit in the Court House in the Town of Centreville on the sixteenth day of October 1939, at the hour of ten oclock A.M. AND IT IS FURTHER ORDERED that a copy of the foregoing Petition and this Order be served by the Sheriff of Cecil County upon Joshua Stephen Seney on or before the fifth day of October, 1939.

Thos. J. Keating

Filed September 30th, 1939.

ORDER OF COURT
Filed Nov. 3rd, 1939

IN THE MATTER OF
JOSHUA S. SENEY,
Incompetent.

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

ORDER OF COURT

THE RETURN of the Inquisition taken by the Sheriff in the above case having been submitted for confirmation and said Return and the other proceedings having been read and considered,

IT IS, thereupon, this 2nd day of November, 1939, by the Circuit Court for Queen Anne's County, in Equity, adjudged and ordered that the said Inquisition be and it is hereby confirmed;

AND, it is further ordered that the appointment of Milton W. Seney as guardian of the said Joshua S. Seney, Incomptent, made by the Order of this Court passed on the 27th day of May, 1925, be and the same is hereby ratified and confirmed and that the said Milton W. Seney be and he is hereby appointed Committee of the person and Trustee of the estate of the said Joshua S. Seney, Incompetent, nunc pro tunc, as of the 27th day of May, 1925, with full power and authority to take charge of and manage the property, and to assume control of the person of the said Joshua S. Seney under direction of this Court; and the said Milton W. Seney having heretofore filed an approved Bond in this Cause for the faithful discharge of his duties as Guardian as aforesaid, and it appearing that the penalty of said Bond, or Bonds, is sufficient at the present time to cover the total amount of the assets of the estate, no further Bond need be filed at this time;

AND, it is further adjudged, ordered and decreed that the conveyance by Milton W. Seney as Guardian of the said Joshua S. Seney, Incompetent, to Milton W. Seney in his individual capacity, of the undivided one-ninth interest and estate of the said Joshua S. Seney in the real estate known as "Mount Mill Farm", of 169 acres and the woodland of 39 acres, more or less, which was ordered conveyed by this Court by its Order passed herein on the 28th day of March, 1935, be and the same is hereby ratified and confirmed.

Thos. J. Keating

Filed Nov. 3, 1939

CHANCERY No. 3459

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-second day of October , in the year nineteen hundred and forty-five, the following Transcript from Baltimore City was filed for record, to wit:

George William Brown	:	
guardian of Julia De Courcy	:	
vs.	:	IN THE
	:	CIRCUIT COURT
Robert J. Brent, Trustee / and	:	
Nannie Paca De Courcy by her	:	OF
next friend Nannie De Courcy	:	
vs.	:	BALTIMORE CITY
	:	
Julia De Courcy & Robert J.	:	
Frent, Trustee	:	
	:	

These causes standing ready for hearing and the same having been submitted by the Solicitors of the respective parties, and the Bills, Answers, Evidence and all the other proceedings having been read and considered, it is thereupon on this Ninth day of May in the year Eighteen hundred and sixty-four by this Court, and by the authority thereof, adjudged, ordered and decreed, that the said causes be, and they are hereby consolidated, that the real estate mentioned and described in the deed from William H. DeCourcy and Eliza his wife to Robert J. Brent his heirs and assigns in Trust dated the fifth day of January 1843 and recorded among the land records of Queen Annes County in Liber J.T. No. 4, folio 14 &c., a copy of which deed is filed in this cause, except such portion thereof as was sold by said Robert J. Brent, Trustee in the life time of Notley H. R. DeCourcy and Mary R. his wife, and which real estate lies in Queen Anne's County aforesaid, shall be divided into two parts one part whereof shall be in proportion to one fourth in value and the other part shall be in proportion to three fourths in value to the value of the whole of said real property; taking into consideration the quantity and quality of the land and the improvements thereon. And in order to effect and carry out said division, three commissioners will hereafter be appointed by this Court, who, as soon as may be, after their appointment shall proceed to the said tract of land and then and there divide the same into two parts in the proportions hereinbefore ordered, and by the aid of a competent surveyor lay off the same by proper metes and bounds, and immediately thereafter report the same to this Court for ratification or further order of the Court thereon.

And it is further ordered and decreed that upon the final ratification of the division hereby decreed to be made, the said share or part of said real estate which shall be in the proportion of three fourths in value to the value of the whole of said land, shall be and continue in Trust in fee simple for the said Julia De Courcy and her heirs subject to the provisions limitations and conditions of said deed of trust, and in case the said Julie DeCourcy who is the only surviving child of said Notley H.R. DeCourcy and Mary R. DeCourcy , formerly Mary R. Hambramck now deceased, shall die before she shall marry, or before she shall attain the age of eighteen years, then in either of said contingencies, the share of said Julia, consisting of three fourths in value of the whole of said real property shall be divided into three equal parts, two of which three parts shall in conformity with the provisions of said deed of trust go to and become the property right and estate in fee of such person as Juliana Williamson, the grandmother of said Mary R. shall by last will have appointed, and, in default of such appointment, shall go to and become the property and estate of the heirs of said Juliana Williamson, and the other of which three parts shall go to and become the property right and estate in fee of such person as Notley H.R. DeCourcy, now deceased, the father of said Julia DeCourcy and Nannie Paca DeCourcy shall by last will have appointed and in default of such appointment, shall go to and become the property and estate in fee of, the heirs of said Notley H.R. DeCourcy. And it is hereby expressly declared and provided that said one third which on the death of said Julia before marriage and without attaining the age of eighteen years is to go as above decreed to the devisees or heirs of said Notley, is, together with the portion hereinafter adjudged and awarded in fee to said Nannie Paca daughter and (except the said Julia) sole heir of said Notley, in full satisfaction and discharge of the one half of said real estate which by the provisions of said deed, were on the happening of said contingency to go to the appointees under the will, or in default of such appointment to the heirs of said Notley. And at the request of said Robert J. Brent in writing filed in this case, he is hereby released and discharged from his office and duties as trustee under said deed of trust, and George William Brown of the City of Baltimore is hereby appointed in his place and stead, with all the rights

and powers in and by said deed conferred on said Trustee, and the legal estate in and to said three fourths of said real property, and in and to one half of the personal property belonging to said trust, or its proceeds as hereafter mentioned is hereby vested in said George William Brown and his heirs for the purposes of said trust, subject to the order direction and control of this Court, and the said George William Brown is hereby directed and required to give security to be approved of by this Court, in the penalty of Three thousand dollars for the faithful performance of the trust reposed in him by this decree. And it is further adjudged ordered and decreed, that the said share or part of said real estate which shall be in the proportion of the value of one fourth to that of the whole land, shall be the absolute estate in fee simple of the said Nannie Paca DeCourcy and her heirs free and discharged from the provisions conditions and limitations of said deed of trust

And it is further adjudged, ordered and decreed that the said personal estate shall be said Robert J. Brent be transferred and accounted for to said George William Brown, and Nannie Paca DeCourcy, one half to each one half whereof shall belong to the said Nannie Paca DeCourcy absolutely and the other half part shall remain and continue In Trust for the said Julia DeCourcy subject nevertheless to the provisions limitations and conditions of said deed of trust, and in case the said Julia shall die before marriage, or before attaining the age of Eighteen years, then on either of said contingencies, said personal property, or its proceeds, shall go to, and become the property and estate of such person as Juliana Williamson by last will shall have appointed, or, in default of such appointment to the heirs of said Juliana. And it is hereby expressly declared and provided that said one half of the personal property or its proceeds which are hereinbefore awarded and decreed to said Nannie Paca DeCourcy absolutely is in full satisfaction and discharge of the one half of said personal property which by the provisions of said deed, were on the happening of either of said contingencies to go to the appointees under the will of said Notley, or in default of such appointment to his heirs.

And it is further adjudged, ordered and decreed that the rents and profits of said real estate now in the hands of said Brent, Trustee, or for which he is liable, shall be paid one half to George William Brown, Guardian of the said Julia DeCourcy and the other half to said Nannie Paca DeCourcy.

And it is further adjudged, ordered and decreed that the costs of this case including the costs of both the cases consolidated as above directed, together with the cost of the partition hereby ordered, be paid out of the money in the hands of said Brent as trustee, and that this cause be referred to the Auditor of this Court with power to take testimony at the instance of either party, on three days notice to the other, And that said Auditor state an Account between said Robert J. Brent, Trustee and said George William Brown as his successor in the trust and the said Nannie Paca DeCourcy in conformity with the principles of this decree.

Wm. Alexander

The undersigned counsel of the respective parties hereby consent to the passage of the above decree.

May 9th 1864

Brown & Brune for

Geo. Wm. Brown, Guardian &

Julia DeCourcy

Wm. Mead Addison, Solicitor of
Nannie Paca DeCourcy and R.J. Brent

To the Honorable William Alexander, Judge of the Circuit Court of Baltimore City.

The subscribers, commissioners appointed by a commission issued out of your Honorable Court in a cause pending in said Court, which was made by an order of said court, consolidating a cause in which George William Brown guardian of Julia DeCourcy was complainant, and Robert J. Brent was defendant, with a cause wherein Nannie Paca DeCourcy, by her next friend Nannie DeCourcy, was complainant and Julia DeCourcy & Robert J. Brent, Trustee, were defendants, both of which said causes before their consolidation were pending in said court, and which said commission is hereto annexed to certify, that after taking the oath to the said commission annexed, we met on the land in the said commission mentioned on the twenty fourth day of September 1864, and did walk & ride over the said land, and did afterwards cause the same to be surveyed and divided into two parts by James W. Thompson Esquire County Surveyor of Queen Ann's County as directed by said commission, in manner following viz. Beginning for the outlines of the whole land, at a stone on the South westside of a creek or cove, commonly known as "Quarter Cove" and running thence down said cove south twenty eight degrees thirty minutes west eighteen perches, then South thirty nine degrees thirty minutes East thirty one and a half perches, then South sixty four degrees East nineteen perches, then South forty seven degrees East fifty two perches, then South fifty degrees East seventy six perches, then South one degree West sixteen perches, then South nineteen degrees East fifty perches, then South fourteen perches, then South thirty eight degrees thirty minutes East thirty perches, then South twelve degrees thirty minutes west twenty perches, then North eighty degrees East three perches, then North sixty five degrees East twenty nine perches, then North forty five degrees East six perches, then North thirty two degrees East five perches, then South sixty five degrees East eight perches, then South thirty five degrees East nine and a half perches, then South seventy seven degrees East two perches, then North sixty six degrees East five perches, then North twenty eight degrees East sixteen perches, then North eighteen perches, then

North twenty degrees East eight perches, then North five degrees East six perches then North, twenty seven degrees West twenty two perches, then North thirteen degrees East seventy five perches then North four degrees West ten perches, then North thirty two degrees West forty seven and a half perches, then North forty one degrees East six perches, then North twenty two degrees East ninety perches, then North twenty seven degrees East seventeen & a half perches, then North seventy seven degrees East thirty five and a half perches, then North thirty three degrees thirty minutes East thirty nine and a half perches, then North ten degrees West nine and a half perches then North twenty eight degrees East Seventy six perches, then North thirty eight degrees thirty minutes west forty one perches, then North forty five degrees West seventy three perches, then North fifty four degrees West thirteen perches, then South forty two degrees West twenty one perches, then South eighteen degrees West twelve perches, then South eight degrees East nine and a half perches then South twenty three degrees West sixty one and three tenths perches, then South eighty two degrees thirty minutes West twenty five and a half perches, then South four degrees East seventy eight perches, then South fifty eight degrees West, eighty four and a half perches, then South seventy nine degrees West eighteen perches, then North eighty one degrees thirty minutes West thirty two and a half perches, then South seventy three degrees West thirteen perches, then South sixty three degrees thirty minutes, West forty one and three fourths perches, then South forty four degrees West twenty six and three fourths perches to the beginning and containing three hundred and eighty five acres three roods and twenty four perches of land: which we value at forty (40\$) dollars the acre making the valuation of the whole fifteen thousand four hundred and thirty six (15436.\$) dollars: and for lot no 1-parcel of the above described land, we began at the beginning of the said whole tract and ran as follows-viz Beginning as aforesaid at the stone aforesaid and running thence South twenty eight degrees thirty minutes West eighteen perches, then South thirty nine degrees thirty minutes East thirty one and a half perches, then South sixty four degrees East nineteen perches, then South forty seven degrees East fifty-two perches, then South fifty degrees East seventy four perches, then North forty five degrees East one hundred and eight perches then North forty one degrees East six perches, then North twenty two degrees East ninety perches, then North twenty seven degrees East seventeen and a half perches, then North forty four degrees East thirty six perches, then North fifty degrees West thirty two perches, then North forty five degrees East one hundred and seventeen perches, then North thirty eight degrees thirty minutes West twenty six perches, then North forty three degrees West seventy three perches, then North Fifty four degrees West thirteen perches then South forty-two West twenty one perches, then South eighteen degrees West twelve perches, then South eight degrees East nine and a half perches then South twenty three degrees West sixty-one and three-tenths perches, then South eighty two degrees thirty minutes West twenty five and a half perches, then South four degrees East seventy eight perches, then South fifty eight degrees West eighty four and a half perches, then South seventy nine degrees West eighteen perches, then South eighty one degrees thirty minutes West Thirty-two and a half perches, then South seventy three degrees West thirteen perches then South sixty three degrees thirty minutes West forty one and three fourths perches, then South forty four degrees West twenty six and three fourth perches to the beginning, and containing two hundred and eighty four acres and twenty two perches of land which we value at eleven thousand five hundred and seventy-seven (11577.\$) dollars, and which, subject to a right of way to be appurtenant to lot No. 2 hereinafter described, in our opinion is equal in value to three fourths of the whole land, and is allotted by us to the said Julia DeCourcy; and for lot No. 2, consisting of two parcels of land detached from each other - the one a parcel of cleared land and the other a parcel of wood land, both of which are parts of the whole land above described - beginning for the parcel of cleared land - part of said Lot No. 2, at the end of seventy four perches on the fifth line of the whole tract, and running thence South fifty degrees East two perches, then South one degree West sixteen perches, then South nineteen degrees East fifty perches, then South fourteen perches, then South Thirty eight degrees thirty minutes East thirty perches, then South twelve degrees thirty minutes West twenty perches, then North eighty degrees East three perches, then North sixty five degrees East twenty nine perches then North forty five degrees East six perches, then North thirty two degrees East five perches, then South sixty five degrees East eight perches, then South thirty five degrees East nine and a half perches, then South seventy seven degrees East two perches, then North sixty six degrees East five perches, then North twenty eight degrees East sixteen perches, then North eighteen perches, then North twenty degrees East eight perches, then North five degrees East six perches, then North thirty seven degrees West twenty two perches, then North thirteen degrees East seventy five perches, then North four degrees West ten perches, then North thirty two degrees West forty seven and a half perches, then South forty five degrees West one hundred and eight perches to the beginning of the cleared parcel of Lot No. 2, and containing seventy-five acres two roods and twenty perches of land, and for the parcel of wood land - other part of Lot. No.2, beginning at a large Hickory stump at the end of the twenty ninth line line of the whole land and running thence North seventy seven degrees East thirty-five and a half perches, then North thirty three degrees thirty minutes East thirty nine and a half perches, then North ten degrees West nine and a half perches, then North twenty eight degrees East seventy six perches, then North thirty eight degrees thirty minutes west fifteen perches, then South forty five degrees West one hundred and seventeen purchases, then South fifty degrees East thirty two perches, then South forty-four degrees West thirty-six perches to the beginning of the wood land parcel of lot No. 2 and containing twenty six acres and twenty two perches of land, and making the entire content of said lot No. 2 to be one hundred and one acres, three roods and two perches of land, which said lot No. 2 comprised of the two parcels of land as above described we value at three thousand eight hundred and fifty nine dollars, and which with a right of way to and from the dwelling over the land described as Lot No. 1, in our opinion is equal in value to one fourth of the whole land and which and with said right of way is allotted by us to the said Nannie Paca DeCourcy. All which our proceedings with a plat of said land and of the divisions thereof made as aforesaid, together with the commission aforesaid, we return closed under our hands and seals this nineteenth day of June 1865.

Richard B. Carmichael (SEAL)

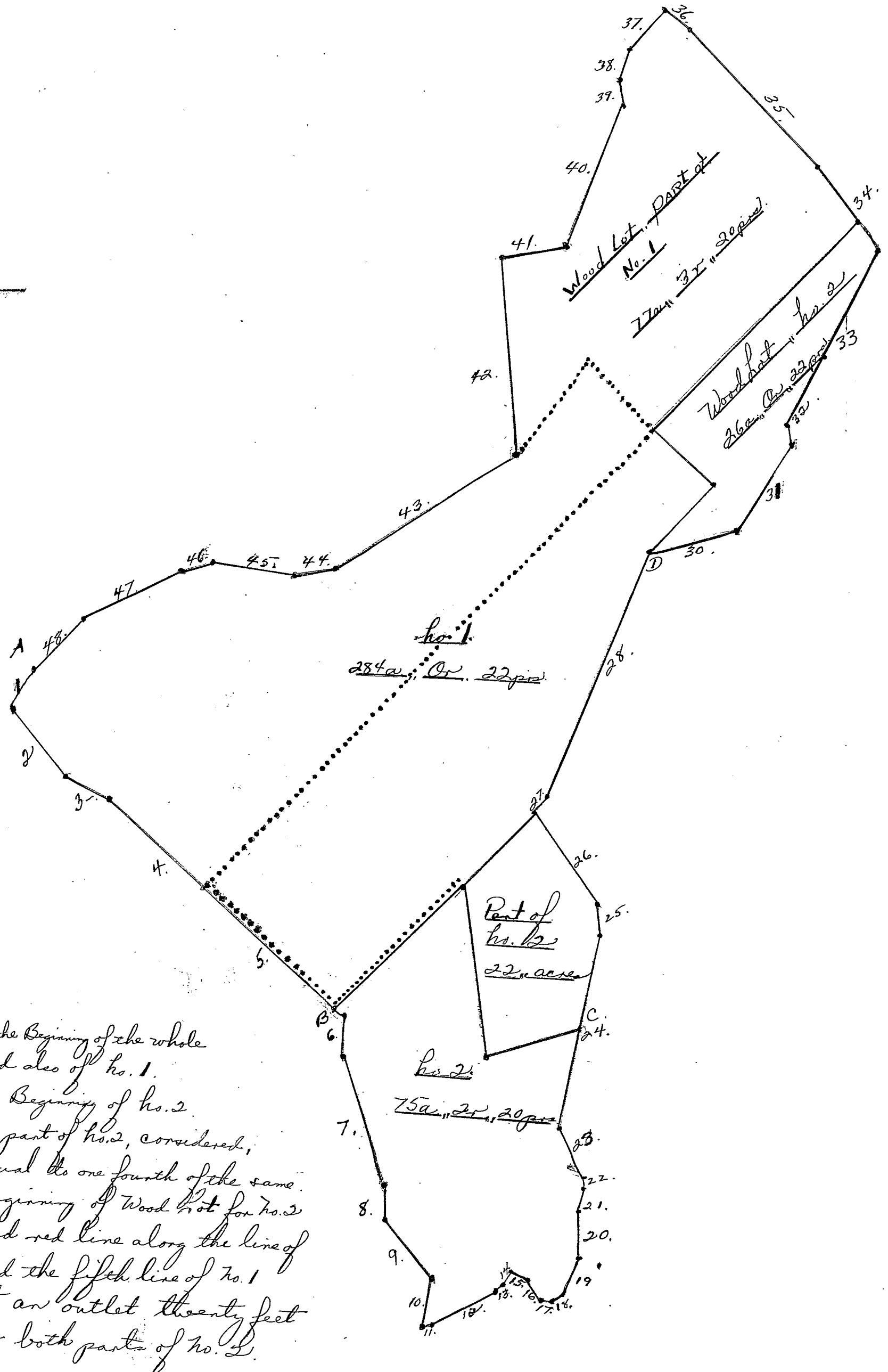
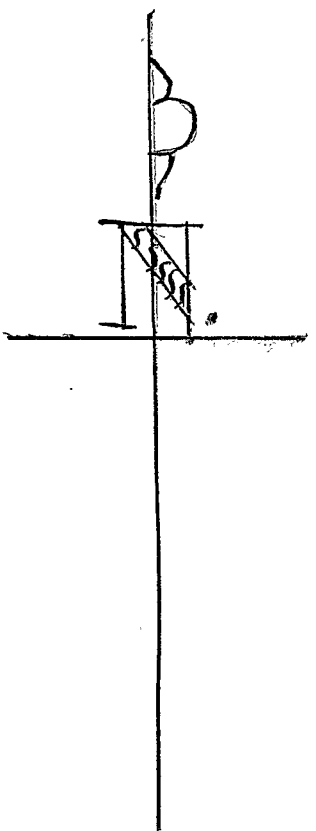
Thos. Smyth Willson (SEAL)

The Undersigned, Commissioners appointed by the Honorable Circuit Court of Baltimore City, to value and divide certain real estate situate in Queen Anne's County, between Julia DeCourcy & Nannie Paca DeCourcy and to assign a part thereof equal in value to three fourths of the whole to the said Julia, and to assign other part thereof equal in value to one-fourth of the whole to the said Nannie, having discharged the duty in that behalf required, as by the return of our proceedings bearing equal date herewith will more fully appear at the request of William Meade Addison, Esquire, did cause the said one fourth part of the whole land aforesaid, to be divided so as enable the said Addison to have a part thereof equal in value to the one fourth of the said part assigned to the said Nannie in conformity with an order or decree of the said Court passed in the said cause in which the undersigned were appointed Commissioners which division we caused to be made by James W. Thompson, Esq. County surveyor of Queen Anne's County, and laid down on the plat in the said cause returned and is described thereon as "Lot 1/4 of No. 2" which lot described as aforesaid with course and distance on the said plat being twenty two acres of land and more particularly described by the said James W. Thompson at the close of his certificate returned with the commission aforesaid, we were of opinion was equal in value to one fourth of said lot No. 2 and which we value at nine hundred and sixty four (\$964.)75/100 dollars; and we have appended our proceedings in this behalf to our return under the aforesaid commissions, as disclosing the rights of the several parties under the orders of the Honorable Court in the cause in which the commission aforesaid was issued. As witness our hands and seals this nineteenth day of June of eighteen hundred & sixty-five.

Rich. B. Carmichael (SEAL)

Thos. Smyth Willson (SEAL)

Madison Brown (SEAL)



A. represents the Beginning of the whole tract and also of No. 1.
 B. " the Beginning of No. 2.
 C. " that part of No. 2, considered, as equal to one fourth of the same.
 D. " the beginning of Wood Lot for No. 2.
 The dotted red line along the line of No. 2. and the fifth line of No. 1 represent an outlet twenty feet wide for both parts of No. 2.



Table of Courses

S.	Bearings	Distances
1.	S. 28° 30' W.	18 pps.
2.	S. 39° 30' E.	31 1/2 "
3.	S. 64° " E.	19 "
4.	S. 47° " E.	52 "
5.	S. 50° " E.	76 "
6.	S. 1° " W.	16 "
7.	S. 19° " E.	50 "
8.	South	14 "
9.	S. 38° 30' E.	30 "
10.	S. 12° 30' W.	20 "
11.	N. 80° " E.	3 "
12.	N. 65° " E.	29 "
13.	N. 45° " E.	6 "
14.	N. 32° " E.	5 "
15.	S. 65° " E.	8 "
16.	S. 35° " E.	9 1/2 "
17.	S. 77° " E.	2 "
18.	N. 66° " E.	5 "
19.	N. 28° " E.	16 "
20.	North	18 "
21.	N. 20° " E.	8 "
22.	N. 5° " E.	6 "
23.	N. 27° " W.	22 "
24.	N. 13° " E.	75 "
25.	N. 4° " W.	10 "
26.	N. 32° " W.	47 1/2 "
27.	N. 41° " E.	6 "
28.	N. 22° " E.	90 "
29.	N. 27° " E.	17 1/2 "
30.	N. 77° " E.	35 1/2 "
31.	N. 33° 30' E.	39 1/2 "
32.	N. 10° " W.	9 1/2 "
33.	N. 28° " E.	76 "
34.	N. 38° 30' W.	41 "
35.	N. 45° " W.	73 "
36.	N. 54° " W.	13 "
37.	S. 42° " W.	21 "
38.	S. 18° " W.	12 "
39.	S. 8° " E.	9 1/2 "
40.	S. 23° " W.	61 3/10 "
41.	S. 82° 30' W.	25 1/2 "
42.	S. 4° " E.	78 "
43.	S. 58° " W.	84 1/2 "
44.	S. 79° " W.	18 "
45.	N. 81° 30' W.	32 1/2 "
46.	S. 73° " W.	13 "
47.	S. 63° 30' W.	41 3/4 "
48.	S. 44° " W.	26 3/4 "

385 a, 3 r, 24 pps.

Lot No. 1
Table of Courses

S.	Bearings	Distances
1.	S. 28° 30' W.	18 pps.
2.	S. 39° 30' E.	31 1/2 "
3.	S. 64° " E.	19 "
4.	S. 47° " E.	52 "
5.	S. 50° " E.	74 "
6.	N. 45° " E.	108 "
7.	N. 41° " E.	6 "
8.	N. 22° " E.	90 "
9.	N. 27° " E.	17 1/2 "
10.	N. 44° " E.	36 "
11.	N. 50° " W.	32 "
12.	N. 45° " E.	117 "
13.	N. 38° " W.	26 "
14.	N. 43° " W.	73 "
15.	N. 54° " W.	13 "
16.	S. 42° " W.	21 "
17.	S. 18° " W.	12 "
18.	S. 8° " E.	9 1/2 "
19.	S. 23° " W.	61 3/10 "
20.	S. 82° 31' W.	25 1/2 "
21.	S. 4° " E.	78 "
22.	S. 58° " W.	84 1/2 "
23.	S. 79° " W.	18 "
24.	S. 81° 30' W.	32 1/2 "
25.	S. 73° " W.	13 "
26.	S. 63° 30' W.	41 3/4 "
27.	S. 44° " W.	26 3/4 "

284 a, O r 22 pps.

Lot 1/4 of No. 2

S.	Bearings	Distances
1.	N. 13° " E.	37 pps.
2.	N. 4° " W.	10 "
3.	N. 32° " W.	47 1/2 "
4.	S. 45° " W.	40 "
5.	S. 7° " E.	65 1/2 "
6.	N. 75° 30' E.	39 "

22 acres

Lot No. 2
Table of Courses

S.	Bearings	Distances
1.	S. 50° " E.	2 pps.
2.	S. 1° " W.	16 "
3.	S. 19° " E.	50 "
4.	South	14 "
5.	S. 38° 30' E.	30 "
6.	S. 12° 30' W.	20 "
7.	N. 80° " E.	3 "
8.	N. 65° " E.	29 "
9.	N. 45° " E.	6 "
10.	N. 32° " E.	5 "
11.	S. 65° " E.	8 "
12.	S. 35° " E.	9 1/2 "
13.	S. 77° " E.	2 "
14.	N. 66° " E.	5 "
15.	N. 28° " E.	16 "
16.	North	18 "
17.	N. 20° " E.	8 "
18.	N. 5° " E.	6 "
19.	N. 37° " W.	22 "
20.	N. 13° " E.	75 "
21.	N. 4° " W.	10 "
22.	N. 32° " W.	47 1/2 "
23.	S. 45° " W.	108 "

75 a, 2 r, 20 pps.

Wood Lot No. 2

S.	Bearings	Distances
1.	N. 77° " E.	35 1/2 pps.
2.	N. 33° 30' E.	39 1/2 "
3.	N. 10° " W.	9 1/2 "
4.	N. 28° " E.	76 "
5.	N. 38° 30' W.	15 "
6.	S. 45° " W.	117 "
7.	S. 50° " E.	32 "
8.	S. 44° " W.	36 "

26 a. O r 22 pps.
75 " 2 " 20 "

101 a. 3 r. 2 pps.

James W. Thompson
Surveyor of L. A. Co.
March, 1865

Brown, Guardian of : IN THE
 DeCourcy :
 vs. : CIRCUIT COURT
 R.J.Brent, Trustee :
 : OF
 DeCourcy : BALTIMORE CITY
 vs. :
 DeCourcy : Case Consolidated

Ordered by the Court this this 1st July, 1865, that the Report of the Commissioners appointed by this Court to make devision of the Real Estate in the above cause mentioned be ratified and confirmed unless cause to the contrary be shown within ten days of this date. And that unless cause to the contrary be shown within said ten days that Robert J. Brent Esquire, Trustee, named in the decree of the 29th November 1864 do convey to Wm. Meade Addison, Esquire, the party named in said last mentioned decree the one undivided fourth part of the realty as laid off by said commissioners named in said commission as the one fourth part in value of that portion of the realty laid off to the said Nannie Paca DeCourcy and that the said Robert J. Brent, Trustee, do convey the same to the said Wm. Meade Addison by a good & sufficient deed in fee simple by the metes & bounds as set down by the surveyor appointed to survey the land as in the report of said Commissioners as mentioned. And that the residue of said one fourth of said Realty so awarded to said Nannie Paca DeCourcy by the said Commissioners, be by the said Robert J. Brent, Trustee, by a good & sufficient deed conveyed to the said Nannie Paca DeCourcy in fee simple according to the metes & bound courses & distance as laid down in the survey of the surveyor appointed by said Commissioners and referred to in their aforesaid Return.

Wm. Alexander

Brown, Guardian of : Consolidated Cases
 DeCourcy :
 vs. : IN THE
 Robert J. Brent, Trustee : CIRCUIT COURT
 : OF BALTIMORE CITY
 DeCourcy :
 vs : July Term 1865
 DeCourcy :

Ordered by the Court this eleventh day of July, 1865, that the Report of the Commissioners referred to in the Order of this Court of the 1st July, 1865, And the division of the Real Estate made therein, be & the same are hereby finally ratified & confirmed, no cause to the contrary having been shown although the time within which leave was given to show cause hath expired and the said Robert J. Brent the Trustee named therein, is hereby required to execute the deeds to the respective parties therein named, as by said order is directed.

Wm. Alexander

STATE OF MARYLAND,
 CITY OF BALTIMORE, SS:

I, Henry J. Ripperger, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Decree of Court filed 9th May 1864, Commissioner's Report and Return, Order of Court filed 1st July 1865 and Order of Court filed 11th July 1865, and Photostatic copy of Plat 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 28th day of August, A.D., 1945.

Henry J. Ripperger
 Clerk

SEAL OF CIRCUIT COURT

Filed Oct. 22nd 1945

CHANCERY NO. 3437

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Second day of June, in the year nineteen hundred and forty-five, the following BILL OF COMPLAINT was filed for record, to wit:

THE COUNTY COMMISSIONERS OF	#	IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, A MUNICIPAL	#	QUEEN ANNE'S COUNTY,
CORPORATION OF THE STATE OF MARYLAND,	#	IN EQUITY.
to the use of THE QUEEN ANNE'S COUNTY	#	
WELFARE BOARD,	#	
VS.	#	Cause No. 3437
HATTIE POET	#	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The County Commissioners of Queen Anne's County, a Municipal Corporation of the State of Maryland, to the use of The Queen Anne's County Welfare Board, who files this Bill of Complaint as well for itself as for all other creditors of Lavinia Timmons, late of Queen Anne's County, deceased, who will come in and contribute to the expenses of these proceedings, says:

1. That Lavinia Timmons departed this life intestate in Queen Anne's County on or about the 25th. day of February, 1945, being at the time of her death indebted unto your petitioner on account of financial assistance rendered her, under the Old Age Assistance Act, by The Queen Anne's County Welfare Board in her lifetime in the sum of TWENTY HUNDRED AND TWENTY TWO DOLLARS AND SIXTY SEVEN CENTS (\$2,022.67), as will more fully appear by an itemized statement of said account, marked "Exhibit No.1" filed herewith and prayed to be taken as a part hereof, as well as being indebted unto varous other parties in sundry amounts.
2. That the said Lavinia Timmons being so indebted departed this life intestate, leaving no personal estate of any value out of which the claim of your petitioner could be made; and that letters of administration on either her personal or real estate could have not been granted.
3. That the said Lavinia Timmons at the time of her death was seized and possessed of a valuable house and lot, situate on the south west side of the public road leading through Queenstown to Wye Mills, in the town of Queenstown, in the Fifth Election District of Queen Anne's County, Maryland, being the same land and all the land granted her by deed from Edgar Jones et al., by deed bearing date of July 14th, 1928, and recorded in Liber B.H.T. No.8, at folio 250 & etc., a Land Record Book for Queen Anne's County, a certified copy of which deed is filed herewith, marked "Exhibit No.2" and prayed to be taken as a part hereof.
4. That the said Lavinia Timmons, deceased, being so seized and possessed, left surviving her as her only heir at law, a daughter, Hattie Poet, adult, a widow, who is seized and possessed of the aforesiad described real estate subject nevertheless to the payment of all debts of the said deceased.
5. That the defendant, Hattie Poet, the only heir at law of the said Lavinia Timmons, deceased, is an adult, a widow, a resident of Queenstown, Queen Anne's County, State of Maryland.

TO THE END THEREFORE:

- a. That a Trustee may be appointed by this Honorable Court to make sale of the aforesaid real estate of which the said Lavinia Timmons died intestate seized and possessed, or so much thereof as may be necessary for the purpose of paying the costs of these proceedings, the debt of your petitioner and the claims of all other creditors of the said Lavinia Timmons, who may come and contribute to the expenses of this suit.
- b. That your Orator may have such other and further relief as its case may require.

May it please your Honors to grant unto your Orator the writ of subpoena directed to the Sheriff of Queen Anne's County, Maryland, commanding him to summons, the defendant, Hattie Poet, to be and appear in this Court, either in person or by solicitor, on or before a day certain to be named therein, to show cause, if any she may have, why a decree should not be passed as prayed.

And as in duty bound & etc.,

John Palmer Smith
Solicitor for Complainant.

Filed June 2, 1945

EXHIBIT 1
 Filed June 2, 1945

Mrs. Lavinia Timmons
 Queenstown, Md.

To: Queen Anne's County Welfare Board - Dr.

The Queen Anne's County Welfare Board, upon the application of Lavinia Timmons, rendered financial assistance to the said Lavinia Timmons, in the amounts and at the times as herein stated, to Wit:

1935	December - 1 month	\$ 7.67
1936	January - December; 12 months @ \$10.00	120.00
1937	January - December; 12 months @ \$10.00	120.00
1938	January - December; 12 months @ \$10.00	120.00
1939	January - December; 12 months @ \$10.00	120.00
1940	January - December; 12 months @ \$10.00	120.00
1941	January - 1 month @ \$10.00	10.00
	February - December ; 11 months @ \$18.75	206.25
1942	January - December; 12 months @ \$18.75	225.00
1943	January - 1 month @ \$18.75	18.75
	February - July, 1943; 6 months @ \$32.50	195.00
	August - December; 5 months @ \$40.00	200.00
1944	January - December; 12 months @ \$40.00	480.00
1945	January & February - 2 months @ \$40.00	<u>80.00</u>
	Total	\$2022.67

(CERTIFICATE RECORDED AT FOOT OF EXHIBIT No. 2)

EXHIBIT No.2
 Filed June 2, 1945

13,120 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 14th day of July in the year nineteen hundred and twenty eight, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this fourteenth day of July, in the year nineteen hundred and twenty eight, by Edgar Jones and Laura R. Jones, his wife, of Baltimore City, State of Maryland, John F. Jones, Junior, and Delma A. Jones, his wife, of Baltimore City, State of Maryland and Sallie J. Hunter nee Jones and Otis Hunter, her husband, of Queen Anne's County, State of Maryland.

WITNESSETH, that for and in consideration of \$900.00 (nine hundred dollars) the full payment thereof being hereby acknowledged, the said Edgar Jones and Laura A. Jones, his wife, John F. Jones, Junior, and Delma A. Jones, his wife, and Sallie J. Hunter and Otis Hunter, her husband, do hereby grant and convey unto Lavinia Timmons of Queen Anne's County, State of Maryland, her heirs and assigns, in fee simple, all that lot or parcel of land situate, lying and being in Queenstown, County and State aforesaid, on the South West side of the public road leading from said town to Wye Mills, adjoining on the South East a lot of land formerly of Louis Hergenrather, now deceased, and on the North West a lot of land formerly of William Henry Collier, and is contained within the following metes and bounds, courses and distances, to wit: Beginning at the end of the third line of lot No. 4 at the end of two hundred and sixty two feet eight inches from beginning of lot No. 1 on said road and running South forty and one-half degrees West one hundred and seventy four and eight tenths feet, South forty nine and one-half degrees East seventy three and one-fourth feet, then North forty one and one-half degrees East , one hundred and seventy four and eight-tenths feet to the road, then North fifty degrees West seventy five and one-third feet to the place of beginning, being the same land that was conveyed unto Sarah Catherine Jones by John F. Jones by deed dated May Sixth, eighteen hundred and eighty seven, and recorded in Liber S.C.D. No. 10, folio 96, a land record book for Queen Anne's County and which upon the death of said Sarah Catherine Jones, intestate, descended unto said Edgar Jones, John F. Jones, Junior, and Sallie J. Hunter, her only children and heirs at law.

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

AND the said Edgar Jones, John F. Jones and Sallie J. Hunter,

for themselves and each of them covenant to warrant specially the property hereby conveyed, and to execute such other and further assurances thereof as may be or become requisite or necessary.

Witness our hands and seals.

Witness:

Verna Mears.

Edgar J. Jones (SEAL)
Laura R. Jones (SEAL)
John F. Jones, Jr. (SEAL)
Delma A. Jones (SEAL)
Sallie K. Hunter (SEAL)
Otis Hunter (SEAL)

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

I hereby certify that on this fourteenth 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 Queen Anne's County, personally appeared Edgar Jones and Laura R. Jones, his wife, John F. Jones, Junior and Delma A. Jones, his wife, and Sallie J. Hunter and Otis Hunter, her husband, and did each acknowledge the within and foregoing deed to be their respective act.

In Testimony whereof, I hereunto subscribed my name and notarial seal affix, the day and year herein last above written.

Notary Public Seal.

Verna Mears
Notary Public

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, folio 250 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 on this 2nd day of June in the year nineteen hundred and forty five.

SEAL OF THE CIRCUIT COURT

A. Sydney Gadd, Jr.
Clerk of Circuit Court.

Filed June 2, 1945

(CERTIFICATE FOR EXHIBIT No. 1)

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

I HEREBY CERTIFY that on this 2nd day of June in the year nineteen hundred and forty five, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Mary H. Davis, Executive Secretary of Queen Anne's County Welfare Board, and made oath in due form of law that the within and foregoing account as stated is just and true and that she has not received any part of the money stated to be due or any security or satisfaction for the same, except what is credited.

SEAL OF THE CIRCUIT COURT

A. Sydney Gadd Jr.
Clerk of the Circuit Court for Queen Anne's County

Filed June 2, 1945

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER
Filed June 2, 1945

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

TO

(SEAL OF THE CIRCUIT COURT) Hattie Poet
OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, THAT all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of June next, to answer the complaint of The County Commissioners of Queen Anne's County a Municipal Corporation of the State of Maryland, to the use of The Queen Anne's County Welfare Board against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of May 1945 Issued the Second day of June 1945

A. Sydney Gadd, Jr. Clerk

John Palmer Smith

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 June next, being the Return Day.

A. Sydney Gadd Jr. Clerk

And on the back of the foregoing subpoena is the following endorsement, to wit:

Summons by reading same to Hattie Poet and leaveing copy Jun 2 1945
Louis B. Perkins
Sheriff
Filed June 2, 1945

MILITARY AFFIDAVIT
Filed June 19, 1945

The County Commissioners of Queen Anne's County, a Municipal Corporation of the State of Mary- land, to the use of, The Queen Anne's County Welfare Board,	# # # # # # # #	In the Circuit Court for Queen Anne's County, in Equity. Cause No. 3437
VS		
Hattie Poet.		

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

I hereby certify that before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Solicitor for The County Commissioners of Queen Anne's County, a Municipal Corporation, to the use of, The Queen Anne's County Welfare Board, and made oath in due form of law that he knows the defendant, Hattie Poet and that to the best of his knowledge and belief, she being a lady of considerable age, that the following statements are true; to wit:

1. That the said defendant is not in the military service of the United States or in the Military Service of any of the Nations allied with the United States.
2. That the said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 or any amendment thereof;
3. That the said defendant is not a member of the Enlisted Reserve Corps, who have been ordered to report for military service.
4. That this affidavit refers not only to condition now existing but embraces three months prior thereto.

John Palmer Smith
John Palmer Smith

Subscribed and sworn to before me this 20th day of June, 1945.

A. Sydney Gadd, Jr.
Clerk of the Circuit Court for
Queen Anne's County.

C

PETITION FOR DECREE PRO CONFESSO AND ORDER OF COURT THEREON
Filed June 20th, 1945

The County Commissioners of Queen Anne's County, a Municipal Corporation of the State of Mary- land, to the use of, The Queen Anne's County Welfare Board.	# # # # # # # #	In the Circuit Court for Queen Anne's County, In Equity. Cause No. 3437
VS.		
Hattie Poet.		

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Palmer Smith, Solicitor for the Complainant in this Cause, respectfully shows;

That the summons issued and served upon the defendant, as evidenced by the Sheriff's return thereof, the said defendant has not entered her appearance herein, although more than fifteen days has expired since the date of said return of said summons.

That the Complainant is advised and allege that it has a right to secure a Decree Pro Confesson against the said defendant and that the papers in this Cause be submitted to one of the Examiner's of this Court so that the Complainant may offer testimony to support the allegations of its Bill.

To the end therefore,

That a Decree Pro Confesson may be granted by this Court may be granted by this Court against the defendant, Hattie Poet.

That the papers in this cause may be submitted to one of the Examiners of this Court or to a Special Examiners so that the Plaintiff may take testimony in support of the allegations of its bill.

That your Complainant may have such other and further relief as its case may require.

And as in duty bound, etc.

John Palmer Smith
Colicitor for Complainant.

Filed June 20th, 1945

ORDER OF COURT.

The foregoing Petition having been read and considered, and it appears that the defendant has been duly summoned and failed to appear, either in person or by solicitor, to the Bill of Complaint filed herein, IT IS THEREUPON, this 22nd day of June, 1945, 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 it is hereby taken Pro Confesson against the adult defendant, Hattie Poet; but since it does not certainly appear to what relief the Complainant may be entitled, it is further adjudged and ordered that leave be granted to the Complainant to take testimony before any one of the Standing Examiners of this Court to support the allegations of the Bill of Complaint.

Wm. R. Horney
Judge

Filed June 22nd, 1945

REPORT OF EXAMINERS AND DEPOSITIONS
Filed July 23, 1945

THE COUNTY COMMISSIONERS OF	#	IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, A MUNICIPAL	#	QUEEN ANNE'S COUNTY,
CORPORATION OF THE STATE OF	#	IN EQUITY.
MARYLAND, to the use of THE	#	Cause No. 3437
QUEEN ANNE'S COUNTY WELFARE	#	
BOARD	#	
VS.	#	
Hattie Poet		

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Richard T. Earle, one of the Standing Examiners of this Court, to your Honors, respectfully shows:

That at the request of John Palmer Smith, Attorney for the Plaintiff, the examiner went with the said attorney to Queenstown, on Saturday, July 21st, at or about 4 P.M., and did then and there take the testimony of Mrs. Hattie Ford Poet, the defendant in this cause, and the testimony of Charles T. Metzdorf and W. Frank Delahey, both over the age of 21, the said witnesses being sworn, deposed and stated as herein set forth; then on Monday, July 23rd, at 10 A.M. at the instigation of the said Attorney he took the deposition of Mary H. Davis, Executive Secretary of the Welfare Board of Queen Anne's County, she being first sworn, the depositions of the witnesses are hereto attached.

Respectfully submitted.

Richard T. Earle
One of the Standing Examiners.

Filed July 23, 1945

State your name, age, residence and occupation?

Ans. My name is Hattie Ford Poet. I was 70 years old June 9th, 1945.
I reside at Queenstown, Maryland. I just do odd jobs and keep house

Did you know Lavinia Timmons, late of Queenstown, Queen Anne's County, Maryland, deceased, and if so, how long? Did she die testate or intestate, if you know?

Ans. Yes, she was my mother. I knew her all my life. She died without leaving

any will. I cared for my mother for the past three years. She was 92 years old when she died.

When and where did Lavinia Timmons die.

Ans. My mother, Lavinia Timmons, died February 25th, 1945, at Queenstown, Maryland, at her home in Queenstown.

Who are the heirs at law and next of kin of Lavinia Timmons, deceased, and where do they reside?

Ans. I am the only child. My mother was married three times. Her first husband was C. M. Ford, and he was killed March 25, 1877. I was one of their children. There was Charles who died at the age of two months, and then there was Wm. Louis Ford who died at the age of one month. My mother had no other children by the subsequent marriages. Did Lavinia Timmons, deceased, die leaving any real estate in Queen Anne's County, Maryland, and if so, describe it and tell where it is located, and give an estimate of its present value?

Ans. She left a residential property in Queenstown, Maryland, where she resided, on the south side of Delrose Avenue, on the road leading out of Queenstown via R. R. to Wye Mills past the ice plant. It is a two story frame dwelling house and outbuildings and she purchased it from John Frank Jones, and others, in the year 1928. I estimate its value around \$1,000.00.

Did Lavinia Timmons, deceased, die leaving any personal property and if so, describe it and where it is located?

Ans. No.

Examiner's Special?

Ans. No

Hattie Ford Poet

State your name, age, residence and occupation?

Ans. Charles T. Metzdorf, I am 41 years of age, I reside at Queenstown, Maryland, and I work for S. E. W. Friel in the Cannery.

Did you know Lavinia Timmons, deceased, and if so, how long, and did she die testate or intestate, and who are her heirs at law and next of kin?

Ans. Yes, I knew her. I knew her for 30 years. I dont know if she left a will or not. Her only heir at law and next of kin was Mrs. Hattie Poet, her daughter and only child.

Did Lavinia Timmons die seized and possessed of any real estate and if so, describe it and tell where it is located, and give an estimate of its present value?

Ans. Yes, she left some real estate, and the only real estate she left was the home where she lived, on the south side of Delrose Avenue, out on the road as you go towards Wye Mills out by the cannery of Friel's two doors east of Jim Thompson's place. I would estimate its value at \$1000.00.

Examiner's Special?

Ans. No.

Charles T. Metzdorf

State your name, age, residence and occupation?

Ans. W. Frank Delahay, I am 51 years old, I live in Queenstown, Maryland, and I keep a service station.

Did you know Lavinia Timmons, deceased, and if so, how long, and did she die testate or intestate, and who are her heirs at law and next of kin and their address?

Ans. Yes, I knew her, have known her for 35 years. I dont whehter or not she left a will. Her only heir at law wgg or is Mrs. Hattie Poet, a daughter. She had no other children, only the one child, Mrs. Poet.

Did Lavinia Timmons die seized and possessed of any real estate, and if so, describe it and tell where it is located, and given an estimate of its present value?

Ans. She left a dwelling property in Queenstown, Maryland, on the south side of Delrose Avenue right outside of the center of Queenstown, just two doors from Jim Thompson't property. I consider its present value to be \$1000.00.

Examiner's Special:-

Ans. _____

W. Frank Delahay

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

A. My name is Mary H. Davis, I am 31 years of age, I reside at Rock Hall in Kent County, I am executice Secretary for the Wellfare Board of Queen Anne's County.

2. Q. As Executice Sct. do you have change of the Books and account, showing the dates and amounts of money advanced beneficiaries under the Old Age Assistance Act?

A. Yes.

3. Q. I hand you herewith an account filed in this cause showing that Lavinia Timmons received cetain advances or sums of money granted her under the Old Age Assistance Act, will you kindly verify the same, and state if the same is correct or not?

A. Yes

Examiner's Special.

No.

Mary H. Davis

Being advised by John Palmer Smith, Atty. for the Plaintiff, that he had no further testimony that he desired to be taken and a decree pro confesso being secured against the defendant, who also stated that she had no testimony that she desired taken, the examiner herewith hands in his report with depositions taken.

Charles T. Metzdorf, witness fee-	- - - - -	.75
W. Frank Delahay, witness fee	- - - - -	.75
Richard T. Earle, examiner-	- - - - -	8.00
		<u>\$9.50</u>

Respectfully submitted

Richard T. Earle
One of the Standing Examiners.

Filed July 23, 1945

DECREE FOR SALE OF REAL ESTATE
Filed August 3rd, 1945

The County Commissioners of	#	In the Circuit Court for
Queen Anne's County, a Municipal	#	Queen Anne's County,
Corporation of the State of Mary-	#	in Equity.
land, to the use of, The Queen Anne's	#	
County Welfare Board,	#	Cause No. 3437
VS.	#	
Hattie Poet.	#	

DECREE

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

IT IS THEREUPON, this 3rd day of August, 1945, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that the real estate of Lavinia Timmons, deceased, in the proceedings mentioned be sold, for the purpose of distributing the proceeds of sale to those who are entitled thereto; and that John Palmer Smith of Centreville, Queen Anne's County, Maryland, be and he is hereby appointed Trustee to make sale thereof; He shall before he proceeds to make sale, first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by himself and sureties in the penalty of Two Thousand dollars, if corporate surety, or in double that amount if personal sureties, to be approved by the said Clerk, conditioned for the performance of the trust reposed in him by this decree or which may be reposed in him by any future order or decree that may be passed in the premises. The said Trustee shall then proceed to make said sale, having given at least three weeks previous notice by Advertisement inserted in some newspaper printed and published in Queen Anne's County, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows, to wit ; One half of the purchase money to be paid in cash on day of sale, balance thereof in sixty days from the day of sale, or all cash at the option of the purchaser, the credit payments, if any, to bear interest from day of sale and to be secured by the notes of the purchaser with surety thereon to be approved by the Trustee. That as soon as convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings in the premises, with an affidavit thereto annexed of the truth thereof and of the fairness of said sale, and on the final

ratification thereof and the full payment of the whole purchase money, and not before, the said Trustee is hereby authorized by a good and sufficient deed, acknowledged and recorded according to law, to convey to the purchaser, his, her or their heirs, the property and estate so sold, to her, him or them, free, clear and discharged from all claims of the parties to this cause or anyone claiming by through or under them or any of them.

And the said Trustee shall bring into this Court the money arising from the sale of the said land and premises, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustee as the Court shall think proper to allow, in consideration of the skill, fidelity and attention wherewith he shall appear to have discharged his trust.

And at the time of advertising said sale the Trustee is directed to give Notice to the Creditors of the said Lavinia Timmons, deceased, to file their claims, with the vouchers thereof with the Clerk of this Court within ninety days from the day of sale.

Wm. R. Horney
Judge.

Filed Aug 3rd 1945

Chy #3437
CERTIFIED COPY OF BOND
Filed August 3, 1945

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Third day of August in the year nineteen hundred and forty five, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, John Palmer Smith, of Centreville, Queen Anne's County, Maryland, as Principal, and Glens Falls Indemnity Company, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWO THOUSAND DOLLARS (\$2,000.00), current money, to be paid 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 3rd day of August, 1945.

WHEREAS: by a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date of the 3rd day of August, 1945, and passed in a Cause in said Court, entitled The County Commissioners of Queen Anne's County, a Municipal Corporation of the State of Maryland, to the use of, The Queen Anne's County Welfare Board vs. Hattie Poet, being cause No. 3437 in said Court, the said John Palmer Smith was appointed trustee to make sale of the real estate therein mentioned and described.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS such that if the above bounden John Palmer Smith shall well and truly perform the trust reposed in him by said decree or which shall or may be reposed in him by any future order or decree in the premises, and shall in all things well and truly execute the duties of such trustee, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

JOHN PALMER SMITH (SEAL)
John Palmer Smith

RICHARD T. EARLE

GLENS FALLS INDEMNITY COMPANY
By L. Herman Meredith
L. Herman Meredith
Its Agent and Attorney in Fact.

STATE OF MARYLAND

(Corporate Seals Place.)

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 344 A Bond Record Book for Queen Anne's County.

CORPORATE SEAL

In Testimony Whereof I have hereunto
subscribe my name and affixed the
Seal of the Circuit Court for Queen
Anne's County on this 4th day of
August in the year nineteen hundred
and forty five.

A. Sydney Gadd, Jr.
Clerk of Court

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

Bond filed and Security approved this 3rd day of August 1945.

A. Sydney Gadd Jr. Clerk

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE
REPORT OF SALE
Filed Sept. 4th, 1945

TRUSTEE'S SALE
OF
RESIDENTIAL PROPERTY
IN QUEENSTOWN

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Sept. 4, 1945

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed in a cause therein entitled "The County Commissioners of Queen Anne's County, a municipal corporation of the State of Maryland, to the use of the Queen Anne's County Welfare Board, vs. Hattie Poet", being Chancery Cause No. 3437, the undersigned Trustee will offer for sale in front of the premises at Queenstown, Queen Anne's County, Maryland, on SATURDAY, Sept. 1st, 1945 at 2 o'clock P.M. All that lot or tract of land known as the "Lavinia Timmons Home Property", situate in the town of Queenstown, Queen Anne's County, Maryland, located on the southwest side of the public road leading from Queenstown to Wye Mills, adjoining the properties of or formerly of Louis Hergenrather and Wm. Henry Collier, having a frontage on said road or street of approximately 75 feet, and a depth of approximately 174 feet, improved by a 2 story, frame Dwelling house and other buildings. Being the same property of which Lavinia Timmons died seized and possessed, and which was conveyed to her by Edgar J. Jones and others by deed dated July 14, 1928, and recorded among the land records of Queen Anne's County in Liber B.H.T.No.8, fol.250.

Terms of Sale: One-half of purchase money day of sale, balance 60 days from date to be secured by note of purchaser with security approved by Trustee, or all cash day of sale at the option of purchaser. All taxes to be adjusted as of day of sale. Possession given day of sale.

JOHN PALMER SMITH,
Trustee.

J.Elmer Anthony, Auct.

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND, TO THE USE OF THE QUEEN ANNE'S COUNTY WELFARE BOARD,

#

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

#

Cause No. 3437

#

vs.

HATTIE POET.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned trustee in pursuance of a decree of sale passed in this cause on August 3rd, 1945, filed a corporate bond in the sum of \$2,000.00, for the faithful performance of the trust reposed in him under said decree, and gave at least three weeks previous notice of the time, place and terms of sale by publication thereof in the Queen Anne's Record-Observer, a newspaper printed and published weekly in Queen Anne's County, and such other notice as the trustee deemed best, as per certificate thereof with copy of said advertisement hereto attached; and in, pursuance of said advertisement, the trustee on Saturday, at 2 o'clock P.M. September, 1st., 1945, did attend the said sale in front of said property, and after reading said advertisement, offered the same for sale to the highest bidder, through J. Elmer Anthony, Auctioneer, said property being described as follows, to wit:

All that lot or tract of land known as the "Lavinia Timmons Home Property", situate in the town of Queenstown, Queen Anne's County, Maryland, located on the southwest side of the public road leading from Queenstown to Wye Mills, adjoining the properties of or formerly of Louis Hergenrather, and William Collier, having a frontage on said road or street of approximately 75 feet and a depth of approximately 174x feet, improved by a 2 story frame dwelling house and other buildings. Being the same property of which Lavinia Timmons died seized and possessed, and which was conveyed to her by Edgar J. Jones et others by deed dated July 14th.,

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale in the case/estate of County Commissioners use of Queen Anne's County Welfare Board vs Hattie Poet a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 1st. day of September 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th. day of August 1945, and the last insertion on the 30th day of August 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Paul B. Smith

Filed Sept. 4th, 1945.

1928, and recorded in Liber B.H.T.No. 8, folio 250, & etc., a Land Record Book for Queen Anne's County, on the following terms, one half purchase money on day of sale, balance 60 days from day of sale to be secured by note of purchaser with security apporvaed by Trustee, or all cash on day of sale, at the option of the purchaser, all taxes to be adjusted as of day of sale, possession to be given day of sale; and the trustee sold the same to W.Irving Tuttle, he being then and there the highest bider for same at and for the sum of FIFTEEN HUNDRED DOLLARS (\$1,500.00).

Respectfully submitted.

John Palmer Smith
Trustee

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

I hereby certify that on this 4th day of September, 1945, personally appeared before me, the subscriber, The Clerk of the Circuit Court for Queen Anne's County, John Palmer Smith, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein stated and that said sale was fairly made.

A.Sydney Gadd, Jr.
Clerk of the Circuit Court for
Queen Anne's County.

Filed Sept. 4th, 1945.

ORDER NISI
Filed Sept. 4th, 1945.

N I S I

The County Commissioners of Queen Anne's County, a municipal corporation of the State of Maryland, to the use of The Queen Anne's County Welfare Board

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

vs

Hattie Poet

Chancery No. 3437

ORDERED, This 4th day of September A.D., 1945, that the sale of real estate made and reported in this cause by John Palmer Smith, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th 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 6th day of October next.

The Report states the amount of sales to be \$1,500.00

A.Sydney Gadd, Jr. Clerk

Filed September 4, 1945

CRT. PUBLICATION
NOTICE TO CREDITORS
Filed Sept. 4th, 1945

NOTICE TO CREDITORS

QUEEN ANNE'S RECORD-OBSERVER

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

Centreville, Md. September 4, 1945.

Chancery No. 3437

Pursuant to the Decree of said Court passed in said Cause, Notice is hereby given to the Creditors of Lavinia Timmons, deceased, to file their claims against her, with the proper vouchers thereof, with the Clerk of said Court at Centreville, Maryland, within ninety (90) days from the 1st day of September, 1945, the day of sale named in the above advertisement.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to Creditors in the case/estate of County Commissioners use of Queen Anne's County Welfare Board vs Hattie Poet a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 1st day of September 1945, and that the first insertion of said advertisement in said Queen Anne's RECORD-OBSERVER was on the 9th day of August 1945, and the last insertion on the 30th day of August 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Paul B. Smith

JOHN PALMER SMITH
Trustee 4t-8-30

Filed Sept. 4th, 1945

CERTIFICATE OF PUBLICATION OF
ORDER NISI
Filed Nov. 8, 1945

N I S I

The County Commissioners of
Queen ANNE'S County, a municipal
corporation of the State of
Maryland, to the use of The
Queen Anne's County Welfare
Board

vs

HATTIE POET

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

Chancery No. 3437

ORDERED, This 4th day of September
A.D., 1945, that the sale of real
estate made and reported in this
cause by John Palmer Smith, Trustee,
be ratified and confirmed, unless
cause to the contrary thereof
be shown on or before the 6th 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 6th day of
October next.

The Report states the amount
of sales to be at \$1,500:00.

A. SYDNEY GODD, Jr.
Clerk

Filed September 4, 1945
True Copy 4t-9-27
Test: A. Sydney Gadd, Jr. Clerk

FINAL ORDER OF RATIFICATION
Filed Nov. 8, 1945

Final Order of Ratification

ORDERED, this 8th day of November, 1945, by the Circuit Court for Queen
Anne's County, in Equity, that, no cause to the contrary having been shown, although
notice appears to have been given in accordance with the certificate of publication
of the previous Order Nisi, the sale of the Real Estate heretofore made and reported
by John Palmer Smith, Trustee in this cause on September 1st, 1945, be and the
same is hereby finally ratified and confirmed, the trustee is allowed the usual
commissions and all expenses, not personal, upon the production of proper vouchers
for same.

And it is further Ordered that the papers in the cause are hereby
referred to the Auditor.

Filed Nov. 8, 1945

Wm. R. Horney
Judge

PETITION FOR THE PAYMENT OF FUNERAL
EXPENSES OF DECEASED TO THE EXTENT OF
\$300.00, AND ORDER OF COURT THEREON
Filed Dec. 11, 1945

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

Cause No. 3437

The County Commissioners of Queen
Anne's County, a Municipal Corporation
of the State of Maryland, to the use of,
The Queen Anne's County Welfare Board,

VS.

Hattie Poet

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Russell Poet by Richard T. Earle, his attorney, to
your Honors, respectfully shows:

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md.
November 8, 1945

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY, a body corporate,
does hereby certify that the Nisi in
the case/estate of The Queen Anne's
County Welfare Board vs Hattie Poet
Chancery No. 3437 a true copy of
which is annexed hereto, was published
in the QUEEN ANNE'S RECORD OBSERVER,
a weekly newspaper printed and published
at Centreville, in Queen Anne's County,
Maryland, once a week for 4 successive
weeks before the 6th day of October
1945, and that the first insertion of
said advertisement in said QUEEN ANNE'S
RECORD-OBSERVER was on the 6th day
of September 1945, and the last insertion
on the 27th. day of September 1945.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING COMPANY

By Paul B. Smith

Filed Nov. 8, 1945

- 1. That the proceedings in this cause is for a sale of real estate of Lavina Timmons, grand-mother of your petitioner, under a creditor's bill, being based upon the claim of The Queen Anne's County Welfare Board for financial assistance rendered by said Board to the said Lavina Timmons.
- 2. That the real estate in this cause has been sold at and for the sum of \$1,500.00; that Notice to Creditors has been given and that your petitioner's claim is the only claim filed with the Clerk of this Court, although the time for filing thereof has passed, in accordance with the Notice given to Creditors, save and except the claim of said Welfare Board.
- 3. That your Petitioner paid F.C.Thomas, Undertaker at Stevensville the sum of \$367.00 for expense of taking care of and interring the remains of the said deceased; that there is not sufficient money in this cause to pay the claim of your petitioner and the claim of the said Welfare board.
- 4. That your Petitioner pray this Court to pass an order in this cause to allow the claim of your petitioner, which is attached hereto, to the extent of \$300.00, which claim your petitioner believes is a fair and right claim.

Respectfully submitted.

Richard T. Earle
Atty. for Petitioner.

Filed Dec. 11, 1945

ORDER OF COURT.

The foregoing petition together with itemized attached claim having been read and considered IT IS THEREUPON this 12th day of December, 1945, ORDERED that the funeral expenses be and it is hereby allowed to the extent of \$300.00 as a preference claim and the Court Auditor is hereby directed to allow said claim to that extent, subject to the usual exceptions.

Wm. R. Horney
Judge

Filed Dec. 12, 1945

.....

A U D I T ::

Filed Dec 26th, 1945.

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

The County Commissioners of Queen Anne's County,)

) versus)

Hattie Poet,)

) Cause
) Number
) 3437.

To the Honorable, the Judges of said Court:

The Report of Madison Brown, your Auditor, unto Your Honors respectively sets forth:

That these proceedings were instituted by the filing of a creditor's Bill against the heir at law of Lavinia Timms for the payment of the debts of Lavinia Timms through a sale of the real estate left by her at the time of her death.

That the Auditor at the request of the trustee of this cause has stated the annexed account, first charging therein unto John Palmer Smith the Trustee of the cause, the gross amount of the sale of the real estate made by him per his report of sale filed.

That then the Auditor has allowed out of the amount of the sale of the real estate so charged, as follows, to wit:

Unto said Trustee, he has allowed his commissions for making the sale per rule of the Court, the court costs of these proceedings, the amount of the taxes on the land sold payable out of the sales per the terms of the sale made, the auctioneer's fee for crying the sale, the cost of advertising the sale in two newspapers, the cost of advertising the several orders nisi of the cause, and the fee of the Auditor,

unto Russell Poet the amount allowed him by this court by order passed in this cause on account of the funeral expenses of Lavinia Timms, paid by him, the sum of \$300.00 and

unto Queen Anne's County Welfare Board, on account of its claim filed against Lavinia Timms, the balance of the sale so charged then remaining, \$901.95.

It appears that only two claims have been filed against Lavinia Timms under the notice to creditors advertised, to wit: the claim of Russell Poet mentioned above and the claim of the County Commissioners mentioned above as due to its Welfare Board.

Which is respectfully submitted,

MADISON BROWN
AUDITOR

December 20, 1945.

CAUSE NUMBER 3437.

The proceeds of the sale of the real estate of Lavinia Timms, late of Queen Anne's County, deceased, IN ACCOUNT WITH John Palmer Smith as the Trustee appointed by the decree of this Court passed in this cause to sell said real estate.

CR.

1945
Sept.

1	By amount of the gross sale of said real estate per report of the trustee filed, to wit:	\$1,500.00
---	--	------------

DR.

1945
Sept

1	To the same trustee for the Court costs of these proceedings, per statement made by the Clerk exhibited, paid to Clerk per receipt exhibited, as follows, to wit: Costs A.S. Gadd- Clerk. ;\$45.50 Appear. fee J. P. Smith, 10.00 Costs L. B. Perkins, Sheriff, ..... .75 Fee of Examiner, 8.00 Fee of witnesses, 1.50 Total Costs, <u>65.75</u>	\$65.75
	To same trustee for his commissions for making said sale, the sum of	\$97.50
	To the same trustee for that part of the taxes on land sold payable out of proceeds of sale, per terms of sale, per statement exhibited to auditor, the sum of	\$ 5.55
	To same trustee for amount paid J. E. Anthony for crying sale made, per his receipt exhibited to the Auditor, the sum of	\$25.00
	To the same trustee for costs of advertising notices of sale and notice to creditors, in Centreville Newspaper, per receipted account exhibited, the sum of	\$ 47.25
	To same trustee for costs of advertising order nisi on sale per receipted account exhibited, the sum of	\$ 5.00
	To same trustee for the costs of his bond filed containing corporate surety paid said surety, per receipted account for same exhibited, the sum of	\$ 20.00
	To same trustee for costs of advertising sale in Queenstown News, per receipted account exhibited, the sum of	\$ 15.00
	To same trustee 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,	\$ 13.50
	Amounts carried forward to next page,	\$ 298.05 \$1,500.00

CAUSE NUMBER 3437.

Amounts brought forward

	DR. \$ 298.05	CR. \$1,500.00
--	------------------	-------------------

DR.

To Russell Poet for the amount allowed him by order of this court passed in this cause out of the proceeds of the sale of this cause on account of the claim filed by him for the funeral expenses paid by him of said Lavinia Timms, the sum of \$300.00

	\$598.05	
By balance carried below, the sum of	901.95	
	<u>\$1500.00</u>	<u>\$ 1,500.00</u>

CR.

By balance brought down, to wit: \$901.95

DR.

To the Queen Anne's County Welfare Board on account of its claim for \$2,022.67 (See paper filed with bill of complaint as Exhibit) being claim against Lavinia Timms, this balance, to wit: \$ 901.95
Balanced

December 20, 1945.

MADISON BROWN
AUDITOR.

Filed Dec 26th 1945.

.....
NISI RATIFICATION OF AUDIT
Filed December 26, 1945.

NISI RATIFICATION OF AUDIT

The County Commissioners of Queen Anne's County) In the Circuit Court
County)
vs.) for Queen Anne's County
Hattie Poet) in Equity.
) Cause No. 3437.

ORDERED, This 26th day of December in the year nineteen hundred and forty 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 18th day of January, 1946; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of January, 1946, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk

Filed December 26, 1945.

.....
NISI RATIFICATION OF AUDIT
Filed Feb 1, 1946.

NISI RATIFICATION OF AUDIT

The County Commissioners of Queen Anne's County.) In the Circuit Court for
) Queen Anne's County
vs.)
) in Equity.
Hattie Poet.) Cause No. 3437.

ORDERED, This 26th day of December in the year nineteen hundred and forty-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 18th day of January, 1946; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of January, 1946, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR., Clerk

Filed December 26, 1945.

True Copy
Test: A. Sydney Gadd Jr., Clerk.

QUEEN ANNE'S RECORD- OBSERVER

Centreville, Md. Feb 1, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of The County Commissioners of Queen Anne's County vs. Hattie Poet Cause No. 3437 a true copy of which is annexed hereto, was published in The Queen Anne's Record Observer, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 11th day of January 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD - OBSERVER was on the 27th day of December 1945, and the last insertion on the 3rd day of January 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY
By PAUL B. SMITH

Filed Feb 1, 1946.

.....
ORDER OF COURT
Filed Feb 1, 1946.

ORDERED THIS 1st day of February, 1946, by The Circuit Court for Queen Anne's County, in Equity, that the within and foregoing audit 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 certificate of publication of nisi thereto and the Trustee is directed to make distribution in accordance therewith, with a proper proportion of interest collected on sale, if any.

WM. R. HORNEY
Judge.

Filed Feb 1st, 1946.

CAUSE NO. 2410

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Second day of September in the year nineteen hundred and twenty one, the following Bill of Complaint was brought to be recorded, to wit:-

John P. Ahern,	#	
Herbert E. Perkins.,	#	
Plaintiffs.	#	
vs.	#	In the Circuit Court for
	#	Queen Anne's County,
R. E. Fedderman, Administrator of	#	
Charles O. Cacy, deceased.	#	Maryland.
	#	
Julia E. Cacy, Elizabeth B. Collins,	#	In Equity.
Maria O. Fedderman and William E.	#	
Cacy, Heirs at Law of said Charles	#	No. 2410.
O. Cacy.	#	
	#	
Wm. M. Slay, Augusta E. Slay, Lewin	#	
W. Wickes, Wm. W. Beck, Administrators	#	
of Richard D. Hynson, dec'd and Edwin L.	#	
Maslin.	#	
Defendants.	#	

To the Honorable the Judge of said Court:

Your orators, who sue as well for themselves as for all other creditors of Charles O. Cacy, late of Kent County, deceased, who will come in and contribute to the expenses of this suit, complaining say:

1. That the said Charles O. Cacy was, in his lifetime, indebted unto your orator John P. Ahern, in the full and just sum of 206 27 dollars, balance due, with interest thereon, on a certain promissory note dated the 1st day May 1919, payable Four months after date; and on a certain promissory note in the full and just sum of 7 100 balance due dollars, WITH INTEREST THEREON, dated 7th day of July 1919, payable Two months after date, as will fully appear by reference to said notes, herewith filed as part hereof, marked "Complainants Exhibit A", and "Complainants Exhibit B".

And also under your Orator, Herbert E. Perkins, in the full and just sum of 3 58/100 dollars as will fully appear by reference to account filed herewith and marked "Complainants Exhibit C".

2. That the said Charles O. Cacy, being so indebted as aforesaid unto your orators and also unto divers other persons, and having real and personal estate, departed this life on or about the 21, day of September 1919 intestate, and leaving no widow, but leaving the following heirs at law, viz:

- (a) Julia E. Cacy, a sister, who resides in Millington, Kent County, Maryland.
- (b) Elizabeth B. Collins, a niece, who resides in Millington, Kent County, Maryland.
- (c) Maria O. Fedderman, a niece, who resides in Millington, Kent County, Maryland.
- (d) Wm. E. Cacy, a nephew, who resides at Dumont, New Jersey. All being over 21 years of age.

3. That administration of all and singular the personal estate of the said Charles O. Cacy has been lately granted by the Orphans Court of Kent County to one R. E. Fedderman of said Kent County.

That the personal estate of said Charles O. Cacy is not sufficient to discharge all the just debts, due and owing by said Charles O. Cacy, at the time of his death, as will fully appear by reference to certified copy of the Administration Account filed as a part hereof and mark "Complainant Exhibit D".

That any 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 their aforesaid debtor.

4. That the said Charles O. Cacy, deceased, left real estate consisting of a farm, situate in Queen Anne County, in State of Maryland, about one mile from the town of Millington on Chester River, containing 117 acres of land more or less, it being the same tract of land which was conveyed to said Charles O. Cacy by J. N. Milner by deed dated on or about 26th day of March 1884, recorded in Liber S. D.D. No. 9, Folio 424.

5. That said farm is shown by the records of said Queen Anne's County (Liber W.D. No. 3, Folio 201); to be subject to a mortgage from Charles O. Cacy given to Edwin L. Maslin as mortgagee, dated May 17th. 1899 to secure the sum of \$600.00.

6. That in an Equity case No.1878 in the Circuit Court for Kent County, Maryland, entitled Charles O. Cacy, plaintiff versus William M. Slay, Augusta E. Slay, Lewin W. Wickes, and William W. Beck, Administrators of Richard D. Hynson, deceased and Edwin L. Maslin, defendants. Proceedings were taken seeking to obtain a decree of Court requiring the said administrators of said Hynson and Edwin L. Mas-

lin to release the said mortgage.

That by Order of Court passed the 1st. day of June 1915 the plaintiffs bill of complaint was dismissed; as will more fully and large appear by reference to said equity case No. 1878 in the Circuit Court for said Kent County.

That afterwards an appeal was prosecuted by the complainant to the Court of Appeals of State of Maryland, and in the decision rendered by said Court on January 14th. 1916, which case would be found reported in Volume 127, Page 493, of the Maryland Reports, the cause was remanded without reversing or affirming the decree for further proceedings, but that no further proceedings have been taken.

To the end therefor:

(1) That the said real estate of the said Charles O. Cacy, 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.

(2) That the said real estate so sold free and discharged of the mortgage lien either of the said Edwin L. Maslin or the said Administrators of the said Richard D. Hynson.

(3) That your orators may have such other and further relief as their case may require.

May it please your Honor to grant unto your orators the writ of subpoena, directed to the said R. E. Fedderman, Administrator of Charles O. Cacy, deceased; Julia E. Cacy, Elizabeth B. Collins, Mario O. Fedderman, residing in said Kent County, and Wm. E. Cacy, residing in Dumont, New Jersey; Wm. M. Slay, Augusta E. Slay, Lewin W. Wickes, Wm. W. Beck, Administrators of Richard D. Hynson, dec'd and Edwin L. Maslin, residing in said Kent County, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.,

HERBERT E. PERSKINS
Solicitor for Complainants

COMPLAINANTS EXHIBIT A
Filed Sept. 2, 1921

\$203.84

P.O., Millington, Md. May 1st, 1919

Four (4) mos. after date for value received I jointly and severally promise to pay to John P. Ahern or order, Two hundred three and 82/100 DOLLARS at the MILLINGTON BANK OF MARYLAND. The benefit of all exemption laws of the State of Maryland, or any other State, on this debt or on judgment obtained on this note is waived. And we do hereby authorize and empower any Attorney of record to appear for me in any Court of Law or Equity, or before any Justice of the Peace, and at any time to confess judgment thereon, for the amount thereof, debt, interest, costs, including an Attorney's fee of ten per cent. for collection without summons or process. The makers and endorsers of this obligation waive demand, protest and notice of protest thereon, as witness our hands and seals.

Witness MARGARET ELLISON

Will Pass When Paid
by Order of Court,
Jan 20 Paid
Robert R. Hall
Register of Wills

C. O. CACY (SEAL)

Three-Two Cent documentary stamps.
Endorsed 5/1/19 E

Single Probate-Act 1888, Chap. 392-Sect. 43.

Chestertown Transcript Print.

STATE OF MARYLAND KENT COUNTY, ss.

On the 17th day of January nineteen hundred and twenty before the subscriber, a Justice of the Peace in and for said State and County, personally appears John P. Ahern 203.82 and makes oath in due form of law that the annexed account, as stated, is just and true; and he hath not directly or indirectly, received, to his knowledge, any part or parcel of the money charged as due by such account, or any security or satisfaction for the same, more than credit is therein given for.

Sworn before W. J. JAMES

(SEAL)
Notary
Public
Seal.

COMPLAINANTS EXHIBIT B
Filed Sept. 2, 1921.

\$38.91.

P. O.,

July 7 1919

Two months after date for value received I jointly and severally promise to pay to John P. Ahern or order, Thirty eight and 91/100 DOLLARS at the MILLINGTON BANK OF MARYLAND. The benefit of all exemption laws of the State of Maryland, or any other State, on this debt or on judgment obtained on this note is waived. And we hereby authorize and empower any Attorney of record to appear for me in any Court of Law or Equity, or before any Justice of the Peace, and at any time to confess judgment thereon, for the amount thereof, debt, interest, costs, including an Attorney's fee of ten per cent. for collection without summons or process. The makers

and endorsers of this obligation waive demand, protest and notice of protest thereon, as witness our hands and seals.

Witness MARGARET ELLISON

C. O. CACY

(SEAL)

Will Pass When Paid
By Order of Court
Jan. 20 Paid 19 W
Robert R. Hill
Register of Wills

Singe Probate-Act 1888, Chap. 392-Sec. 43.

STATE OF MARYLAND KENT COUNTY, ss.

On the 17 day of January nineteen hundred and twenty before the subscriber, a Justice of the Peace in and for said State and County, personally appears John P. Ahern

\$38.91
Cr. 28.84
Bal. due 10.07

and makes oath in due form of law that the annexed account, as stated, is just and true; and he hath not, directly or indirectly, received, to his knowledge, any part or parcel of the money charged as due by such account, or any security or satisfaction for the same, more than credit is therein given for.

Sworn before W. J. JAMES

(SEAL)

Notary
Public
Seal.

.....
"COMPLAINANTS EXHIBIT C"
Filed Sept 2nd 1921.

Charles O. Cacy,

to

Herbert E. Perkins, Examiner,

DR.

1914
July 20th.

To examiners fees on day in Equity case of Charles O. Cacy Versus Wm. M. Slay, et al. No. 1878	4.00
Credit by Dividendon personal estate .....	.42
	<u>3.58</u>

.....
COMPLAINANTS EXHIBIT "D".
Filed Sept 2nd 1921.

The First and Final Administration and Dividend Account of Richard E. Fedderman, Administrator of the estate of Charles O. Cacy, late of Kent County, deceased, and passed by the Orphans' Court for the County aforesaid on the 5th day of July, 1921.

This Accountant charges himself with the amount of the Inventory returned to the Orphans' Court on the 6th day of November, 1919.	\$83.00
And with the gain on the salw on said personalty	49.50
Amount of the estate	<u>\$132.50</u>

And he craves allowance for the following disbursements and payments:

No. 1. Retained to pay Notice to Creditors, Transcript, as per bill	\$3.25	
No. 2. Paid Queen Annes Co., Taxes, as per receipt	52.25	
Retained to pay Richard E. Fedderman, Administrator, his commission, 10% of the estate	13.25	
Retained to pay Robert R. Hill, Register of Wills, for sundry fees, as per book	22.60	
Retained to pay Robert R. Hill, Register of Wills, for stating, copying and recording this account	<u>7.00</u>	
Amount of preferred claims	\$ 98.95	<u>\$98.95</u>
Amount to be divided among the creditors		\$33.55

Which amount will be divided among the creditors whose claims have been passed by the Orphans' Court and are entitled to \$1044 on the dollar.

No. 1. John G. Moore, claim	\$4.50	\$.47
No. 2. H. H. Benneman, claim	3.25	.34
No. 3. Transcript, Claim	23.50	2.46
No. 4. W. I. Jarvis, claim	12.00	<u>1.26</u>
Carried forward		\$ 4.53
Amount to be divided among creditors carried forward		\$ 33.55

Amount to be divided among creditors brought forward			\$33.55
Amount already divided among creditors brought forward		\$4.53	
No. 5. John P. Ahern, note and interest	\$230.32	24.05	
No. 6. John P. Ahern, Note and interest	43.57	4.55	
No. 6. Herbert E. Perkins, claim	4.00	<u>.42</u>	\$33.55

STATE OF MARYLAND

KENT COUNTY, SCT:

ON this 1st day of July 1921 personally appeared before me, Notary Public in and for the said county Richard E. Fedderman, Admr. and in the presence of Almighty God solemnly declared (or solemnly, sincerely and truly affirmed and declared) that the foregoing account is just and true as stated, and that he paid or secured the payment of the sums for which he craves allowance, to the best of his knowledge and belief.

R. E. FEDDERMAN, Admr.
Victor Stevens, Notary Public

Notary
Seal
place.

STATE OF MARYLAND,

KENT COUNTY, SCT:

The subscriber, Register of Wills, in and for Kent County, doth hereby certify that the foregoing is a true copy of the First & Final Administration and Dividend Account of Richard E. Fedderman, Administrator of the estate of Charles O. Cacy, deceased, recorded in Liber "Administration Accounts", R.R.H. No. 1, folio 402, as the same remains on file and of record in my office.

In TESTIMONY WHEREOF I hereunto set my hand and affix the seal of my office this 1st day of September in the year of our Lord 1921.

Notary
Seal.

ROBERT R. HILL
Register of Wills

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Sept 20th 1921.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND,

Seals
Place.

TO R. E. FEDDEMAN, Admr. of Charles O. Cacy, Dec'd Julia E. Cacy, Elizabeth B. Collins, Maria O. Feddeman Wm. M. Slay, Augusta E. Slay, Lewin W. Wicks, Wm. W. Beck, Adms. of Richard D. Hynson, dec'd, Edwin L. Maslin.

OF KENT COUNTY, GREETING:

You are hereby commanded, That all excuses set aside, you be in your person before the Circuit Court for Queen Anne's County, at the Court House, in the town of Centreville, on the First Monday of September next to answer the complaint of John P. Ahern and Herbert E. Perkins Against you in said Court exhibited.

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

WITNESS, The Honorable William H. Adkins, Chief Judge of the Second Judicial Circuit of Maryland, the 1st Monday of August in the year of our Lord one thousand nine hundred and 21.

ISSUED the 2nd day of September A.D. 1921.

HERBERT E. PERKINS
Solicitor for

J. F. ROLPH
Clerk.

To the Defendant;

Take Notice; You are required to file your answer or other defense in the office of Clerk of this Court within fifteen days after the first Monday of Sept next, being the Return day.

J. F. ROLPH
CLERK

to wit:

And endorsed on the back of the foregoing is thus endorsed,
"Tarde" W. C. Townsend, Sheff.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND,

Seals
Place.

TD WM. E. CACY of Kent County, Greeting:

You are hereby commanded, That all excuses set aside, you be in your person before the Circuit Court for Queen Anne's County, at the Court House, in the town of Centreville, on the First Monday of September next to answer the complaint of

John P. Ahern Herbert E. Perkins Against you in said Court exhibited.

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

WITNESS, The Honorable William H. Adkins, Chief Judge of the Second Judicial Circuit of Maryland, the 1st Monday of August in the year of our Lord one thousand nine hundred and 21.

ISSUED the 2nd day of September A.D. 1921.

HERBERT E. PERKINS
Solicitor for

J. F. ROLPH
Clerk

To the Defendant:

Take Notice: You are required to file your answer or other defense in the office of the Clerk of this Court within fifteen days after the first Monday of Sept next, being the Return Day.

J. F. ROLPH
Clerk.

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

Non est W. C. Townsend Shff.

ORDER FOR ORDER OF PUBLICATION
Filed Sept 23rd, 1921.

John P. Ahern	#	In the Circuit Court for
et al.	#	Queen Anne's County, Maryland.
Vs.	#	In Equity.
R. E. Fedderman	#	No.
et al.	#	

Mr. J. Fletcher Rolph, Clerk,

Please issue Order of Publication giving notice to William E. Cacy, one of the defendants in the above entitled case, of the State of New Jersey, who is a non-resident of this State, of the object and substance of this Bill, and warning him to appear in this Court, in person or by Solicitor, on or before a certain day, to be named therein, to show cause, if any he has, why a decree ought not to pass as prayed.

HERBERT E. PERKINS
Attorney for Plaintiffs.

ORDER FOR ALIAS SUBPOENAS
Filed Sept 23rd, 1921.

John P. Ahern	#	In the Circuit Court for
et al.	#	Queen Anne's County Maryland
versus	#	In Equity
R.E. Fedderman	#	No.
et al.	#	

Mr. J. Fletcher Rolph, Clerk,

Please issue alias subpoenas for R. E. Fedderman, Adm. of Chas. O. Cacy, Dec'd. Julia E. Cacy, Elizabeth B. Collins, Maria O. Fedderman, and William M. Slay, Augusta E. Slay, Lewin W. Wickes and William W. Beck, Adms. of Richard D. Hynson, Dec'd. and Edwin L. Maslin, all of whom reside in Kent County.

HERBERT E. PERKINS
Attorney for plaintiffs.

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Sept. 23, 1921

QUEEN ANNE'S COUNTY, TO WIT:

.....
Seals
Place.

THE STATE OF MARYLAND,

TO R. E. Feddeman Adm. of Charles O. Cacy, dec'd Julia E. Cacy,
Elizabeth B. Collins, Maria O. Feddeman and Wm. M. Slay, Aug-
usta E. Slay, Lewin W. Wickes, Wm. W. Beck, Admis of Richard
D. Hynson dec'd Edwin L. Maslin of Kent County Greeting:

You are hereby commanded, That all excuses set aside, you be in
your person before the Circuit Court for Queen Anne's County, at the Court House,
in the town of Centreville, on the First Monday of October next to answer the
complaint of John P. Ahern and Herbert E. Perkins Against you in said Court
exhibited.

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

WITNESS, The Honorable William H. Adkins, Chief Judge of the Second
Judicial Circuit of Maryland, the 1st Monday of September in the year of our Lord
one thousand nine hundred and 21.

ISSUED the 23rd day of September A.D. 1921.

HERBERT E. PERKINS
Solicitor for

J. R. ROLPH
Clerk.

To the Defendant:

Take Notice: You are required to file your answer or other defense
in the office of the Clerk of this Court within fifteen days after the first Monday
of Oct, next, being the Return day.

J. F. ROLPH
Clerk.

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

Summoned by reading the within writ to R.E. Fedderman, Admr.,
Julia E. Cacy, Elizabeth B. Collins, Maria O. Fedderman and Edwin L. Maslin.

W. C. TOWNSEND, Sheriff
Sheriff of Kent County.

Sept 30, 1921.

Service of within subpoena for Wm. M. Slay, Agusta E. Slay,
Lewin W. Wickes and Wm. W. Beck, Administrators of Richard D. Hynson, Dec'd.

WM. SLAY, Adm.

.....
ACCOUNT OF MISS JULIA E. CACY
Filed Feb 1st 1922

The estate of Charles O. Cacy,
to Miss Julia E. Cacy

for illness and burial expenses.

1919
Sept. 15th.

To amt., service of nurse, Board & room	40.57
" " Laundress and man to assist nurse	27.35
" " (clothing) Suit & underwear	32.65
" " Removal to hospital & expenses there	30.00
" " Dr. Brice's bill	37.20
Funeral Services	5.00
To amt., W. T: Pippin (Undertaker)	224.50
" " Mr. Ahern, materials for grave	18.93
" " Amt. paid on C.O. Cacy's farm in Queen Anne Co. for the year 1920.	64.92

64.92
\$481.12

STATE OF MARYLAND,

KENT COUNTY, TO WIT:

BE IT REMEMBERED And I hereby certify that on this 21st day of
October 1921, before me the subscriber, a Notary Public, of the State of
Maryland, in and for Kent County aforesaid, personally appeared Miss Julia E.
Cacy, that Creditor above named and made oath in due form of law that the said
account is just and true as stated and that no part or parcel or security for
same has ever been received by her and the same is still due and unpaid.

VICTOR STEVENS
Notary Public

Notary
Public
Seal.

.....
AUTHORITY TO ENTER APPEARANCES
Filed Feb 14, 1922

John P. Ahern,
et al.

vs.

R. E. Fedderman, Admr.,
et al.

In the Circuit Court

for Queen Anne County, Maryland.

No. 2410.

in Equity.

J. Fletcher Rolph , Clerk:-

Please enter our appearance for Julia E. Cacy, William E. Cacy,
Maria O. Fedderman, Elizabeth B. Collins the defendants in the above entitled
case, say,

HOPE H. BARROLL
JOHN WETHERED BARROLL

Solic. for defendants named.

.....
ORDER TO CLERK TO ENTER APPEARANCES IN
ABOVE ENTITLED CASE
Filed Feb 14th 1922.

JOHN P. AHERN,
et al.

vs.

R. E. FEDDERMAN, Admr.
et al.

In the Circuit Court for

Queen Anne County, Maryland.

No. 2410 In Equity.

#

J. Fletcher Rolph, Clerk:-

Please enter the appearance of Hope H. Barroll and John Wethered
Barroll, to represent our interest in this cause and see that same are protected
as far as possible.

Very respectfully,

Witness signature of Julia E. Cacy
J. J. BETENHEY
Notary Public
in and for Balto City

JULIA E. CACY
WILLIAM E. CACY
MARIA O. FEDDEMAN
ELIZABETH B. COLLINS

.....
AGREEMENT TO TAKE TESTIMONY AND
ORDER OF COURT, THEREON.
Filed April 8th 1922.

John P. Ahern, et al,
Plaintiffs

versus

R. E. Fedderman, Administrator, et al.
Defendants.

In the Circuit Court for

Queen Anne's County, Maryland

In Equity, No. 2410

#

To the Honorable the Judge of said Court:

It is hereby mutually agreed by and between the Attorney for the
Complainants and the Attorneys for the respective Defendants, that testimony in
the above entitled case be taken before a special examiner residing in Chestertown,
Kent County, Maryland to be named by the Court.

HERBERT E. PERKINS
Atty. for the Complainant.

HOPE H. BARROLL
Atty. for R. E. Fedderman, Adminis-
trator of Charles O. Cacy, deceased.

Julia E. Cacy, Elizabeth B. Collins,
Maria O. Fedderman and William E.
Cacy, Heirs at Law of said Charles O.
Cacy.

For the sole purpose of taking testimony
in Chestertown instead of Centreville

WM. SLAY
Atty. for Wm. M. Slay, Augusta E. Slay ,
Lewin W. Wickes, Wm. W. Beck, Adminis-
trators of Richard D. Hynson, dec'd.

EDWIN L. MASLIN

ORDER OF COURT

On the foregoing agreement of all parties both Complainant and Defendants, it is ordered this 8th day of April by the Circuit Court of Queen Anne's County., in Equity, that leave be granted to the parties to the cause to take testimony before Wm. Frazier Russell, Jr., of Chestertown, Maryland, as special examiner, who is hereby appointed special examiner.

LEWIN W. WICKES

 COMPLAINANTS PETITION FOR DEFENDANTS
 TO PROCEED
 Filed Sept 20th 1922.

John P. Ahern, et al.	#	
versus	#	In the Circuit Court for
	#	Queen Anne's County,
R. E. Fedderman, Administrator	#	
or Charles O. Cacy, deceased/	#	Maryland,
	#	
Julia E. Cacy, Elizabeth B. Collins,	#	In Equity.
Maria O. Fedderman and William E.	#	
Cacy, Heirs at Law of said Charles	#	No. 2410
O. Cacy.	#	
	#	
Wm. M. Slay, Augusta E. Slay,	#	
Lewin W. Wickes, Wm. W. Beck,	#	
Administrators of Richard D.	#	
Hynson, dec'd and Edwin L. Maslin.	#	

To the Honorable the Judge of said Court:

The petition of the Complainants in the above entitled cause, respectfully show:

1st. That heretofore they filed their Bill of Complaint, September 2nd. 1921, as a creditors bill against the above named defendants.

2nd. That the defendants R. E. Fedderman, Administrators, and Julia E. Cacy, Elizabeth B. Collins, Maria O. Fedderman and Edwin L. Maslin were duly summoned. That service was accepted by Wm. M. Slay for the defendants, Wm. M. Slay, Augusta E. Slay, Lewin W. Wickes and Wm. W. Beck, Administrators of Richard D. Hynson, deceased.

3rd. That Hope H. Barroll, Esquire, appeared for Julia E. Cacy, Maria O. Fedderman and William E. Cacy, three of the above defendants as per order filed September 16th. 1921.

4th. That Hope H. Barroll and John Wethered Barroll, Esquires, appeared for Julia E. Cacy, William E. Cacy, Maria O. Fedderman and Elizabeth B. Collins 4 of the above defendants as per order filed February 14th. 1922.

5th. That on agreement of Attorneys for the respective parties an Order of Court was passed on April 8th. 1922, granting leave for testimony to be taken in Chestertown before Wm. Frazier Russell, Jr., as special examiner.

6th. That in pursuance of said Order of Court, June 5th. 1922 was named by agreement as the time for taking said testimony, That on said date in the presence of said examiner the testimony was taken on behalf of the complainants with the understanding with Hope H. Barroll, Attorney for the party defendants represented by him, the right would be reserved for cross examination of complainants witnesses; and also right reserved to examine witnesses in behalf of the said defendants represented by the said Hope H. Barroll.

7th. That since June 5th. 1922 your complainants have endeavored to fix a time with the said Hope H. Barroll, Attorney, for proceeding in said case with the closing of taking testimony, but thus far has been unable.

8th. That your complainants consider it unreasonable to be further delayed in concluding the taking of testimony in said cause or by any other action, if any to be taken, on behalf of said defendants.

Your petitioners therefor pray, your Honor to pass an order directing the said Hope H. Barroll and John Wethered Barroll as Attorneys for the said defendants represented by them to proceed forthwith with the closing of taking testimony, or by any other action they may desire that the said cause may be concluded.

And as in duty bound, etc.

HERBERT E. PERKINS
 Solicitor for Complainants.

ORDER OF COURT

Ordered this 20th day of September 1922 by the Circuit Court of Queen Anne's County, upon the foregoing petition that the defendants show cause, on or before the 2nd day of October 1922, why the prayer of the foregoing petition should not be granted, provided a copy of this petition and order be served on the said defendants or their solicitors, Hope H. Barroll or John Wethered Barroll, on or before the 25th day of September 1922 .

WM. H. ADKINS

.....
PETITION AND ORDER OF COURT TO RETURN
TESTIMONY
Filed Oct 6th 1922.

John P. Ahern, et al. : In the Circuit Court for
: Queen Anne's County,
versus :
: Maryland
R. E. Fedderman, et al. :
In Equity, No. 2410.

To the Honorable the Judges of said Court:

The petition of the Complainants in the above entitled cause, respectfully show:

1st. That on petition an Order of Court was passed on September 20th, 1922, that the defendants show cause, on or before the 2nd day of October 1922, directing Hope H. Barroll and John Wethered Barroll, as Attorneys, for the defendants represented by them to proceed forthwith with the closing of taking testimony, or by any other action they may desire that the said cause may be concluded; provided a copy of the petition and said Order of Court be served on the said defendants, or their solicitors Hope H. Barroll Or John Wethered Barroll, on or before the 25th day of September 1922.

2nd. That service was admitted on September 21st. 1922 by Hope H. Barroll, solicitor for defendants, of copy of petition and said Order of Court.

3rd. That Hope H. Barroll and John Wethered Barroll, solicitors for the defendants represented by them have shown no cause why the petition should not be granted, although due notice was given as required by the Order of Court passed September 20th. 1922.

Your petitioners therefor pray, your Honors to pass an Order empowering and directing the Examiner to close the depositions taken in said cause, and return them closed to the court.

HERBERT E. PERKINS
Solicitor for Complainants.

STATE OF MARYLAND:

COUNTY OF KENT:

I hereby certify that on this 5th day of October, 1922, before me the subscriber, a Notary Public, of State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Solicitor for Complainants, and made oath in due form of law that the matters and things herein set forth are true to the best of his knowledge and belief.

Notary
Public
Seal.

MARY E. ANDERSON
Notary Public

ORDER OF COURT

Ordered this 6th day of October, 1922, by the Circuit Court of Queen Anne's County, Maryland, upon the foregoing petition that Hope H. Barroll and John Wethered Barroll, as attorneys for the defendants represented by their proceed forthwith to take over testimony as they may desire to take in the above entitled case; and then the examiner close the taking of testimony and return the same on or before the 14th day of October 1922; provided a copy of said petition and and of this order be served on said attorneys on or before the 9th day of October 1922.

WM. H. ADKINS

.....
 ANSWER OF JULIA E. CACY
 Filed Oct 16, 1922.

John P. Ahern, et al. : In the Circuit Court for
 :
 vs. : Queen Anne's County, Maryland.
 :
 R. E. Fedderman, et al. : In Equity. No. 2910.

TO THE HONOURABLE THE JUDGES OF SAID COURT:

The Answer of certain defendants in this cause, to the Petition and Order of this Honourable Court of the 6th day of October 1922, respectfully shows:

1st. That when the first Petition was served on the Defendants, for whom Hope H. Barroll and John Wethered Barroll, Solicitors appeared, they told the Solicitor for the Plaintiffs that he could proceed, that they were ready to have the case heard.

2nd. Your Respondents further show that they are perfectly willing for the Plaintiffs to present the case to your Honours or offer such further testimony as they may desire; that the case is and has been for some time past in such condition that your Respondents desire to have it heard by this Honourable Court and to argue the questions involved in this cause.

3rd. Wherefore your Respondents pray your Honours to set this cause down for a hearing and argument at such convenient time as may be suitable to the Court and to the Solicitor and Plaintiffs, but they desire to present their case in full at the hearing on the day to be named by this Honourable Court.

As in duty bound, respectfully pray, &c.

HOPE H. BARROLL
 Solic for _____ Named.

Ordered by the Circuit Court for Kent County, sitting as a Court of Equity this ___ day of October, 1922, upon the foregoing answer of the Defendants who are represented by Hope H. Barroll and John Wethered Barroll, their Solicitors, that the above cause be set down for hearing on the ___ day of October, 1922.

.....
 DEMURRER
 Filed Oct 28th 1922.

John P. Ahern, : # 2410 in Equity
 Herbert E. Perkins, :
 Plaintiffs . : In the Circuit Court for
 :
 vs. : Queen Anne's County,
 :
 R. E. Feddeman, Administrator : Maryland.
 of Charles O. Cacy, deceased. :
 : R. E. Feddeman
 Julia E. Cacy, Elizabeth B. Collins, : Julia E. Cacy
 Maria O. Feddeman and William E. : Elizabeth B. Collins
 Cacy, Heirs at law of said Charles O. : Maria O. Feddeman
 Cacy. :
 :
 Wm. M. Slay, Augusta E. Slay, :
 Lewin W. Wickes, Wm. W. Back, :
 Administrators of Richard D. :
 Hynson, Dec'd and Lewin L. Maslin. :
 Defendants. :

The Defendants, R. E. Feddeman, Administrator of Charles O. Cacy, deceased, Julia E. Cacy, Elizabeth B. Collins, Maria O. Feddeman and William E. Cacy, heirs at Law of said Charles O. Cacy, certain Defendants in the above entitled case demur to the Plaintiffs' bill and for cause of demurrer shows:-

(1) That the Plaintiffs have not stated in their bill such a case as entitled them to any relief in Equity against these Defendants;

(2) And for reason that the Plaintiffs when they took testimony to support their Bill in Equity filed in this cause, offered as a part of their evidence, Equity case # 1878, now pending in the Circuit Court for Kent County, Maryland entitled Charles O. Cacy, Plaintiff, vs. William M. Slay, et al. Defendants, also Vol. 127, page 493 of the Maryland Reports, which contains the decision of the Court of Appeals of said case of Cacy vs. Slay, et al; these Defendants show that the Plaintiffs are not entitled to maintain the Bill of Complaint filed in this cause, because upon the Plaintiffs' own showing the said Equity case #1878 pending in the Circuit Court for Kent County, Maryland, has never yet been definitely decided and the same subject matter and the same end sought to be attained are in issue in these cases; but the Bill in Equity in this case now pending in the Circuit Court for Kent County, Maryland in said Chancery cause #1878 and until that case is first heard, determined and ended by a decree of the Circuit Court for Kent County, Maryland, this Court ought not to enter a decree in this cause, but should require the parties in said cause pending

in Kent County, Maryland to offer the testimony which the Court of Appeals in 127 Maryland Reports page 493, declares it is necessary to dispose of before the property, by this present indirect proceeding in the Circuit Court in Queen Ann County, Maryland, seeks to have sold notwithstanding the fact that the Circuit Court for Kent County, Maryland, has long since assumed jurisdiction over the questions to be determined in this cause.

HOPE H. BARROLL
Solic for R. E. Fedderman et al.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

Be it remembered that I hereby certify that on this 20th day of October, 1922, before me the subscriber, a Notary Public, personally appeared R. E. Feddeman, Julia E. Cacy, Maria O. Feddeman Elizabeth B. Collins, and having first sworn, says that he is one of the Defendants in the above entitled cause and that the demurrer filed as above set forth in this cause is not intended for delay.

In testimony whereof I hereunto subscribe my name and have affixed my official seal the day and year above written.

Notary
Public
Seal.

VICTOR STEVENS
Notary Public

PETITION FOR APPOINTMENT
OF HOPE H. BARROLL TRUSTEE
Filed November 20, 1922

John P. Ahern, :
Herbert E. Perkins, :
Plaintiffs. :
:

vs. :
:

R. E. Feddeman, Administrator of :
Charles C. Cacy, deceased. :
:

Julia E. Cacy, Elizabeth E. :
Collins, Maria C. Feddeman and :
William E. Cacy, Heirs at Law :
of said Charles O. Cacy. :
:

Wm. M. Slay, Augusta E. Slay, :
Lewin W. Wickes, Wm. W. Beck, :
Administrators of Richard D. :
Hynson, dec'd and Lewin L. Maslin. :
Defendants. :
:

In the Circuit Court for
Queen Anne's County,
Maryland.
In Equity
No. 2410.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the undersigned heirs or next of kin to Charles O. Cacy, deceased, who are: Julia E. Cacy, his sister, and largest credit, Elizabeth Collins, Maria Feddeman, William E. Cacy, his nephew, who are daughters and son of Mrs. Mary O. Cacy, the deceased sister of the said Charles O. Cacy, shows that in the above and titled case they desire in appointing a trustee for the sale of the real estate this Honorable Court will appoint Hope H. Barroll their solicitor, as trustee for the sale of the said real estate, and that no other person is suggested by the heirs:- in a case of this character the Court should appoint a trustee to represent the heirs at law as a person to sell the real estate mentioned.

Witness as to Julia E. Cacy
Elizabeth B. Collins and
William E. Cacy
J. RAYMOND SIMPERS
Notary Public
Notary Public
Seal.

JULIA E. CACY
ELIZABETH B. COLLINS
MARIA O. FEDDEMAN
WILLIAM E. CACY

Witness:
LEAH P. BIRCKHEAD
Notary Public.

Notary
Public
Seal.

Filed November 19th, 1922

ANSWER
Filed February 24, 1923

John P. Ahern, et al :
vs. :
R. E. Fedderman, et al. :

In the Circuit Court for
Queen Anne's County, Maryland.
In Equity, No. 2910.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Answer of certain Defendants in this cause, to the Petition and Order of this Honourable Court of the 6th day of October 1922, respectfully shows:

1st. That when the first Petition was served on the Defendants, for whom Hope H. Barroll and John Wethered Barroll, Solicitors appeared, they told the Solicitor for the Plaintiffs that he should proceed, that they were ready to have the case heard.

2nd. Your Respondents further show that they are perfectly willing for the Plaintiffs to present the case to your Honours or offer such further testimony as they may desire; that the case is and has been for some time past in such condition that your Respondents desire to have it heard by this Honourable Court and to argue the questions involved in this cause.

3rd. Wherefore your Respondents pray your Honours to set this cause down for hearing and argument at such convenient time as may be suitable to the Court and to the Solicitor and Plaintiffs, but they desire to present their case in full at the hearing on the day to be named by this Honourable Court.

Assin duty bound, respectfully pray, &c.

HOPE H. BARROLL
Solr. for Defendants named

STATEMENT
Filed Feb. 24, 1923.

The estate of Charles O. Cacy
to Miss Julia E. Cacy

for illness and burial expenses.

1919		
Sept. 15th.	To amt. services of nurse, board & room	\$ 40.57
	" " Laundress and man to assist nurse	27.35
	" " (clothing) suit & underwear	32.65
	" " Removal to hospital & expenses there	30.00
	" " Dr. Brice's bill	37.20
	Funeral services	5.00
	To amt., W. T. Pippin (Undertaker)	224.50
	" " Mr. Ahern, materials for grave	18.93
	" " Amt. pd. on C. O. Cacy's farm in Queen Anne Co. for year 1920	<u>64.92</u>
		\$481.12

STATE OF MARYLAND,
KENT COUNTY, TO WIT:

Be it remembered and I hereby certify that on this 21st. day of October 1921, before me the subscriber, a Notary Public, of the State of Maryland, in and for Kent County aforesaid, personally appeared Miss Julia E. Cacy, that Creditor above named and made oath in due form of law that the said account is just and true as stated and that no part or parcel or security for same has ever been received by her and the same is still due and unpaid.

Victor Stevens
Notary Public.

\$\$\$\$\$\$\$\$\$\$\$\$
\$ \$
\$Notarial \$
\$ Seal. \$
\$\$\$\$\$\$\$\$\$\$\$\$

BRIEF
Filed Feb. 24, 1923

John P. Ahern,	:	In the
vs.	:	Circuit Court
C. O. Cacy, Estate	:	for Queen Anne County
		Maryland.

NOTES IN BEHALF OF THE DEFENDANT.

The question at issue in this case is a simple one:-
After a Court of Equity has assumed jurisdiction over any land lying in Queen Anne County: after testimony was taken, Decree was entered and an appeal was heard by the Court of Appeals, as in the case of Charles O. Cacy vs. Wm. M. Slay, 127 Md. 493. The Bill in Equity in that case was filed May 16th. 1914, and the opinion of the Court of Appeals was filed January 14th. 1916, sending back the cause, without reversing or affirming the decree then it is submitted that case is still pending and is still open for further proceedings: can an independent suit as to that land be entered and prosecuted while that case remains open?

Subsequently in this suit of John P. Ahern v. Cacy a Bill was filed on the day of 1921 and a decree of the Court for sale of the same land was asked. The

same subject matter which was in contention in the case of Cacy v. Slay is the object of the Bill filed by Mr. Ahern.

Two causes concerning the same subject matter cannot be prosecuted at one and the same time. It is contended by the Defendant in this cause that the case of Cacy v. Slay must first be disposed of before a Decree can be passed in this cause.

Examination of the testimony in this case will disclose that the Plaintiff as part of his proof has introduced the entire Record as well as the Opinion of the Court of Appeals in 127 Md. supra, as part of his testimony and evidence in order to secure a decree from this Court. By doing this the Plaintiff shows to the Court that the said cause is still pending and unsettled and undisposed of. The introduction of the Record of the case itself and of the decision of the Court of Appeals in 127 Md. plainly puts the Plaintiff out of Court. Before he can proceed to obtain a Decree for the sale of the real estate the case in 127 Md. will have to be disposed of.

From the case of Carter v. The Suburban Water Co. 131 Md. 95 holds: "It has been long since settled, that where a Court of Equity has original jurisdiction, and a statute confers upon the common law Courts a similar power, the jurisdiction of Equity is not thereby ousted." This case cites Barnes v. Crain, 8 Gill. 398; Shyock v. Morris, 75 Md. 72.

From Withers v. Denmead, 22 Md. 135 is the following: "That when two courts have concurrent jurisdiction over the same subject matter, the Court in which the suit is first commenced is entitled to retain it. This case cites Brooks v. Delaplaine, 1 Md. Ch. 272, note (a). See also Keerl v. Keerl, 28 Md. 160; and cf. Cone v. East Balto. Society, 40 Md. 386. And as to jurisdiction of Courts of Equity, see also Phelps's Juridical Equity, P. 259, 560; 45 Md. 537; 3 Md. Ch. 150; 7 Gill. 446.

The case of Bouldin v. Reynolds, 50 Md. 174 says: "We affirm the order appealed from upon the distinct ground that there was a prior proceeding depending in another Court of competent jurisdiction, where the question attempted to be raised by this proceeding could have been raised and decided, if necessary to the protection of the interest of any of the parties concerned. It appears both from the petition of the appellant and the answer thereto, that, before the institution of this proceeding by the appellant, a suit had been instituted by the wife of the appellant, for whom the appellant is trustee, in the Circuit Court of Baltimore City, against Butler and wife, Reynolds and the appellant, for the purpose of having the lease, the subsequent deed, and mortgage set aside and vacated, upon ground of undue influence and coercion, and that proceeding an injunction was prayed to stay the sale that is prayed to be stayed by the present proceeding. That suit for ought that appears in this case, is still pending. And such being the condition of things, it is not a question whether the Circuit Court for Anne Arundel County has jurisdiction over the sale attempted to be made, but whether it ought to take cognizance of the question sought to be raised on the petition of the appellant. There is manifest impropriety as well as great inconvenience, in allowing litigation in reference to the same subject-matter to be multiplied in difference Courts of concurrent jurisdiction, and it is equally vexatious that the litigation should be conducted by piecemeal. The appellant being a party to the case pending in the Court in Baltimore, he could if it were deemed necessary, by proper application, raise the question there that he seeks to raise here, and thus have the whole litigation disposed of in one case and by one tribunal instead of multiplying litigation with the risk of conflicting decisions."

From Barroll's Maryland Chancery Practice on page 7 is the following: "It is always to be borne in mind that where the jurisdiction of a Court of Chancery is original and established it is not ousted by a statutory provision giving to Courts of Law power over the same subject. 8 Gill 395. And where the subject matter of controversy is already in possession of a Court of competent jurisdiction, public policy and judicial comity require that it's action should not be interfered with by any other Court of concurrent jurisdiction. Withers v. Denmead, 22 Md. 146; 4 G. & J. 493.

The case of Brown v. Wallace et al. 4 G. & J. 494, in the last paragraph says: "After a suit has been instituted, and is then depending in any Court of competent jurisdiction in this State, though it is not so with regard to a suit in a foreign Court, no other suit can be maintained for the same subject between the same parties." Browne v. Joy, 9 Johns Rep. 221; Walsh v. Durkin, 12 Johns Rep. 99".

In the case of Whiting v. Shipley, 127 Md. 119, it recognizes a "Well established rule" in the following words: "That when two Courts have concurrent jurisdiction over the same subject matter, the Court in which the suit is first commenced is entitled to retain it, and the other co-ordinate Court has no authority to interfere, and will as soon as judicially informed of the pendency of the prior suit, dismiss the subsequent proceedings." Brooks v. Delaplaine, 1 Md. Ch. 354; Dunnock v. Dunnock, 3 Md. Ch. 150; and numerous others therein cited.

TESTIMONY
Filed Feb 24, 1923

John P. Ahern,
Herbert E. Perkins,
Plaintiffs.

vs.

R. E. Fedderman, Administrator of
Charles O. Cacy, deceased.
Julia E. Cacy, Elizabeth B. Collins,
Maria O. Fedderman and William E. Cacy,
Heirs at Law of said Charles O. Cacy.
Wm. M. Slay, Augusta E. Slay, Lewin
W. Wickes, Wm. W. Beck,
Administrators of Richard D. Hynson, dec'd
and Lewin L. Maslin.
Defendants.

IN the Circuit Court for
Queen Anne's County, Maryland
In Equity. No. 2410

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above cause being at issue, and notice having been given me by the solicitor of the Plaintiffs of a desire to take testimony in the same (leave of Court having been first obtained), I, Wm. Frazier Russell, Jr., a special examiner appointed by the Court for this case, and an agreement to take testimony on behalf of the respective parties, having been filed in this case, assigned Monday, June 5th, 1922, at 10 o'clock A.M., and the office of Herbert E. Perkins, solicitor for the Plaintiffs, as the time and place for the examination of witnesses in said cause, at which last mentioned time and place I attended, having given due notice of such meeting and proceeded to take the following depositions:

John P. Ahern, a witness of Lawful age, produced on the part of the Plaintiffs, being duly sworn doth depose and say:

1. State your name, residence and occupation.
Ans. J. P. Ahern, residence Millington, occupation General Merchandise.
2. Are you one of the Plaintiffs in this case?
Ans. Yes.
3. Did you know Charles O. Cacy? Is he living or dead?
Ans. I knew him, and he is dead. He died on or about September 21st. 1919.
4. Did he leave a last Will and Testament?
Ans. Not so far as I know.
5. Did he leave a surviving widow?
Ans. No, so far as I know.
6. What Heirs at Law did he leave?
Ans. He left a sister Miss Julia E. Cacy, who resides in Millington, Kent County, Maryland. Elizabeth B. Collins, a niece, who resides in Millington, Kent County, Maryland. Maria O. Fedderman, a niece, who resides in Millington, Kent County, Maryland, William E. Cacy, a nephew, who resides at Dumont, New Jersey. All the above are over twenty-one years of age.
7. Was there an Administration on the estate of Charles O. Cacy, deceased?
Ans. There was, by Richard E. Fedderman, Administrator.

The certified copy of the first and final Administration and dividend account of Richard E. Fedderman, Administrator of the estate of Charles O. Cacy, filed herewith and marked Complainants Exhibit "D".

8. Was the personal estate of Charles O. Cacy sufficient to discharge all his just debts?
Ans. No, as is shown by the Administration account.
9. Was the said Charles O. Cacy, deceased, indebted to you in his life-time?
Ans. Yes, First on note dated May 1st, 1919, for \$203.82, payable in four months. Second on note dated July 7th, 1919, for \$38.91, payable in two months.

On the above there is a credit shown on our books of \$28.84, date October 1st, 1919, this amount is credited on the back of the \$38.91 note. I have also received dividends from R. E. Fedderman, Administrator, amounting to \$28.60 date July 13th, 1921. With these credits it leaves a balance due of \$185.29 with interest.

The said two notes referred to above are filed herewith and marked Complainants Exhibit "A" and Complainants Exhibit "B".

10. Did Charles O. Cacy, deceased, leave any real estate?
Ans. Yes, a farm situated in Queen Anne's County about one mile from Millington, and contains about 117 acres of land. The improvements are a small building of nominal value. The house having burned about three years ago.
11. What, in your opinion is the value of this farm?
Ans. \$1800.00.

Right of cross examination reserved.

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 and same fully and at large your answer.
Answer: Nothing

J. P. AHERN

Herbert E. Perkins, a witness of lawful age produced on the part of the Plaintiffs being duly sworn doth depose and say:

1. State your name, residence, and occupation.
Ans. Herbert E. Perkins, Chestertown, Maryland, Attorney at Law.
2. Was Charles O. Cacy, deceased, indebted to you in his life time?
Ans. Yes, for an Examiner's fee for \$4.00 in the Equity case, No. 1878, entitled Charles O. Cacy, Plaintiff, vs. Wm. M. Slay, et al., Defendants, I filed a claim for this in the Orphans' Court for Kent County on which I received a dividend of \$.42, as shown by a certified copy of the first and final Adminis

tration account of Richard E. Fedderman, Administrator of Charles O. Cacy, deceased, filed in this case.

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 same fully and at large your answer.

Answer: Nothing.

HERBERT E. PERKINS

Solicitor for the Plaintiffs offers in evidence the Equity case No. 1878, in the Circuit Court for Kent County, Maryland, entitled Charles O. Cacy, Plaintiff, vs. William M. Slay, et al, Defendants. Also Vol. 127, page 493 of the Maryland Reports, which contains the decision of the Court of Appeals in said case of Cacy vs. Slay, et al.

No other witnesses being named or produced to me, I then, at the request of the solicitor for the complainants close the depositions, and herewith return them closed under my hand and seal this 23rd day of November, 1922.

WM. FRAZIER RUSSELL Jr. (SEAL)
Special Examiner.

Statement of Costs.

Wm. Frazier Russell, Jr. special examiner	on day	\$4.00
Katherine Nickerson Roff, stenographer	One "	3.00
		<hr/>
		7.00

I hereby certify that the above statement of costs is correct.

WM. FRAZIER RUSSELL JR.
Special Examiner.

.....
CONSENT OF DEFENDANTS TO SALE,
FREE AND DISCHARGED OF MORTGAGE
Filed Feb 24th 1923 .

John P. Ahern, et al	:	In the Circuit Court for
	:	
versus	:	Queen Anne's County, Maryland,
	:	
R. E. Fedderman, et al.	:	In Equity No. 2410.

To the Honorable the Judge of said Court:

The defendants in the above entitled case, William M. Slay, Augusta E. Slay, Lewin W. Wickes, and Wm. W. Beck, Administrators of Richard D. Hynson, deceased, hereby consent to the sale of the farm mentioned in these proceedings free and discharged of the mortgage from Charles O. Cacy to Edwin L. Maslin, dated May 17th 1899, and recorded in Liber W.D. No. 3, Folio 201, and assigned to Richard D. Hynson, on the condition that their rights under said mortgage attach to the proceeds of sale of said real estate.

William M. Slay, Augusta E. Slay,
Lewin W. Wickes, and Wm. W. Beck,
Administrators of Richard D. Hynson,
deceased.

By WM. SLAY
Attorney for said defendants.

.....
OPINION
Filed May 15th 1923.

John P. Ahern	:	In the Circuit Court for
et al.	:	
	:	Queen Annes County
vs.	:	
	:	in Equity.
R. E. Fedderman, Admin.	:	
et al.	:	No. 2410.

O P I N I O N

The only question now to be decided by the Court in this case is as to who shall be appointed Trustee or trustees. Mr. Herbert E. Perkins, as solicitor for plaintiff filed the Bill of Complaint. Mr. Perkins is recommended by a majority of the creditors, and Mr. Hope H. Barroll by the heirs for appointment as trustee.

These bring separate classes, each having substantial interests, actual or potential, the rule in this Circuit as stated in the case of Pennington vs. Pennington Circuit Court for Kent County, No. 1738 Equity, in which case previous Leading cases are cited, constrains us to appoint the two trustees recommended by the respective parties.

We will therefore sign a decree appointing Messers. Herbert E. Perkins and Hope H. Barroll Trustees to sell the property mentioned in these proceedings.

WM. H. ADKINS

ORDER OF COURT OVER RULING
DEMURRER TO BILL OF COMPLAINT
Filed May 15th 1923.

JOHN P. AHERN : In the Circuit Court for
ET AL. :
VS. : Queen Anne's County
R. E. FEDDERMAN* Adm. :
et al. : in Equity.

Ordered this fifteenth day of May 1923 by the Circuit Court for Queen Annes County in Equity, that the demurer to the Bill of Complaint in the above entitled case, be and the same is hereby over ruled.

WM. H. ADKINS

AGREEMENT TO SUBMIT FOR FINAL DECREE
Filed May 18th 1923.

John P. Ahern, et al. : In the Circuit Court for
versus : Queen Anne's County,
R. E. Fedderman, et al. : Maryland,
In Equity No. 2410.

The above entitled case is submitted for final decree.

HERBERT E. PERKINS
Solicitor for Plaintiffs.

HOPE H. BARROLL
Solicitor for Defendants.
Julia E. Cacy, Elizabeth B. Collins, Maria O. Fedderman and Wm. E. Cacy, Heirs at Law of Charles O. Cacy.

DE C R E E
Filed May 19th 1923.

John P. Ahern : IN THE CIRCUIT COURT FOR
et al. :
vs. : QUEEN ANNE'S COUNTY, IN EQUITY.
R. E. Fedderman, Adm. :
et al. : CAUSE NO. _____

The above cause standing ready for hearing, and being submitted after Argument and all the proceedings having been read and considered.

It is thereupon, this Nineteenth day of May in the year nineteen hundred and twenty three by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, ADJUDGED, ORDERED and DECREE that the property mentioned in said proceedings be sold.

That Herbert E. Perkins and Hope H. Barroll be and they are hereby appointed Trustee to make said sale, and the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by themselves with a surety or sureties to be approved by this Court, or the said Clerk, in the penalty of

twenty five hundred dollars if the surety be a bonding company and five thousand dollar of the sureties be individuals conditioned for the faithful performance of the trust reposed in them, by this decree, or which may be reposed in them by and future Decree or Order in the premises: They shall then proceed to make the said sale, having given at least three weeks previous notice by advertisement, inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One third of the purchase money cash, and the balance to be paid in two equal instalments in one and two years respective, or all cash at the option of the purchaser or purchasers; deferred payments to bear interest at the rate of six per cent and to be secured to the satisfaction of the trustees.

And as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of the same; with an affidavit of the truth thereof, and of the fairness of said sale or sales, annexed; and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money. (and not before,) the said Trustees, by a good and sufficient deed, to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said Trustees shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

WM. H. ADKINS

.....
BOND OF HERBERT E. PERKINS
Filed July 30th 1923.

KNOW ALL MEN BY THESE PRESENTS, That we, Herbert E. Perkins as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-five hundred (\$2500.00) 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 26th day of July in the year one thousand and nine hundred and twenty-three.

WHEREAS, the above bounden Herbert E. Perkins and Hope H. Barroll were appointed Co- Trustees by Decree of Court passed 19th day of May 1923 to sell the Real Estate mentioned in these proceedings upon giving bond in the penalty of \$2500.00 if corporate security, and double that amount if personal security, for the faithful performance of the Trust.

AND WHEREAS, the said Hope H. Barroll, one of the Trustees is filing his separate bond in said case.

AND WHEREAS, the said Trustees are proceeding to sell the said real estate mentioned in these proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Herbert E. Perkins, one of the Co-Trustees does and shall well and faithfully perform the trust reposed in him by said decree of Court, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of,

MARY E. ANDERSON

(Corporate Seals
Place).

HERBERT E. PERKINS (SEAL)

FIDELITY AND DEPOSIT CO., of
Md.
By HERBERT E. PERKINS
Agent.

.....
PETITION
Filed Aug 13th 1923.

John P. Ahern, et al : No. 2410 Equity.
: :
vs. : In the Circuit Court for
: :
R. E. Feddeman, Admr. et al. : Queen Anne Co. Md.

TO THE HONOURABLE THE JUDGES OF SAID COURT:

The Petition of Hope H. Barroll, a joint Trustee appointed together with Herbert E. Perkins to make sale of the real estate in this cause, respectfully shows:

(1) That by the Decree of this Honourable Court bearing date 19th day of May 1923, your Petitioner and Herbert E. Perkins were appointed joint Trustees to sell the real estate mentioned in these proceedings.

(2) Your Petitioner shows that he believes that it is for the best interests of himself and those whom he represents in these proceedings that he should not act as a Trustee in the cause, because there is bound to be considerable litigation, discord and disagreements and he thinks he can serve his clients better if he acts solely as their Attorney and Solicitor and is not hampered by the fact that he is also a Trustee in the cause.

(3) Your Petitioner therefore prays your Honours that his name may be stricken out as one of the Trustees and that he may not be required to act in this capacity so that he may feel that in the litigations which are involved in this cause his hands may be free and his unfettered services at the disposal of his clients.

Wherefor your Petitioner prays your Honours to pass an order in the premises to this effect.

And as in duty bound will ever pray, &c.

HOPE H. BARROLL
Petitioner.

Ordered by the Circuit Court for Queen Anne's County, Maryland, sitting as a Court of Equity this 27th day of August 1923, the foregoing Petition having been read and considered, that Hope H. Barroll be and is excused from further acting as a Trustee or turned over to Herbert E. Perkins the other trustee any funds he may have in hand either jointly with said Herbert E. Perkins or separated; and it is further ordered that decreed that Herbert E. Perkins act as sole Trustee for the purpose of completing the execution of said trust under the terms of the original Decree precisely as if the same were herein set forth at length; provided the said Herbert E. Perkins, Trustee, have his surety consent to and approve the discharge by this order of said Hope H. Barroll as trustee and the acting of said Perkins as sole trustees by a proper endorsement in the bond filed by the said Herbert E. Perkins, as trustee.

WM. H. ADKINS

Filed Aug 28th 1923.

REPORT OF SALE
Filed September 29th 1923.

John P. Ahern, et al. : In the Circuit Court for
versus : Queen Anne's County, Maryland.
R. E. FEDDERMAN, et al. : In Equity No. 2410.

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Herbert E. Perkins, a co-Trustee with Hope H. Barroll, appointed by a Decree of this Honorable Court, passed in the above entitled cause, the 19th day of May 1923 to make sale of said Real Estate therein mentioned, respectively shows:-

That the said Herbert E. Perkins on July 30th., 1923 filed a separate bond in the penalty of \$2500.00, the sum fixed by the Decree of said Court, which said bond set out that the said Hope H. Barroll, the other Trustee was to file his separate bond in said cause.

That notice was given by said Trustees of the time, place, manner and terms of sale by advertisements inserted in the Centreville Record, a weekly newspaper published in Queen Anne's County, Maryland, and in the Kent News, a weekly newspaper published in Kent County, Maryland, (as per certificate herewith filed, and made a part hereof), for each of four successive weeks before the 21st. day of August 1923, the day of sale.

That afterwards on or about ten days prior to the day of sale the said Hope H. Barroll, Co- Trustee, advised the said Herbert E. Perkins that he had prepared a petition (which said petition he showed the said Herbert E. Perkins) requesting the Court to relieve him of acting as one of the Co-Trustees, alleging a possible conflict between his duty to his clients, and his duty as Co-Trustee.

That the said Hope H. Barroll advised the said Herbert E. Perkins that he was forwarding to the Judge of this Honorable Court said petition for action, expecting the same to be acted on by the Court prior to the day of sale.

That the said Herbert E. Perkins not hearing anything further in regard to the said petition of Hope H. Barroll proceeded in pursuance to said notice of advertising, and attended at the Court House door in Centreville, Queen

Anne's County, Maryland at 2:30 P.M., (the said Hope H. Barroll not attending), to sell the said property in manner following, that is to say:-

The property mentioned in these proceedings, situate in the First Election District of Queen Anne's County, Maryland, on the north side of the public road, leading from Millington to Blanco, and adjoining the properties of John Biggs and Harry Bamburger, containing 117 acres of land more or less, was offered at public sale to the highest bidder.

And your said Co-Trustee, Herbert E. Perkins, sold the above described property to John Biggs, at and for the sum of Two thousand (\$2000.00) dollars, he being at that sum the highest bidder, therefor, the terms of sale have been complied with.

That afterwards by Order of Court passed the 27th day of August 1923, the said Hope H. Barroll was excused from further acting as trustee, and decreed that Herbert E. Perkins act as sole Trustee for the purpose of executing said Trust under the terms of the original Decree, provided the said Herbert E. Perkins, Trustee have his surety consent to and approve the discharge by this Court of said Hope H. Barroll as Trustee, and the acting of said Herbert E. Perkins as sole Trustee, by proper endorsement on the bond filed by the said Herbert E. Perkins, Trustee.

That in pursuance of said Order of Court the said Herbert E. Perkins has procured the consent and approval of his surety the Fidelity and Deposit Company of Maryland, to the discharge by Order of Court of Hope H. Barroll as one of the Co-Trustee, and the acting by the said Herbert E. Perkins as Sole Trustee; which said consent and approval is endorsed on the bond of the said Herbert E. Perkins, Trustee, and filed on the day of _____ 1923.

It is respectively submitted.

HERBERT E. PERKINS
Sole Trustee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:-

I hereby certify that on this 28 day of September in the year nineteen hundred and twenty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, Trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Notary
Public
Seal.

MARY E. ANDERSON
Notary Public

.....
CERTIFICATE OF PUBLICATION OF
TRUSTEES' SALE
Filed Sept 24, 1923.

TRUSTEES SALE OF A
VALUABLE FARM
Near Millington, in Queen Anne's County Maryland.

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed May 19th, 1923, in Cause No. 2410, wherein John P. Ahern, et al, are plaintiffs and R. E. Feddeman, Administrator, et al, defendants. the undersigned, as Trustees. will sell at public auction to the highest bidder in front of the Court House, Centreville, Queen Anne's County, Maryland, on Tuesday, August 21, 1923 at 2:30 P.M.

ALL THAT FARM or tract of land known as the Charles O. Cacy Farm, situated in the First Election District of Queen Anne's County, Maryland, on the north side of the public road leading from Millington to Blanco, and adjoining the properties of John Biggs and Harry Bamberger, containing 117 acres of land more or less. Being the same which was conveyed to Charles O. Cacy by J. N. Milnor, deed dated 26th day of March 1884, recorded in Liber S.D. D.No. 9, Folio 424, one of the Land Record Books of said Queen Anne's County.

This farm is about one mile from Millington . The improvements consist of a small building.

TERMS OF SALE:- One-third of the purchase money cash, and the balance to be paid in two equal installments in one and two years respectively, or all cash in the option of the purchaser or purchasers; deferred payments to bear interest at the rate of six per cent and to be secured to the satisfaction of the Trustees.

HOPE H. BARROLL
HERBERT E. PERKINS,
Trustees.

John T. Jester, Auctioneer.

THIS IS TO CERTIFY, That the annexed Advertisement was inserted in the KENT NEWS, a newspaper printed and published in Kent County, Maryland, once in each of four successive weeks before the 21st day of Aug, 1923.

WM. B. USILTON & SON
PUBLISHERS.

Sept 24, 1923.

.....
N I S I
Filed Sept 29th 1923.

N I S I

John P. Ahern , et al.	)	IN THE CIRCUIT COURT FOR
	)	QUEEN ANNE'S COUNTY,
vs	)	IN EQUITY.
R. E. FEDDERMAN	)	CHANCERY NO. 2410.

ORDERED, This 29th day of September A.D., 1923, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Sole Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of November next.

The Report states the amount of sale to be \$2000.00

J. R. ROLPH Clerk.

Filed Sept 29th 1923.

.....
N I S I
Filed November 14th, 1923.

N I S I

John P. Ahern, et al.	)	In the Circuit Court for
vs.	)	Queen Anne's County In Equity.
R. E. Feddeman, et al.	)	Chancery No. 2410.

ORDERED, This 14th day of November A.D., 1923, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Sole Trustee , be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of January 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 December next.

The Report states the amount of sales to be \$2000.00.

J. F. ROLPH Clerk.

Filed November 14th 1923.

.....
STATEMENT
Filed Jan 5th 1924.

Charles O. Cacy, Estate,

to

Julia E. Cacy

1892

Jan 13th.	To amount of mortgage from Charles O. Cacy dated January 13th, 1892, duly recorded in Liber SB. No. 15, Folio 193, & c., one of the Land Record Book of Kent County, Md. \$444.96
	To interest thereon from the date thereof to the 13th day of January 1924.

State of Maryland, Kent County, to wit;

Be it remembered and I hereby certify that onthis 20th day of December 1923, personally appeared Julia E. Cacy and made oath in due form of law that the above sum of money is due to her under the mortgage of record given to her and others by Charles O. Cacy in his life time.

In Testimony whereof, I hareunto subscribe my name and have affixed my official seal the day and year above written.

Notary
Public
Seal.

HARRY E. AIDT
Notary Public

.....
EXCEPTIONS TO RATIFICATION OF
REPORT OF SALE
Filed Jan 10th 1924.

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

John P. Ahern, Herbert E. Perkins,

vs.

R. E. Feddeman, Administrator of Charles
O. Cacy, deceased, Julia E. Cacy, Elizabeth
B. Collins, Maria O. Feddeman, William E.
Cacy, Heirs -at-Law of the said Charles O.
Cacy, William M. Slay, Augusta E. Slay,
Lewin W. Wicks, Wm. W. Beck, Administrator
of Richard D. Hynson, deceased, and Edwin
L. Maslin.

Chancery Docket,
No. 2410.

To the Honorable, the Judges of said Court:

Your orator, John Biggs, complaining, says:-

That your orator was the purchaser at public sale of the real estate mentioned and described in these proceedings, and has complied with the terms of said sale by the payment of one- third of the purchase money on the day of sale, which sale has been reported to this Court by the report of sale filed in this Court by Herbert E. Perkins, Trustee, on September the 29th., 1923.

That your orator herewith files exceptions to the ratification of the report of sale filed as aforesaid on the following grounds, to wit ;

1. That after Herbert E. Perkins, Trustee appointed by this Court to make sale of the real estate, had on the day of sale caused the advertisement of the said real estate to be read, he, the said trustee, announced that the aforesaid property so mentioned and described in said advertisement, which is the entire property mentioned and described in these proceedings, was being offered for sale "Clear of all liens and encumbrances" or words of a similar import, and that your orator relying upon said statement bid on said property and became the purchaser thereof.
2. That your orator is advised and so alleges that there was at the time of sale and is now a mortgage resting on said real estate given by Charles O. Cacy, the last record holder of said real estate, to Julia A. Cacy, Samuel Cacy and Mary O. Cacy, said mortgage bears date of January the 12th 1892, and is recorded in Liber W.D. No. 6, folios 428, & etc., a Land Record Book for Queen Anne's County, at the bottom of which purports to be a partial release, said mortgage is in the sum of \$924.62, and that your orator asserts that not all of the parties to the aforesaid mortgage are parties to this suit, and that your orator is advised that the said Herbert E. Perkins, Trustee as aforesaid, does not know either the holders of said mortgage nor the amount of principal mortgage debt and interest due thereon.
3. That your orator is advised and so alleges that there was at the time of sale as aforesaid and are now sundry judgments against the said C.O. Cacy, which constitutes liens against the real estate sold in these proceedings.
4. That the said Herbert E. Perkins, Trustee as aforesaid, can not convey a clear unincumbered title to the real estate mentioned and described in these proceedings without first having the aforesaid mortgage released and the judgments resting against the said C. O. Cacy "satisfied" and therefore your orator excepts to the ratification of the report of sale filed in this cause unless the said trustee can convey said real estate free, clear and discharged from all liens and encumbrances to your orator as announced by said trustee at the time of sale and on which announcement your orator relied.

To the end, therefore,

(1) That this Court may not ratify and confirm the report of sale made in this cause on Septe 29th., 1923; unless this Court be of the opinion that the said Herbert E. Perkins, Trustee in this cause can convey a clear and unimcembered title to your orator; and if the said Herbert E. Perkins, Trustee as aforesaid, can not convey such a title that said sale so made and reported be set aside and the purchase money already paid on said land be returned to your orator.

(2) That your orator may have such other and further relief as his case may require.

And as in duty bound & etc.

RICHARD T. EARLE & JAMES
T. EARLE
Attys for Exceptant

.....
SUPPLEMENTAL OR AMENDED BILL
Filed Sept 21, 1925.

John P. Ahern, et al.	:	In the Circuit Court for Queen
	:	
versus	:	Anne's County, Md.
	:	
R. E. Fedderman, et al.	:	In Equity. No. 2410.

SUPPLEMENTAL OR AMENDED BILL.

To the Honorable, the Judges of said Court:

Your Orators, complaining say:-

FIRST. That heretofore, to wit: on September 2nd. 1921, they filed their Bill of Complaint in this Court against R. E. Fedderman, Administrator of Charles O. Cacy, deceased Julia E. Cacy, Elizabeth B. Collins, Maria O. Fedderman and William E. Cacy, Heirs at Law of said Charles O. Cacy Wm. M. Slay, August E. Slay, Lewin W. Wickes, Wm. W. Beck, Administrators of Richard D. Hynson, deceased and Edwin L. Maslin, praying amongst other things for sale of certain real estate mentioned in these proceedings, or so much thereof as may be necessary for the purpose of payment of debts that remain unsatisfied after the application of the personal estate to which said Bill all the defendants answered, and afterwards the said real estate mentioned in these proceedings was sold by Herbert E. Perkins, Trustee, on August 21st., 1923, as per Report of Sale filed.

SECOND: That your Orators have lately discovered, and now aver by way of amendment or supplement to their aforesaid Bill of Complaint, that there is a mortgage of record on said real estate given by the said Charles O. Cacy to Julia E. Cacy, Samuel Cacy and Mary O. Cacy, dated January 13th; 1892, and recorded in Liber W.D. No. 6, Folio 428; that one of the mortgages Julia E. Cacy is the same person as Julia E. Cacy one of the defendants named in the original Bill of Complaint, that one of the mortgagees, Mary O. Cacy, departed this life, testate and probate of her last will and testament made in the Orphan's Court, Kent County, Maryland in 1913, that upon proceedings had in the Orphans' Court Wm. Frazier Russell Jr., was on the 11th. day of August 1925, duly appointed Administrator, C.T.A. the estate of the said Mary O. Cacy, deceased, and has duly qualified; that the remaining mortgagee, Samuel Cacy, departed this life, and his estate was administered on by Wm. H. Cacy, and the mortgage interest of the said Samuel Cacy has been released by Wm. H. Cacy, as Administrator and Heir at Law. That there is a judgment of the Third National Bank versus the said Charles O. Cacy for \$200.00 with interest from April 7th., 1913 and costs; and a judgment of the Peerless Fertilizer Company against the said Charles O. Cacy for \$143.40 with interest from December 20th, 1913 and costs; and a judgment of Wesley Moffett for \$18.21 with interest from June 1914 and costs.

To the end therefore:

1st. That the incumbrance of the said mortgage and the said judgments may be cleared away, and the surplus of the proceeds of sale be applied for the benefit of the general creditors.

2nd. That the said defendants in the original Bill of Complaint may answer this amendment or supplement.

3rd. That the said R. E. Fedderman, Administrator of Charles O. Cacy, deceased; Julia E. Cacy, Elizabeth B. Collins, Maria O. Fedderman and Wm. E. Cacy, Heirs at Law of said Charles O. Cacy, Wm. M. Slay, Augusta E. Slay, Lewin W. Wickes, surviving, Administrators of R. D. Hynson, deceased, and Edwin L. Maslin; and the said Julia E. Cacy, one of the above named mortgagees; and the said Wm. Frazier Russell, Jr., Administrator, C. T. A. of Mary O. Cacy, deceased, and Wm. H. Cacy, Administrator and heir at law of Samuel Cacy; and the said Third National Bank, and the said Peerless Fertilizer Company, and the said Wesley Moffett may answer as well the matters charged in the original Bill of Complaint as in this Amended or Supplemental Bill.

4th. That your Orators may have such other relief as their case may require.

May it please your Honors to grant unto your Orators the Writ of Subpoena directed to the said R. E. Fedderman, Administrator of Charles O. Cacy, deceased; Julia E. Cacy, Elizabeth B. Collins, Maria O. Fedderman; Wm. M. Slay, August E. Slay, Lewin W. Wickes, surviving Administrators of R. D. Hynson, deceased and Edwin L. Maslin; Wm. Frazier Russell, Jr., Administrator, C. T. A. of Mary O. Cacy, deceased; Third National Bank, Peerless Fertilizer Company, Wesley Moffett, residing in and of Kent County, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises, abide by and perform such decree as may be passed therein; and grant unto your Orators the order of publication giving notice to the said Wm. E. Cacy of State of New Jersey, who is a non resident of this State, of the object and substance of this Amended or Supplemental Bill, and warning him to appear in this Court in person or by solicitor, on or before a certain day to be named therein, to show cause if any he has why a decree ought not be passed as prayed.

And as in duty bound, etc.,

HERBERT E. PERKINS
Solicitor for Complainants.

PETITION TO HAVE EXCEPTIONS TO
RATIFICATION OF SALE DISMISSED
Filed Sept. 21, 1925

John P. Ahern et al # In the Circuit Court for Queen Anne's
 # County, in Equity.
vs #
R. E. Fedderman et al # #2410
 #

To the Honorable, the Judges of said Court:

The petition of John Biggs, purchaser and exceptant by Earle & Earle his attorney's to your Honors respectfully shows

That heretofore on January 10th. 1924 your petitioner filed exceptions to the ratification of the sale reported in these proceedings on the ground that your petitioner could not secure a free, clear, marketable and unencumbered title to the land mentioned in these proceedings as guaranteed and publicly stated by the trustee at time of making sale, for the reasons stated in the exceptions filed as aforesaid.

That the said trustee, Herbert E. Perkins, has filed a supplementa_ or amended bill in these proceedings which in the opinion of you_ petitioners solicitors removes the defects to said title as set out in the bill of exceptions and makes possible for the said Herbert E. Perkins, provided his supplemental bill be supported by evidence, to give unto your petitioner a title such as was guaranteed at time of sale.

Your petitioner therefore desires to dimiss the exceptions file as aforesaid.

To the end therefore that an order of this Honorable Court may be passed permitting your exceptant to withdraw the exceptions filed on January 10th. 1924 to the ratification of the sale aforesaid.

Respectfully submitted,

EARLE & EARLE
Sols. for Exceptant

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.
Filed Oct. 5, 1925

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's Lewin W. Wickes, Surviving Admr. of R. D. Hynson, dec.
Place

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of John P. Ahern et al. against you in said Court exhibited.

Hereof fil 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 September 1925.

Herbert E. Perkins
Solicitor for Complainant.

B. Hackett Turner Clerk

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 October next, being the Return Day.

B. Hackett Turner Clerk.

And on the back of the aforegoing subpoena is the following endorsement, to wit:
Summoneds Wm. W. Goodman Sheriff
Filed Oct. 5, 1925

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER
Filed Oct. 5, 1925

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

SEAL'S
PLACE.

Wesley Moffett
OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of John P. Ahern, et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of September 1925.
Issued the 24th day of Sept. in the year 1925.

B. Hackett Turner Clerk

Herbert E. Perkins
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 October, next, being the Return Day.

B. Hackett Turner Clerk.

And on the back of the foregoing subpoena is the following endorsement, to wit:
Received Sept. 25, 1925 and forthwith delivered to the Sheriff of Kent Co., Md. for service.

Test: ROBT. R. AYRES Clerk

Mortus est
Wm. W. Goodman Sheriff
Filed Oct. 5, 1925.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER.
Filed October 5, 1925.

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

TO WM. M. Slay, Surviving Admr. of R. D. Hynson, dec.
Seal's Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of John P. Ahern, et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first day of September 1925.
Issued the 24th day of Sept. in the year 1925.

B. HACKETT TURNER Clerk

HERBERT E. PERKINS
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 October next, being the Return Day.

B. HACKETT TURNER Clerk

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Oct. 5th 1925.

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

TO August E. Slay, Surviving Admr. of R. D. Hynson, decd.
Seals Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of John P. Ahern et al.

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 September 1925.
Issued the 24th day of Sept. in the year 1925.

B. HACKETT TURNER Clerk

Herbert E. Perkins
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 October next, being the Return Day.

B. HACKETT TURNER Clerk

True Copy
Test:

B. HACKETT TURNER Clerk

.....
SUBPOENA FOR RESPONDENT TO APPEAR
AND ANSWER
Filed Oct 5th 1925.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO R. E. FEDDERMAN, Admr. of Charles O. Cacy, deceased.

Seals
Place.

OF KENT COUNTY, GREETING:

You Are Hereby Comanded, 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 October next, to answer the complaint of John P. Ahern, et al. againt 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 September 1925.
Issued the 24th day of Sept. in the year 1925.

B. HACKETT TURNER Clerk

Herbert E. Perkins

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 October next, being the Return Day.

B. HACKETT TURNER Clerk

.....
SUBPOENA FOR RESPONDENT TO APPEAR
AND ANSWER
Filed Oct 5th 1925.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Edwin L. Maslin

Seals
Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMENDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of John P. Ahern et al. againt 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 September 1925.
Issued the 24th day of Sept. in the year 1925.

B. HACKETT TURNER Clerk

Herbert E. Perkins

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 October next, being the Return Day.

B. HACKETT TURNER Clerk

True Copy

Test: B. HACKETT TURNER Clerk

.....
SUBPOENA FOR RESPONDENT TO APPEAR
AND ANSWER
Filed October 5th, 1925.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Julia E. Cacy, surviving Admr. of R. D. Hynson, decd.

Seals
Place. OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of John P. Ahern et al. againt 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 September 1925.
Issued the 24th day of September in the year 1925.

B. HACKETT TURNER Clerk

Herbert E. Perkins

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 October next, being the Return Day.

B. HACKETT TURNER Clerk

True Copy
Test:

B. HACKETT TURNER Clerk

.....
SUBPOENA FOR RESPONDENT TO APPEAR AND
ANSWER.
Filed Oct 5th 1925.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
MARIA O. Fedderman, surviving Admr. of R. D. Hynson, decd.

Seals
Place. OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMENDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of John P. Ahern, et al. againt 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 September 1925.
Issued the 24th day of Sept. in the year 1925.

B. HACKETT TURNER Clerk

Herbert E. Perkins

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 October next, being the Return Day.

B. HACKETT TURNER Clerk

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

Summoneds Wm. W. Goodman Sheriff.

.....
SUBPOENA FOR RESPONDENT TO APPEAR
AND ANSWER
Filed Oct 5th 1925.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO The Third National Bank

Seals
Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMENDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of John P. Ahern et al against you in said Court exhibited.

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

WITNESS The Honorable Wm. W. Adkins Chief Judge of our said Court, the first Monday of September 1925 .
Issued the 24th day of Sept. in tye year 1925.

B. HACKETT TURNER Clerk

Herbert E. PERKINS

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 October next, being the Return Day.

B. HACKETT TURNER Clerk

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

Summoneds Wm. G. Goodman, Sheriff.

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER.
Filed October 5th 1925.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Peerless Fertilizer Company,

Seals
Place.

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMENDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of October next, to answer the complaint of John P. Ahern, et al. against you in said Court exhibited.

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

WITNESS, The Honorable Wm. H. Adkins Chief Judge of our said Court, the first Monday of September 1925.
Issued the 24th day of Sept in the year 1925.

B. HACKETT TURNER Clerk

Herbert E. Perkins

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 October, next, being the Return Day.

B. HACKETT TURNER Clerk

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

Summoned Wm. W. Goodman, Sheriff.

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed October 5th 1925.

.....
 PETITION AND ORDER OF COURT
 Filed June 15th 1926.

John P. Ahern et al. : In the Circuit Court for
 vs. : Queen Anne's County, In Equity.
 R. E. Fedderman et al. :

The petition of John Biggs, the purchaser of the property described in the report of sale filed in this Cause unto your Honors respectfully shows:

That on the tenth day of January, 1924, he filed exceptions to the ratification of said sale for the reasons set forth in said exceptions.

That on September 21st. 1925 the Plaintiffs filed in this Cause a supplemental bill or amended bill and on the same day your petitioner filed his petition for leave to withdrawn his aforesaid exceptions.

That your petitioner gave in his petition for the withdrawl of his exceptions certain force andeffect to said supplemental or amended bill which upon more mature consideration your petitioner finds in lacking.

That no order of this Honorable Court has been passed on the petition filed Sepetember 21st. 1925.

That your petitioner desires to withdraw said petition and to stand upon his exceptions to the aforesaid sale.

That the said sale should not be ratified for reaogns set forty in the exceptions as of January 10th. 1924 and for other reasons which your petitioner will show at the hearing.

Your petitioner therefore prays your Honors to pass an order permitting him to withdraw from these proceedings the petition filed September 21st. 1925 above referred to, the same being a petition to withdrawn exceptions.

Respectfully submitted,
JAMES F. EARLE
MADISON BROWN
 Attorneys for John Biggs, Petitioner.

Ordered this 17th day of June, in the year nineteen hundred and twenty six by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that leave be and is hereby granted unto John Biggs to withdraw from these proceedings the petition filed September twenty first in the year nineteen hundred and twenty five. Unless cause to the contrary be shown on or before the first day of July 1926; provided a copy of this petition and order be served on the plaintiffs or their solicitor and in L. Wethered Barroll, Solicitpr on Julia E. Cacy on or before the 24th day of June 1926.

WM. H. ADKINS

Filed June 18th 1926.

Ordered, by the Circuit Court for Queen Anne's County in Equity this tenth day of July, 1926 that leave be and is hereby given to John Biggs to with draw your next proceedings the petition filed September 21, 1921, no cause to the contrary thereof having been shown.

WM. H. ADKINS

.....
 D E M U R R E R
 Filed June 24th 1926.

JOHN P. AHEARN :
 and :
 HERBERT E. PERKINS, : No. 2410
 Plaintiffs. : IN THE CIRCUIT COURT
 vs. : FOR QUEEN ANNE'S COUNTY,
 R. E. FEDDERMAN, administrator of : MARYLAND.
 CHARLES E. CACY, deceased, JULIA E. : IN EQUITY.
 CACY, ELIZABETH B. COLLINS, MARIA A. :
 FEDDERMAN and WILLIAM E. CACY, Heirs :
 at law of said Charles C. Cacy, :
 WILLIAM M. SLAY, AUGUSTA E. SLAY, :
 LEWIN W. WICKES, WILLIAM W. BECK, :
 Administrators of Richard D. Hynson, :
 Deceased and EDWIN L. MASLINE, :
 Defendants. :

The Defendant, Julia E. Cacy, by L. Wethered Barroll, her solicitor demure to the supplementary bill filed in this case and for Demurrer says:-

That the plaintiffs have not stated in their bill such a case as entitles them to any relief in equity against the defendant.

Says:

L. WETHERED BARROLL
Solicitor for Julia E. Cacy.

.....
ADDITIONAL EXCEPTIONS
Filed July 10th 1926.

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

John P. Ahern, et al., :
vs. : Cause No. 2410.
R. E. Fedderman, et al. :

Additional Exceptions of John Biggs, purchaser, to the sale.

Statement of Fact.

The property sold in this cause under the sale described in the report of sale filed in the above cause was sold by Herbert E. Perkins, the trustee for the sale thereof, was sold at the sale described in said report, with the understanding and under the announcement that said property would be sold free, clear and discharged of all liens and encumbrances thereon and said property was bought by the said John Biggs at said sale under said agreement and announcement.

The said John Biggs, by James E. Earle and Madison Brown, his attorneys, excepts to the ratification of the sale so made and reported for the following reasons:

- (1) Because the proper parties are not before the court.
- (2) Because the court did not have jurisdiction of the subject matter.
- (3) Because all parties interested in said property and having liens and encumbrances against same have not been made parties to the cause.
- (4) Because the court did not have jurisdiction of all parties having liens and encumbrances against the property at time of the decree.
- (5) Because the trustee cannot convey to the said purchaser a good and merchantable title.
- (6) Because the trustee cannot convey to the said purchaser a title to said property free, clear and discharged of all liens and encumbrances against property.

JAMES T. EARLE

MADISON BROWN
Attorneys for Exceptant.

.....
ORDER TO DISMISS DEMURRER
Filed Aug 10th 1926.

John P. Ahern, et al, : IN THE CIRCUIT COURT FOR
vs. : QUEEN ANNE'S COUNTY, MD.
R. E. Fedderman, et al. : IN Equity No. 2410.

The Respondents, Julia E. Cacy, et al, hereby dismiss their demurrer heretofore filed in this proceeding.

Says:

L. WETHERED BARROLL
Solicitor for Respondents.

.....
ANSWER
Filed Aug 10th 1926.

John P. Ahern, et al., : IN THE CIRCUIT COURT FOR
vs. : QUEEN ANNE'S COUNTY, MD.
R. E. Fedderman, et al. : IN EQUITY No. 2410.

ANSWER

To the Honorable, the Judges of the Circuit Court for Queen Anne County, Maryland:

Your respondents, Julia E. Cacy, Elizabeth B. Collins, William E. Cacy, and Maria O. Fedderman respectfully show unto your Honors as follows:

(1) That answering the Supplemental or amended Bill filed in this cause these respondents show that they neither admit nor deny the allegations contained in the first and second paragraphs of said bill except so far as the same are matters of record and call for proper proof of the averments contained in said supplemental or amended bill.

(2) That these respondents show that they are heirs-at-law of the late Charles O. Cacy, deceased, and as such are interested in the proceeds of the sale of his real estate and hereby assert all the claim they have as such heirs to have whatever interest they may be entitled to in the proceeds of the sale of his said real estate audited to them.

(3) That under the terms of a mortgage from Charles O. Cacy to Mary O. Cacy and Julia E. Cacy, dated January 13th, 1892, and recorded in the land record books of Queen Anne County, 6 W. D. Folio 428, a duly certified copy of which mortgage is filed herewith and prayed to be taken as a part hereof as though herein set forth at length and marked "Respondents' Exhibit "A", and a claim under same is hereby asserted by these respondents to the interest they are properly entitled to receive as mortgagees under said mortgage from the proceeds of the sale of the real estate of Charles O. Cacy, which was mortgaged to secure a loan under the terms of said mortgage, and further these respondents request that the amount of this mortgage unpaid with interest thereon which is due and owing to these respondents may be audited to them as their share of the proceeds of the sale of the real estate of Charles O. Cacy in the distribution of the amount of the purchase price of same from sale of said real estate.

(4) That by a certain mortgage from Charles O. Cacy to Edwin L. Maslin which has been referred to in these proceedings and which is recorded in the land record books of Queen Anne County, 3 W. D. Folio 201, the said Charles O. Cacy during his life time secured a loan made to him by said Edwin L. Maslin for the sum of \$600.00 by said mortgage on real estate of Charles O. Cacy, and said mortgage now stands unreleased on the record books of Queen Anne County, bearing date May 17th, 1889; that these respondents aver and assert that said mortgage to Edwin L. Maslin has long since been paid and that no portion of the principal and interest thereon has been paid at any time within twenty-years prior to the institution of these proceedings and that said mortgage is by reason of the operation of the Statute of Limitations barred as a lien against said real estate of Charles O. Cacy and these respondents show that no part of the purchase price paid for said real estate should be audited to pay for the principal of said Edwin L. Maslin mortgage or interest thereon.

(5) That so your respondents are advised it is proper for them to apply to this Court to have the papers in this case referred to an examiner for the purpose of taking testimony so that the claims of your respondents to their proper interest in this Estate may be proven and if necessary, testimony be produced for the purpose of showing that the mortgage above referred to to Edwin L. Maslin from Charles O. Cacy is not entitled to be satisfied out of the proceeds of the sale of the real estate of said Charles O. Cacy.

Wherefore your respondents pray your Honors to order and direct that the papers in this case be referred to an examiner for the purpose of taking testimony in the same for the reasons above set forth.

And as in duty bound, etc.

L. WETHERED BARROLL
Solicitor for Respondants.

RESPONDENT'S EXHIBIT "A"
Filed Aug. 10, 1926

Queen Anne's County, to wit: Be it remembered that on the twelfth day of February, in the year one thousand eight hundred and ninety two, the following mortgage was brought to be recorded, to wit:-

This Mortgage, made this thirteenth day of January, in the year one thousand eight hundred and ninety two, by and between Charles O. Cacy of Kent County, State of Kent County, State of Maryland. of the one part, and Julie E. Cacy, Samuel Cacy and Mary O. Cacy, of the County and State aforesaid, of the other part.

Whereas the said Charles O. Cacy, Mortgagor, is justly indebted unto the said Julia E. Cacy, in the full sum of Four hundred and forty four dollars and ninety six cents, and unto Samuel Cacy in the full sum of two hundred and forty dollars and thirty three cents, and unto the said Mary O. Cacy in the full sum of two hundred and forty dollars and thirty three cents, aggregating the sum of Nine hundred and twenty four dollars and sixty two cents, each of said sums of money bearing interest from the date hereof; The said Charles O. Cacy is also the maker of a certain note for the sum of five hundred and fifty dollars dated on the day of December, in the year eighteen hundred and ninety one whereon the said Julia E. Cacy and Mary O. Cacy are endorsers, said note being payable at the Citizens National Bank of Middletown, Delaware.

And whereas for the purpose of of more effectually securing the prompt payment of said sums of money with the interest thereon, to the respective parties herein above stated, this mortgage is made.

Now, this Mortgage witnesseth, that in consideration of the premises and of the sum of one dollar, the said Charles O. Cacy does grant unto the said Julia E. Cacy, Samuel Cacy and Mary O. Cacy, in fee simple, all those two tracts, pieces or parcels of ground, situate, lying and being in the First election district of Kent County aforesaid, lying on the north side of the public road leading from Millington to Chester-ville, adjoining the lands of John G. Miers and others, containing one hundred and seven acres of land, more or less and commonly called or known as "Forest" or "Rumford", of

by whatsoever name or names the same may be known. It being the same tract of land which was conveyed to the said Charles O. Cacy by G. Oldham-Massey by deed dated on or about the fourth day of January, in the year eighteen hundred and eighty one, and duly recorded among the land records of Kent County aforesaid, in Liber S. B. No. 4, folios 627 etc. Also all that other tract or parcel of land called the Cacy Home Farm, lying near the village of Millington, in the first election district of Kent County aforesaid, containing one hundred and ninety eight acres of land, more or less, it being the same farm which passed by descent from John C. Cacy to Mary O. Cacy, Julia E. Cacy and the said Charles O. Cacy, his only heirs at law, and the said Mary O. Cacy and Julie E. Cacy have since conveyed all their interest and estate in said farm to the said Charles O. Cacy by two separate deeds, duly executed, acknowledged and recorded among the aforesaid Land Records as on reference thereto will more fully and at large appear. Also all that tract or parcel of land lying and being in the upper part of Queen Anne's County, State aforesaid, containing one hundred and seventeen acres of land, more or less, it being the same land which was conveyed to the said Charles O. Cacy, by J. W. Milnor and wife, by deed dated on or about the twenty sixth day of March, in the year eighteen hundred and eighty four, and duly recorded among the land records of Queen Anne's County aforesaid, in Liber S.C.D. No. 19, folio 424 etc.

Together with the buildings and improvements thereupon, and the rights, roads, ways, waters, privileges, appurtenance 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 said Julia E. Cacy, Samuel Cacy and Mary O. Cacy, their heirs and assigns forever.

Provided, that if the said Charles O. Cacy his heirs, executors administrators or assigns, shall well and truly pay or cause to be paid unto the said Julia E. Cacy, Saml. Cacy and Mary O. Cacy, the said several respective sums of money and the interest thereon, on or before the first day of April, next, eighteen hundred and ninety two, and shall save harmless from all loss, and injury, in consequence of their surety ship aforesaid, the said Julia E. Cacy and Mary O. Cacy and shall perform all the covenants herein on his or their part to be performed, then this mortgage shall be void; and it is agreed that until default be made in the premises, the said Charles O. Cacy, shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured, which taxes, assessments, public dues and charges, mortgage debt and interest the said Charles O. Cacy for himself, his heirs executors, administrators and assigns does hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Julia E. Cacy, Samuel Cacy and Mary O. Cacy their personal representatives, heirs and assigns or Richard D. Hynson 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 heirs or their heirs or assigns, and which sale shall be made in manner following, viz; upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Kent County and State aforesaid, and such other notice as the party making said sale shall deem proper which said sale may be at public auction, (or that failing, at private sale) to the highest bidder, and for cash or credit at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney's fees and commissions 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 on the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, Julia E. Cacy, Saml. Cacy and Mary O. Cacy, their personal representatives and assigns and assigns under this mortgage, whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns or to whoever may be entitled to the same.

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

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

Witness my hand and seal.

Test: WM. M. Johnson.

CHARLES O. CACY (SEAL)

State of Maryland, Kent County, to wit:-

I hereby certify that on this thirteenth day of January, in the year one thousand eight hundred and ninety two, before the subscriber a Justice of the Peace of the State of Maryland, in and for Kent County aforesaid, personally appeared Charles O. Cacy, the mortgagor within named, and acknowledged the foregoing mortgage to be his act.

Wm. M. Johnson, J.P.

State of Maryland, Kent County, to wit:-

I hereby certify that on this thirteenth day of January, in the year one thousand eight hundred and ninety two, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Kent County, aforesaid, personally appeared Julia E. Cacy, Samuel Cacy and Mary O. Cacy the mortgagees within named, 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.

WM. M. Johnson. J.P.

State of Maryland, Kent County, to wit:-

I hereby certify that Wm. M. Johnson before whom the annexed acknowledgement and 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 at law.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Kent County, this 11th day of February, A.D. 1892.

Circuit Court
Seal
Kent County, Md.

Samuel G. Fisher,
Clerk of the Circuit Court for Kent County.

On the back of the foregoing Mortgage was thus indorsed, to wit: filed for record J^{an}y. 14th 1892, and recorded same day in Liber S.B. No. 15, folio 193, a land record book for Kent County by Samuel G. Fisher, Clerk. Examined.

Queen Anne's County, to wit: Be it remembered that on the fifth day of May, in the year nineteen hundred and fourteen, the following partial release was brought to be recorded, to wit:-

For value received, I hereby release the within and foregoing mortgage so far as the interest of Samuel Cacy or his estate therein is concerned; the same having been settled with Samuel Cacy, my father, in his lifetime.

As witness my hand and seal this 24 day of April, 1914.

Wm. H. Cacy (SEAL)

Test: B. M. Hazel.

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

I hereby certify that the foregoing is truly taken and copied from Liber W.D. No. 6, folio 428, 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 sixth day of December, in the year nineteen hundred and twenty three.

Seals
Place.

B. HACKETT TURNER
Clerk.

.....
PETITION AND ORDER
Filed Sept 4th 1926.

JOHN P. AHERN, Et al. : IN THE CIRCUIT COURT FOR
vs. : QUEEN ANNE'S COUNTY, MD.
R. E. FEDDERMAN, et al. : IN EQUITY. No. 2410

PETITION AND ORDER

To the Honorable, the Judges of the Circuit Court for Queen Anne County, Maryland:

Your petitioner, Julia E. Cacy, respectfully shows unto your honors as follows:

That she has duly filed an answer to the amended bill filed against her in this court and she is now advised it is proper for her to proceed to take testimony to sustain the allegations contained in her answer.

Wherefore she prays your honors to order and direct that the papers in this case may be referred to the examiner of this Court for the purpose of permitting this petitioner to take the necessary testimony.

And as in duty bound, etc.

L. WETHERED BARROLL
Attorney for Petitioner.

Ordered this 31st day of August, 1926, upon the foregoing petition that the papers in this case be and the same are hereby referred to Madison Bordley, Esq., examiner, for the purpose of taking testimony herein in behalf of the petitioner as well as in behalf of other parties interested in this case; in giving the usual notice.

WM. H. ADKINS

.....
PETITION OF THE EXCEPTANT, JOHN BIGGS,
TO HAVE COURT DETERMINE THE EXCEPTIONS FILED,
Filed Feb. 12th 1927.

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

John P. Ahern et al.,

vs.

Cause 2410.

R. E. Fedderman, et al.

To the Honorable, the Judges of said Court:

The petition of John Biggs, the exceptant to the sale reported made in this cause, unto Your Honors respectfully sets forth:

That on July 10, 1926, a hearing was had in this court on the subject of the exception filed by your petitioner to the sale made by him.

That at this hearing the solicitors of your petitioner were requested to file a brief in support of their argument.

That this brief has been filed.

That the court has taken no action on the exceptions as yet.

That your petitioner desires the exception to be disposed of by the court and he further desires to press the said exceptions, as will appear from the brief mentioned.

Your petitioner therefore pryas Your Honors to proceed as speedily as possible to dispose of these exceptions as the delay is proving to be greatly to his disadvantage and perhaps to the disadvantage of the parties to the cause.

Respectfully submitted,

MADISON BROWN

JAMES T. EARLE

Attorneys for the petitioner.

Ordered this 12th day of February 1927 by the Circuit Court for Queen Annes County, in Equity, that the aforegoing petition be set down for hearing on this 24th day of February 1927 at 2;30o'clock P.M. And the Clerk is directed to serve copies of said petition and of this order in the solicitor of the respective parties forthwith.

WM. H. ADKINS

Filed February 15th 1927.

.....
COPY OF PETITION AND ORDER OF COURT
Filed February 19th 1927.

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

John P. Ahern et al.,

vs.

Cause No. 2410

R. E. Fedderman et al.,

To the Honorable, the Judges of said Court:

The petition of John Biggs, the exceptant to the sale reported made in this cause, unto Your Honors, respectfully sets forth:

That on July 10, 1926, a hearing was had in this Court on the subject of the exception filed by your petitioner to the sale made by him.

That at this hearing the solicitors of your petitioner were requested to file a brief in support of their argument.

That this brief has been filed.

That the court has taken no action on the exceptions as yet.

That your petitioner desires the exception to be disposed of by the Court and he further desires to press the said exceptions, as will appear from the brief mentioned.

Your petitioner therefore prays Your Honors to proceed as speedily as possible to dispose of these exceptions as the delay is proving to be greatly to his disadvantage of the parties to the cause.

Respectfully submitted,

MADISON BROWN

JAMES T. EARLE

Attorneys for the petitioner.

Ordered, this 12th day of February, 1927, by the Circuit Court for Queen Anne's County, in Equity, that the foregoing petition be set down for hearing on the 24th day of February, 1927, at 2.30 o'clock P.M. and the Clerk is directed to serve copies of said Petition and of this order on the solicitors of the respective parties forthwith.

Filed February 15th, 1927

WM. H. ADKINS

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

I HEREBY CERTIFY THAT the foregoing is truly taken and copied from the Original Petition and Order of Court filed Feb 15th 1927, and now remaining in this office.

Seals Place.

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 February, A.D. 1927.

B. HACKETT TURNER Clerk.

ORDER OF COURT
Filed Feb 21st 1927

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY.

John P. Ahern et al.

vs.

R. E. FEDDERMAN et al.

PETITION AND ORDER OF COURT

Copy of Petition and order of Court served on L. Wethered Barroll, Solicitor on the 17 day of February 1927, in presence of Adam S. Buck.

John E. Pater
Sheriff

Fees, \$0.50

Filed Feb 21, 1927.

ADDITIONAL EXCEPTIONS
Filed February 24th 1927.

J. P. Ahern et al

vs.

R. E. Fedderman et al.

In the Circuit Court for Queen
Anne's County, in Equity,
Cause # 2410.

John Biggs, the purchaser of the real estate reported sold in the above cause, by Madison Brown and James T. Earle, his attorneys further excepts to the ratification of the sale made and reported in this cause for the following reasons:

- 1 - Because the land sold to the said purchaser at the sale mentioned was sold with the understanding that the trustee making the sale was selling a title to said land free and clear of all liens and encumbrances.
- 2.- Because the mortgage given by Charles O. Cacy to Edwin S. Maslin dated May 17th. 1899, mentioned and described in the opinion of the the Court of Appeals of Maryland in the case of Cacy vs. Slay, 127 Md 493, and was given, on the land sold to this exceptant at the sale mentioned above , and said mortgage was un-released on day of sale, and still on the date of the exceptions, February 24th. 1927, remains un-released.
- 3 - Because the status of said mortgage as stated in the opinion of the Court of Appeals in case of Cacy vs. Slay, supra, is the same today, February, 24th 1927, as

on January 14th. 1916, the date on which the above case was decided by the Court of Appeals and said opinion was filed.

4 - Because since the filing of the opinion in that case to the date of the day of these exceptions nothing whatsoever has been done by the parties to that case, nor by their attorneys, to ascertain the actual facts relating to said mortgage as directed by the Court of Appeals in that opinion.

5- Because since the filing said opinion no proof has been offered in said case that the said mortgage is out of date.

6.- Because the true holder and owner of said mortgage has never been ascertained.

7- Because it has never been ascertained who is the person with authority to make a valid release of said mortgage.

MADISON BROWN
Attorneys for Exceptants.

.....
COPY OF PETITION AND ORDER OF COURT
Filed February 24th 1927.

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

John P. Ahern, et al.,

vs. Cause No. 2410.

R. E. Fedderman et al.

To the Honorable, the Judges of said Court:

Same Petition recorded on folio 204 , only served on Mr. Madison Brown.

.....
COPY OF PETITION AND ORDER OF COURT
Filed February 24th 1927.

Same Petition recorded on folio 204, only served on Mr. James T. Earle.

.....
ORDER OF COURT
Filed Feb 24, 1927.

John P. Ahern et al.

vs.

R. E. Fedderman, et al.

) Circuit Court for
) Queen Anne's County, in Equity.
)
) No. 2410.

After argument on the exceptions filed to the ratification of the sale made and reported by the trustee in the above entitled case, it is Ordered this 24th day of February 1927 by the Circuit Court for Queen Annes County in Equity that said exceptions be sustained unless the trustee satisfy the Court on or before the 7th day of April 1927 that he can convey to the exceptant a good fee simple title _____ from all liens and encumbrances.

WM. H. ADKINS

Filed February 24th 1927.

.....
ORDER TO ISSUE SUMMONS
Filed March 1st 1927.

John P. Ahern, et al,

vs.

R. E. Fedderman, et al.

) IN THE CIRCUIT COURT FOR
)
) QUEEN ANNE'S COUNTY, MD.
)
) IN EQUITY. No. 2410.

Mr. Clerk:-

Please issue summons to the following witness in the above entitled case before his Honor Judge William H. Adkins in Chestertown, March 7th at 9:30 a.m., at the court house directing the same to the Sheriff of Kent County:-

Edwin L. Maslin, inquire of S. Scott Beck's secretary as to address.

L. WETHERED BARROLL
Attorney for Julia E. Cacy

CONSENT OF EDWIN L. MASLIN
Filed March 2, 1927

John P. Ahern, et al	:	In the Circuit Court for Queen Anne's
	:	County, Md.
Versus	:	
	:	In Equity, No. 2410
R. E. Fedderman, et al	:	

To the Honorable, the Judges of said Court:-

Edwin L. Maslin, one of the Defendants in the above entitled case for Answer to the Supplemental Bill of Complaint, exhibited against him says:-

That he hereby consents to the Ratification of the sale of the farm mentioned in these proceedings, free and discharged of any mortgage claim or right he has in the mortgage from Charles O. Cacy to Edwin L. Maslin, dated May 17th, 1899, and recorded in Liber W. D. No. 3, folio 201, and which he assigned to Charles T. Westcott.

EDWIN L. MASLIN

CONSENT OF WM. M. SLAY, ATTY.
Filed March 2, 1927

John P. Ahern, et al	:	In the Circuit Court for Queen Anne's
	:	County, Md.
Versus	:	
	:	In Equity, No. 2410.
R. E. Fedderman, et al	:	

To the Honorable, the Judges of said Court:-

The Defendants in the above entitled case, Wm. M. Slay, Augusta E. Slay, Lewin W. Wickes and Wm. W. Beck, Administrators of Richard D. Hynson, deceased, for Answer to the Supplemental Bill of Complaint against them exhibited say:-

That they hereby consent to the Ratification of the Sale of the farm mentioned in these proceedings, free and discharged of the mortgage from Charles O. Cacy to Edwin L. Maslin, dated May 17th, 1899, and recorded in Liber W. D., No. 3, folio 201, and assigned to Richard D. Hynson; on the condition that their rights under said mortgage attach to the proceeds of sale of said real estate.

Wm. M. Slay, and
Lewin W. Wickes,
Surviving Adminis-
trators of Richard D.
Hynson, deceased,
by
WM. M. SLAY
Atty. for said
Defendants.

CONSENT
Filed March 2, 1927

John P. Ahern, et al	:	In the Circuit Court for Queen Anne's
	:	County, Md.
Versus	:	
	:	In Equity, No. 2410.
R. E. Fedderman, et al.	:	

To the Honorable, the Judges of said Court:-

William Frazier Russell, Jr., Administrator, C.T.A. of the Estate of Mary O. Cacy, deceased, one of the Defendants in the above entitled case for Answer to the Supplemental Bill of Complaint, exhibited against him says:-

That he hereby consents to the Ratification of Sale of the farm mentioned in these proceedings, free and discharged of mortgage from Charles O. Cacy to Mary O. Cacy, dated January 13th., 1892, recorded in Liber W. D., No. 6, folio 28 for \$240.33; provided that mortgage rights under said mortgage attach to the proceeds of sale of said real estate.

WM. FRAZIER RUSSELL JR.

See copy petition filed- March 24-1927

CONSENT
Filed March 2, 1927

John P. Ahern, et al : In the Circuit Court for
 : Queen Anne's County, Md.
 Versus :
 : In Equity, No. 2410
 R. E. Fedderman, et al :

To the Honorable, the Judges of said Court:-

The Peerless Fertilizer Company, one of the Defendants in the above entitled case for Answer to the Supplemental Bill of Complaint, exhibited against them say:-

That they hereby consent to the Ratification of Sale of the farm mentioned in these proceedings, free and discharged of the judgment in a case, entitled, Peerless Fertilizer Company Versus Charles O. Cacy, in the Circuit Court for QUEEN Anne's County, Maryland, No. 18 Appearances, November Term, 1914, filed December 20th., 1913 for \$143.40; provided that their rights under said judgment attach to the proceeds of sale of said real estate.

Herbert E. Perkins
 Atty. for Plaintiff.

CONSENT
 Filed March 2, 1927

John P. Ahern, et al : In the Circuit Court
 :
 Versus : for Queen Anne's
 :
 R. E. Fedderman, et al : County, Md.
 :
 In Equity, No. 2410

To the Honorable, the Judges of said Court:-

John P. Ahern consents to the Ratification of the sale of the farm mentioned in these proceedings, free and discharged of the judgments, in a case entitled John P. Ahern Vs. C. O. Cacy, No. 28 app. November Term, 1914, judgment filed January 16th., 1914 for \$147.40.

Case entitled John P. Ahern Vs. C. O. Cacy, No. 141 docket, Frank Wheelan, Jr., Justice of Peace, No. 141, for \$14.75, dated December 20th., 1914, and entered in Magistrates judgment record S. S. No. 1, folio 175.

Also case entitled John P. Ahern Vs. C. O. Cacy for \$21.00 dated March 20th., 1914, docket of Frank Wheelan, Jr., Justice of Peace, No. 142, and entered in Magistrates judgment record, S. S. No. 1, folio 176.

Herbert E. Perkins
 Atty. for Plaintiff in each
 of the above three cases.

CONSENT
 Filed March 2, 1927

John P. Ahern, et al : In the Circuit Court for
 :
 Versus : Queen Anne's County, Md.
 :
 R. E. Fedderman, et al : In Equity, No. 2410.

To the Honorable, the Judges of said Court:

The Third National Bank of Chestertown, Maryland, one of the Defendants in the above entitled case for Answer to the Supplemental Bill of Complaint, exhibited against them say:-

That they hereby consent to the Ratification of Sale of the farm mentioned in these proceedings, free and discharged of the judgment in a case entitled, Third National Bank of Chestertown, Maryland Versus Charles O. Cacy, in the Circuit Court for Kent County, Maryland, dated January 1913 for \$200.00, a copy filed in the Circuit Court for Queen Anne's County, in April 1913; provided that their rights under said judgment attach to the proceeds of sale of said real estate.

THIRD NATIONAL BANK OF CHESTERTOWN, MD.

W. B. COPPER
 President

CONSENT
 Filed March 2, 1927

John P. Ahern, et al : In the Circuit Court for
 :
 vs. : Queen Anne's Co.
 :
 R. E. Fedderman, et al. : In Equity, No. 2410.

The undersigned, Wm. Frazier Russell, Jr., as Administrator, C.T.A. upon the Estate of Mary O. Cacy, deceased, by authority of Order of Court, passed March 8th., 1927,

by the Orphans' Court of Kent County, Maryland, in the Estate of Mary O. Cacy, deceased, does hereby consent to the Ratification of the sale of the farm in Queen Anne's County, sold by Herbert E. Perkins, Trustee, to John Biggs, at and for the sum of \$000.00, in an Equity case No. 2410, entitled, John P. Ahern, et al. Vs. R. E. Fedderman, et al, in the Circuit Court for Queen Anne's County, Maryland; and consent to the waiver of the right of lien in so far as the Estate of Mary O. Cacy, deceased, is concerned in a mortgage from Charles O. Cacy to Julia E. Cacy, Samuel Cacy and Mary O. Cacy, dated January 13th., 1892, and recorded in Liber W.D. No. 6, folio 428, a Land Record Book of Queen Anne's County, Maryland, reserving the right under said mortgage claim to attach to the proceeds of sale of said farm.

Wm. FRAZIER RUSSELL, JR.
Administrator, C.T.A. of Mary O.
Cacy, deceased.

.....
STIPULATION OF TRUSTEE
Filed March 24th 1927

John P. Ahern, et al.)
vs.)
R. E. Fedderman, et al.)
In the Circuit Court for Queen
Anne's County, Md.
in Equity. No. 2410.

It is hereby agreed by the undersigned as Trustee, that at the time of the sale of the farm in Queen Anne's County, Maryland, mentioned in these proceedings, Herbert E. Perkins, the said Trustee announced before the sale that the said property was being sold clear of all liens and encumbrances.

HERBERT E. PERKINS
Trustee.

.....
CONSENT OF WM. M. SLAY, et al.
Surviving Administrators
Filed March 24th 1927.

John P. Ahern, et al.)
vs.)
R. E. Fedderman, et al.)
In the Circuit Court for Queen
Anne's County, Md.
in Equity. No. 2410.

We, the undersigned, Wm. M. Slay and Lewin W. Wickes surviving Administrators of the Estate of Richard D. Hynson, deceased, by authority of Order of the Orphans' Court for Kent County, Maryland, passed the 15th day of March, 1927, in the Estate of Richard D. Hynson, deceased, do hereby consent to the Ratification of Sale of the farm in Queen Anne's County, Maryland, by Herbert E. Perkins, Trustee, to John Biggs, at and for the sum of \$2000.00 in Chancery Cause No. 2410, entitled John P. Ahern, et al VS. R. E. Fedderman, et al; and hereby waive the right of lien on the farm under mortgage from Charles O. Cacy to Edwin L. Maslin, dated May 17th., 1899 to secure the mortgage note for \$600.00, which said mortgage and not was duly assigned by Edwin L. Maslin to Charles T. Westcott, by assignment dated 28th day of December 1892, and by said Charles T. Westcott, duly assigned to Richard D. Hynson, by assignment dated 23rd day of January, 1893 which said mortgage and two assignments are recorded in Liber W.D. No. 3 Folio 204 among the Land Records of said Queen Anne's County; reserving however the right of claim under the mortgage to attach to the proceeds of said sale.

WILLIAM M. SLAY
LEWIN W. WICKES
Surviving Administrators of
Richard D. Hynson, dec'd.

.....
CERTIFIED COPY OF PETITION ADMS. TO FILE
CONSENT IN THE ESTATE OF RICHARD D. HYNSON.
Filed March 24th 1927.

In the Estate of Richard D. Hynson,)
deceased.)
: In the Orphans' Court for
: Kent County, Maryland.

To the Honorable, the Judges of said Court:

The Petition of Wm. M. Slay and Lewin W. Wickes, respectfully
represents;

FIRST

That your Petitioners together with Wm. W. Beck and Augusta E. Clay were appointed by this Honorable Court, Administrators of Richard D. Hynson, deceased, and that two of the Administrators, Wm. W. Beck and Augusta E. Slay are deceased, leaving your Petitioners the surviving Administrators.

SECOND

That there is a mortgage from Charles O. Cacy to Edwin L. Maslin, dated May 17th., 1889 to secure the mortgage note for \$600.00, which said mortgage and note was duly assigned by Edwin L. Maslin to Charles T. Westcott, by assignment dated 28th day of December 1892, and by said Charles T. Westcott duly assigned to Richard D. Hynson, by assignment, dated 23 day of January 1893, which said two assignments are recorded in Liber S.B. No. 12 Folio 103, a Land Record Book for said Kent County, and also recorded in Liber W.D. No. 3, Folio 204, among the land records of said Queen Anne's County.

THIRD

That included in said mortgage is a farm, situated in Queen Anne's County, Maryland, containing about 117 acres of land, which has been sold by Herbert E. Perkins, Trustee to John Biggs, at and for the sum of \$2000.00, in a case entitled, John P. Ahern, et al Vs. R. E. Fedderman, et al., No. 2410, Chancery in the Circuit Court for Queen Anne's County, Maryland.

FOURTH

That it is to the interest of the said Richard D. Hynson Estate to agree to the ratification of said sale, waiving the right of the mortgage lien on said farm, and reserve the right of the mortgage claim, to attach to the proceeds of said sale.

Therefore your Petitioners pray for authority to agree to Ratification of said Sale, and to consent to the waiver of the mortgage lien on the said farm, reserving their claim under the mortgage to attach to the proceeds of said sale.

As in duty bound, et c.,

WM. M. SLAY

LEWIN W. WICKES
Surviving Administrators of
Richard D. Hynson, deceased .

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 8th day of March 1927, before me, the Subscriber, a Notary Public, of State of Maryland, in and for Kent County aforesaid, personally appeared, Wm. M. Slay and made oath in due form of law, that the matters and things in the foregoing Petition are true and correct to the best of his knowledge and belief.

NOTARIAL
SEAL
PLACE

LIDA B. WHEAT
Notary Public

ORDER OF COURT.

Upon the foregoing Petition and Affidavit, it is ordered this 15th day of March, 1927, by the Orphans' Court for Kent County, Maryland, that Wm. M. Slay and Lewin W. Wickes, surviving Administrators of the Estate of Richard D. Hynson, deceased, by and are hereby authorized and empowered to consent to the Ratification of the sale of the farm in Queen Anne's County, made by Herbert E. Perkins, Trustee to John Biggs, at and for the sum of \$2000.00 in Chancery cause No. 2410, entitled John P. Ahern, et al Vs. R. E. Fedderman, et al, and waived the right of lien of said mortgage on said farm, reserving however the right of claim under the mortgage to attach to the proceeds of said sale.

Edward A. Scott

J. Henry Thompson

James H. Groves

Judges of Orphans' Court,
Kent County, Maryland.

STATE OF MARYLAND, Kent County, Sct:

The Subscriber, Register of Wills, in and for Kent County, doth hereby certify that the foregoing is a true and perfect copy of the PETITION AND ORDER OF THE ORPHANS' COURT in the estate of Richard D. Hynson, deceased, recorded in Liber "PROCEEDINGS OF THE ORPHANS' COURT" S.G.C. NO.2., folio 252, the same is on file and of record in this office.

IN TESTIMONY WHEREOF I hereunto
set my hand and seal this
16th day of March, 1927.

Seal's
Place

S. G. CALDWELL
Register of Wills.

.....
CERTIFIED COPY OF PETITION OF ADMINISTRATOR
C.T.A. TO FILE CONSENT in the estate of
Mary O. Cacy, deceased.
Filed March 21st 1927.

In the Estate of : In the Orphans' Court,
Mary O. Cacy, deceased : Kent County, Maryland.

To the Honorable, the Judges of said Court:-

The Petition of Wm. Frazier Russell, Jr., respectfully represents:-

FIRST

That your Petitioner was on the 11th., day of August 1925, by this Honorable Court appointed Administrator, C.T.A., upon the Estate of Mary O. Cacy, deceased, and duly qualified.

SECOND

That there is a mortgage from Charles O. Cacy to Julia E. Cacy, Samuel Cacy and Mary O. Cacy, dated January 13th., 1892, and recorded in Liber S.B., No. 15, folio 193, a land record book of Kent County, Maryland, and in Liber W.D., No. 6, folio 428, a land record book of Queen Anne's County, Maryland.

THIRD

That included in said mortgage is a farm containing 117 acres of land, situated in the upper part of Queen Anne's County, which said farm has been sold by Herbert E. Perkins, Trustee, in a creditors suit, in a case entitled, John P. Ahern, et al Vs. R. E. Fedderman, et al, in the Circuit Court for Queen Anne's County, Maryland, In Equity, No. 2410, at and for the sum of \$2000.00 to Mr. John Biggs of Wilmington, Delaware; and that it would be greatly to the interest of said Mary O. Cacy Estate for the said Estate's interest in said mortgage for your Petitioner as Administrator, C. T.A. to agree to the Ratification of said sale and waive the right of lien under the mortgage on said real estate sold, reserving the right of the claim of said estate to attach to the proceeds of sale of said farm.

Your Petitioner therefor prays the Court to authorize and empower him as Adm. C. T. A. to agree to the Ratification of said sale, and waive the right of lien under the mortgage on said real estate sold, reserving the right of claim of said Estate to attach to the proceeds of sale of said farm.

As in duty bound, etc.,

Wm. Frazier Russell, Jr.,
Adm. C.T.A. of the Estate of
Mary O. Cacy, deceased.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify, that on this 8th day of March, 1927, before me, the Subscriber, a Notary Public of State of Maryland, in and for Kent County aforesaid, personally appeared, Wm. Frazier Russell, Jr., and made oath in due form of law, that the matters and things in the foregoing Petition are true and correct to the best of his knowledge and belief.

NOTARIAL #
SEAL #
#####

Mary A. Pennington, formerly
Mary E. Anderson
Notary Public.

ORDER OF COURT

Upon the Aforegoing Petition and Affidavit, it is Ordered this 8th day of March, 1927, by the Orphans' Court of Kent County, Maryland, that the said Wm. Frazier Russell, Jr., as Administrator, C.T.A. of the Estate of Mary O. Cacy, deceased by authorized and empowered to consent to the Ratification of the sale of the farm in Queen Anne's County, containing 117 acres of land sold by Herbert E. Perkins, Trustee to John Biggs, at and for the sum of \$2000.00, in an Equity Case No. 2410, entitled John P. Ahern, et al Vs. R. E. Fedderman, et al, in Circuit Court for Queen Anne's County, Maryland, and further to consent to the waiver of the right of lien in so far as the Estate of Mary O. Cacy, deceased, is concerned, in a mortgage from Charles O. Cacy, to Julia E. Cacy, Samuel Cacy and Mary O. Cacy, dated January 13th., 1892, and recorded in Liber S.B., No. 15, folio 193, a land record book of Kent County, Maryland, and recorded in Liber W.D., No. 6, folio 428, a land record book of Queen Anne's County, Maryland, reserving the right of said mortgage claim to attach to the proceeds of sale of said farm.

Edward A. Scott
J. Henry Thompson
James H. Groves
Judges Orphans' Court.

STATE OF MARYLAND, Kent County, Sct:

The subscriber, Register of Wills in and for Kent County, doth hereby certify that the foregoing is a true copy of the PETITION OF ADMINISTRATOR C.T.A. TO FILE CONSENT in the estate of Mary O. Cacy, recorded in Liber "PROCEEDINGS" S.G.C. No. 2., Folio 248.

IN TESTIMONY WHEREOF I hereunto set my hand and affix the seal of my office this 8th day of March 1927.

Seal's Place

S. G. CALDWELL Register of Wills.

CERTIFIED COPY OF PETITION FOR ADMINISTRATOR TO RELEASE MORTGAGE AND ORDER THEREON in the estate of Samuel Cacy, deceased. Filed March 24th 1927.

In the Estate of Samuel Cacy, Deceased : In the Orphans' Court for Kent County, Maryland.

To the Honorable, the Judges of said Court: The Petition of Wm. H. Cacy respectfully represents:-

FIRST

That your Petitioner was duly appointed by this Honorable Court Administrator of Samuel Cacy, deceased; and that his First and Final Administration Account was passed by this Honorable Court on November 26th., 1897.

SECOND

That there was a mortgage from Charles O. Cacy to Julia E. Cacy, Mary O. Cacy and Samuel Cacy, dated January 13th., 1892, and recorded in S. B., No. 15, folio 193, a land record book of Kent County, Maryland, and in W.D. No. 6, folio 428, a record of Queen Anne's County.

THIRD

That the obligation under the foregoing mortgage to Samuel Cacy, deceased, was settled during the lifetime of the said Mortgagee, but the same was never released of record.

Your Petitioner therefore prays that this Honorable Court pass an Order authorizing and empowering your Petitioner as Administrator of said Samuel Cacy, deceased, to release of record the foregoing said mortgage so far as the interest of Samuel Cacy therein is concerned.

As in duty bound, etc.

Wm. H. Cacy Adm. of Samuel Cacy, deceased.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 7th day of March, 1927, before me, the Subscriber, a Notary Public of State of Maryland, in and for Kent County aforesaid, personally appeared Wm. H. Cacy and made oath in due form of law, that the matters and things in the foregoing Petition are true and correct to the best of his knowledge and belief.

NOTORIAL # # SEAL #

Mary A. Pennington, formerly Mary E. Anderson Notary Public.

ORDER OF COURT

On the foregoing Petition and Affidavit it is ordered this 8th day of March 1927, by the Orphans' Court for Kent County, Maryland, that the said Wm. H.

Cacy as Administrator of the Estate of Samuel Cacy, be and is hereby authorized and empowered to release of record the interest of Samuel Cacy, deceased, in a mortgage from Charles O. Cacy to Samuel Cacy, et al, dated January 13th., 1892, and recorded in Liber S.B., No. 15, folio 193; and in W. D. No. 6, folio 428, a record of Queen Anne's County.

Edward A. Scott

J. Henry Thompson

James H. Groves

Judges Orphans' Court.

STATE OF MARYLAND, Kent County, Sct:

The subscriber, Register of Wills in and for Kent County doth hereby certify that the foregoing is a true copy of "PETITION FOR ADMINISTRATOR TO RELEASE MORTGAGE" in the estate of Samuel Cacy, deceased, recorded in Liber "PROCEEDINGS" S. G. C. No. 2. Folio 250.

IN TESTIMONY WHEREOF I hereunto set

my hand and affix my seal this

8th. day of March, 1927.

S. G. CALDWELL
Register of Wills.

Seal's
Place

TRANSCRIPT OF TESTIMONY
Filed March 24th. 1927.

JOHN P. AHERN AND HERBERT	:	IN THE CIRCUIT COURT
E. PERKINS,	:	FOR KENT COUNTY.
VS.	:	
R. E. FEDDERMAN.	:	

The above entitled case came on to be heard before his Honor, Chief Judge William H. Adkins, at Chestertown, Maryland, on Monday, March 7, 1927, and the following depositions were then and there taken:

At the hearing in open Court, all the parties in interest being represented by counsel, it is agreed that such testimony as may be taken before the Court may be used before the Auditor in stating his account with the same effect as if said testimony had been taken by the Auditor.

It is further agreed that the administrators of deceased persons having liens of record against the real-estate in controversy will apply to the Orphans' Court of Kent County for authority to waive said liens as against said real-estate, and consent to the ratification of the sale, reserving any rights that may be outstanding under said claims against the proceeds of sale.

It is further agreed that the original mortgage, and note thereby secured, from Charles O. Cacy to Edwin L. Maslin, which, by various forms of assignment, is now held by the estate of Richard D. Hynson, shall be offered in evidence and filed among the papers in these proceedings;

.....

Thereupon:-

EDVIN L. MASLIN, a witness of lawful age, produced at the above entitled hearing, after having been duly sworn, gave the following answers to interrogatories to him propounded:

DIRECT EXAMINATION

By Mr. Beck.

Q. Mr. Maslin, will you please state your full name?

A. Edwin L. Maslin. I never get it right unless I spell it myself.

Q. Spell it.

A. E-d-v-i-n. If I sign it it's "V"; if I don't it's "W".

Q. Where do you live?

A. Kent County.

Q. Did you know the late Charles O. Cacy?

A. Yes, sir.

Q. Did you on or about May 17, 1889, loan to the late Charles O. Cacy the sum of \$600.00, which was secured by a mortgage on real-estate in Kent County, and which real-estate is mentioned in these proceedings?

A. I did.

Q. Will you inspect this mortgage and state whether or not that is the mortgage which secured that debt?

(Mortgage is here whown witness.)

A. It's a good while to remember, but it looks very much like it. That is my name spelled just like I spell it.

(Indicating on mortgage.)

Q. Was the mortgage debt ever repaid to you?

A. I assigned it away to Charlie Westcott and took up the mortgage on the home farm. He had a mortgage on the home property and I didn't have money enough to take it up without I assigned that mortgage to him. I assigned that mortgage to him in 1892.

Q. Then I understand you have been paid the amount due you under this mortgage?

A. Yes, sir.

Q. You have assigned the mortgage to the late Chas. T. Westcott?

A. Yes.

Q. Will you look at this assignment and state whether or not that is your signature? (Assignment is here shown witness.)

A. Yes, sir; that is my signature.

(The assignment is as follows: "I hereby assign the above mortgage to Charles T. Westcott. Witness my hand and seal this 28th day of December, 1892.

Witness:

Edvin L. Maslin "(Seal.)"

Marion deK. Smith."
Recorded January 23, 1893. Liber S. B. No. 12, Folio 103 Land Record Book for Kent County, by

Samuel G. Fisher, Clerk.

Q. Please look on the back of the note secured by the mortgage and state whether or not on the 28th day of December, 1892, you also assigned to the late Charles T. Westcott the note secured by said mortgage?

A. Yes, sir; that is my writing.

(The assignment is as follows: "For value received I hereby assign the within note and debt secured thereby with interest from July 17, 1892, to Chas. T. Westcott and guarantee the same.

Witness my hand and seal this 28th of December, 1892.

Witness:

Edvin L. Maslin. (Seal.)

Marion deK Smith."

Q. When Mr. Westcott bought this mortgage from you in 1892 was the purchase by him a satisfaction of the mortgage debt, or the assignment to him of the mortgage debt, if you know?

A. I don't know anything about that. All I know is I signed it over to him and I never hear any more from it.

CROSS EXAMINATION

By Mr. Slay.

Q. Mr. Maslin, you notice this mortgage was given in 1889 to you?
(Mortgage is here shown witness.)

A. Yes, sir.

Q. And you assigned it over in 1893 to Mr. Westcott?

A. 1892.

Q. Were you paid the interest on that mortgage?

A. I suppose so; I don't recollect about that.

Q. You don't remember?

A. I suppose I was.

Q. There were four interest notes given to you also?

A. Yes, sir. I suppose they were paid.

Q. You didn't make any further claim of him?

A. No. I made no further claim of him after I signed it over.

Q. You don't remember who paid it?

A. No.

Q. There is another assignment on that same mortgage? (Mortgage is here shown witness.)

A. I don't know anything further than Charlie Westcott; that ended it up with me; I and Charlie Westcott.

Q. (By Judge Adkins.) Now Mr. Maslin, do you know whether when you assigned that mortgage to Mr. Westcott that Mr. Westcott was representing the mortgagor in that case or Mr. Cacy and intending to pay off the mortgage for Mr. Cacy, or whether he was purchasing the mortgage? Do you know about that?

A. No, sir; I don't know. I suppose he was. I assigned it over to him to pay off a debt he held against the home farm.

Q. You assigned it to take place of a debt you owed him?

A. A debt my mother owed. I was assigning this over to him to take up the other mortgage.

Q. (By Mr. Slay.) This mortgage was out four years before it went to Mr. Westcott, from 1889 to 1893?

A. Yes, sir; from 1889 to 1893.

Q. You don't remember anything about the payment of interest to you?

A. I don't recollect that, but I suppose he did pay it. I suppose if he hadn't paid I would claim the interest. I don't recollect about that part of it;

Q. You are satisfied you were paid the interest?

A. I don't think I would assign very much if I didn't get the interest.

(Examination of witness concluded.)

Thereupon:-

WILLIAM M. SLAY, a witness of lawful age, produced at the above entitled hearing, after having been duly sworn, gave the following answers to interrogatories to him propounded:

DIRECT EXAMINATION

By Mr. Perkins.

Q. Mr. Slay, I'll refresh your recollection about your testimony that the original Maslin mortgage, at the time you testified, had been misplaced. You recall that?

A. Yes.

Q. Since that time the original Maslin mortgage has been found; is that correct?

A. Yes.

Q. It is the mortgage you now have in your hand?

A. Yes.

Q. Looking at the mortgage do you find on there an assignment by Mr. Westcott to Mr. Richard D. Hynson?

A. I do.

Q. Are you familiar with the signature of Mr. Charles T. Westcott, who is now dead?

A. Perfectly.

cott?
Q. Is the assignment made by Charles T. Westcott signed by Mr. West-

A. Yes, sir.

Q. That is his signature?

A. It is; that is his signature. There is no one else that could write it I don't think.

Q. That mortgage calls for a mortgage note?

A. Yes.

Q. Have you got the note?

A. Yes, sir.

Q. The assignment there of Mr. Westcott to Mr. Hynson, is that the signature of Mr. Westcott?

A. It is; not only the signature but the first writing is by Chas. T. Westcott; the writing when it was assigned to him. All the writing on there is Mr. Westcott's except these signatures. (Indicating.)

(Cross examination waived and examination of witness concluded.)

Thereupon:

MR. PERKINS: We now offer in evidence the original mortgage from Charles O. Cacy to Edwin L. Maslin, with the assignments thereon recorded, and note secured by said mortgage, the assignments on said mortgage and note being as follows:

I hereby assign the above mortgage to Charles T. Westcott. Witness my hand and seal this 28th day of December 1892.

Witness:

Edvin L. Maslin. (Seal.)

Marion deK. Smith.

Recorded January 23, 1893, Liber S. B. No. 12, Folio 103 Land Record Book for Kent County, by

Samuel G. Fisher, Clerk.

Assignment to Charles T. Westcott recorded March 2, 1927, in Liber W. D. No. 2, folio 204, a Land Record Book for Queen Anne's County.

B. Hackett Turner, Clerk.

I hereby assign the above mortgage to Richard D. Hynson and assigns without recourse. Witness my hand and seal January 23, 1893.

Witness:

Chas. T. Westcott. (Seal.)

Earl Westcott.

Recorded Jany. 23, 1893, in Liber S. B. No. 12, Folio 103, Land Record for Kent County, by

Samuel G. Fisher,

Clerk.

Assignment to Hynson recorded Mar. 2, 1927, in Liber W. S., No. 3, Folio 204, a Land Record Book for Q. A. Co.

B. Hackett Turner,

Clerk.

For value received I hereby assign the within note and debt secured thereby with int. from July 17, 1892 to Chas. T. Westcott and guarantee the same.

Witness my hand and seal this 28th of December 1892.

Witness:

Edvin L. Maslin. (Seal.)

Marion deK. Smith.

I hereby assign the within note and debt secured thereby to Richard D. Hynson and assigns without recourse.

Chas. T. Westcott.

Jany. 23, 1893.

 CERTIFIED COPY OF MORTGAGE
 Filed March 24th 1927
 Plaintiffs Exhibit No. 1

THIS MORTGAGE, Made this Seventeenth day of May in the year one thousand eight hundred and eighty nine by Charles O. Cacy of Kent County, in the State of Maryland, Mortgagor, of the first part, and Edwin L. Maslin, Mortgagee, of the County and state aforesaid, of the second part.

WHEREAS, the said Charles O. Cacy, mortgagor, is justly indebted unto the said Edwin L. Maslin, mortgagee, in the full sum of Six hundred dollars (being money loaned and advanced, by said mortgagee to said mortgagor) for which said sum and the interest therein the said mortgagor has passed to said mortgagee his five promissory notes all bearing even date herewith: one of them for said principal sum of six hundred dollars, payable two years after date; and the other four of said notes for the sum of eighteen dollars each, payable respectively at Six, twelve, eighteen and twenty four months after date, for interest on said loan. All which notes are made payable at the Chestertown National Bank, without grace. And whereas for the purpose of more effectually securing the prompt payment of said loan and the interest thereon in the manner and at the times limited by the said promissory notes this mortgage is made: the execution hereof being a condition precedent to the making of said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Charles O. Cacy does grant with the said Edwin L. Maslin in fee simple, all those pieces or parcels of ground situate, lying and being in the first election district of Kent County aforesaid and lying on the north side of the public road leading from Millington to Chesterville adjoining the lands of John G. Miers and others. Containing one hundred and seven acres of land, more or less, and commonly called or known as "Forest " or "Rumford", or by whatsoever name or names the same may be known. It being the same land which was conveyed to the said Charles O. Cacy by G. Oldham Massey by deed dated on or about the fourth day of January in the year eighteen hundred and eighty one and duly recorded among the land records of Kent County aforesaid in Liber S.B. No. 4 folio 627 & c. Also all that farm or plantation, called the "Cacy Home Farm" lying near the village of Millington in the first election district of Kent County, aforesaid, containing one hundred and ninety eight acres of land more or less; It being the same land which passed by descent from John E. Cacy to Mary O. Cacy, Julia E. Cacy and the said Charles O. Cacy, his only heirs at law, and the said Mary O. Cacy and Julia E. Cacy have conveyed to the said Charles O. Cacy all their interest and estate in and to said farm, by two separate deeds duly executed acknowledged and recorded among the aforesaid land records; and also all that tract or part of a tract of land, situate and being in Queen Anne's County in the State of Maryland about one mile from the town of Millington on Chester River, and more particularly described as follows, to wit: Beginning at the South East corner of the said tract of land and running thence, North forty four degrees and thirty minutes West one hundred and twenty nine and one half perches, thence North forty five degrees and thirty minutes East one hundred and seventeen perches, thence, North fifty three degrees East sixty perches to a large poplar tree, thence North Sixty one degrees and thirty minutes East to a stone across the creek and on the side of the bank, thence South twenty eight degrees and thirty minutes East fifty seven perches, thence South forty five degrees and thirty minutes West one hundred and Sixty perches to the Beginning. Containing one hundred and seventeen acres of land more or less. It being the same tract of land which was conveyed to the said Charles O. Cacy by J. Y. Wilmer, and wife and dated on or about the twenty sixth day of March in the year eighteen hundred and eighty four and duly recorded among the land records of Queen Annes County aforesaid in Liber S.C.D. No. 9 folio 424 & c., as in reference to the said several dees will more fully and at large appear.

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

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

PROVIDED that if the said Charles O. Cacy his heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid unto the said Edwin L. Maslin his personal representatives or assigns the aforesaid sum of six hundred dollars and the interest therein in the manner and at the times limited by the hereinbefore recited promissory notes for the payment of the same, and shall perform all the covenants herein on his or their part to be performed, then this Mortgage shall be void.

AND it is agreed, that, until default be made in the premises, the said Charles O. Cacy shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured: which taxes, assessments, public dues, charges, mortgage debt and interest, the said Charles O. Cacy for himself, his heirs, executors, administrators, and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Edwin L. Maslin his personal representatives heirs and assigns or Richard D. Hynson his 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 manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Kent county, aforesaid and such other notice as the party making the sale may deem necessary; said sale be first made at public auction (or that failing at private sale) to the highest bidder for cash or credit at the option of the party making the

sale and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney's fees and a commission to the party making sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of the said Mortgage Edwin L. Maslin, his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS, my hand and seal.

Test: Thos. S. Dodd.

C. O. CACY (SEAL)
C. O. Cacy

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, that on this Seventeenth day of May in the year one thousand eight hundred and eighty nine before the subscriber, a Justice of the Peace of the State of Maryland, in and for Kent County aforesaid, personally appeared Charles O. Cacy, the within named mortgagor and he acknowledged the foregoing Mortgage to be his act; and now at the same time, before me, personally appeared also Richard D. Hynson agent for Edwin L. Maslin 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 he in like manner made oath that he is the duly authorized agent of the said Edwin L. Maslin to make this affidavit.

THOS. S. DODD, J. P.

I hereby assign the above mortgage to Chas T. Westcott.

Witness my hand and seal this 20th day of December 1892.

MARION DE K. SMITH

EDWIN L. MASLIN (SEAL)

Assignment to Charles T. Westcott Recorded Mar 2nd 1927 in Liber W.D. No. 2, folio 204, a Land Record Book for Queen Anne's County.

Recorded Jan'y 23/ 93 Liber S.B. No. 12 folio 103 Land Record Book for Kent County by Samuel G. Fisher, Clerk.

I hereby assign the above mortgage to Richard D. Hynson and assigns without recourse.

Witness my hand and seal January 23, 1893.

CHAS T. WESTCOTT (SEAL)

Recorded Jan'y 23/93 in Liber S. B. No. 12 folio 103 Land Record for Kent Co.

Samuel G. Fisher, Clerk

And on the back of the foregoing Mortgage is thus endorsed,
to wit:

Filed for record May 17 1889 and recorded same day in Liber S.B. No. 12 folio 100 a Land Record Book for Kent County by Sam'l Beck Clerk.

Received the 20th day of June 1889, and recorded in Liber W.D. No. 3, folios 201, 202, 203, and 204, a Land Record Book for Queen Anne's County.

Per Wm. Dever, Clerk

Millington May 17th 1889

Two years after date for value received I promise to pay Edwin L. Maslin or order, Six Hundred dollars. At the Chestertown National Bank, without grace. Payment secured by mortgage of even date herewith.

C. O. CACY

Filed March 24th 1927.

For value received I hereby assign the within note and debt secured thereby with int from July 17/92 at Chas T. Westcott and guarantee the same.

Witness my hand and seal this 28 of December 1892.

Witness Marion De K. Smith

EDWIN L. MASLIN (SEAL)

I hereby assign the within note and debt secured thereby to Richard D. Hynson and assigns, without recourse.

CHAS. T. WESTCOTT
Jany 23, 1893.

.....
PETITION AND ORDER
Filed March 25th 1927.

JOHN P. AHERN, and
HERBERT E. PERKINS,

VS.

R. E. FEDDERMAN,
administrator, et al.

: IN THE CIRCUIT COURT FOR
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PETITION AND ORDER

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

The petition of Julia E. Cacy unto your Honors respectfully
shows:

(1) That at the time of the passage of the decree of sale filed in this cause, she was, and still is, the holder of an unpaid mortgage given to her by Charles O. Cacy mentioned in these proceedings dated January 13, 1892, and redorded in Liber W.D. No. 6, folio 428, a land record book of said county, but she was not a party to the original bill nor to the decree in her capacity as such mortgagor.

(2) That she has never given her consent to the sale of the land under the decree of this cause nor did she give her consent to the sale reported herein free, clear and discharged of the lien of her said mortgage.

(3) That she is advised that Herbert E. Perkins, named in the decree filed herein as the trustee to sell, when he made the sale described in his report of sale filed herein and sold said land unto John Biggs, returned as purchaser, he did so with the understanding with said pruchaser that he, said purchaser, should receive a title to said land free, clear and discharged of liens and encumbrances.

(4) That it is to her interest and she is therefore willing that the said sale so made shall be ratified by this Court as a sale made free, clear and discharged of the lien of her mortgage in the same manner and as fully and effectually as if your petitioner had prior to said sale given her consent to same clear of the lien of her said mortgage, provided that such consent will not interfere with her right to prosecute the claim she has under said mortgage against the proceeds of the sale so made in the hands of the trustee.

Your petitioner therefore prays your Honors to pass an order ratifying and confirming said sale as a sale made free, clear and discharged of her mortgage in the same manner and as fully and effectually as if said sale had been made with her consent made prior to the sale clear of her mortgage allowing her to prosecute any claim she might have under her said mortgage against the proceeds of the sale made by the trustee in the hands of the trustee.

Respectfully submitted,

JULIA E. CACY
Petitioner.

L. WETHERED BARROLL
Solicitor for Petitioner

ORDER

On the foregoing petition it is on this 28th day of March 1927, ordered by the Circuit Court for Queen Anne's County, in Equity, that Julia E. Cacy, the petitioner, be and she is granted leave to prosecute against the proceeds of the sale made and reported in this cause now or hereafter in the hands of the trustee, any claim she might have under the mortgage to be mentioned in the said petition, and that her consent to the ratification of this sale clear of her mortgage shall not contravene the rights she has under the mortgage recorded in Liber W.D. No. 6, folio 428; and further that her rights under this mortgage shall remain a lien against the proceeds of the sale of said farm of the same degree and priority that such mortgage was a lien against the realty; the proceeds of the sale to take the place of the land itself as security for the mortgage of Julia E. Cacy.

WM. H. ADKINS

.....
PETITION AND ORDER
Filed March 25, 1927.

JOHN P. AHERN, and
HERBERT E. PERKINS,

VS.

R. E. FEDDERMAN,
administrator, et al.

: IN THE CIRCUIT COURT FOR
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PETITION AND ORDER

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

The petition of Elizabeth B. Collins, William E. Cacy, and Maria C. Fedderman, children of Maria O. Cacy, deceased, unto your Honors respectfully shows:

(1) That at the time of the passage of the decree of sale filed in this cause, they were, and still are, the holder of an unpaid mortgage given to Mary O. Cacy by Charles O. Cacy mentioned in these proceedings dated January 13, 1892 and recorded in Liber W.D. No. 6, folio 428, land record book of said county, but they were not parties to the original bill not to the decrees in their capacity as such mortgagees.

(2) That they have never given their consent to the sale of the land under the decree of this cause nor did they given their consent to the sale reported herein free, clear and discharged of the lien of their said mortgage.

(3) That they are advised that Herbert E. Perkins, named in the decree filed herein as the trustee to sell, when he made the sale described in his report of sale filed herein and sold said land unto John Biggs, returned as purchaser, he did so with the understanding with said purchaser that he, said purchaser, should receive a title to said land free, clear and discharged of liens and encumbrances.

(4) That it is to their interest and they are therefore willing that the said sale so made shall be ratified by this Court as a sale made free, clear and discharged of the lien of their mortgage in the same manner and as fully and effectually as if your petitioners has prior to said sale given their consent to same clear of the liens of their said mortgage, provided that such consent will not interfere with their right to prosecute the claim they have under said mortgage against the proceeds of the sale so made in the hands of the trustee.

Your petitioner therefore pray your Honors to pass an order ratifying and confirming said sale as a sale made free, clear and discharged of their mortgage in the same manner and as fully and effectually as if said sale had been made with their consent made prior to the sale clear of their mortgage allowing them to prosecute any claims they might have under their said mortgage against the proceeds of the sale made by the trustee in the hands of the trustee.

Respectfully submitted,

ELIZABETH B. COLLINS.
MARIA O. FEDDERMAN
WILLIAM E. CACY
Petitioners.

L. WETHERED BARROLL
Solicitor for Petitioners.

ORDER.

On the foregoing petition it is on this 28th day of March 1927 , ordered by the Circuit Court for Queen Anne's County, in Equity, that Elizabeth B. Collins, William E. Cacy, and Maria O. Fedderman, children of Maria O. Cacy, deceased, the petitioners, be and they are granted leave to prosecute against the proceeds of the sale made and reported in this cause now or hereafter in the hands of the trustee, any claims they might have under the mortgage to them mentioned in the said petition, and that their consent to the ratification of this sale clear of their mortgage shall not contravene the rights they have under the mortgage recorded in Liber W.D. No. 6, folio 428; and further that their rights under this mortgage shall remain a lien against the proceeds of the sale of said farm of the same degree and priority that such mortgage was a lien against the realty; the proceeds of the sale to take the place of the land itself as security for the mortgage of Elizabeth B. Collins, William E. Cacy, and Maria O. Fedderman, children of Maria O. Cacy, deceased.

WM. H. ADKINS

.....
ORDER NISI
Filed March 29, 1927.

ORDER NISI

John P. Ahern, et al.
vs.
R. E. Feddeman, et al.

: In the Circuit Court for Queen
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Ordered, This 14th day of November A.D., 1923, that the sale of the real estate made and reported in this cause by Herbert E. Perkins, Sole Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of January 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 December next.

The report states the amount of sales to be \$2,000.00

J. F. ROLPH, Clerk,

True Copy

Test: J. F. ROLPH, Clerk

Filed November 14th, 1923

THE CENTREVILLE RECORD

Centreville, Md. Mar 29 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certified that the Order nisi in the case of John P. Ahern et al vs. R. E. Fedderman et al. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive week before the 18 day of December in the year 1923.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. BROWN JR.

FINAL ORDER OF RATIFICATION OF SALE
Filed Apr 2nd 1927.

John P. Ahern et al. : In the Circuit Court for
vs. : Queen Anne's County
R. E. Fedderman : in Equity. No. 2410.
Administrator et al. :

Final Order of Ratification of Sale

The trustee in the above entitled case having in compliance with the order of Court posted on February 24th 1927 procured waivers of liens of all persons having liens, actual or apparent, of record against the property, the sale of which was reported on September 29th, 1923 in the above entitled case, and being now in a position to convey said property free of liens and incumbrances, it is adjudged ordered and decreed this 31st day of March 1927 by the Circuit Court for Queen Annes County, in Equity, that all exceptions filed to said sale be and they are hereby over-ruled, and that the sale made and reported by said 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 as he shall produce vouchers for to the auditor. But by reason of the long delay of the trustee in securing waivers of liens against said property the purchaser is excused from paying interest accrued prior to this date on the deferred payments of purchase money, and the trustee is directed to allow said purchaser interest to this date on any payments he has heretofore made on account, and for all taxes heretofore paid by him; and to pay all unpaid taxes that have accrued prior to the year nineteen hundred and twenty seven; provided the said purchaser account for and pay to the said trustee all profits, if any, received by said purchaser from said property since it came into his possession.

WM. H. ADKINS

Filed Apr 2nd 1927.

REFERRING TO AUDITOR WITH NOTICE TO CREDITORS
Filed July 26th 1927.

John P. Ahern, et al : In the Circuit Court
vs. : Queen Anne's County, Md.
R. E. Fedderman, Adm. et al. : In Equity. No. 2410.

It is this 23rd day of July, 1927, by the Circuit Court for Queen Anne's County, In Equity, adjudged, ordered and decreed that this cause be referred to the auditor, with directions to state an account from the pleadings and proofs now in the cause, and such other proofs as may be produced before him by any of the parties, on giving the usual notice, of the debts due and owing by the said Charles O. Cacy, deceased, at the time of his death, and which still remain unpaid.

And the said Auditor, is hereby directed, by advertisement to be inserted in some paper published in Queen Anne's County, once in each of four successive weeks, before the first day of September 1927, to give notice to all persons having claims against the estate of said Charles O. Cacy, to file their claims properly authenticated, with the Clerk of this Court on or before the 8th day of October 1927.

WM. H. ADKINS
Judge.

.....
NOTICE TO CREDITORS.
Filed July 26th 1927.

Herbert E. Perkins, Attorney.

John P. Ahern, et al.

vs.

R. E. Fedderman, Adm. et al.

: In the Circuit Court
:
: Queen Anne's County, Md.
:
: In Equity. No. 2410.

NOTICE TO CREDITORS.

ORDERED, this 23rd day of July, 1927, by the circuit Court of Queen Anne's County, in Equity, and by the authority of said Court, that the Creditors of Charles O. Cacy, deceased, be and they are hereby directed and required to file their said claims properly authenticated, with the Clerk of the Circuit Court for Queen Anne's County, Maryland, on or before the 8th day of October, 1927, provided a copy of this order be published in some newspaper published in Queen Anne's County, Maryland, once in each of four successive weeks before the 1st day of September, in the year nineteen hundred and twenty-seven.

MADISON BROWN
Auditor.

.....
PETITION FOR FEE
Filed Aug 1st 1927.

John P. Ahern, et al.

vs.

R. E. Fedderman, Adm. et al.

: In the Circuit Court for
:
: Queen Anne's County, Md.
:
: in Equity. No. 2410.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Petition of Herbert E. Perkins, respectfully represents:

That your Petitioner has rendered legal services in the above entitled case as follows:

FIRST..

That he prepared and instituted on September 2nd., 1921 a Creditors Bill.

SECOND

That as Counsel for the Plaintiffs he attended in Centreville a hearing and made argument on Demurrer to Bill of Complaint, said Demurrer being overruled by the Court Order passed May 15th., 1923.

THIRD

That by Decree of Court passed May 15th., 1923 said Herbert E. Perkins and Hope H. Barroll were appointed Trustees to sell real estate mentioned in these proceedings. That afterwards the said Hope H. Barroll, on petition withdrew as one of the Trustees, and your Petitioner made a trip to Easton to confer with the Court about proceeding to sell as sole Trustee.

FOURTH

That Exceptions to Ratification of Sale having been filed by John Biggs, the purchaser, your Petitioner instituted the necessary proceedings in the Orphans' Court of Kent County, Maryland, in the Estate of Mary O. Cacy, deceased, and procured the appointment of Wm. Frazier Russell, Jr., as Administrator, C.T.A. of said Estate, all of which was necessary to the original proceedings.

FIFTH

That your Petitioner attended and argued before the Court in Centreville a hearing on second demurrer, which said demurrer was overruled by said Court.

SIXTH

Your Petitioner afterwards attended a hearing in Chestertown on the Exceptions filed to the Ratification of Sale, which said Exceptions were afterwards overruled.

That your Petitioner rendered the above legal services which were in addition and beyond his duties as Trustee to sell, and for which he believes he is entitled to compensation.

Your Petitioner therefore prays the Honorable Court to pass an Order allowing him a reasonable fee as compensation for necessary legal services rendered.

HERBERT E. PERKINS
Petitioner.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify, that on this 7th., day of July, 1927, before me, the Subscriber, a Notary Public, of State of Maryland, in and for Kent County aforesaid, personally appeared, Herbert E. Perkins, and made oath in due form of law, that the matters and things in the foregoing Petition are true and correct to the best of his knowledge and belief.

Notary
Public
Seal.

MARY A. PENNINGTON
Notary Public

.....
ORDER OF COURT
FILED Aug 1st, 1927

ORDER OF COURT

Upon the foregoing Petition and Affidavit it is ordered this 22nd day of July 1927, by the Circuit Court for Queen Anne's County, in Equity, that Herbert E. Perkins be allowed the sum of Fifty Dollars as compensation for extra legal services rendered in the above case, subject to exception.

WM. H. ADKINS

.....
NISI RATIFICATION OF AUDIT
Filed Nov 2nd 1927

NISI RATIFICATION OF AUDIT

John P. Ahern
vs.
R. E. Fedderman

:In the Circuit Court for
:
: Queen Anne's County,
:
: In Equity.
:
: Case No. 2410

Ordered, this 2nd day of November in the year nineteen hundred and twenty 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 26th day of November, 1927; provided a copy of this order be published once a week in each of two successive weeks before the 18th day of November, 1927, in some newspaper printed and published in Queen Anne's County.

B. HACKETT TURNER , Clerk

True Copy
Test: B. HACKETT TURNER, Clerk

Filed Nov 2nd 1927.

THE CENTREVILLE RECORD

Centreville, Md. April 25 1928.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certified that the Nisis Audit in the case of John P. Ahern vs. R. E. Fedderman cause No. 2410 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 18 day of November in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

AGREEMENT OF SETTLEMENT BETWEEN CREDITORS
Filed August 1st 1927,

John P. Ahern et al. : In the Circuit Court for
vs. : Queen Anne's County , Md.
R. E. Fedderman, Adm. Et al. : In Equity. No. 2410.

Agreement of settlement between Creditors.

Whereas the Real Estate mentioned in this proceeding has been sold and Report of Sale by the Trustee has been finally ratified by Order of Court dated 31st. day of March, 1927.

And whereas, the subsisting creditors waived their respective liens on the real estate reserving their rights of claim at attach to the proceeds of said sale.

And whereas, the creditors including both lien and general creditors have agreed that the balance of proceeds of sale, after deducting the costs of the judgment of the Third National Bank, amounting to \$23.45, and judgment of the Peerless Fertilizer Co., amounting to \$13.25, be distributed among the creditors on a pro rata basis of their respective claims and interest (copy of said claims being attached hereto and made a part hereof) without regard to any priorities or preferences that may exist.

Now therefor witnesseth that in consideration of the above, we, the undersigned, creditors do hereby agree that the balance of proceeds of sale be distributed on a pro rate basis of their respective claims, without regard to any existing priorities; and that the same be referred to the Auditor of the Court to make distribution accordingly.

Distribution as per initialed memorandum attached.

H. E. Perkins, Atty for Ahern
Wm. Davis Russell Jr.
For Estate of Mary O. Cacy
L. WETHERED BARROLL
Attorney for Cacy
R. Hynson Rogers
Atty for Wm M. Slay, Adm.
Harrison W. Vickers
Atty for Third National Bank

Report and Account of Auditor.
Filed Nov 2nd 1927

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

John P. Ahern et al.)
vs.) Cause No. 2410
R. E. Fedderman et al.)

To the Honorable, the Judges of said Court:

The report of Madison Brown, auditor, respectfully sets forth as follows:

That prior to stating the within account he caused to be given by advertisement in The Centreville Record, a newspaper published in said county notice to all creditors of Charles O. Cacy to file their claims properly authenticated with the clerk of the above named court before October 8, 1927, in the manner directed by the order of this court passed in said cause July 23, 1927, and the auditor files with this report a copy of said notice as advertised duly certified by the publishers of said paper as to publication.

That no claims appear to have been filed with the clerk pursuant to said notice, but it appears from Claim Docket in this office that sometime prior to the notice claims as follows had been filed in the above cause:

- Claim of July E. Cacy for \$481.12. This claim is paper of the proceedings marked No. 12 and is now represented by L. W. Barroll, Esquire. See also paper marked No. 22.
- Claim of Third National Bank of Chestertown for Judgment \$200.00 This claim is now represented by H. W. Vickers, Esq.
- Claim of The Peerless Fertilizer Co. for Judgment claim \$243.35 This claim is now represented by H. H. Perkins, Esq.
- Claim of Julia E. Cacy under mortgage for \$444.96. This claim is paper filed Jan. 5, 1924, and is marked No. 33½ and is verified by affidavit of claimant. This claim is represented by L. W. Barroll, Esq., and the paper marked "Respondents' Exhibit "A" and No. 52 is a copy of this mortgage.

In addition to the above claims there are the following claims:

- a Two notes of John P. Ahern from Charles O. Cacy which are filed with the bill of complaint as Exhibit "A" and "B".
- b. Claim of W. Frazier Russell, jr., as administrator c.t.a. of Mary O. Cacy under mortgage to her from Charles O. Cacy for \$240.30 and interest. This mortgage is same

as that mentioned above as "Respondents" Exhibit "A" and paper No. 52. This claim does not appear to be verified by affidavit.

(The claim of The Third National Bank of Chestertown and that of The Peerless Fertilizer Company, mentioned above, do not appear to be among the papers of the cause).

c. The claim of administrators of Richard D. Hynson under the mortgage from Charles O. Cacy to Edwin Maslin, dated May 17, 1899, which is mentioned through out the proceedings of the cause and which is represented by R. H. Rogers, Esq. The Original mortgage has been filed but the claim does not appear to be verified by affidavit.

That L. W. Barroll representing Mary O. Cacy as to her account and her mortgage claim, H. W. Vickers representing The Third National Bank of Chestertown, H. H. Perkins representing The Peerless Fertilizer Co and John P. Ahern, R. H. Rogers representing administrators of R. H. Hynson, W. F. Russell, jr., representing himself as administrator of Mary O. Cacy, have entered into an agreement for the settlement of the claims represented by them and this agreement is marked "Agreement of Settlement Between Creditors" and was filed August 1, 1927, in the cause. The Auditor has attached same temporarily to this report so that same can be placed at any time in its proper place in the papers of the cause.

As will appear by reference to this agreement, the creditors named above by their several attorneys, have agreed that costs due under the two judgments mentioned shall be allowed as preference claims only and that all other claims shall stand on an equal footing in the distribution of the net sales without priority or preference.

As will appear also by reference to said "agreement" it is agreed as follows:

That the amount of the claim of Julia E. Cacy by open account (including interest) is the sum of	\$654.32
That the claim of The Third National Bank of Chestertown, including interest amounts to	368.00
That the amount of the claim of The Peerless Fertilizer Company, including interest, is the sum of	258.12
That the amount of the claim of John P. Ahern under his two notes above described, including interest is the sum of	300.56
That the amount of the claim of administrators of R. H. Hynson under the mortgage mentioned including interest is the sum of	1824.00
That the amount of the claim of Julia E. Cacy and estate of Mary O. Cacy under the mortgage to them mentioned above inclusive of interest due thereon is the sum of	1824.00

That the proceeds of the sale made and reported in the above entitled cause, less the costs of the sale and the costs incident to the proceedings of the cause, are not sufficient to pay the claims mentioned above in full.

That in the above entitled cause Herbert H. Perkins, the trustee is charged with the gross amount of the sale made by him, per his report of sale filed, and with interest received thereon from the purchaser on final settlement.

That in the within account Herbert H. Perkins, the trustee, is allowed his commissions on the amount of the charge made against him, per rule of court relating to allowance of trustee's commissions, the amount of interest he was directed to allow the purchaser on final settlement by order of court ratifying the sale, the court costs of this cause according to the statement made by the clerk of the court attached herewith, the fee allowed to him for conducting the proceedings under order of court of July 22, 1927, costs of advertising the notice to creditors and the order nisi to be passed as to this account, the fee of the auditor, and the following items for which he produced vouchers (which are returned with this report), to wit: taxes on land sold, paid by him, for 1923, \$57.06, 1924, \$ 48.55 1925, \$47.78 and 1926, \$47.78. costs of advertising the sale and several orders nisi, costs of his bond, fees of stenographer taking the testimony filed, and certain costs incident to clearance of the title from the liens against same, under order of the court.

That next the said trustee is allowed the amount of the costs under the two judgments mentioned above in full.

That the amount of the sale so charged to the said trustee remaining after these allowances is the amount which is applicable to the payment of the debts of the said Charles O. Cacy and not being sufficient for the payment of the claims above mentioned of the above named creditors is by the within account divided among said claims pro rata.

That the distribution so made to said creditors is based on the mutual agreement of said creditors filed as aforesaid, for there are no other claims due by the said Charles O. Cacy known to the auditor other than a claim due to Herbert H. Perkins mentioned in the bill of complaint, and this claim the said Herbert H. Perkins, by his order written on the back of said agreement, instructed the auditor to omit from the audit.

That as there are no other claims due by the said Charles O. Cacy known unto your auditor he has taken as correct the amounts stated by said agreement as the amounts of said claims.

Respectfully submitted,

November 1, 1927.

MADISON BROWN
auditor.

The proceeds of the sale of the real estate of Charles O. Cacy, deceased, in account with Herbert H. Perkins, trustee appointed by the decree filed in this cause make sale of said real estate.

1923,
Aug.

Cr:

21: By gross proceeds of the sale made under said decree, per report of sale filed, to wit:	\$2,000.00	
By interest received of purchaser on final settlement,	9.99	
		\$2,009.99

Dr:

" " To Herbert H. Perkins, trustee, for his commissions for making the sale, per rule of court, sum of	\$122.95	
To do., for the court costs of this cause, per clerk's statement, as follows:-		
Cost of B.H. Turner, Clerk,	\$ 135.00	
Cost of Robert R. Hill, Register,	2.10	
Costs of W. C. Townsend, Sheriff Kent Co.,	7.80	
Costs of W. W. Godman, " " "	6.00	
Appearance fee of plaintiffs' atty.,	10.00	
Appearance fee of defendants' attys.	10.00	
Costs of R. R. Ayres, Clerk,	.80	
Costs of J. E. Potee, sheriff Balt. City,	1.00	
Costs of W. F. Russell, jr., examiner,	4.00	
Costs of examiner's stenographer,	3.00	
Costs of F. Y. Whitely, sher. Q.A. Co.	.60	180.30
To do., for the amount of interest allowed purchaser on final settlement, by the order of court, on payments made by purchaser prior to ratification from date of payment to date of ratification of sale, to wit: the sum of		150.00
To do., for state and county taxes on land sold for years 1923, 1924, 1925 and 1926, paid by the trustee, per receipts exhibited (see auditor's report), the sum of		201.17
To do., for the costs of his bond paid the corporate surety thereon, per receipt exhibited,.....		50.00
To do., for the costs of advertising sale and order nisi thereon in Centreville Record, per account for same exhibited, to wit:		41.00
To do., for amount of costs of advertising sale in Kent News and of posters of sale, per receipted account for same, to wit:		21.00
To do., for amount paid J. J. Hartnett, court stenographer, for taking testimony filed, per his receipted account for same, to wit:		10.00
To do., for costs incurred in clearance of title from liens by direction of court, thru B. H. Turner, Clerk \$1.20 & \$1.25, thru S. G. Caldwell, Register, .50 and \$9.50, per accounts exhibited:		12.45
Amounts carried forward, to wit:--	\$ 788.87	\$2,009.99
Amounts brought forward, to wit:	\$ 788.87	\$2,009.99

Dr:

To do., for the costs of advertising in Centreville Record the notice to creditors of Chas. C. Cacy to file their claims, per direction of court, <u>per</u> account for same appears, to wit:	7.50	
To do., for the costs of advertising the order nisi to be passed as to this account, to wit:	3.00	
To Herbert H. Perkins, for the amount of the fee allowed him by the order of court of July 22, 1927, for conducting proceedings, to wit:	50.00	
To Madison Brown, auditor, for stating this account,	18.00	
To balance carried below, to wit:	1142.62	
	2,009.99	\$2,009.92

Cr:

By balance brought down to wit: \$1,142.62

Dr:

To Herbert H. Perkins, trustee, to be applied to payment of costs of judgment of Third National Bank of Chestertown versus Chas. C. Cacy, see auditor's report, to wit:	Pd. \$23.45 H.W.Vickers	
To Herbert H. Perkins, trustee, to be applied to payment of costs of judgment of The Peerless Fertilizer Co. versus Chas. O. Cacy. see auditor's report, to wit:	13.25	
	\$36.70	
To balance carried below, to wit:	\$1,105.92	
	\$1,142.62	\$1,142.62

Cr:

By balance brought over, to wit: the sum of \$1,105.92

Dr:

Distribution among the creditors of
Charles O. Cacy.

	Dividend.	
To Julia E. Cacy, in part of her claim by account against Charles O. Cacy amounting to \$654.32 sum of		138.38
To The Third National Bank of Chestertown, in part of its judgment claim against Charles O. Cacy amounting to 368.00 sum of	pd. 77.83 H.W.Vickers	
To The Peerless Fertilizer Company, in part of its judgment claim against Charles O. Cacy amounting to 258.12 sum of		54.61
To John P. Ahern, in part of his claim under two notes described in bill of complaint as exhibits against Charles O. Cacy amounting to 300.56 sum of		63.65
To Administrators of Richard D. Hynson, in part of their mortgage claim against Charles O. Cacy under mortgage from him to Edwin L. Maslin dated May 17, 1889, amounting to 1824.00 sum of		385.77
To Julia E. Cacy and To W. Frazier Russell, administrator of Mary O. Cacy, in part of their mortgage claim under mortgage from Chas O. Cacy to Julia E. Cacy and Mary O. Cacy, dated Jan. 13, 1892, amounting to 1824.00 sum of (Redistributed below).		385.77
Amount of claims,	\$5229.00	\$
Amount distributed to creditors as	dividends	1105.92
Amount for distribution to creditors.....		1105.92
		\$1,105.92

Re distribution of amount allowed above to Julia E. Cacy and administrator of Mary O. Cacy:

To Julia E. Cacy, for her part of said claim,		\$250.50
To W. Frazier Russell, jr., administrator of Mary O. Cacy, for her part of said amount,		135.27
Amount distributed,		385.77
Amount for distribution,		385.77

MADISON BROWN
Auditor.

Nov 1, 1927.

NOTICE TO CREDITORS
Filed July 29th 1927

Herbert E. Perkins, Attorney.	:	In the Circuit Court for Queen
	:	
vs.	:	Anne's County, Md., In Equity.
	:	
R. E. Fedderman, Adm. , et al.	:	No. 2410.

NOTICE TO CREDITORS

Ordered, this 23rd day of July, 1927, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the Creditors of Charles O. Cacy, deceased, be and they are hereby directed and required to file their said claims properly authenticated, with the clerk of the Circuit Court for Queen Anne's County, Maryland, on or before the 8th day of October, 1927, provided a copy of this order be published in some newspaper published in Queen Anne's County, Maryland, once in each of four successive weeks before the 1st day of September, in the year nineteen hundred and twenty-seven.

MADISON BROWN, Auditor.

True Copy

Test: B. HACKETT TURNER, Clerk.

Filed July 26th, 1927.

THE CENTREVILLE RECORD

Centreville, Md. Oct 19, 1927.

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Auditor of notice to creditors in the case of John P. Ahern et al. vs. R. E. Fedderman Adm. et al. chy 2410. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks (1st July 21/27) before the 1st day of Sept in the year 1927.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. BROWN JR.

FINAL RATIFICATION OF AUDIT
Filed April 27th 1928.

John B. Ahern et al. : In the Circuit Court for
vs. : Queen Anne's County.
R. E. Fedderman, Adm et al. : No. 2410 Chancery.

FINAL RATIFICATION OF AUDIT

Ordered this 27th day of April 1928, by the Circuit Court for Queen Anne's County, In Equity, that the foregoing Report and Account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given, and that the Trustee apply the proceeds accordingly, with a due proportion of interest, as the same has been or may be received.

WM. H. ADKINS
Judge of said Court.

Filed Apr 27th 1928.

CAUSE NO. 2736

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourth day of February in the year nineteen hundred and twenty eighth, the following Petition for the Assumption by The Court of Jurisdiction over the above trust was brought to be recorded, to wit:

In the Matter of the Trust	:	In the Circuit Court for Queen
Estate of	:	Anne's County in Equity.
Eugene Clayton Cann	:	Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton T. Cann and William H. Carter, Trustees under Deed of Trust from Eugene Clayton Cann, unto your Honors, respectfully shows:

1. That heretofore, to wit: on the 24th day of January, 1928, Eugene Clayton Cann, of Queen Anne's County, State of Maryland, executed to your Petitioners a Deed of Trust, which is now of record in Liber B.H.T. No. 7, folios 458, etc., a land record book for Queen Anne's County aforesaid, a duly certified copy of which said Deed of Trust, marked "Exhibit No. 1", is filed herewith as a part of this Petition.

2. That by the terms of said Deed of Trust the said Eugene Clayton Cann granted, conveyed, bargained, sold, assigned and released unto your Petitioners certain real estate and personal property, in trust for the uses and purposes in said Deed of Trust particularly set forth. The language creating said trust, as will appear by reference to the certified copy of said Deed of Trust filed herewith, is as follows, to wit:

"TO HAVE and TO HOLD all the said property above mentioned and described to the said Clayton T. Cann and William H. Carter, their heirs, successors, personal representatives and assigns, in trust and confidence, nevertheless, for the uses and purposes following, that is to say: FIRST, to take possession of all of said estate, property assets and effects of every kind and description, and to hold, manage, control collect, convert, sell, invest and reinvest the same and to take, collect and receive the rents, issues, profits, interest and income accruing and arising therefrom; SECOND, to sell the said real estate comprising a part of the principal or corpus of this trust estate hereinbefore mentioned and described, if a sale thereof shall, in the opinion of the said Clayton T. Cann and William H. Carter, Trustees as aforesaid, or the survivor of them, or their successor or successors in this trust, be necessary, advisable or to the interest and advantage of the said Eugene Clayton Cann, either at public or private sale, as in their judgment may seem most advisable, at such time or times and for such price or prices and upon such terms as they may deem best, and to grant and convey the same to the purchaser or purchasers thereof; the proceeds arising from the said sales of said real estate, remaining after the payment by the said Trustees of the costs and expenses incident to the making of said sales, shall become and be a part of the personal estate comprising a part of the principal or corpus of the trust hereby created; and THIRD, to pay over the net rents, issues, profits, interest and income accruing and arising from the said trust estate hereby created to the said Eugene Clayton Cann, or so much thereof as may be demanded or required by him for and during the term of his, the said Eugene Clayton Cann's natural life, the said payment or payments to be made by the said Trustee, or the survivor of them, or their successor or successors, into the hands of the said Eugene Clayton Cann, and into the hands of no other person or persons; and if the said net rents, issues, profits, interest and income shall be insufficient for the proper and reasonable support, maintenance and comfort of the said Eugene Clayton Cann, there may be paid to him, the said Eugene Clayton Cann, out of the personal estate comprising a part of the principal or corpus of said trust estate, such sum or sums as the said Trustees, or the survivor of them, or their successor or successors, shall in their judgment deem necessary and advisable; and upon the death of the said Eugene Clayton Cann, this trust shall cease and terminate; and from and after the death of the said Eugene Clayton Cann the said Trustees, or the survivor of them, or their successor or successors, shall forthwith divide, distribute and pay over the personal estate comprising a part of the principal or corpus of said trust estate and any additions thereto, and any and all unexpended accruals of rents, issues, profits, interest and income, and shall forthwith convey so much of said real estate comprising a part of the principal or corpus of said trust estate as is unsold, if any, to such person or persons as shall, at the time of the death of the said Eugene Clayton Cann, be, under the laws of the State of Maryland, entitled to the same as the next of kin of the said Eugene Clayton Cann, to be held by such person or persons absolutely and in fee simple, free, clear and discharged from the operation of said trust.

3. That the principal or corpus of this trust estate, as will appear by reference to said Deed of Trust, is as follows, to wit:

REAL ESTATE

PARCEL No. 1. An undivided one-third interest of, in and to the lot or parcel of land, known as "The Eugene A. Cann Store Property", situate in the town of Centreville, in Queen Anne's County aforesaid, at the corner of Commerce and Water Streets.

PARCEL No. 2. An undivided one-third interest of, in and to the lot or parcel of land, hereby called "The Eugene A. Cann Tenant House Property" for the purpose of identification, situate in the Third Election District of Queen Anne's County aforesaid, on the right side of the public road or street, known as Chesterfield Avenue or Wharf Lane, leading from said town of Centreville to Centreville Landing.

PARCEL No. 3. An undivided one-third interest of, in and to the tract of land or farm, known as "Chesterfield" and hereby called "The Eugene A. Cann Residence Property" for the purpose of identification, situate in the Third Election District of Queen Anne's County aforesaid, on the right side of the said public road or street, known as Chesterfield Avenue or Wharf Lane, leading from said town of Centreville to Centreville Landing, and on the left side of the public road leading from said town of Centreville to Church Hill.

PARCEL No. 4. An undivided one-third interest of, in and to the lot or parcel of land, known as the "Chesterfield Poultry Farm" and hereby called "The Sparks Lot" for the purpose of identification, situate in the Third Election District of Queen Anne's County aforesaid, on the right side of, but not immediately adjacent thereto, the said public road or street, known as Chesterfield Avenue or Wharf Lane, leading from Centreville to Centreville Landing.

PARCEL NO. 5. An undivided one-sixth interest of, in and to the lot or parcel of land, hereby called "The Tucker Lot" for the purpose of identification, situate in the Third Election District of Queen Anne's County aforesaid, on the left side of, but not immediately adjacent thereto, the said public road or street, known as Chesterfield Avenue or Wharf Lane, leading from Centreville to Centreville Landing.

PARCEL NO. 6. An undivided one-sixth interest of, in and to the lot or parcel of land, hereby called "The Phillips Lot" for the purpose of identification, situate in the Third Election District of Queen Anne's County aforesaid, on the left side of, but not immediately adjacent thereto, the said public road or street, known as Chesterfield Avenue or Wharf Lane, leading from Centreville to Centreville Landing.

PARCEL No. 7. An undivided one-third interest of, in and to the lot or parcel of land, hereby called "The Price Lot" for the purpose of identification, situate in the Third Election District of Queen Anne's County aforesaid, on the right side of, but not immediately adjacent thereto, the said public road or street, known as Chesterfield Avenue or Wharf Lane, leading from Centreville to Centreville Landing.

PERSONAL ESTATE

1st. Thirteen (13) shares of the capital stock of the American Telephone and Telegraph Company, each share of the par value of \$100.00, at the valuation set forth in the Guardianship Estate of the said Eugene Clayton Cann in the Orphans' Court of Queen Anne's County, Maryland, to wit:\$1,920.00

2nd. One hundred and nine (109) shares of the capital stock of the Continental Life Insurance Company (now Continental American Life Insurance Company), each share of the par value of \$10.00, at the valuation set forth in said Guardianship Estate, to wit: 3,270.00

3rd. Promissory note of William H. Carter and Olivia Cann Carter, dated December 28th, 1926, and payable six months after date at The Centreville National Bank of Maryland, for the sum of 1,500.00

4th. Promissory note of William H. Carter and Olivia Cann Carter, dated January 2nd, 1928, and payable six months after date at The Queen Anne's National Bank of Centreville, for the sum of 1,166.67

5th. And in cash the sum of 120.72

\$ 7,977.39

4. That your Petitioners desire to place their said trust estate, created as aforesaid by said Deed of Trust, within the jurisdiction of this Honorable Court in order that they may conduct and administer the said trust under the direction, control and supervision of this Honorable Court.

5. That your Petitioners offer themselves ready to file such bond, with corporate surety, for the faithful performance and execution of the duties of their said trust as this Court may deem proper, and to abide by and perform such orders and decrees as may be passed by this Court in relation to the said trust.

Your Petitioners, therefore, pray:

(1) That this Honorable Court may assume jurisdiction over the aforesaid trust created by the said Deed of Trust from the said Eugene Clayton Cann.

(2) That this Honorable Court may determine and name the amount of the penalty of the bond to be executed by your Petitioners as Trustees as aforesaid for the faithful performance and execution of the duties of their said trust and to be filed by them in this cause.

(3) That this Honorable Court may supervise and direct your Petitioners in the management and performance of their said trust.

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

And as in duty bound, etc.,

CLAYTON T. CANN
WILLIAM H. CARTER
Trustees under Deed of Trust from Eugene
Clayton Cann.

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

I HEREBY CERTIFY that on this 4th day of February, in the year nineteen hundred and twenty eight, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton T. Cann and William H. Carter, Trustees under Deed of Trust from Eugene Clayton Cann, 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 their knowledge and belief.

B. HACKETT TURNER
Clerk.

EXHIBIT NUMBER ONE
Certified copy of Deed of Trust
Filed February 4th 1928.

#12,851. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 24th day of January, in the year nineteen hundred and twenty eight, the following Deed of Trust was brought to be recorded, to wit:-

THIS DEED OF TRUST, made this twenty fourth day of January, in the year nineteen hundred and twenty eight, by Eugene Clayton Cann, of Queen Anne's County, State of Maryland;

WHEREAS, the said Eugene Clayton Cann desires to grant convey, assigns, release and set over to Clayton T. Cann and William H. Carter, of Queen Anne's County aforesaid, all the estate and property of every kind and description, real, personal and mixed, of which the said Eugene Clayton Cann is seized and possessed or in any way entitled to in trust for the uses and purposes 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 Eugene Clayton Cann does hereby grant, convey, bargain, sell, assign and release unto the said Clayton T. Cann and William H. Carter, their heirs, successors, personal representatives and assigns, the following property, to wit:

REAL ESTATE

PARCEL NUMBER ONE. ALL the undivided one-third part and all the right, title, interest and estate of him, the said Eugene Clayton Cann, of, in and to ALL that lot or parcel of land, known as "The Eugene A. Cann Store Property", situate, lying and being in the town of Centreville, in Queen Anne's County, State of Maryland, at the corner of Commerce and Water Streets, and adjoining the property known as the "Centreville Opera House", and the property of (or formerly of) Sarah E. Costin; being the same land which was granted and conveyed unto Eugene A. Cann by Harry W. Chambers and Dora P. Chambers, his wife, by the two deeds bearing date the eleventh day of March, nineteen hundred and three, and the twenty fourth day of March, nineteen hundred and three, respectively, and recorded in Liber J.E.G. No. 4, folios 534 etc., and Liber J.E.G. No. 4, folios 576 etc., respectively, land record books for Queen Anne's County aforesaid, excepting therefrom, however, the three lots or parcels of land which were granted and conveyed by the three following deeds, to wit: the deed from Eugene A. Cann and Lillie Cann, his wife, to The Town Commissioners of Centreville, bearing date the twenty fourth day of March, nineteen hundred and three, and recorded in Liber J.E.G. No. 5, folios 3, etc., a land record book for Queen Anne's County aforesaid; the deed from Eugene A. Cann et al., to Sarah E. Costin, bearing date the third day of August, nineteen hundred and three, and recorded in Liber J.E.G. No. 5, folios 260 etc., a land record book for Queen Anne's County, aforesaid; and the deed from Eugene A. Cann, et al., to The Centreville Opera House Company, bearing date the twentieth day of November, nineteen hundred and five, and recorded in Liber J.E.G. No. 8, folios 296, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER TWO. ALL the undivided one-third part and all the right, title, interest and estate of him, the said Eugene Clayton Cann, of, in and to ALL that lot or parcel of land, being a part of the tract of land known as "Chesterfield", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, near the town of Centreville, and more particularly described as follows, to wit: BEGINNING at a point on Chesterfield Avenue or Wharf Lane where the land hereby granted and conveyed corners with the lot of land known as "The Anderson Lot", at or near a large sycamore tree, and running thence with the said Avenue or lane Southerly two hundred and fifty feet; thence at a right angle with said first line Easterly two hundred and fifty feet; thence northerly at a right angle with the said second line to the east branch of Corisca River, commonly called "Yellow Banks"; thence with the margin of said river to the said Anderson Lot; and thence with the southerly boundary of said Anderson Lot to the aforesaid place of beginning; being the same land which was granted and conveyed unto the said Eugene A. Cann and Clayton T. Cann, as tenants in common, by Beverly N. Sparks, et al., by deed bearing date the first day of September, nineteen hundred and six, and recorded in Liber S.S. No. 2, folios 66 etc., a land record Book for Queen Anne's County aforesaid, the said Clayton T. Cann having granted and conveyed his undivided one-half interest of, in and to said land unto the said Eugene A. Cann by deed bearing date the nineteenth day of October, nineteen hundred and nine, and recorded in Liber S.S. no. 7, folios 110, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER THREE. ALL the undivided one-third part and all the right, title, interest and estate of him, the said Eugene Clayton Cann, of, in and to ALL that part of the tract of land or farm, called or known as "Chesterfield", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the right side of the public road or street leading from the town of Centreville to Centreville Landing or Wharf and on the left side of the public road leading from said town of Centreville to Church Hill, containing one hundred and thirty six acres and thirty four perches of land, more or less, being the same land which was granted and conveyed unto the said Eugene A. Cann and Clayton T. Cann, as tenants in common, by Beverly N. Sparks, et al., by deed bearing date the eleventh day of September, nineteen hundred and eight, and recorded in Liber S.S. No. 5, folios 281, etc., a land record book for Queen Anne's County aforesaid, the said Clayton T. Cann having granted and conveyed his undivided one-half interest of, in and to said land unto the said Eugene A. Cann by deed bearing date the nineteenth day of October, nineteen hundred and nine, and recorded in Liber S.S. No. 7, folio 110, etc., a land record book for Queen Anne's County aforesaid, excepting therefrom, however, the six lots or parcels of land excepted by the said deed from the said Beverly N. Sparks, et al., to the said Eugene A. Cann and Clayton T. Cann, bearing date the eleventh day of September, nineteen hundred and eight, and recorded in Liber S.S. No. 5, folios 281, etc., a land record book for Queen Anne's County aforesaid, and also excepting therefrom, the three lots or parcels of land which were granted and conveyed by the three following deeds, to wit: the deed from Eugene A. Cann and Lillian Cann, his wife, to Clayton T. Cann and Lillian Chockely Cann, his wife, bearing date the fifteenth day of August, nineteen hundred and twenty two, and recorded in Liber J.F.R. No. 10, folios 30, etc., a land record book for Queen Anne's County, aforesaid; the deed from Eugene A. Cann and Lilly Cann, his wife, to William Henry Carter and Olivia Cann Carter, his wife, bearing date the fifteenth day of August, nineteen hundred and twenty two, and recorded in Liber J.F.R. No. 10, folios 32, etc., a land record book for Queen Anne's County aforesaid; and the deed from Eugene A. Cann and Lillian A. Cann, his wife, to Walter E. Woodford, bearing date the thirty first day of May, nineteen hundred and twenty three, and recorded in Liber J.F.R. No. 10, folios 508, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER FOUR. ALL the undivided one-third part and all the right, title, interest and estate of him, the said Eugene Clayton Cann, of, in and to ALL that lot or parcel of land, called or known as the "Chesterfield Poultry Farm", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and described as follows, to wit: BEGINNING at a post at the southeast corner of the property now owned and occupied by William W. Rhodes, where said property adjoins the property of William J. Price, Junior, and running thence in a northerly direction a distance of seventy one feet to a point on the northeast corner of the said property of William W. Rhodes; thence in an easterly direction toward the Yellow Banks" to a point on the northwest boundary line of the property of the said William J. Price, Junior, (now Parcel Number Seven hereinafter described), and intersecting said boundary line at a point furthest down at which it is possible for it to be intersected; thence in a westerly direction along the northwest boundary line of the said William J. Price, Junior, (now Parcel Number Seven as aforesaid), reversed, to the said place of beginning, containing one-half ($\frac{1}{2}$) of an acre of land, more or less; being the same land which was granted and conveyed unto the said Eugene A. Cann and Clayton T. Cann, as tenants in common, by deed bearing date the sixth day of March, nineteen hundred and nine, and recorded in Liber S.S. No. 7, folios 109 etc., a land record book for Queen Anne's County aforesaid, the said Clayton T. Cann having granted and conveyed his undivided one-half interest of, in and to said land unto the said Eugene A. Cann by deed bearing date the nineteenth day of October, nineteen hundred and nine, and recorded in Liber S.S. No. 7, folios 110, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER FIVE. ALL the undivided one-sixth part and all the right, title, interest and estate of him, the said Eugene Clayton Cann, of, in and to ALL that lot or parcel of land, being a part of the tract of land called or known as "Chesterfield", situate, lying and being near the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, adjoining the lands of (or formerly of) Charles E. Tucker and the lands of others, containing fifteen acres of land, more or less; being the same land which was granted and conveyed unto the said Eugene A. Cann and Clayton T. Cann, as tenants in common, by Mollie F. Tucker, et al., by deed bearing date the fourth day of November, nineteen hundred and sixteen, and recorded in Liber W.F.W. No. 9, folio 467, etc., a land record book for Queen Anne's County aforesaid, excepting, therefrom, however, the several lots or parcel of land excepted by said deed from the said Mollie F. Tucker, et al., to the said Eugene A. Cann and Clayton T. Cann.

PARCEL NUMBER SIX. ALL the undivided one-sixth part and all the right, title, interest and estate of him, the said Eugene Clayton Cann, of, in and to ALL that lot or parcel of land, being a part of the tract of land called or known as "Chesterfield", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, to the west of but not on Chesterfield Avenue, a public street or road leading from the town of Centreville to Centreville Landing, lying on the westerly side of a twelve foot alley way which runs along the rear of the property of E. S. Walls and the property of others, said lot being directly to the rear of the lot on which the dwelling house of Harland Linwood Phillips is erected; being the same land which was granted and conveyed unto the said Eugene A. Cann and Clayton T. Cann, as tenants in common, by Harland Linwood Phillips and Blanche B. Phillips, his wife, by deed bearing date the twenty ninth day of May, nineteen hundred and seventeen, and recorded in Liber W.F.W. No. 10, folios 349, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER SEVEN. ALL the undivided one-third part and all the right, title, interest and estate of him, the said Eugene Clayton Cann, of, in and to ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on the right side of the road called Chesterfield Avenue leading from the town of Centreville to the Centreville Landing, but not immediately adjacent to or binding on said road, bounded on the west by the property of William J. Price, Junior, on the North by Parcel Number Four hereinbefore described, on the east by the stream of water called the "Yellow Banks Stream", and

on the south by the Troy Meadow Land, the land of Charles Hagan and the High School Lot; being the same land which was granted and conveyed unto the said Eugene A. Cann by William J. Price, Junior, and Juliet S. Price, his wife, by deed bearing date the third day of July, nineteen hundred and twenty four, and recorded in Liber B.H.T. No. 2, folios 155 etc., a land record book for Queen Anne's County aforesaid.

THE undivided interest of, in and to the seven above described parcels of land having descended unto the said Eugene Clayton Cann (and Lillian A. Cann and Olivia Cann Carter, widow and daughter, respectively, of the said Eugene A. Cann) upon the death of his father, the said Eugene A. Cann, who departed this life sometime in the year nineteen hundred and twenty six, intestate, and seized and possessed thereof.

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.

PERSONAL ESTATE

FIRST. Three (3) shares of the capital stock of the American Telephone and Telegraph Company, each share of the part value of One Hundred Dollars (\$100.00), represented by Certificate No. NS20046, issued in the name of Eugene Clayton Cann, a minor, under Guardianship of Lillian A. Cann and Clayton T. Cann.

SECOND. Ten (10) shares of the capital stock of the American Telephone and Telegraph Company, each share of the par value of One Hundred Dollars (\$100.00), represented by Certificate No. NK72317, issued in the name of Lillian A. Cann and Clayton T. Cann, Guardian of Eugene Clayton Cann, a minor.

THIRD. Eighty seven (87) shares of the capital stock of the Continental Life Insurance Company (now Continental American Life Insurance Company), each share of the par value of Ten Dollars (\$10.00), represented by Stock Trust Certificate No. 1123, issued in the name of Lillian A. Cann and Clayton T. Cann, Guardian of Eugene Clayton Cann.

FOURTH. Six (6) shares of the capital stock of the Continental Life Insurance Company (now Continental American Life Insurance Company), each share of the par value of Ten Dollars (\$10.00), represented by Certificate No. 6179 for four (4) shares and Certificate No. 6412 for two (2) shares, issued in the name of Eugene C. Cann.

FIFTH. Sixteen (16) shares of the capital stock of the Continental Life Insurance Company (now Continental American Life Insurance Company), each share of the par value of Ten Dollars (\$10.00), represented by Certificate No. 6221 for two (2) shares and Certificate No. 7027 for fourteen (14) shares, issued in the name of Eugene Clayton Cann.

SIXTH. Promissory note of William H. Carter and Olivia Cann Carter, to C. T. Cann and Lillian A. Cann, Guardian for Eugene Clayton Cann, for the sum of Fifteen Hundred Dollars, (\$1,500.00), dated the twenty eighth day of December, nineteen hundred and twenty six, and payable six months after date at the Centreville National Bank of Maryland, with interest from date.

SEVENTH. Promissory note of William H. Carter and Olivia Cann Carter, to Lillian A. Cann and Clayton T. Cann, Guardian of Eugene Clayton Cann, for the sum of Eleven Hundred Sixty six dollars and Sixty Seven Cents (\$1,166.67), dated the second day of January, nineteen hundred and twenty eight, and payable six months after date at The Queen Anne's National Bank of Centreville, with interest from date.

EIGHTH. And in cash the sum of One Hundred Twenty Dollars and Seventy Two Cents (\$120.72).

TO HAVE AND TO HOLD all the said property above mentioned and described to the said Clayton T. Cann and William H. Carter, their heirs, successors personal representatives and assigns, in trust and confidence, nevertheless, for the uses and purposes following, that is to say: FIRST, to take possession of all of said estate, property, assets, and effects of every kind and description, and to hold, manage, control, collect, convert, sell, invest and reinvest the same and to take, collect and receive the rents, issues, profits, interest and income accruing and arising therefrom; SECOND, to sell the said real estate comprising a part of the principal or corpus of this trust estate hereinbefore mentioned and described, if a sale therefor shall, in the opinion of the said Clayton T. Cann and William H. Carter, Trustees as aforesaid, or the survivor of them, or their successor or successors in this trust, be necessary, advisable or to the interest and advantage of the said Eugene Clayton Cann, either at public or private sale, as in their judgment may seem most advisable, at such time or times and for such price or prices and upon such terms as they may deem best, and to grant and convey the same to the purchaser or purchasers thereof; the proceeds arising from the said sales of said real estate, remaining after the payment by the said Trustees of the costs and expenses incident to the making of said sales, shall become and be a part of the personal estate comprising a part of the principal or corpus of the trust hereby created; and THIRD, to pay over the net rents, issues, profits, interest and income accruing and arising from the said trust estate hereby created to the said Eugene Clayton Cann, or so much thereof as may be demanded or required by him for and during the term of his, the said Eugene Clayton Cann's natural life, the said payment or payments to be made by the said Trustees, or the survivor of them, or their successor or successors, into the hands of the said Eugene Clayton Cann, and into the hands of no other person or persons; and if the said net rents, issues, profits, interest and income shall be insufficient for the proper and reasonable support, maintenance and comfort of the said Eugene Clayton Cann, there may be paid to him, the said Eugene Clayton Cann, out of the personal estate comprising a part of the principal or corpus of said trust estate, such sum or sums as the said Trustees, or the survivor of them, or their successors or successors, shall in their judgment deem necessary and advisable; and upon the death of the said

Eugene Clayton Cann, this trust shall cease and terminate; and from and after the death of the said Eugene Clayton Cann the said Trustees, or the survivor of them, or their successor or successors, shall forthwith divide, distribute and pay over the personal estate comprising a part of the principal or corpus of said trust estate and any additions thereto, and any and all unexpended accruals of rents, issues, profits, interest and income, and shall forthwith convey so much of said real estate comprising a part of the principal or corpus of said trust estate as is unsold, if any, to such person or persons as shall, at the time of the death, of the said Eugene Clayton Cann, be, under the laws of the State of Maryland, entitled to the same as the next of kin of the said Eugene Clayton Cann, to be held by such person or persons absolutely and in fee simple, free, clear and discharged from the operation of said trust.

AND the said Eugene Clayton Cann does hereby make, constitute and appoint the said Clayton T. Cann and William H. Carter, to be his true and lawful attorneys, irrevocable, for him and in his name, place, and stead, to ash, demand, collect, sue for, recover and receive from all and every person or persons all the property, chattels, goods, wares, merchandise, debts, promissory notes, accounts, contracts, assets and demands or sums of money due, owing or belonging to the said Eugene Clayton Cann and hereby granted, conveyed, bargained, sold, assigned and released, and to give all necessary and proper receipts, releases and acquittances therefor in the name of the said Eugene Clayton Cann; and generally to do all other lawful acts and things whatsoever concerning the premises as fully and in every respect as the said Eugene Clayton Cann might or could do were he personally present at the doing thereof.

Witness the hand and seal of the said Eugene Clayton Cann, the day and year first above written:

TEST: Samuel T. Bouchelle

Eugene Clayton Cann (SEAL)

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

I HEREBY CERTIFY that on this twenty fourth day of January, in the year nineteen hundred and twenty eight, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Eugene Clayton Cann (a single man) and acknowledged the foregoing DEED OF TRUST to be his act.

Samuel T. Bouchelle
 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 B. H. T. #7, folio 458 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 25th. day of January, in the year nineteen hundred and twenty eight.

Seal's
 Place.

B. HACKETT TURNER Clerk

CERTIFIED COPY OF BOND
 Filed Feb. 19, 1929.

Queen Anne's County, to wit: Be it remembered that on the nineteenth day of February, in the year nineteen hundred and twenty nine, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Clayton T. Cann and William H. Carter, 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/bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of ten thousand dollars (\$10,000.00) to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, 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 eighteenth day of February, in the year nineteen hundred and twenty nine;

AND WHEREAS, by a deed of trust, bearing date the twenty fourth day of January, nineteen hundred and twenty eight, and recorded in Liber B. H. T. No. 7, folios 458 etc. a Land Record book for Queen Anne's County, aforesaid, Eugene Clayton Cann did grant, convey, assign, release and set over to the said Clayton T. Cann and William H. Carter, certain property, real and personal in said deed of trust fully described in trust for the uses and purposes set forth in said deed of trust;

AND WHEREAS, by a decree of the Circuit Court for Queen Anne's County in Equity bearing date the eighteenth day of February, nineteen hundred and twenty nine, and passed in a cause in said court entitled "In the Matter of the Trust Estate of Eugene Clayton Cann" being Cause No. 2736 on the Chancery docket of said Court, jurisdiction was assumed by the said Court over the said trust estate created by said Deed of Trust and the said Clayton T. Cann and William H. Carter, Trustees as aforesaid, were by said decree required and directed to file in said cause a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by said Court or by the Clerk of said Court, in the penalty of ten thousand dollars (\$10,000.00) conditioned for the faithful performance of the duties of said trust under said Deed of Trust, and for the faithful performance and execution of the trust reposed in them by said decree of which may be reposed in them by any future decree or order in the premises;

AND WHEREAS, this bond is executed in compliance with the said directions contained in said decree passed by said Court as aforesaid in said Chancery Cause No. 2736;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Clayton T. Cann and William H. Carter do and shall well and faithfully perform the duties of the said trust under said deed of trust, and do and shall well and faithfully perform and execute the trust reposed in them by the said decree or which 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:

Ezekiel M. Forman.

Seal's Place.

Clayton T. Cann (SEAL)
William H. Carter (SEAL)
United States Fidelity and Guaranty Company
By William R. Horney.
Its attorneys in fact.

Attest: Ezekiel M. Forman.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and bond filed Feby. 19th. 1929.
B. Hackett Turner, Clk.

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. 5 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 19th. day of Feby. in the year 1929.

Seal's Place.

B. HACKETT TURNER
Clerk.

PETITION FOR AUTHORITY
TO SELL TWO LOTS.
Filed Feb. 25, 1930.

IN THE MATTER OF THE TRUST
ESTATE OF
EUGENE CLAYTON CANN.

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In the Circuit Court for
Queen Anne's County
in Equity.
Cause No. 2736.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton T. Cann and William H. Carter, Trustees under the Deed of Trust from Eugene Clayton Cann, unto your Honors, respectfully shows:

1. That a part of the corpus of this trust estate consists of an undivided one-third interest of, in and to the tract of land or farm, known as "Chesterfield", and called, for the purpose of identification in this trust estate, "The Eugene A. Cann Residence Property", situate in the Third Election District of Queen Anne's County, State of Maryland, on the right side of the public road or street, known as Chesterfield Avenue or Wharf Lane, leading from the town of Centreville to Centreville Landing, and on the left side of the public road leading from said town of Centreville to Church Hill.

2. That by the provisions of the deed creating this trust estate, your Petitioners are authorized to sell the real estate comprising a part of the corpus or principal of this trust estate, if a sale thereof shall, in the opinion of your Petitioners, be necessary, advisable or to the interest and advantage of the said Eugene Clayton Cann, either at public or private sale, as in their judgment may seem most advisable, at such time or times and for such price or prices and upon such terms as they may deem best, and to grant and convey the same to the purchaser or purchasers thereof.

3. That your Petitioners have received from Franklin S. Wharton, of Queen Anne's County aforesaid, a cash offer of One Hundred Sixty Six Dollars and Sixty Seven Cents (\$166.67) for the said undivided one-third interest of your Petitioners of, in and to a lot or parcel of land adjoining other property of the said Franklin S. Wharton fronting twenty five feet on said Chesterfield Avenue or Wharf Lane with an even depth of two hundred feet, and a cash offer of Sixteen Dollars and Sixty Six Cents (\$16.66) for the right to tap the sewer connecting this property and other property with a branch of Corsica River, in which said sewer your Petitioners own an undivided one-ninth interest.

4. That your Petitioners have received from William R. Horney, of Queen Anne's County aforesaid, a cash offer of One Hundred Thirty Three Dollars and Thirty Three Cents (\$133.33) for the said undivided one-third interest of your Petitioners of, in and to a lot or parcel of land twenty feet wide with a depth of two hundred and five feet on the east side thereof and a depth of two hundred and ten feet, more or less, on the west side thereof, said lot or parcel of land being adjacent to the lot or parcel of land now owned by William H. Carter and Olivia C. Carter, his wife, and fronting on said Chesterfield Avenue or Wharf Lane.

5. That your Petitioners allege and believe that it is advisable and to the interest and advantage of the said Eugene Clayton Cann that the aforesaid offers be accepted and that said lots or parcels of land hereinbefore described be sold to the said

Franklin W. Wharton and William R. Horney, respectively.

Your Petitioners, therefore, pray this Honorable Court to pass an order authorizing, directing and empowering your Petitioners to accept the aforesaid offers of Franklin S. Wharton and William R. Horney, respectively, for the said lots or parcels of land, and that your Petitioners may be authorized, directed and empowered, upon the payment of the entire purchase money therefor, to grant and convey unto the said Franklin S. Wharton and William R. Horney, respectively, the said respective lots or parcels of land,

And as in duty bound, etc.,

CLAYTON T. CANN

WILLIAM H. CARTER
Petitioners (Trustees).

HARPER & HORNEY
Solicitors for Petitioners.

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

I HEREBY CERTIFY that on this 25th day of February, in the year nineteen hundred and thirty, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton T. Cann and William H. Carter, Trustees under the Deed of Trust from Eugene Clayton Cann, and made oath in due form of law that the matters and things stated in the foregoing Petition are true to the best of their knowledge and belief.

B. HACKETT TURNER
Clerk.

CERTIFICATE OF CESTUI QUE TRUST

I, Eugene Clayton Cann, do hereby certify that I have examined the foregoing Petition and believe that the sale of the lots or parcels of land mentioned therein at and for the prices therein mentioned is advisable and to my interest and advantage, and I hereby request the Court to pass the order prayed for in said Petition for the sale and conveyance of said lots or parcels of land without further notice to me.

EUGENE CLAYTON CANN
Cestui Que Trust.

ORDER OF COURT

The foregoing Petition and Affidavit, and the Certificate of the Cestui Que Trust accompanying the same, having been read and considered, IT IS THEREUPON, this 27th day of February, in the year nineteen hundred and thirty, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that Clayton T. Cann and William H. Carter, Trustees under the Deed of Trust from Eugene Clayton Cann, be and they are hereby authorized, empowered and directed to make sale to the said Franklin S. Wharton and William R. Horney, respectively, of the respective lots or parcels of land described in said foregoing Petition, at and for the sum of One Hundred Eighty Three Dollars and Thirty Three Cents (\$183.33) and One Hundred Thirty Three Dollars and Thirty Three Cents (\$133.33), respectively;

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said Clayton T. Cann and William H. Carter, Trustees as aforesaid, be and they are hereby authorized, empowered and directed, upon payment to them of the aforesaid purchase moneys, and not before, to grant and convey unto the said Franklin S. Wharton and William R. Horney, respectively, their heirs and assigns, in fee simple, the said respective lots or parcels of land;

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said Clayton T. Cann and William H. Carter, Trustees as aforesaid, upon the receipt of said purchase moneys, shall pay thereout the costs of the proceeding relating to said sales and shall invest the balance thereof under the future order of this Court for the benefit of their cestui qui trust the same as if the proceeds had remained land, subject to the same devolution of title as by said Deed of Trust is provided.

LEWIN W. WICKES

Filed February 27th, 1930.

PETITION OF TRUSTEES FOR AUTHORITY
TO CONVEY CERTAIN LAND TO STATE OF
MARYLAND
Filed Dec. 23, 1943.

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

In the Matter of the Trust Estate
of
Eugene Clayton Cann.

Cause No. 2736.

To the Honorable, the Judges of said Court:-

The Petition of Clayton T. Cann and William H. Carter, the trustees named in the Deed of Trust mentioned in this cause unto Your Honors respectfully sets forth:-

- (1) That a part of the corpus of the Trust Estate in course of administration in this Cause consists of one undivided third part in and to a tract of land called or known as "Chesterfield Farm" situate in the Third Election District of Queen Anne's County on the left side of the State Road leading from the northern limits of the town of Centreville to the property of Emeline Nichols and on to the town of Church Hill and adjacent to the town of Centreville.
- (2) That the remaining two undivided parts of said land are owned by Mrs. Lillian A. Cann and Mrs. Olivia C. Carter.
- (3) That as will appear from the provisions of said Deed of Trust your petitioners as the trustees therein named are authorized to sell the real estate comprising a part of the corpus of said trust estate if a sale thereof shall in the opinion of your petitioners be necessary, advisable or to the interest and advantage of said Eugene Clayton Cann either at public or private sale as in the judgement of the trustees adisable, for such price and and upon such terms as the trustees may deem best and to grant and convey the real estate sold unto the purchaser or purchasers at any such sale.
- (4) That your petitioners and other owners of the Chesterfield Farm received notice some time ago from the State Roads Commission of Maryland acting for the State of Maryland that the State of Maryland desired to take over from the owners of Chesterfield Farm that certain part of Chesterfield Farm running from the northern boundary of the town of Centreville along the left side of the State Road leading to the property of Emeline Nichols binding Chesterfield Farm on the north for the purpose of incorporating the land desired into that part of the State Road above described for the purpose of enlarging and widening said State Road and that the State of Maryland would pay for said land to all the owners thereof \$199.90 (to be divided between the three owners mentioned above, in equal parts), the share of your petitioners to be \$66.33.
- (5) That your petitioners sold their one undivided third part of the land desired by the State of Maryland to the State of Maryland and the State of Maryland acting through the State Roads Commission has taken possession of said part of said land; that at the same time the other owners mentioned above of undivided parts in said Chesterfield Farm sold their parts in the land desired unto the State of Maryland, and the State of Maryland has already incorporated the land desired and taken into that part of the State Road mentioned above and the same now forms a part of said State Road.
- (6) That the State of Maryland through its said State Roads Commission has caused the land taken to be divided and/or surveyed into two separate parts but the same has not been as yet conveyed to the State of Maryland.
- (7) That one of said parts is described in a plat made by the State Roads Commission numbered 4664 under Contract Q-158-X-211, and the State of Maryland desires the land described in said plat to be conveyed unto said State of Maryland by your Petitioners by deed, dated December 18, 1943, to which deed said plat is attached as part of the same.
- (8) That the other of said parts is described in a plat made by the State Roads Commission numbered 4665 under Contract Q-158-X-211, and the State of Maryland desires that the land described in said plat to be conveyed to the State of Maryland by your Petitioners by deed separate from the deed mentioned above but bearing date December 18, 1943 to which deed said plat NO. 4665 is attached as part thereof.
- (9) That the State of Maryland, your petitioners have been advised, is now ready to pay unto them said sum of \$66.33 and to receive of or from your petitioners the two deeds above mentioned but the State of Maryland desires that your petitioners be clothed with the power and authority to convey the land so sold to the State of Maryland by said deed because said land and the interest therein so sold is now within the jurisdiction of this Honorable Court.
- (10) Your petitioners therefore pray Your Honors to pass an order ratifying and confirming the sale made as above set forth unto the State of Maryland of the one undivided third part in the land mentioned above of the said Eugene Clayton Cann and authorizing, empowering and directing your petitioners to convey the land so sold and the interests therein of this Trust Estate unto the State of Maryland by the two deeds above mentioned and described.

Which is respectfully submitted,

WILLIAM H. CARTER

CLAYTON T. CANN
Trustees.

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

I hereby certify that on this 23rd day of December, 1943 before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Clayton T. Cann and William H. Carter Trustees, the petitioners above named and they did make oath in due form of law that the matters and things set forth in the foregoing petition are true as therein stated to the best of their knowledge and belief.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal Notarial the day and year above written.

DELHA DANCY ROLPH
Delha Dancy Rolph
Notary Public.

Notary
Public
Seal.

Filed Dec. 23, 1943.

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

In the Matter of the Trust Estate
of
Eugene Clayton Cann.

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Chancery Docket,
Cause No. 2736.

ORDER OF COURT:

THE foregoing petition of Clayton T. Cann and William H. Carter as trustees of the Trust Estate of said Eugene Clayton Cann in course of administration in this cause has been read and considered.

IT IS THEREUPON, on this 31st day of December in the year nineteen hundred and forty three by the Circuit Court for Queen Anne's County, in Equity ADJUDGED, ORDERED and DECREED as follows, to wit:

- (1) That the sale mentioned in said petition as made by said trustees unto the State of Maryland for State Road purposes of that part of the real estate called "Chesterfield Farm" belonging to the Trust Estate of this Cause recently taken over by the State Roads Commission and incorporated in the State Road running from the town of Centerville to Emeline Nichols' Property and then on to Church Hill as set forth in said petition at and for the sum of \$66.33 be and the same is hereby ratified and confirmed.
- (2) That said Trustees be and they are hereby authorized, empowered and directed upon the payment unto them of \$66.33, the purchase money above mentioned by the State of Maryland to grant and convey unto the State of Maryland for the use of the State Roads Commission of Maryland and for the purposes of the State Road, by the two deeds mentioned and described in the foregoing petition, the land heretofore sold unto the State of Maryland for the purpose of the State Road and since said sale taken over by said State and incorporated in the State Roads above mentioned.

J. OWEN KNOTTS
Judge.

Filed Dec. 31st, 1943.

PETITION FOR AUTHORITY TO SELL
LOT TO ROBERT H. THOMPSON
Filed Aug. 27, 1947.

IN THE MATTER OF THE TRUST

ESTATE OF

EUGENE CLAYTON CANN

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IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY

CHANCERY NO. 2736.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton T. Cann and William H. Carter, Trustees under the Deed of Trust from Eugene Clayton Cann, unto your Honors, respectfully shows:

- 1. That a part of the corpus of this trust estate consists of an undivided one-third interest of, in and to the tract of land or farm, known as "Chesterfield", and called, for the purpose of identification in this trust estate, "The Eugene A. Cann Residence Property", situate in the Third Election District of Queen Anne's County, State of Maryland, on the right side of the public road or street, known as Chesterfield Avenue or Wharf Lane, leading from the town of Centerville to Centerville Landing, and on the left side of the public road leading from said town of Centerville to Church Hill.
- 2. That by the provisions of the deed creating this trust estate, your Petitioners are authorized to sell the real estate comprising a part of the corpus or principal of this trust estate, if a sale thereof shall, in the opinion of your Petitioners, be necessary, advisable or to the interest and advantage of the said Eugene Clayton Cann, either at public or private sale, as in their judgment may seem most advisable, at such time or times and for such price or prices and upon such terms as they may deem best, and to grant and convey the same to the purchaser or purchasers thereof.
- 3. That your Petitioners have received from Robert H. Thompson and Marilee H. Thompson, his wife, of Queen Anne's County aforesaid, a cash offer of Five Hundred Dollars (\$500.00) for the said undivided one-third interest of your Petitioners of, in and to a lot or parcel of land adjoining the property of Franklin S. Wharton, which was conveyed unto the said Franklin S. Wharton by your Petitioners by deed recorded in Liber B. H. T. No. 11, folio 43, fronting ninety feet (90') on said Chesterfield Avenue or Wharf Lane with a depth of two hundred and eleven feet (211'), and a cash offer of Five Dollars and Fifty-six Cents (\$5.56) for the right to tap the sewer connecting this property and other property with a branch of Corsica River, in which said sewer your Petitioners own an undivided one-ninth interest, and a cash offer of Sixteen Dollars and Sixty-seven Cents (\$16.67) for the right to tap a water main running from the Town of Centerville to the residence or residential property of the heirs at law of Eugene A. Cann, deceased, in which water main your Petitioners own an undivided one-third interest.
- 4. That your Petitioners allege and believe that it is advisable and to the interest and advantage of the said Eugene Clayton Cann that the aforesaid offer be accepted and that said lot or parcel of land hereinbefore described be sold to the said Robert H. Thompson and Marilee H. Thompson, his wife.

Your Petitioners, therefore, pray this Honorable Court to pass an order authorizing, directing and empowering your Petitioners to accept the aforesaid offer of Robert H. Thompson and Marilee H. Thompson, his wife, for the said lot or parcel of land, and that your Petitioners may be authorized, directed and empowered, upon the payment of the entire purchase money therefore, to grant and convey unto the said Robert H. Thompson and Marilee H. Thompson, his wife, the said lot or parcel of land.

And as in duty bound, etc.,

CLAYTON T. CANN

WILLIAM H. CARTER
Petitioners (Trustees)

CLAYTON C. CARTER
Solicitor for Petitioners

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

I HEREBY CERTIFY that on this 27th day of August, in the year nineteen hundred and forty-seven, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton T. Cann and William H. Carter, Trustees under the Deed of Trust from Eugene Clayton Cann, and made oath in due form of law that the matters and things stated in the foregoing Petition are true to the best of their knowledge and belief.

A. SYDNEY GADD JR.
Clerk

CERTIFICATE OF CESTUE QUE TRUST

I, Eugene Clayton Cann, do hereby certify that I have examined the foregoing Petition and believe that the sale of the lot or parcel of land mentioned therein at and for the price therein mentioned is advisable and to my interest and advantage, and I hereby request the Court to pass the order prayed for in said Petition for the sale and conveyance of said lot or parcel of land without further notice to me.

EUGENE CLAYTON CANN
Cestui Que Trust

Filed Aug 27, 1947.

PETITION
Filed Sept 5, 1947

In the matter of the Trust Estate : In the Circuit Court for
of : Queen Anne's County in Equity.
Eugene Clayton Cann : Chancery Cause No. 2736

To the Honorable the Judges of said Court:

The petition of Clayton T. Cann and William H. Carter, Trustees, respectfully shows unto your honors:

1. That on February 25, 1930, your petitioners filed in this Cause their petition for the sale, among other real estate, of an undivided interest in a certain lot or parcel of land described therein as a part of the farm known as Chesterfield, the lot so to be sold being further described as fronting twenty five (25) feet on Chesterfield Avenue or Wharf Lane with an even depth of two hundred (200) feet; and that Franklin S. Wharton had offered to purchase said lot at the price therein set forth.
2. That on the 27th day of February, in the year nineteen hundred thirty, this honorable court passed it order upon the aforementioned petition authorizing, empowering and directing your petitioners as Trustees to make sale unto the said Franklin S. Wharton of the lot described in the aforementioned petition.
3. That in consequence of the aforesaid Order of Court your petitioners did join with Lillian A. Cann, widow, and Olivia Cann Carter and William H. Carter, her husband, in a deed to the said Franklin S. Wharton for the lot of land so intended to be conveyed unto him, said deed bearing date the 17th day of March, 1930, and being recorded in B.H.T. No. 11, Folio 43, etc., one of the land record books for Queen Anne's County.
4. That in the aforementioned petition and Order of Court and in the aforesaid deed, although the said lot is described as having a depth of two hundred feet from Chesterfield Avenue, it is not said whether the measurement of said two hundred feet should extend from the outside or from the inside of the sidewalk on said Avenue.
5. That it was the intention of your petitioners, as well as the other grantors in the aforesaid deed, that the said Franklin S. Wharton should acquire a lot of two hundred 200 feet in depth from the inside of the sidewalk on Chesterfield Avenue and should also acquire the title to said sidewalk in front of the aforesaid lot which said sidewalk has a width of approximately eleven (11) feet at that point,

thus making a total depth for said lot from the outside of said sidewalk of two hundred eleven (211) feet more or less.

6. That the title to the aforesaid lot of Franklin S. Wharton is now vested in Franklin S. Wharton and Frances F. Wharton, his wife, as tenants by the entirety, by mesne conveyance, and it is now the desire of your petitioners to confirm unto the said Franklin S. Wharton and Frances F. Wharton, his wife, the title to the aforesaid lot, so as aforesaid intended to be conveyed, having a width of twenty five feet on Chesterfield Avenue and a depth of two hundred eleven (211) feet more or less so that the rear line of said lot may be straight with the rear line of the other property of the said Franklin S. Wharton and Frances F. Wharton, his wife, adjoining same.

Wherefore your petitioners pray your honor to pass an order authorizing and empowering them to join in a deed of confirmation to the said Franklin S. Wharton and Frances F. Wharton, his wife, setting forth more particularly the dimensions and location of the lot hereinbefore mentioned.

Respectfully submitted.

CLAYTON T. CANN

Clayton T. Cann

WILLIAM H. CARTER

William H. Carter

Trustees

Filed Sept 5, 1947.

ORDER OF COURT

Upon the foregoing petition of Clayton T. Cann and William H. Carter, Trustees, it is, by the Circuit Court for Queen Anne's County in Equity, this 5th day of September 1947, ORDERED that said Trustees be and they are hereby authorized and empowered to execute unto Franklin S. Wharton and Frances F. Wharton, his wife, as tenants by the entirety, a confirmatory deed setting forth more particularly the dimensions and location of the lot mentioned in the foregoing petition as therein set forth.

WM. R. HORNEY

Judge.

Filed Sept 5, 1947.

C A U S E N U M B E R 1711

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 this Twenty Fifth day of February in the year nineteen huddred and Eleven, the following Petition of James T. Bright, Trustée and Assent of George E. Callaway, Mary A. Price and Milton H. Price and Order of Court was brought to be recorded, to wit:

IN THE MATTER OF THE : IN THE CIRCUIT COURT FOR
TRUST ESTATE OF : QUEEN ANNE'S COUNTY, IN EQUITY
MARY A. PRICE :

To the Honorable, the Judges of said Court:

The petition of James T. Bright, Trustee, to your Honors respectfully sets forth:

First: That the said Mary A. Price on the ___ day of ___, in the year nineteen hundred and six, executed and acknowledged a deed of trust conveying all of her property, real, personal and mixed, for the benefit of her creditors, to James T. Bright as trustee, which deed is recorded among the Land Records of Queen Anne's County.

Second: That your petitioner, in pursuance of said deed of trust and after filing a bond duly executed, acknowledged and approved according to law, took possession of and managed all of the said property conveyed under the said deed of trust.

Third: That the said Mary E. Price was indebted unto sundry persons, including one George E. Calloway, who was the largest creditor.

Fourth: That the said George E. Calloway, after the execution of said deed of trust, paid off all the creditors of the said Mary A. Price and took assignment of all the claims to him owing by the said Mary A. Price at the time of the execution of said deed of trust above referred to.

Fifth: That among the property which came into the hands of your petitioner under and by virtue of said deed of trust was a small lot of land situate in Crab Alley Neck, Kant Island, Queen Anne's County, Maryland, and known as the Colored School House Lot, adjoining the store property of Milton H. Price on the one side and the property Mrs. Carrie R. Goodhand on the other, and containing one-half an acre of land more or less. This property is unoccupied and unrented, and bringing in no revenue to the Trustee.

Sixth: That your petitioner has been offered the sum of Two Hundred and Fifty Dollars for the property above mentioned by Charles B. Downes of Stevensville, Queen Anne's County, Maryland, which price your petitioner thinks in a good one for the property, in view of the fact that the property is unoccupied bringing in no return and will soon be in need of repair. Your petitioner verily believes that a sale of the property at the price mentioned above will be advantageous to all parties concerned.

Your petitioner, therefore, prays your Honorable Court that an order may be passed, authorizing and directing the said James T. Bright, Trustee, to sell the property before mentioned, to Charles B. Downes, at private sale, at and for the sum of Two Hundred and Fifty Dollars, and to convey same to him, and that your petitioner may have such other and further relief as his case may require.

And in duty bound, etc.,

Filed Febry. 25th 1911.

JAMES T. BRIGHT
(Trustee).

In the Matter of the : In the Circuit Court for Queen
Trust Estate of Mary A. Price : Anne's County In Equity.

To the Honorable, the Judges of said Court:

We George E. Calloway, Mary A. Price and Milton H. Price, her husband, do hereby admit the matters and things stated in the petition of James T. Bright, Trustee, in the above cause, and do further say that in our judgment it would be most advantageous to all parties in interest for the property referred to in the aforegoi_ petition of the said James T. Bright, Trustee, be sold at private sale, at the price mentioned in said petition, and we do hereby consent to the passage of any order or decree authorizing and directing a private sale of said property. And we further consent to the passage of any order that your Honorable Court may think right and proper in the premises.

GEORGE E. CALLOWAY
MARY A. PRICE
MILTON H. PRICE

On the foregoing petition and affidavit and the accompanying assent of George E. Calloway, Mary A. Price and Milton H. Price, it is ordered this 25th day of February, in the year nineteen hundred and eleven that the above named petitioner be and he hereby is authorized to sell the property mentioned and referred to in the foregoing petition to Charles E. Downes, at private sale, at and for the sum of Two Hundred And Fifty Dollars, and to convey said property to the purchaser on the payment of the purchase money.

PHILEMON B. HOPPER

Filed Feb 25th 1911.

STATE OF MARYLAND ,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 28th day of February, in the year nineteen hundred and eleven, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James T. Bright, Trustee and made oath in due form of law that the matters and things stated in the foregoing petition are true to the best of his knowledge and belief.

J. MCK. TILGHMAN
(JUSTICE OF THE PEACE)

REPORT OF SALE
Filed March 1, 1911.

In the matter of the trust : In the Circuit Court for
Estate of Mary A. Price : Queen Anne's County in Equity.
To the Honorable, the Judges of said Court:

The report of James T. Bright, Trustee, to your Honors respectfully sets forth:

That in pursuance of an order of Court passed in the aforesaid cause on the twenty fifth day of February, in the year nineteen hundred and eleven, the said James T. Bright Trustee as aforesaid, sold the property mentioned in said proceedings, to Charles B Downes, of Queen Anne's County, State of Maryland, at and for the sum of Two Hundred and Fifty Dollars, said amount being the sum named in said order of Court. The purchaser will pay the aforesaid purchase money on the final ratification of said sale.

All of which is respectfully submitted.

JAMES T. BRIGHT
Trustee.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this first day of March, in the year nineteen hundred and eleven, before me the Clerk of the Circuit Court in and for Queen Anne's County, State of Maryland aforesaid. personally appeared James T. Bright, Trustee, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief.

SAML. SENEY
Clerk.

ORDER OF COURT
Filed March 1, 1911.

In the matter of Trust Estate of : In the Circuit Court for Queen
Mary A. Price : Anne's County in Equity.

ORDERED this 1st day of March, in the year nineteen hundred and eleven, that the sale of the real estate made and reported by James T. Bright, Trustee, under an order of Court passed in the aforesaid proceedings, on the twenty fifth day of February, nineteen hundred and eleven, and mentioned in the report of sale filed in the above entitled cause be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of May, nineteen hundred and eleven; provided that 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 6th day of April, nineteen hundred and eleven.

The report states the amount of sales to be \$250.00

Filed March 1st, 1911.

SAMUEL SENEY, Clerk
Clerk.

FINAL ORDER OF RATIFICATION
Filed May 8, 1911.

FINAL ORDER OR RATIFICATION

In the matter of the Trust
Estate of Mary A. Price

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

ORDERED, this 8th day of May, in the year nineteen hundred and eleven, 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 by James T. Bright, Trustee, in pursuance of an order of Court passed in the aforesaid cause on the twenty fifth day of February, nineteen hundred and eleven, 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 nisi.

PHILEMON B. HOPPER

Filed May 8, 1911.

ORDER NISI
Filed March 1st, 1911.

Centreville, Md.
May 4th, 1911.

I hereby certify that the Order nisi in the matter of the trust estate of Mary A. Price, in equity a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Annes County, Maryland, once a week for four successive weeks Before the 6th day of April 1911.

BROWN & BRIGHT, PUBS.
For The Centreville Record
per Armstrong.

ORDER NISI

IN THE MATTER OF THE TRUST : In the Circuit Court for Queen
ESTATE OF MARY A. PRICE : Anne's County, in Equity.

ORDERED, this 1st day of March, in the year nineteen hundred and eleven, that the sale of the real estate made and reported by James T. Bright, Trustee, under an order of Court passed in the aforesaid proceedings on the twenty-fifth day of February, nineteen hundred and eleven, and mentioned in the report of sale filed in the above entitled cause be ratified and confirmed unless cause to the contrary thereof be shown on or before the 6th day of May, nineteen hundred and eleven; provided that a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the 6th day of April, nineteen hundred and eleven.

The Report states the amount of sales to be \$250.00.

SAM'L SENEY, Clerk

True Copy
Test:

SAM'L SENEY, Clerk

Filed March 1st, 1911.

C A U S E N U M B E R N O. 3414

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighth day of November, in the year nineteen hundred and forty seven, the following Bill of Complaint was brought to be recorded, to wit:

REECE A. TAYLOR, Individually, and as Administrator of the Personal Estate of Effie Taylor, deceased,	:	In the Circuit Court for
	:	
	:	Queen Anne's County,
	:	
	:	in Equity.
vs.	:	
	:	
JANE E. TAYLOR, Infant, HERBERT WALLS and EMMA WALLS, his wife, ANNA C. HARRISON and EDITH P. HARRISON .	:	Cause No. 3414.
	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator complaining, says:

1. That Effie Taylor, late of Queen Anne's County, State of Maryland, departed this life on the 24th. day of May, 1942, intestate, and seized and possessed of the following described real estate, to wit:

Parcel No. 1. 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, Maryland, with a frontage on said Broad Street of 50 feet and a depth there -from of 150 feet, adjoining the lands of or formerly of Amanda Stevens and Parcel #2 herein-after described; and

Parcel No. 2. All those lots or parcels of land, consisting of two (2) building lots, situate, lying and being on the west side of Broad Street, and the corner of 5th. Street, in the town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, each of said lots having a frontage of 29 feet and a depth of 120 feet and designated on the map or plat of said town of Crumpton as Nos. 82 and 83; and

Parcel No. 3. All those certain seven (7) lots or parcels of land situate, lying and being in the Town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, two of said 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 5th Street and a depth of 150 feet, and five (5) of said lots being situate on Caroline Street and designated on said map of Crumpton as Nos. 92, 93, 94, 95 and 96, each lot having a frontage of 29 feet and a depth of 120 feet; and

Parcel No. 4. All that lot or parcel of land situate, lying and being in the southwestern part of the town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, adjoining the lands of or formerly of Paul Harrison, Harry Robinson, Mary E. Tarbutton and others, containing five (5) acres of land, more or less:

A certified copy of a deed granting and conveying the same to Calving H. Taylor and the said Effie Taylor, his wife, as tenants by the entireties, from Roland Harrison and Anna G. Harrison, his wife, and Anna C. Harrison and Edith P. Harrison, dated December 13th. 1938, and recorded in Liber W.H.C. No. 7-A, folio 453, etc., a Land Record Book for Queen Anne's County, marked "Plaintiff's Exhibit No. 1" filed herewith and made a part hereof, which lots or parcels under said deed, upon the death of Calvin H. Taylor in February, 1940, passed to the said Effie Taylor.

2. That the aforesaid parcels of land are subject to the lien and operation of a mortgage given by the said Calvin H. Taylor and Effie Taylor, his wife, to Anna C. Harrison and Edith P. Harrison, as tenants in common, dated December 13th. 1938, in the sum of \$900.00, with interest at 6%, said mortgage being recorded in Liber W.H.C. No. 7-A, folio 455 etc., a Land Record Book for Queen Anne's County, a certified copy of which marked "Plaintiff's Exhibit No. 2", is filed herewith as a part hereof.

3. That the said Effie Taylor, left surviving her as her only heirs-at-law, Reece A. Taylor, adult, and Jane E. Taylor, Infant, only children of a deceased son.

4. That letters of Administration on the Personal Estate of the said Effie Taylor have been granted unto Reece A. Taylor, who after given Notice to Creditors, has filed his First and Final Administration Account, which Account shows an overpayment by the administrator of said Personal Estate, to the extent of \$223.46 and also shows that besides said amount the administrator paid the sum \$6.77 on the Equity that the deceased had in her real estate, consisting of the aforesaid parcels or lots herein described, a certificate showing the grant of letters marked "Plaintiff's Exhibit No. 3" being filed as a part hereof and a certified copy of said First and Final Administration Account marked "Plaintiff's Exhibit No. 4" being filed herewith as a part hereof.

5. Your Orator is advised and so alleges that the overpayment of the personal estate of the said Effie Taylor by him constitutes a lien on the equity of redemption in the real estate of which the said Effie Taylor died seized and possessed and herein described.

6. That the said lots or parcels of land, hereinbefore described can not be divided, subject to the liens as aforesaid, without loss or injury to the parties interested therein and owning the same as herein set forth, and your Orator is advised that he is entitled to have the aforesaid real estate sold under a decree of this Court, and after the payment of the costs of said proceedings and the payment of said liens, then a division of the money arising from said sale or sales had among the parties entitled

thereto according to their respective rights and interests therein.

7. That your Orator and the said Jane E. Taylor, infant, by Esther M. Taylor, her mother and next friend, have entered into contract of sale selling said lots or parcels of real estate herein described unto Herbert Walls and Emma Walls, his wife, as tenants by the entirety, subject to the approval and ratification of the Court, at and for the sum of Eighteen Hundred Dollars (\$1,800.00), the terms of said sale being fully set forth in the written contract thereof, a copy of which is filled herewith as a part hereof, marked "Plaintiff's Exhibit No. 5".

That among other provisions and terms of said contract of sale, it is provided as follows:

"Proceedings in Chancery to procure the ratification of the sale under this contract of sale by the Circuit Court for Queen Anne's County in Equity, shall be brought in the name of Reece A. Taylor against Jane E. Taylor, infant, and Herbert Walls and Emma Walls, his wife, and such other persons and bodies corporate as may be necessary to assure the purchasers a good and marketable fee simple title to said parcels of land above described, free and clear of all liens and encumbrances of whatever kind or nature"

"Possession. The purchasers to be given possession as of the 1st day of August, 1944".

"Taxes. All State, County and town taxes for the Current calendar year shall be divided and apportioned 7/12s to be paid by the vendors and 5/12s by the vendees.

"Fire Insurance Premiums. Shall be apportioned pro rata as of date of signing this contract of sale."

"No interest to be paid by Vendees on any deferred payments or on any mortgage indebtedness on said property, but vendees are to pay rent for said premises, which they now occupy, to August 1st., 1944".

"No broker's commissions are involved in this transaction, as said sale has been made between the parties hereto personally".

"Costs and Expenses. All costs and expenses incident to 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 John Palmer Smith 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. All costs of transfer by deed of conveyance and documentary stamps shall be borne by the vendees".

"Receipt of Initial Payment. It is understood that the said John Palmer Smith shall receive the initial payment of Six Hundred Dollars (\$600.00) and deposit same to his credit as Trustee in the case of Taylor vs. Taylor in the Centreville National Bank of Maryland, subject to the future order of said Circuit Court for Queen Anne's County, in Equity".

8. That your Orator is advised that because one of the parties to said contract of sale is an infant under the age of twenty one years, said contract of sale can not be fulfilled and the said Herbert Walls and Emma Walls, his wife, vested with the legal title to said parcels or lots of land, hereinbefore described without the aid of this Honorable Court.

9. That your Orator avers that it will be to the interest and advantage of all parties owning said parcels or lots of land hereinbefore described and interested therein as herein set forth and all parties to said contract of sale as well as all lienors that said contract of sale be ratified and confirmed by this Honorable Court for that the purchase price named in said contract of sale is the fair and market value for said lots or parcels of land and is as much, if not more, than the same would bring at public sale, and for other reasons to be known at the hearing.

10. That the initial payment of Six Hundred Dollars (\$600.00) mentioned in said contract of sale has been paid into the hands of John Palmer Smith, who has deposited the same in the Centreville National Bank of Maryland, subject to the future order of this Honorable Court.

11. That the said Jane E. Taylor is an infant and unmarried, residing in the City of Wilmington, State of Delaware; that the said Herbert Walls and Emma Walls, his wife, Anna C. Harrison And Edith P. Harrison, are all adults and residents of Queen Anne's County, Maryland.

TO THE END THEREFORE:

(1) That said lots or parcels of land herein described may be sold under a decree of this Court for the purpose of partition of the proceeds of sale among the parties entitled thereto.

(2) That after the payment in full of all liens resting against said real estate, the net proceeds remaining from said sale may be made among the parties owning said real estate or interested therein according to their respective interests and rights therein under the direction of this Court.

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

(4) That a trustee may be appointed by this Honorable Court to convey said lots or parcels of land unto the said Herbert Walls and Emma Walls, his wife, vendees, as tenants by the entirety, 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 lots or parcels of land, free, clear and discharged of and from the rights of all the parties to this bill of complaint and to said contract of sale as well as free, clear and discharged from the claims of all creditors of the said Effie Taylor, deceased.

(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 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 against Herbert Walls and Emma Walls, his wife, and against Anna C. Harrison and Edith P. Harrison, all residents of Queen Anne's County, Maryland, 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 herein, and The Order of Publication against Jane E. Taylor, infant defendant, a resident of the State of Delaware and non-resident of the State of Maryland, giving her notice of the Object and substance of this Bill of Complaint, and warning her to appear in this Court, either in person or by solicitor, on a day certain to be named therein, to show cause, if any she may have, why a decree ought not to pass as prayed.

And as in duty bound etc.

JOHN PALMER SMITH
Solicitor for Complainant.

Filed Nov 8, 1944.

EXHIBIT NO. 1.
Filed Nov 8, 1944

#19,200 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-first day of December, in the year nineteen hundred and thirty eight, the following Deed was brought to be recorded, to wit:-

One- Two Dollar Int. Rev. Stamp.
Endorsed G.R.H. et al. 12/13/38

One- One Dollar, One- Fifty Cent
One- Twenty Cent and One- Ten Cent
Recordation Tax Stamps. Endorsed
C.H.T. & E.T. 12/21/38

THIS DEED, made this 13th day of December, in the year nineteen hundred and thirty eight, by and between G. Roland Harrison and Anna G. Harrison, his wife, of Delaware County, State of Pennsylvania, Anna C. Harrison (single lady) of Queen Anne's County, State of Maryland, and Edith P. Harrison (single lady), of Queen Anne's County aforesaid, parties of the first part, and Calvin H. Taylor and Effie Taylor, his wife, of Queen Anne's County aforesaid, parties of the second part;

WITNESSETH, that for and in consideration of the sum of Eighteen Hundred Dollars (\$1,800.00) and other valuable considerations, the receipts of which are hereby acknowledged, the said G. Roland Harrison and Anna G. Harrison, his wife, Anna G. Harrison and Edith P. Harrison do hereby grant and convey unto the said Calvin H. Taylor and Effie Taylor, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, the following described real estate, to wit:

PARCEL NUMBER ONE

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, State of Maryland, 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. 2 hereinafter described.

PARCEL NUMBER TWO

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, in the Seventh Election District of Queen Anne's County, State of Maryland, each of said lots having a frontage of 29 feet and a depth of 120 feet, and being designated on the map or plat of said town of Crumpton as Nos. 82 and 83.

PARCEL NUMBER THREE

ALL those certain seven lots or parcels of land situate, lying and being in the town of Crumpton, in the Seventh Election District of Queen Anne's County, State of Maryland, two of said 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, and five of said lots being situate on Caroline Street and designated on said map of Crumpton as Nos. 92, 93, 94, 95 and 96, each lot having a frontage of 29 feet and a depth of 120 feet.

PARCEL NUMBER FOUR

ALL that lot or parcel of land situate, lying and being in the southwestern part of the town of Crumpton, in the Seventh Election District of Queen Anne's County, State of Maryland, adjoining the lands (of formerly of) Paul Harrison, Harry Robinson, Mary E. Tarbutton and others, and containing 5 acres of land, more or less.

TITLE REFERENCE

BEING The same four lots or parcels of land (described as Parcel Nos. 1,2,3 and 4) which were granted and conveyed unto the said G. Roland Harrison, et al., by The Sudlersville Bank of Maryland, a body corporate, by deed bearing date the 12th day of February, 1938, and recorded in Liber W.H.C. No. 6-A, folios 491, 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 and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lots or parcel of land and premises, unto and to the use of the said Calvin H. Taylor and Effie Taylor, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, forever.

AND the said G. Roland Harrison, Anna C. Harrison and Edith P. Harrison do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber 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 seal of the said Grantors:

TEST: (as to G. Roland Harrison
and Anna G. Harrison).
ROBERT P. HARE JR.

G. ROLAND HARRISON (SEAL)

ANNA G. HARRISON (SEAL)

TEST: (as to Anna C. Harrison
and Edith P. Harrison).
J. WILBUR STAFFORD

ANNA C. HARRISON (SEAL)

EDITH P. HARRISON (SEAL)

STATE OF PENNSYLVANIA, :
: TO WIT:
DELAWARE COUNTY, :

I HEREBY CERTIFY that on this 13th day of December, in the year nineteen hundred and thirty eight, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for Delaware County aforesaid, personally appeared G. Roland Harrison and Anna G. Harrison, his wife, and each acknowledged the aforegoing Deed 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:

Notary
Public
Seal.

ELIZABETH KENT
Notary Public. Media, Pa.

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

I HEREBY CERTIFY that on this 19 day of December, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Anna C. Harrison and Edith P. Harrison and each acknowledged the foregoing DEED 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;

Notary
Public
Seal.

J. WILBUR STAFFORD
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. 7-A, folio 453 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 on this 25th day of October in the year nineteen hundred and forty four.

A. SYDNEY GADD JR.
Clerk of Court

Seal's
Place.

Filed Nov. 8, 1944.

EXHIBIT #2
Filed Nov. 8, 1944

#19,201. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the TwentyFirst day of December, in the year nineteen hundred and thirty eight, the following Purchase Money Mortgage was brought to be recorded, to wit;

THIS PURCHASE MONEY MORTGAGE, made this 13th day of December, 1938, by Calvin H. Taylor and Effie Taylor, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said Calvin H. Taylor and Effie Taylor, his wife, are, jointly and severally, justly indebted unto Anna C. Harrison and Edith P. Harrison, of Queen Anne's County, State of Maryland, as tenants in common, in the full sum of Nine Hundred Dollars (\$900.00), for money this day loaned to the said Calvin H. Taylor and Effie Taylor, his wife, by the said Anna C. Harrison and Edith P. Harrison, to complete the payment of the balance of the purchase money for the hereinafter described real estate;

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the aforesaid sum of Nine Hundred Dollars (\$900.00) shall be repaid unto the said Anna C. Harrison and Edith P. Harrison at the expiration of one year from the 15th day of December, 1938, with interest thereon in the meantime, at the rate of six per centum (6%) per annum, payable semi-annually from the said 15th day of December, 1938;

AND WHEREAS, it was an express precedent agreement to the making of said loan that the aforesaid principal sum of Nine Hundred Dollars (\$900.00) and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by this mortgage;

NOW, THEREFORE, THIS PURCHASE MONEY MORTGAGE 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 Calvin H. Taylor and Effie Taylor, his wife, do hereby grant and convey unto the said Anna C. Harrison and Edith P. Harrison, their heirs and assigns, in fee simple, as tenants in common, the following described real estate, to wit:

PARCEL NUMBER ONE

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, State of Maryland, 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. 2 hereinafter described.

PARCEL NUMBER TWO

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, in the Seventh Election District of Queen Anne's County, State of Maryland, each of said lots having a frontage of 29 feet and a depth of 120 feet, and being designated on the map or plat of said town of Crumpton as Nos. 82 and 83.

PARCEL NUMBER THREE

ALL those certain seven lots or parcels of land situate, lying and being in the town of Crumpton, in the Seventh Election District of Queen Anne's County, State of Maryland, two of said 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, and five of said lots being situate on Caroline Street and designated on said map of Crumpton as Nos. 92, 93, 94 and 96, each lot having a frontage of 29 feet and a depth of 120 feet.

PARCEL NUMBER FOUR

ALL that lot or parcel of land situate, lying and being in the southwestern part of the town of Crumpton, in the Seventh Election District of Queen Anne's County, State of Maryland, adjoining the lands of (or formerly of) Paul Harrison, Harry Robinson, Mary E. Tarbutton and others, and containing 5 acres of land, more or less.

TITLE REFERENCE

BEING the same four lots or parcels of land (described as Parcels Nos. 1, 2, 3, and 4) which were granted and conveyed unto the said Calvin H. Taylor and Effie Taylor, his wife, as tenants by the entireties, by G. Roland Harrison, et al., by deed bearing even date herewith and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage.

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 Calvin H. Taylor and Effie Taylor, his wife, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Anna C. Harrison and Edith P. Harrison, their executors, administrators or assigns, the aforesaid sum of Nine Hundred Dollars (\$900.00) when and as the same shall become due and payable as above set forth, and the 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 Calvin H. Taylor and Effie Taylor, his wife, or either of them, their or either of their heirs and assigns, shall possess said property.

AND the said Calvin H. Taylor and Effie Taylor his wife, for themselves, and each of them, 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 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 Anna C. Harrison and Edith P. Harrison, their executors, administrators or assigns, and to have the said policy or policies, so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagees, their executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in 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 Anna C. Harrison and Edith P. Harrison, their executors, administrators or assigns, or WILLIAM R. HORNEY, of Queen Anne's County, State of Maryland, 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 or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons 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 or purchasers, with security to be approved by the person or persons 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 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 moneys owing hereby or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Calvin H. Taylor and Effie Taylor, his wife, or the survivor of them, 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 Anna C. Harrison and Edith P. Harrison, their executors, administrators or assigns, or the said WILLIAM R. HORNEY, 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 Calvin H. Taylor and Effie Taylor, his wife, for themselves, and each of them, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay,

WITNESS the hand and seals of the said Mortgagors:

TEST: (as to Mortgagors)

J. WILBUR STAFFORD

CALVIN H. TAYLOR (SEAL)

EFFIE TAYLOR (SEAL)

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19 day of December, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Calvin H. Taylor and Effie Taylor, his wife, and each acknowledge the foregoing MORTGAGE to be their respective act;

AND at the same time, also before me, the subscriber, personally appeared Anna C. Harrison and Edith P. Harrison, the within named Mortgagees, and each made oath, in due form of law, that the consideration stated in the foregoing Mortgage is true and bona fide as therein set forth.

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.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby Certify that the foregoing is truly taken and copied from Liber W.H.C. No. 7-A; a Land Record Book for Queen Anne's County. folio 455.

In Testimony Whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County on this 25th day of October, in the year nineteen hundred and forty four.

Seals Place

A. SYDNEY GADD JR.
Clerk of Court.

EXHIBIT NO. 3
 Filed Nov 8, 1944.

CERTIFICATE OF ADMINISTRATION

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, Edward E. Coursey, 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 2nd day of June A.D, nineteen hundred and forty two, Letters of Administration of all and singular the goods, chattels, credits and personal estate of Effie Taylor late of Queen Anne's County, deceased, were granted and committed unto Reece A. Taylor, Jr. after he had entered into bond with approved security for the due performance thereof, according to law, and after he had taken the oath by law required of him.

Seals
 Place.

In Testimony Whereof, I, Edward E. Coursey, 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 25th day of October, nineteen hundred and forty-four.

EDWARD E. COURSEY
 Register of Wills for Queen Anne's County.

EXHIBIT No. 4.
 Filed Nov 8, 1944.

IN RE ESTATE OF EFFIE TAYLOR
 DECEASED

IN THE ORPHANS' COURT FOR
 QUEEN ANNE'S COUNTY

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

The First and Final Administration Account of Reese A. Taylor, Jr., Administrator of the Estate of Effie Taylor, late of Queen Anne's County, deceased.

This Accountant charges himself with the personal estate of his said decedent, as follows, to wit:

- 1. With the amount of the Inventory returned and filed in this Court of the personal property, on the 9th day of June 1942, to wit:\$225.25
 - 2. And with the amount of gain on sales of the personal property of said decedent, as follows, to wit : 91.75
- TOTAL AMOUNT OF ASSETS,\$317.00

And this Accountant craves allowance for the following payments and disbursements, to wit:

- 1. For cash paid to Phillips & Phillips for coal, per receipt, to wit:..... 61.00
- 2. For cash paid to the Centreville-Record-Observer, for publishing the Notice to Creditors, per receipt, to wit: 4.50
- 3. For cash paid Michael A. Nealey & Son, Inc., for the funeral expenses of the deceased, per receipt, to wit: 277.00
- 4. For cash paid E. B. Goldsborough, for printing hand bills, per receipt, to wit: 4.00
- 5. For cash paid J. Edgar Bryan, Treas. of Queen Anne's County, per receipt, to wit: (Taxes) 26.50
- 6. For cash paid The Caroline County Bank, W. J. Murphy note, per receipt, to wit: 16.50
- 7. For cash paid the Eastern Shore Gas Corp. per receipt, to wit: 1.74
- 8. For cash paid Dr. Alexander Smith, per receipt, to wit: 2.00
- 9. For cash paid Dr. John E. Robbins, per receipt, to wit 8.00
- 10. For cash paid H. Scott Starkey, auctioneer, per receipt, to wit: 5.00
- 11. For cash paid Elwood L. Brown, assessment on cemetery lot, per receipt, to wit: 2.00
- 12. For cash paid Edith P. Harrison, mortgage on Real Estate, per receipt, to wit: 27.00
- 13. For cash paid Sudlersville Supply Co., Per receipt, to wit:..... 21.12
- 14. For cash paid Maryland Light & Power Co., per receipt, to wit: 2.40
- 15. For cash to Sudlersville Bank of Maryland, not of Effie Taylor, per receipt, to wit: 19.00
- 16. For cash paid Edward E. Coursey, Register of Wills, for his costs and expenses incident to the Administration of this estate, per receipt, to wit: 31.00
- 17. And for commissions as Administrator retained by this Accountant on the total amount of the personal estate of the deceased, that is to say, 10% of \$317.00, commissions in the sum of31.70
 Less the State Tax of 1% on the sum of
 \$317.00, paid to the State of Maryland, per receipt, to wit: 3.17 3.17
 Leaving this net amount of commissions retained by this accountant, to wit:... 28.53

TOTAL AMOUNT OF DISBURSEMENTS AND ALLOWANCES,\$540.00

RECAPITULATION

Total amount of assets317.00
Total amount of disbursements.....540.46

Amount overpaid on the personal estate, by the administrator, due to the total sales being only \$317.00.....\$223.46

Real Estate in the amount of \$1800.00
Less Mortgage to Anna and Edith Harrison in the amount of 900.00
\$ 900.00
Less amount overpaid on the personal property of deceased by administrator in the amount of 223.46
Net amount of Equity in Real Estate left for Distribution \$ 676.54

and the
1% DIRECT INHERITANCE TAX DUE THEREON6.77
paid, by Check, March 6, 1943.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Accountant, Reese A. Taylor, Jr., Administrator of the Estate of Effie Taylor, deceased, hereby respectfully submits the foregoing FIRST AND FINAL ADMINISTRATION ACCOUNT of the personal estate of Effie Taylor, deceased.

Reese A. Taylor, Jr.
Reese A. Taylor, Jr. Administrator
of Effie Taylor, deceased.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, SCT:

This 6th day of March A.D., 1943 Then came Reese A. Taylor, Jr. Administrator of the estate of Effie Taylor late of Queen Anne's County, State of Maryland, deceased, and made oath in due form of law that the foregoing and within account of Administration is just and true as stated, and that he has bona fide paid or secured to be paid the several sums for which he therein claims an allowance.

Certified per

EDWARD E. COURSEY
Register of Wills for Queen Anne's County.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY, MARYLAND
9th day of March, A.D. 1943 The foregoing Account of Administration was duly examined and passed by the Court and hereby ordered to be recorded.

H.F. CALLAHAN

C. TILGHMAN BISHOP

HENRY C. BOWEN
Judges of the Orphans' Court for Queen Anne's
County.

Filed Nov 8, 1944.

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 First and Final Administration Account in the estate of Effie Taylor, late of Queen Anne's County, deceased as filed and passed in this office on March 9- 1943 and recorded in Liber N.S.D. No. 2 folio 237 in the Orphans' Court for Queen Anne's County, Maryland.

Seals
Place.

In testimony whereof I hereunto subscribe my name and affix the Seal of my office this 25th day of October 1944.

EDWARD E. COURSEY
Register of Wills for Queen Anne's County, Maryland

EXHIBIT 5
Filed Nov 8, 1944.

THIS CONTRACT OF SALE, made this 10th day of July, 1944, by and between Reese A. Taylor, adult, single-man, and Jane E. Taylor, infant, un-married, by Esther M. Taylor, her mother and next friend, of Wilmington, Delaware, parties of the first part, "Vendors", and Herbert Walls and Emma Walls, his wife, of Queen Anne's County, Maryland, parties of the second part, "Vendees".

WHEREAS, Effie Taylor departed this life on the 24th day of May, 1942, intestate, and seized and possessed of the following described real estate, to wit:

PARCEL No. 1.

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, Maryland, with a frontage on said Broad Street of 50 feet and a depth therefrom of 150 feet, adjoining the lands of or formerly of Amanda Stevens and Parcel #2 hereinafter

described; and

PARCEL No. 2.

All those lots or parcels of land, consisting of two (2) building lots, situate, lying and being on the west side of Broad Street, and the corner of 5th Street, in the Town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, each of said lots having a frontage of 29 feet and a depth of 120 feet and designated on the map or plat of said town of Crumpton as Nos. 82 and 83; and

PARCEL No. 3.

All those certain seven (7) lots or parcels of land situate, lying and being in the Town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, two of said 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 5th street and a depth of 150 feet, and five (5) of said lots being situate on Caroline street and designated on said map of Crumpton as Nos. 92, 93, 94, 95, and 96, each lot having a frontage of 29 feet and a depth of 120 feet; and

PARCEL No. 4.

All that lot or parcel of land situate, lying and being in the southwestern part of the town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, adjoining the lands of or formerly of Paul Harrison, Harry Robinson, Mary E. Tarbutton and others, and containing five (5) acres of land, more or less

being the same land which was granted unto Calvin H. Taylor and Effie Taylor, his wife, as tenants by the entireties, by G. Roland Harrison and Anna G. Harrison, his wife, and Anna C. Harrison and Edith P. Harrison, by deed dated December 13th, 1938, and recorded among the land records of Queen Anne's County in Liber W.H.C. No. 7-A, folio 453; etc.

SUBJECT, however to the lien and operation of the mortgage on said tract of land or farm from said Calvin H. Taylor, and Effie Taylor to Anna C. Harrison and Edith P. Harrison, tenants in common, dated December 13th, 1938, and recorded among the land records for Queen Anne's County in Liber W.H.C. No. 7-A, folio 455, etc., given to secure the sum of \$900.00, with interest from the 13th day of December, 1938, at 6% per annum, the term of said mortgage being for 1 year from December 15th, 1938; and

WHEREAS, the said Calvin H. Taylor, husband of the said Effie Taylor, departed this life sometime in the month of February, 1940, and the said Effie Taylor, as surviving spouse became solely vested of the real estate above described, of which she died intestate as aforesaid, leaving surviving her as her only heirs at law her two grandchildren, the said Reece A. Taylor, and the said Jane E. Taylor, children of Reece A. Taylor, Sr., a deceased son, who died on or about the 19th day of Nov. 1933; and

WHEREAS, the parties of the first part have agreed to sell said parcels of land above described unto the parties of the second part, at and for the sum of Eighteen Hundred Dollars (\$1800.00), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, THIS CONTRACT OF SALE WITNESSETH: That, for and in consideration of the said sum of Eighteen Hundred Dollars (\$1800.00), of which Six Hundred Dollars (\$600.00) have been paid upon the signing of this contract of sale, and the balance to be paid in the sum of Twelve Hundred Dollars (\$1200.00) upon the ratification of this contract of sale by the Chancery Court for Queen Anne's County and upon the release of the aforesaid mortgage, the said parties of the first part do hereby agree to sell, free and clear of any and all liens and encumbrances of whatsoever kind or nature unto said parties of the second part, and said parties of the second part do hereby agree to purchase, free and clear of any and all liens and encumbrances as aforesaid, all of those lots and parcels of land hereinbefore described, upon the following terms and conditions, that is to say:

Possession. The purchasers shall be given possession as of the 1st day of August, 1944.

Taxes. All State, County and town taxes for the current calendar year shall be divided and apportioned 7/12s to be paid by vendors and 5/12s to be paid by vendees.

Fire Insurance Premiums; shall be apportioned pro rata as of date of signing of this contract of sale.

No interest to be paid by vendees on any deferred payments or on any mortgage indebtedness on said property, but vendees are to pay rent for said premises, which they now occupy, to August 1st, 1944.

Chancery Proceedings. The proceedings in chancery to procure the ratification of the sale under this contract of sale by the Circuit Court for Queen Anne's County in Equity, shall be brought in the name of Reece A. Taylor against Jane E. Taylor, infant, and Herbert Walls and Emma Walls, his wife, and such other persons and bodies corporate as may be necessary to assure the purchasers a good and marketable fee simple title to said parcels of land above described, free and clear of all liens and encumbrances of whatsoever kind or nature.

No broker's commissions are involved in this transaction, as said sale has been made between the parties hereto personally.

Costs and expenses. All costs and expenses incident to 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 John Palmer Smith 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. All costs of transfer by deed of conveyance and documentary revenue stamps shall be borne by the vendees.

Receipt of Initial Payment. It is understood that said John Palmer Smith shall receive the initial payment of Six Hundred Dollars (\$600.00) and deposit the same to his credit as Trustee in the case of Taylor vs. Taylor in The Centreville National Bank of Maryland, subject to the future order of said Circuit Court for Queen Anne's County, in Equity.

Witness the hands and seals of the parties to this contract of sale executed in triplicate, the day and year first above written.

TEST:

<u>EMILY C. STADTER</u>	as to	<u>REECE A. TAYLOR</u> (SEAL) Reece A. Taylor
<u>EMILY C. STADTER</u>	as to	<u>ESTHER M. TAYLOR</u> (SEAL) Esther M. Taylor as the mother and next friend of Jane E. Taylor, infant. Jane E. Taylor.
<u>EMILY C. STADTER</u>	as to	by <u>ESTHER M. TAYLOR</u> (SEAL) Esther M. Taylor, mother and next friend.
		Vendors.
<u>ARTHUR S. HOCK</u>	as to	<u>HERBERT WALLS</u> (SEAL) Herbert Walls
<u>ARTHUR S. HOCK</u>	as to	<u>EMMA WALLS</u> (SEAL) Emma Walls
		Vendees.

Filed Nov 8, 1944.

ORDER OF PUBLICATION
Filed Nov 8, 1944.

ORDER OF PUBLICATION

REECE A. TAYLOR, individually, and as Administrator of the Personal Estate of Effie Taylor, deceased.	:	In the Circuit Court for
	:	Queen Anne's County
	:	In Equity.
vs.	:	
JANE E. TAYLOR, Infant, HERBERT WALL and EMMA WALLS, his wife, ANNA C. HARRISON and EDITH P. HARRISON.	:	Cause No. 3414.

The object of this suit is to secure a decree of the Court ratifying and confirming a contract of sale entered into between Reece A. Taylor and Esther M. Taylor, Mother and next friend of Jane E. Taylor, Infant, selling to Herbert Walls and Emma Walls, his wife, as tenants by the entireties, certain lots and real estate lying in Crumpton, Queen Anne's County, Maryland, which Effie Taylor, late of Queen Anne's County, deceased, died seized and possessed, and the appointment by the Court of a Trustee to carry out said decree.

The bill of complaint states that Effie Taylor died in May, 1942, seized of the said real estate, leaving surviving her as her heirs-at-law, Reece A. Taylor and Jane E. Taylor, infant, children of a deceased son; that Anna C. Harrison and Edith P. Harrison hold a mortgage of \$900.00 against said real estate; that Letters of the Administration were granted to Reece A. Taylor on the Personal Estate of Effie Taylor, deceased, that a first and final administration Account has been passed showing an overpayment of said personal estate of \$233.46 by the said Reece A. Taylor, that said overpayment is a lien against the equity of redemption in said real estate; That the purchase price under said contract of sale is \$1,800.00, of which \$600.00 has been paid; that on account of Jane E. Taylor being an infant that title can not be conveyed by her joining in deed; that the contract of sale provides for these proceedings in order to give title; that the real estate is not susceptible of division without loss or injury to the parties interested therein, that the contract price is a fair price and is as much as the real estate would bring at public sale, that it is to the interest and advantage of all parties interested that said contract of sale be ratified and confirmed and that a trustee be appointed to convey, collect purchase money and disburse same under order of Court; that Jane E. Taylor, one of the defendants, is an infant, non-resident of the State of Maryland, and resident of Wilmington, State of Delaware.

IT IS THEREUPON, this 8th day of November, 1944, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the Plaintiff by causing a copy of this Order to be inserted in some newspaper, printed and published in Queen Anne's County, once in each of four successive weeks before the 8th day of December, 1944, give notice

to the said Jane E. Taylor, Infant, defendant, a non-resident of the State of Maryland and resident of the State of Delaware of the object and substance of this bill, warning her to appear in this Court in person or solicitor on or before the 26th day of December, 1944 to who cause, if any she may have, why a decree should not be passed as prayed.

A. SYDNEY GADD JR.
Clerk of Court.

ADMISSION AND SERVICES
Filed Nov 9, 1944.

STATE OF DELAWARE, NEW CASTLE COUNTY, TO WIT:-

I, Helen A. Eisler, of the City of Wilmington, State of Delaware, address being 1903 Washington St, in said city, do hereby certify that I served the Order of Publication and process, being acertified copy of the Order of Publication attached hereto, by reading and delivering a copy of the Order of Publication to Jane E. Taylor, infant, and in addition to the service on said Jane E. Taylor, a copy of the said Order of Publication, duly certified by the Clerk of the Circuit Court for Queen Anne's County, Maryland, I left with Esther M. Taylor, the mother and only living parent of said Jane E. Taylor, infant, I further certify that I made such service as above set forth at the home of the said Infant, Jane E. Taylor, and her mother, Esther M. Taylor, at the address of 1901 Washington street, Wilmington, Delaware, on Wednesday, November 8th, 1944, at the hour of 9:15 P.M. E.W.T.

HELEN A. EISLER

We, Jane E. Taylor, infant, of the age of 19 years, and Esther M. Taylor, mother and parent of Jane E. Taylor, do hereby admit that service of the Order of Publication above mentioned was served on us by Helen A. Eisler, by his reading the same to Jane E. Taylor, infant, and by leaving a certified copy of said Order of Publication with Esther M. Taylor, mother of Jane E. Taylor, at 1901 Washington Street, Wilmington, Delaware, on November 8th, 1944, at the hour of 9:15 P.M.

Witness:-

JANE E. TAYLOR

FRANK J. CORRANO

ESTHER M. TAYLOR

STATE OF DELAWARE, NEW CASTLE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this Eighth day of November, 1944, before me, the Subscriber, a Notary Public of the State of Delaware, in and for New Castle County, duly commissioned and qualified, personally appeared Helen A. Eisler, address 1903 Washington St., Wilmington, Delaware, and personally known to me, who signed the foregoing and attached certificate of service in my presence of the Order of Publication on Jane E. Taylor, infant, and by leaving a copy there of with Esther M. Taylor, mother of said infant, and the said Helen A. Eisler made oath in due form of law that she served the within and attached copy of Order of Publication on the within named Jane E. Taylor, infant, by reading and delivering a copy of the Order of Publication to Jane E. Taylor, infant, and in addition to the service on said Jane E. Taylor, infant, by leaving a copy of the said Order of Publication with Esther M. Taylor, mother and only living parent of the said Jane E. Taylor, infant, at 1901 Washington St., Wilmington Delaware, on Wednesday, November 8th, 1944, at the hour of 9:15 o'clock P.M.E.W.T.

HELEN A. EISLER

FRANK J. CORRANO

Witness my hand and Notarial Seal.

FRANK J. CORRANO.
Notary Public
NOTARY PUBLIC

My Commission Expires Aug. 1, 1945

My commission expires: 8-1- 45

Filed Nov 9, 1944.

(Corporate Seals
Place)

Order of Publication attached, and same recorded in this liber on folio 253

PETITION FOR THE APPOINTMENT OF
A GUARDIAN AD LITEM, and ORDER OF
COURT THEREON.
Filed Nov 21st 1944.

REECE A. TAYLOR, Individually, and as
Administrator of the Personal Estate of
Effie Taylor, deceased,

vs.

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

JANE E. TAYLOR, Infant, :
 HERBERT WALLS and EMMA WALLS, :
 his wife, : Cause No. 3414.
 ANNA C. HARRISON and :
 EDITH P. HARRISON. :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Complainant by John Palmer Smith, his Solicitor, respectfully shows:

That Jane E. Taylor, Infant, one of the defendant in this cause, has been brought into Court as one of the defendant by proper process, to wit: by personal service of the Order of Publication secured against her and copy of same left with Esther Taylor, her mother, and only parent and natural guardian, as will fully appear by certificate of service filed herein, but being an infant she can not answer and defend this suit herself.

Your Petitioner therefore, prays Your Honors to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound etc.

JOHN PALMER SMITH
Solicitor for Complainant.

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

I hereby certify that on this 21st day of November, 1944, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Solicitor, for the Complainant, 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.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for Queen Anne's County.

Filed Nov 21st 1944.

ORDER OF COURT.

ORDERED, this 22nd day of November, nineteen hundred and forty four, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, upon the foregoing petition and affidavit, that Paul B. Smith be, and he is hereby appointed guardian ad litem to appear, answer and defend for Jane E. Taylor, Infant, in the above cause.

WM. R. HORNEY
Judge.

Filed November 22, 1944.

ANSWER OF PAUL B. SMITH, Guardian Ad Litem
Filed Nov 25, 1944.

REECE A. TAYLOR, Individually,
and as Administrator of the Personal
Estate of Effie Taylor, deceased,

vs.

JANE E. TAYLOR, Infant,
HERBERT WALLS AND EMMA WALLS,
HIS WIFE.
ANNA C. HARRISON and
EDITH P. HARRISON

:
: In the Circuit Court for
:
: Queen Anne's County,
:
: in Equity.
:
: Cause No. 3414.
:

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Jane E. Taylor, Infant, by Paul B. Smith, her guardian ad litem, duly appointed by Order of this Honorable Court, to the Bill of Complaint of Reece A. Taylor, Individually and as Administrator of the Personal Estate of Effie Taylor, deceased, against her in this Court exhibited, the defendant, being and 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.,

PAUL B. SMITH
Guardian ad Litem

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

I hereby Certify that on this 25th day of November, 1944, before

me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Paul B. Smith, Guardian Ad Litem for Jane E. Taylor, and made oath in due form of law that the matters and facts in the foregoing answer are true to the best of his knowledge and belief.

A. SYDNEY GADD JR.
Clerk of the Circuit Court for
Queen Anne's County.

Filed Nov 25, 1944.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed Nov 28, 1944

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Edith P. Harrison

Seals
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 December, next, to answer the complaint of Reece A. Taylor, individually, and as Administrator of the Personal Estate of Effie Taylor, deceased,

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

WITNESS, The Honorable Stephen R. Rollins Chief Judge of our said Court, the First Monday of November, 1944.
Issued the Eighth day of November 1944.

A. SYDNEY GADD JR. Clerk

John Palmer Smith

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.

A. SYDNEY GADD JR. Clerk.

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed 28, 1944.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Anna C. Harrison

Seals
Place.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMENDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of December next, to answer the complaint of Reece A. Taylor, individually, and as Administrator of the Personal Estate of Effie Taylor, deceased, against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of November 1944
Issued the Eighth day of November 1944.

A. SYDNEY GADD JR. Clerk

John Palmer Smith

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.

A. SYDNEY GADD JR. Clerk

ANSWER
Filed Dec 5, 1944.

REESE A. TAYLOR, ETC.,	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY,
JANE E. TAYLOR, INFANT,	:	IN EQUITY.
ET AL.,	:	CHANCERY NO. 3414.

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Herbert Walls and Emma Walls, his wife, both adults, to the Petition of the Complainant above named, against them in this Court exhibited:

THESE Defendants, both adults, admit the matters and facts set forth in said Petition and do each consent to the passage of such Decree or Order as may be passed in the premises; each defendant does hereby waive notice of the taking of testimony in this case and agree that depositions in said case be taken at any time by one of the Standing Examiners of this Court as each does not choose to appear to offer evidence in the premises; and each defendant does hereby submit the papers in this Cause for a Decree forthwith hereby waiving the time within which the evidence shall remain in Court prior to decree.

And as in duty bound, etc.

HERBERT WALLS
Herbert Walls

EMMA WALLS
Emma Walls

Filed Dec 5, 1944.

REPORT OF EXAMINERS AND DEPOSITIONS
Filed Jan 5, 1945.

Reece A. Taylor, individually, and as Admr. of the Personal Estate of Effie Taylor, dec'd.	:	In the Circuit Court for
VS.	:	Queen Anne's County,
Jane E. Taylor, Infant, et al.	:	in Equity.
	:	Cause No. 3414.

REPORT OF EXAMINER AND DEPOSITIONS.

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The Report of Richard T. Earle, one of the Standing Examiners of this Court, to your Honors, respectfully shows:

That the papers in this cause were sent over to the examiner for the purpose of proving the allegations in the Bill of Complaint. That John Palmer Smith the attorney for the complainant prepared questions and gave them to the examiner to propound and write their answers thereto, and that On Tuesday, the Second day of January, 1945, at his office in the town of Centreville, Md. there appears before him as a witness in said cause, Jesse G. Ryland, who first being sworn, deposed and stated to said questions propounded to him, the answers hereto set forth, and that on Wednesday at about 4:30 P.M. at his office in the town of Centreville, appeared before him Anna C. Harrison, who in answer to said questions so propounded to her did testify as hereinafter set forth.

RICHARD T. EARLE
One of the Standing Examiners.

- 1st. Q. State your name, age, residence and occupation?
A. Jesse G. Ryland, 54, live at Crumpton, Clerk in store of Roland Harrison.
- 2nd. Q. Did you know Effie Taylor? Is she living or dead, if dead, when did she die, did she leave any heirs-at-law, if so who are they, if you know?
A. Yes, she is dead, died about two years ago, she left two grand-children, children of a son named Reece Taylor, these two grand-children are named Reece A. Taylor and Jane E. Taylor, the girl is an infant, and are her only heirs.
- 3rd. Q. Do you know the parties to this cause, if so, how long have you known them?
A. I have known all the parties to this cause for some time.
- 4th. Q. Do you know if the said Effie Taylor left any real estate, if so, described it?
A. Yes, she left the real estate as described in said contract of sale, I am familiar with the same and was one of the appraisers in Orphans' Court.
- 5th. Q. I now hand you a contract of sale, is the price set forth in said contract of sale a fair and reasonable price or not?
A. Yes, I think the same is a fair and reasonable price for same.
- 6th. Q. There is resting against said real estate a mortgage in the sum \$900.00, with interest thereon from June 13th., 1944, in your opinion would it be to the interest and advantage of the parties to this cause to sell said real estate under the terms of said contract of sale or not, if so, state your reasons therefor.

A. I think that this property has depreciated very much since it has been in the possession of the Taylors, that it has not been a paying proposition with them and I think it would be the interest of all parties to sell under said contract of sale.

Examiner's Special.

A. No, I know of nothing further.

JESSE G. RYLAND

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

A. Anna C. Harrison, 53, years of age, reside in Crumton, Teach school in Sudlersville.

2nd. Q. Do you know the parties to this cause, if so, how long have you known them?

A. I know all the parties to this suit, have known Mr. & Mrs. Walls since they have rented the property in question.

3rd. Q. Did you know Effie Taylor, is she living or dead, if dead, when did she die, if she left any heirs-at-law, who are they, if you know?

A. Mrs. Taylor died between two and three years ago, following about a year the death of her husband, Calvin H. Taylor, she left as her only heirs at law, two grand children, Reece A. Taylor and Jane E. Taylor, infant, children of a dec'd son.

4th. Q. Did the said Effie Taylor leave any real estate, if so where is it located.

A. She left only the real estate described in the bill of complaint and contract of sale, I am very familiar with same, formerly Gilbert Brown property.

5th. Q. Do you know the value of the real estate left by the said Effie Taylor?

A. We sold the property to the Taylors in good condition for \$1,800.00, since which time it has gone back, I think that is a good price for same.

6th. Q. I now hand you a contract of sale, showing also a mortgage on said property, is the price for said real estate as set forth in said Contract of sale a fair price for said real estate or not?

A. I am familiar with the property, my sister and I having a purchase money mortgage on same for \$900.00 with interest at 6%, interest due thereon from June 13th, 1944. I believe that the price under said contract is a fair price for same.

7th. Q. If the real estate as described by you as the property of Effie Taylor, late of Queen Anne's County, deceased, has a mortgage resting against same in the sum of \$900.00, with interest from the 13th of June, 1944, would it be to the interest and advantage of the parties to this suit to sell said property under the contract of sale shown you, or not? if so, Why?

A. The main value of this property is as a home, since the owners do not live on said property, it is not a paying proposition, the land that is arable very little is being cultivated, the property is going back in value, I would consider it to the interest and advantage of the owners to sell under the contract.

EXaminer's Special.

A.

ANNA C. HARRISON

That your examiners is advised by John Palmer Smith, atty. for Complainant, that he desires to take no further testimony and that in view of the answers filed in this cause, has requested the examiner to file his report and deposition taken.

Jess_ D. Ryland, who waived fee and expenses

Anna C. Harrison, who waived fee and expenses

Richard T. Earle, Examiner\$8.00

Louis H. Perkins, Sheriff, summoning two witnesses 1.50

Respectfully submitted.

RICHARD T. EARLE
One of the Standing Examiners.

Filed Jan 5th, 1945.

D E C R E E
Filed Jan 19, 1945.

REECE A. TAYLOR, Individually and as Administrator of the Personal Estate of Effie Taylor, deceased,	:	In the Circuit Court for
	:	Queen Anne's County,
vs.	:	in Equity.
JANE E. TAYLOR, Infant, et al.	:	Cause No. 3414.

D E C R E E

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 19th day of January, 1945, 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 the real estate mentioned and described in these proceedings as having been sold under the contract of sale (Plaintiff's Exhibit No. 5) filed in this cause, to two of the defendants, Herbert Walls and Emma Walls, his wife, as tenants by the entireties, at and for the sum of EIGHTEEN HUNDRED DOLLARS (\$1,800.00), upon the terms set forth in said contract of sale, subject to the final ratification of sale by this Court, be sold to them for the purpose of partition of the proceeds of sale among the parties entitled thereto.

That John Palmer Smith of Queen Anne's County, State of Maryland, be and he is hereby appointed Trustee to carry out the terms of said contract and to make said sale, but before he shall proceed to act as such trustee he shall file with the Clerk of this Court a bond in the penalty of Two Thousand dollars, if corporate surety be given and in double that amount if personal sureties are given, such surety or sureties to be approved by said Clerk, that as soon as may be convenient thereafter 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, 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, clear and discharged of all claims of the parties to this cause, and of those claiming by, through or under them, or any of them.

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 proceedings and such commissions 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.

WM. R. HORNEY
Judge.

Filed Jan 19, 1945.

BOND
Filed Jan. 20, 1945.

Queen Anne's County, to wit: Be it remembered that on this Twentieth day of January in the year nineteen hundred and forty five, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, John Palmer Smith of Queen Anne's County, State of Maryland, as principal, and Glens Falls Indemnity 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 Two Thousand Dollars (\$2,000.00) 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, 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 20th day of January, 1945.

WHEREAS, the above bounden John Palmer Smith has been appointed by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 19th day of January, 1945, trustee to carry out the terms of the contract of sale of real estate mentioned and described in the cause in said Court entitled Reece A. Taylor, Individually, and as Administrator of the Personal Estate of Effie Taylor, dec'd., vs. Jane E. Taylor, Infant, et al., being cause No. 3414, on the Chancery Docket of said Court:

Now the condition of the above obligation is such that if the above bounden John Palmer Smith 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 presence
of

RICHARD T. EARLE

JOHN PALMER SMITH (SEAL)
John Palmer Smith

GLENS FALLS INDEMNITY COMPANY
Glens Falls Indemnity Company

By L. HERMAN MEREDITH
L. Herman Meredith,
Attorney in fact.

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

Bond filed and Security approved Jan 20th, 1945.

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 313 A Bond Record Book for Queen Anne's County.

Seals Place.

In Testimony Whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County on this 22nd day of January in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk of Court

REPORT OF SALE
Filed Jan 23, 1945.

Reece A. Taylor, et al. : In the Circuit Court for
vs . : Queen Anne's County,
Jane E. Taylor, et al. : in Equity . Cause No. 3414.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of sale of the real estate made in this cause by John Palmer Smith, the trustee appointed to make such sale and to carry out the terms of the contract of sale thereof, unto your Honors, respectfully shows:

1. That pursuant to the decree passed in this cause on the 19th day of January, 1945, your trustee filed in this cause a bond in the penalty of Two Thousand dollars (\$2,000.00), 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 on the 19th day of January, 1945, proceeded to carry out the terms of the contract for sale of and sold the tracts of land mentioned and described in these proceedings, as follows, to wit:

Parcel No. 1

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, Maryland, with a frontage on said Broad Street of 50 feet and a depth therefrom of 150 feet, adjoining the lands of or formerly of Amanda Stevens and Parcel No. 2 hereinafter described; and

Parcel No. 2.

All those lots or parcel of land, consisting of two (2) building lots, situate, lying and being on the west side of Broad Street, and the corner of 5th street, in the town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, each of said lots having a frontage of 29 feet and a depth of 120 feet and designated on the map or plat of said town of Crumpton as Nos. 82 and 83; and

Parcel No. 3.

All those certain seven (7) lots or parcels of land situate, lying and being in the town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, two of said 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 5th Street and a depth of 150 feet, and five (5) of said lots being situate on Caroline Street and designated on said map of Crumpton as Nos. 92, 93, 94, 95, and 96, each lot having a frontage of 29 feet and a depth of 120 feet; and

Parcel No. 4.

All that lot or parcel of land situate, lying and being in the southwestern part of the town of Crumpton, in the Seventh Election District of Queen Anne's County, Maryland, adjoining the lands of or formerly of Paul Harrison, Harry Robinson, Mary E. Tarbutton and others, and containing five (5) acres of land, more or less; Being the same land which was granted and conveyed unto Calvin H. Taylor and Effie Taylor, his wife, as tenants by the entireties, by G. Roland Harrison and Anna G. Harrison, his wife, and Anna C. Harrison and Edith P. Harrison, by deed dated December 13th., 1938. Unto Herbert Walls and Emma Walls, his wife, of Queen Anne's County aforesaid, as tenants by the entireties, at and for the sum of Eighteen Hundred Dollars (\$1,800.00), upon the terms and conditions set forth in the contract of sale mentioned in this cause, which said contract of sale is designated as Exhibit No. 5. and is filed herein.

3. That the said Herbert Walls and Emma Walls, his wife, had previously paid unto your trustee, under the terms of said contract of sale, the sum of Six Hundred Dollars (\$600.00) on account of the purchase price.

Respectfully submitted,

JOHN PALMER SMITH
Trustee.

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

I hereby certify that on this 23rd day of January, 1945, before me, the subscriber, The Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, the trustee in the above entitled 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 and bona fide as therein stated, and that said sale was fairly made.

A. SYDNEY GADD JR.
Clerk.

Filed Jan 23rd, 1945.

CERTIFICATE OF PUBLICATION
NISI SALE
Filed Mar 21, 1945.

N I S I

Reece A. Taylor, Individually, et al.

vs.

Jane E. Taylor, infant, et al.

In the Circuit Court for

Queen Anne's County

in Equity.

Chancery No. 3414.

ORDERED, This 23rd day of January A.D., 1945, that the sale of Real Estate made and reported in this cause by John Palmer Smith, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of March 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 26th day of February next.

The Report states the amount of sales to be \$1,800.00.

A. SYDNEY GADD, JR.
Clerk.

Filed Jan 23, 1945.

True Copy
Test: A. SYDNEY GADD JR. Clerk

QUEEN ANNE'S RECORD- OBSERVER

Centreville, Md. March 20th. 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case/ estate of Reece A. Taylor, et al. vs. Jane E. Taylor, Infant, et al. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 26th day of February 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD- OBSERVER was on the 25th day of January 1945, and the last insertion on the 15th day of February 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By JOHN H. PRICE

Filed Mar 21st 1945.

FINAL ORDER OF RATIFICATION
Filed Mar 29th 1945.

FINAL ORDER OF RATIFICATION

ORDERED, This 29th day of March, 1945, by the Circuit Court for Queen Anne's County, in Equity, that no cause to the contrary having been shown, the sale of the Real Estate heretofore made and reported by John Palmer Smith, Trustee, in this Cause, on January 23rd, 1945, be and the same is hereby FINALLY RATIFIED AND CONFIRMED.

And it is further Ordered that the papers in this Cause are hereby referred to the Auditor.

WM. R. HORNEY
Judge.

Filed Mar 29th 1945.

A U D I T
Filed May 22nd 1945.

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

Reece A. Taylor,	:	Chancery Docket ,
	:	
versus	:	
	:	Cause No. 3414.
Jane E. Taylor, et al.	:	

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 or audit at the request and by the direction of John Palmer Smith, the trustee making the sale of this cause.

In the within account said trustee is charged with the amount of the gross sale made by him and he is thereout allowed as follows:

His compensation for making the sale, court costs of the suit, the cost of his bond as trustee, the cost of advertising the several orders nisi of the cause, the amount of state and county taxes on land sold paid by him under the terms of the sale, the cost of recording the release of the mortgage mentioned below and the expenses incurred by him on a trip to Wilmington to serve by personal service the order of publication of the cause instead of advertising said order and the fee of the auditor.

The trustee is then allowed the amount stated by him to have been paid by him to Anne C. Harrison and Edith P. Harrison under a mortgage due to them by Effie Taylor as set forth in paragraph 2 of the bill of complaint. A certified copy of this mortgage was filed with the bill of complaint marked Exhibit No. 2.

The auditor calls the attention of the court to the fact that the trustee has not exhibited to the auditor a receipt showing the payment made by him to said Mortgagees and to the fact that the claim of the Mortgagees is not verified by claim filed under affidavit. One of the Mortgagees, however, in the testimony given by her states the amount due under the mortgage. See testimony filed by examiner.

The auditor has allowed Reese A. Taylor, plaintiff named in the bill of complaint the amount of an over payment of the personal estate of Effie Taylor made by him as Administrator of said personal estate, which over-payment includes the inheritance tax due by the heirs at law of Effie Taylor on the net value of the land inherited by the plaintiff and the infant defendant from Effie Taylor as her heirs at law. A certified copy of the administration account showing these payments marked Exhibit No. 4 was filed with the bill of complaint.

The auditor calls the attention of the court to the fact that this copy of the administration account mentioned is not verified by affidavit of the claimant and to the fact that no proof has been taken of the claim of Reese A. Taylor of his claim and that the same is not mentioned in the testimony returned.

Which is respectfully submitted,

MADISON BROWN
AUDITOR

May 21, 1945.

CAUSE NUMBER 3414.

The proceeds of the sale of the real estate of Reese A. Taylor as co-owner and of Jane E. Taylor as the other co-owner, plaintiff and defendant respectively of this cause IN ACCOUNT WITH John Palmer Smith as the trustee appointed by the decree passed in this cause to sell said real estate for purposes of partition between said parties.

CR.

1945.

Jan

19	By amount of said sale made as of this date per report of said trustee filed herein, to wit: the sum of	\$1,800.00
----	---	------------

DR.

" To John Palmer Smith, trustee for his compensation for making said sale in lieu of the regular trustee's commissions, per the instructions of said trustee, to wit: the sum of\$50.00

To the same trustee for the court costs of this cause, per clerk's bill of costs, exhibited as follows:

the costs of said clerk.	\$57.95
costs of R.T. Earle, Examiner,	8.00
costs of the sheriff,	3.00
fee of guardian ad litem	4.00
appearance fee of J.P. Smith,	10.00
<u>total of these costs.,</u>	<u>\$82.95</u>

\$ 82.95

To the same trustee for the costs of advertising the order nisi on sale, paid per receipted account for same exhibited, the sum of\$5.00

To the same trustee for the costs of his bond filed herein paid the corporate surety on the bond, per receipted account for same exhibited, to wit: the sum of\$ 20.00.

To the same trustee for amount of state and county taxes on land sold, paid by him for year 1944 under the terms of the sale made by him, per receipted tax statement exhibited, to wit: the sum of\$ 16.59

To the same trustee for costs of advertising the order nisi to be passed as to this audit, the sum of\$ 3.50

To the same trustee for cost of recording release of Harrison mortgage, the sum of \$.75
 and for cost of his expenses to make personal service of order of publication, the sum of 10.00
 total of these costs, \$10.75 \$10.75

Amounts carried forward, \$188.79 \$1,800.00

CAUSE NUMBER 3414. DR. CR .

Amounts brought forward, to wit: \$188.79 \$1,800.00

To Madison Brown, auditor, for stating this account, the sum of 9.00
 \$197.79

To balance carried below, the sum of 1602.21
 \$ 1800.00 \$ 1,800.00

CR.

By balance brought from above, the sum of \$ 1,062.21

DR.

To Anna C. Harrison and Edith P. Harrison, Mortgagees, use of John Palmer Smith, trustee, for amount of debt due to said Mortgagees, principal and interest under mortgage given them by Effie Taylor as set forth in bill of complaint, this mortgage being represented by certified copy filed with the bill marked Exhibit No. 2, principal, \$900.00, interest, \$43.00, total allowance.\$ 943.00

To Reese A. Taylor, plaintiff, as the administrator of the estate of Effie Taylor, for amount of over-payment by him of her personal estate, per bill of complaint, .. \$223.46
 for amount of inheritance tax due by her heirs and paid by him,\$ 6.77
 total amount of this allowance, 230.23 \$ 230.23

To balance carried below 428.98
 \$1602.21 1,602.21

CR.

By balance brought down, \$ 428.98

DR.

To Reese A. Taylor, adult, the sum of \$214.49
 To Jane E. Taylor, Infnat, the sum of 214.49
 \$ 428.98 \$ 428.98

MADISON BROWN
 AUDITOR.

May 21, 1945.

Filed May 22nd 1945.

NISI AUDIT
Filed May 22, 1945

NISI RATIFICATION OF AUDIT

Reece A. Taylor, Individually and as Administrator of the Personal Estate of Effie Taylor, deceased.	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY,
vs.	:	IN EQUITY.
Jane E. Taylor, Infant, Herbert Walls and Emma Walls Anna C. Harrison and Edith P. Harrison	:	Cause No. 3414.

ORDERED, This 22nd day of May in the year nineteen hundred and 45 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 June, 1945, provided a copy of this order be published once a week in each of two successive weeks before the 8th day of June, 1945, in some newspaper printed and published in Queen Anne's County.

Filed May 22nd, 1945. A. Sydney Gadd Jr. Clerk

CERTIFICATE AS TO PUBLICATION
OF NISI AUDIT
Filed June 19th 1945.

NISI RATIFICATION OF AUDIT

Reece A. Taylor, Individually and as Administrator of the Personal Estate of Effie Taylor, deceased	:	In the Circuit Court for
	:	Queen Anne's County
vs.	:	in Equity.
Jane E. Taylor, Infant Herbert Walls and Emma Walls Anna C. Harrison and Edith P. Harrison	:	Cause No. 3414.

ORDERED, This 22nd day of May in the year nineteen hundred and 45 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 June, 1945; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of June, 1945, in some newspaper printed and published in Queen Anne's County.

Filed May 22nd 1945. A. SYDNEY GADD JR. Clerk

True Copy
Test: A. SYDNEY GADD JR. Clerk.

QUEEN ANNE'S RECORD- OBSERVER

Centreville, Md. June 19 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of Reece A. Taylor, adm, vs. Jane E. Taylor, Infant, et al. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 15 day of June, 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24 day of May 1945, and the last insertion on the 31 day of May 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By GLENN T. JAMES

ORDER OF COURT
RATIFYING AUDIT
Filed June 19th 1945.

Reese A. Taylor,	:	In the Circuit Court for
vs.	:	Queen Anne's County
Jane E. Taylor, et al.	:	in Equity. Cause No. 3414.

ORDERED this 19th day of June, 1945, by the Circuit Court for Queen Anne's County, in Equity, that the Audit filed in this cause by Madison Brown, Auditor, be and the same is hereby finally ratified and confirmed, not cause to the contrary having been shown, although notice appears to have been given as shown by the certificate of publication of Nisi to said audit; the trustee is directed to make distribution in accordance with said audit, with any interest, if collected, to be distributed prorata.

WM. R. HORNEY
Judge.

Filed June 19th 1945.

C A U S E N U M B E R 3439

QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on this Fifteenth day of June, in the year nineteen hundred and forty five, the following Bill of Complaint was brought to be recorded, to wit:

VERA DAMON GADD, Guardian to	:	In the Circuit Court for
Luther Damon Gadd, infant,	:	
WILLIAM C. PHILLIPS and	:	Queen Anne's County
ELIZABETH B. PHILLIPS, his wife,	:	
Plaintiffs,	:	in Equity.
	:	
vs.	:	
	:	Cause No. 3439.
LUTHER DAMON GADD, infant,	:	
Defendant.	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining, say:

1. That your oratrix, Vera Damon Gadd is the mother, sole surviving parent and natural guardian of Luther Damon Gadd, infant, no legal guardian having ever been appointed as guardian to said infant by any court.
2. That the said infant is seized and possessed in fee simple, of the entire estate in a certain part of a farm or parcel of land, known as "Lindenhurst", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, bordering on the northerly section of the Town of Sudlersville and bordering on the westerly side of the Sudlersville Millington State Road, containing 2.192 acres of land, more or less, and more particularly described in the Contract of Sale hereinafter referred to and filed herewith as Exhibit B", and being apart of the tract of land which was granted and conveyed unto Luther Damon Gadd by W. Walter Morgan and Nan P. Morgan, his wife, and Luther L. Gadd and Vera Damon Gadd, his wife, by deed bearing date the 31st day of December, 1934, and recorded in Liber B.H.T. No. 18, folio 586, 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 A".
3. That said lot or parcel of land is now producing a very small income, and the dwelling, being in a poor state of repair, requires a large out lay of money for repairs 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 infant to sell this real estate and invest the proceeds thereof in some productive fund for his benefit.
5. That said natural guardian, deeming it to be to the interest and advantage of said infant, entered into a contract of sale, for and in behalf of said infant, agreeing to sell said part of a farm or parcel of land unto your orators, William C. Phillips and Elizabeth B. Phillips, 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 Five Thousand Five Hundred Dollars (\$5,500.00), the terms of said sale being fully set forth in a written contract of Sale thereof, which was executed on the 8th day of November, 1944, in triplicate, one of the originals thereof being filed herewith, as a part hereof, and is marked "Exhibit B".
6. That the said Vera Damon Gadd is an adult and resides in Queen Anne's County aforesaid.
7. That the said William C. Phillips and Elizabeth B. Phillips, his wife, are adults and reside in Queen Anne's County aforesaid.
8. That the said Luther Damon Gadd is an infant under the age of twenty-one years, and though now serving in the Armed Forces of the United States, resides, when on furlough therefrom, with his mother, the said Vera Damon Gadd, in Queen Anne's County aforesaid, and has as his permanent residence the said Queen Anne's County.

TO THE END THEREFORE:

- (1) That said part of a farm or parcel of land may be sold, and the proceeds thereof re-invested in some productive fund for the benefit of said infant.
- (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 real estate unto the said William C. Phillips and Elizabeth B. Phillips, 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 free, clear and discharged of the rights, of all the parties to this Bill of Complaint and said Contract of Sale.
- (4) That the 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 Luther Damon Gadd, infant, 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 conform to such decree as may be passed therein.

And as in duty bound, et c. ,

VERA DAMON GADD
Guardian of Luther Damon Gadd, infant

WME. C. PHILLIPS

ELIZABETH B. PHILLIPS
Plaintiffs.

EXHIBIT A
CERTIFIED COPY OF DEED
Filed June 15th 1945.

#16,925 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Seventeenth 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 31st day of December, in the year nineteen hundred and thirty four between W. Walter Morgan and Nan P. Morgan, his wife, of Queen Anne's County, State of Maryland, parties of the first part, Luther L. Gadd and Vera Damon Gadd, his wife, of the same place, parties of the second part, and Luther Damon Gadd, son of the parties of the second part and of the same place, party of the third part.

WITNESSETH: That the said W. Walter Morgan and Nan P. Morgan, his wife, and the said Luther L. Gadd and Vera Damon Gadd, his wife, for and in consideration of the sum of five dollars and of divers other good and valuable considerations, them thereunto moving, the receipts of which are hereby acknowledged, do hereby grant and convey unto the said Luther Damon Gadd, his heirs and assigns in fee simple,

ALL that farm or tract of land known as "The Home Farm of the late Dr. William J. Sudler, called "Sledmore" or Lindenhurst", or by whatsoever other name the same may be called or known, situate, lying and being in the First Election District of Queen Anne's County, Maryland, on the west side of the public road leading from Sudlersville to Millington and adjoining the town of Sudlersville, and contained within the following metes and bounds, courses and distances, to wit: Beginning at a stone at the northwest corner of the said farm or tract of land on said road where the division line between same and the land formerly owned by John S. Elliott ends, and running thence with the said road South 10 degrees East, 91 7/20 perches; thence South 88 degrees West, 249 perches; thence North 13 degrees West, 52 7/20 perches; thence North 79 degrees East, 190 perches; thence North 78 degrees East, 57 perches to beginning aforesaid, containing 109 acres, 2 roods and 6 perches of land, more or less. Being same land which was conveyed to W. Walter Morgan and Luther L. Gadd by Anor Gooden Joslin and others by deed dated August 8, 1921, and recorded in Liber J.F.R. No. 8, folio 466.

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

AND the said W. Walter Morgan and Luther L. Gadd covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF the parties of the first and second parts have hereunto subscribed their names and affixed their seals the day and year above written.

Test: As to W. W. Morgan
and wife.

J. WILBUR STAFFORD

TEST: as to L. L. Gadd
and wife.

FRANCES BUTLER

W. WALTER MORGAN (SEAL)

NAN PEIRCE MORGAN (SEAL)

LUTHER L. GADD (SEAL)

VERA DAMON GADD (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby Certify that on this 31st day of December in the year nineteen hundred and thirty four, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared W. Walter Morgan and Nan P. Morgan, parties of the first part, and they did each acknowledge the foregoing deed to be their respective act.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year first above written.

J. WILBUR STAFFORD
Notary Public

Notary
Public
Seal.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 11th 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 Luther L. Gadd and Vera Damon Gadd, his wife, parties of the second part, and they did each acknowledge the foregoing deed to be their respective act.

IN WITNESS WHEREOF I have and hereunto subscribed name and affixed my seal Notarial the day and year first above written.

FRANCES BUTLER
Notary Public

Notary
Public
Seal.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Thereby Certify that the foregoing is truly taken and copied from Liber B.H.T. No. 18, folio 586 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 on this 8th day of June in the year nineteen hundred and forty five.

Seals
Place.

A. SYDNEY GADD JR.
Clerk of Circuit Court.

EXHIBIT "B"
CONTRACT OF SALE
Filed June 15, 1945.

THIS CONTRACT OF SALE, made this 8th day of November, 1944, by and between Luther Damon Gadd, infant, by Vera Damon Gadd, his mother and natural guardian, of Queen Anne's County, State of Maryland, party of the first part, hereinafter called "Seller", and William C. Phillips and Elizabeth B. Phillips, his wife, of Queen Anne's County, State of Maryland, parties of the second part, hereinafter called "Purchasers";

WHEREAS, the said Luther Damon Gadd, infant, is seized and possessed in fee simple, among other real estate, the lot or parcel of land hereinafter fully described;

AND WHEREAS, the said lot or parcel of land is now producing a very small 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 proper state of repair to be rented to and advantage.

AND WHEREAS, it is deemed by said Vera Damon Gadd, guardian as aforesaid, to be for the benefit and advantage of said infant to sell said real estate, and to invest the proceeds thereof in some productive fund for his benefit;

AND WHEREAS, the said Guardian, so as aforesaid deeming it to be for the benefit and advantage of said infant to sell the said real estate, has agreed to sell unto the said William C. Phillips and Elizabeth B. Phillips, his wife, as tenants by the entireties, at and for the sum of Five Thousand Five Hundred Dollars (\$5,500.00), upon the terms and conditions hereinafter set forth, all that lot or parcel of land described as follows, to wit:

ALL that part of a farm or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland. Bordering on the Northerly section of the Town of Sudlersville and lying and bordering on the Westerly side of the Sudlersville-Millington State Road and known as "Lindenhurst", and more particularly described by metes and bounds, courses and distances, according to survey made by J.B. Metcalfe, Surveyor, as follows, to wit: BEGINNING for the same at a post set on the Westerly side of the said State Road (width fifty feet) on a new division line to be established for one hundred and fifty feet (150.0') more or less to the Northeasterly corner of the Public School lot and running:

- (1) Thence by and with said division line and the lands of said Public School N 86 degrees 29 minutes West, 263.00 feet to a point,
- (2) Thence by and with another new division line N 03 degrees 30 minutes West, 344.70 feet to a point (This line is established so as to take in all of the building (a garage) that lies along the Easterly side of this line)
- (3) Thence continuing with a new division line N 87 degrees 20 minutes East, 268.30 feet to a point on the Westerly side of said State Road,
- (4) Thence by and with the Westerly side of said State Road S 02 degrees 58 minutes East, 374.30 feet to the point of beginning; containing 2.192 acres of land, more or less; being a part of the tract of land which was granted and conveyed unto Luther Damon Gadd by W. Walter Morgan and Nan P. Morgan, his wife, and Luther L. Gadd and Vera Damon Gadd, his wife, by deed bearing

date the 31st day of December, 1934, and recorded in Liber B.H.T. No. 18, folio 586, 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.

NOW, THEREFORE, in consideration of the sum of Five Thousand Five Hundred Dollars (\$5,500.00) to be paid as hereinafter set forth, the said Vera Damon Gadd, guardian as aforesaid, for and in behalf of the said Luther Damon Gadd, infant, does hereby agree to sell unto the said William C. Phillips and Elizabeth B. Phillips, his wife, as tenants by the entireties, and the said William C. Phillips and Elizabeth B. Phillips, his wife, do hereby agree to purchase from said infant, 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.

AND that the terms of said sale are as follows, to wit:

1. PAYMENT OF PURCHASE MONEY. The purchase money shall be paid as follows, that is to say: the sum of Two Thousand Dollars (\$2,000.00) to be paid by check upon the execution and delivery of this Contract of Sale, the receipt of which is hereby acknowledged by said Seller; and the balance of Three Thousand Five Hundred Dollars (\$3,500.00), to be paid in cash, or by certified check, upon final ratification of the said (under this Contract of Sale) by the said Circuit Court for Queen Anne's County, in Equity, and the passing of deed.

2. POSSESSION. Possession of said property shall be given to the Purchasers on the date of execution of this Contract of Sale, subject to the tenancy of James Dulin, which said tenancy is that of a month to month tenant.

3. TAXES. All State, County and School taxes shall be adjusted as of the date of execution of this Contract of Sale.

4. INSURANCE. The Seller agrees to continue, pending final settlement under this Contract, such fire insurance policies covering the building on the aforesaid real estate as are now in force thereon, and further agree, pending said final settlement, to cause to be attached to said policies a Loss Payable Clause in favor of the Purchasers as their interest may appear; and it is further agreed that the Purchasers shall have the right, at their own cost and expense, to place such additional insurance on said buildings as they may desire in order to protect themselves as Purchasers. All premiums for fire insurance covering the buildings on said real estate shall be adjusted as of the date of execution of this Contract of Sale.

5. TITLE. The Purchasers shall have the right, at their own cost and expense, to have the title to the aforesaid tract of land examined and/or guaranteed, and it is hereby covenanted and agreed by the Seller that there shall be conveyed unto the Purchasers as tenants by the entireties, and/or to such person, or persons, as they may designate, a good and merchantable title to the aforesaid tract of land, free, clear and discharged of any and all liens and encumbrances by a good and sufficient fee-simple deed containing the usual covenants and warranties (special but not general), which said deed shall be executed and acknowledged agreeably to law, the delivery of said deed to be made upon full payment of the purchase money and at the time of final settlement as herein provided for.

It is understood and agreed that the Purchasers shall, in addition to the expense of such title examination and guarantee as hereinbefore set forth, pay for the preparation of said deed, and the necessary revenue and recordation stamps to be affixed to said deed as well as all recording costs and charges incident thereto, and pay for the Preparation of this Contract of Sale and the cost of a survey and plat of the aforesaid tract of land.

The Chancery proceeding to procure ratification of this sale by said Circuit Court for Queen Anne's County, in Equity shall be brought in the name of VERA Damon Gadd, Guardian of Luther Damon Gadd, infant, and William C. Phillips and Elizabeth B. Phillips, his wife, as plaintiffs, against Luther Damon Gadd, infant, as 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, shall be borne by the vendor and shall be deducted from the proceeds of sale.

In the event that the Seller shall, be unable to deliver a good and merchantable, fee-simple title to the aforesaid tract of land unto the Purchasers or should this sale not be ratified by the Circuit Court of Queen Anne's County, in Equity, then and in either event the Seller agrees to return to said Purchasers any and all moneys paid hereunder and this Contract of Sale shall become null and void.

SHOULD the Seller tender to the Purchasers a conveyance in proper form of a good and merchantable title to the aforesaid real estate as herein provided for, and the sale has been ratified by the Circuit Court for Queen Anne's County, in Equity, and the Purchasers fail to make payment of the balance of the purchase money as herein provided, then the aforesaid down-payment of Two Thousand Dollars (\$2,000.00) as an initial deposit under this Contract, shall be retained by the Seller as liquidated damages.

6. COMMISSIONS. It is understood and agreed that this sale was brought about by J. Wilbur Stafford, Broker, and that the Seller is to pay him a commission of 5% or the sum of Two Hundred and Seventy Five Dollars (\$275.00) for his services.

7. MISCELLANEOUS. It is understood that William McK. Gibson, of Queen Anne's County aforesaid, shall receive the initial payment of Two Thousand Dollars (\$2,000.00) and deposit the same to his credit as trustee in the case of

"Gadd vs. Gadd", 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 triplicate, the day and year first above written:

TEST: (as to Seller)

WILLIAM MCK. GIBSON

Luther Damon Gadd

By VERA DAMON GADD (SEAL)
His mother and natural
guardian.
Seller

TEST: (as to Purchasers)

J. WILBUR STAFFORD

WM C. PHILLIPS (SEAL)

ELIZABETH B. PHILLIPS(SEAL)
Purchasers.

.....
SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER
Filed June 29th 1945.

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seals Luther Damon Gadd
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 July next, to answer the complaint of Vera Damon Gadd, guardian et al against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the first Monday of June 1945.
Issued the fifteenth day of June, 1945 .

Gibson ,Butler & Wood

Solicitor for Complainants.

A. SYDNEY GADD-JR. Clerk

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 July next, being the Return Day.

A. SYDNEY GADD JR. Clerk

And on the back of the foregoing is endorsed, to wit:

Served by reading the within writ to Luther Damon Gadd, infant, Defendant named therein, and copy left with his mother and natural guardian, Vera Damon Gadd, this 29th day of June, 1945.

LOUIS B. PERKINS
Sheriff.

Filed June 29th 1945.

Petition
Filed June 29th. 1945.

VERA DAMON GADD, Guardian to
Luther Damon Gadd, infant,
WILLIAM C. PHILLIPS and
ELIZABETH B. PHILLIPS, his wife,
Plaintiffs,

vs.

LUTHER DAMON GADD, infant,
Defendant.

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

Cause No. 3439

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Vera Damon Gadd, natural guardian to Luther Damon Gadd, infant, and of William C. Phillips and Elizabeth B. Phillips, 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 Defendant to said Bill of Complaint, to wit: Luther Damon Gadd, is an infant under the age of twenty-one years.

2. That the writ of subpoena heretofore issued in this cause against the said Luther Damon Gadd, infant, has been duly served according to law upon the said infant as will appear from the returns of the Sheriff of Queen Anne's County endorsed on the said writ of subpoena and filed in this cause on the 29th day of June, 1945.

3. That your Petitioners are advised that because of the infancy of the said Luther Damon Gadd it is necessary that a Guardian Ad Litem be appointed by this Honorable Court, to answer and defend this suit for the said infant.

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 Luther Damon Gadd, infant, with instructions to said Guardian Ad Litem to answer and defend the said suit for said infant.

Respectfully submitted,

GIBSON, BUTLER AND WOOD
By HOWARD WOOD, 3rd.
Solicitors for Petitioners.

Filed June 29th, 1945.

ORDER OF COURT
Filed June 30th, 1945.

Upon the foregoing Petition, IT IS ORDERED, this 30th day of June, 1945, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that Caroline T. Wilson of Queen Anne's County, State of Maryland, be and she is hereby appointed Guardian Ad Litem of Luther Damon Gadd, infant, with instructions to her to answer and defend the suit instituted against the said infant by the Bill of Complaint filed in the above entitled cause.

Wm. R. HORNEY
Judge

LETTER
Filed July 3rd, 1945.

Centreville, Maryland.
June 30, 1945.

Miss Caroline T. Wilson,
Queenstown,
Maryland.

Dear Miss Wilson:

I am informed that you have been appointed as my Guardian Ad Litem to answer in my behalf to the Bill of Complaint filed against me in the Circuit Court for Queen Anne's County in Equity by Vera Damon Gadd, my mother and natural guardian, and by Mr. & Mrs. William C. Phillips.

This letter is intended to inform you that I am in the military service of the United States, and am under the age of twenty-one years; but the sale of real estate prayed by the above-mentioned Bill of Complaint is sought with my full knowledge and consent; that I believe the purchase price is as much or more than this property would bring at public sale, and that I believe it is to my interest and advantage to sell under the contract which these proceedings are brought to confirm; and that I do not desire the appointment of an attorney in my behalf, nor do I desire the Plaintiffs to this Bill of Complaint to file any affidavit regarding my status as a member of the armed forces. I ask you, therefore, to submit my rights to the protection of this Court.

Very sincerely yours,

LUTHER DAMON GADD

ANSWER
Filed July 3rd, 1945.

VERA DAMON GADD, Guardian to
Luther Damon Gadd, infant,
WILLIAM C. PHILLIPS and
ELIZABETH B. PHILLIPS, his wife,
Plaintiffs,

vs.

LUTHER DAMON GADD, infant,
Defendant

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

Cause No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Luther Damon Gadd, infant under the age of twenty-one years, by Caroline T. Wilson, his Guardian ad Litem, to the Bill of Complaint of Vera Damon Gadd, Guardian to Luther Damon Gadd, infant, and William C. Phillips and Elizabeth B. Phillips, his wife, exhibited against him in the above entitled cause, says:

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

CAROLINE T. WILSON
Guardian ad Litem.

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

I HEREBY CERTIFY that on this 2nd day of July, 1945, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Caroline T. Wilson, the above named Guardian ad Litem for Luther Damon Gadd, 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.

A. SYDNEY GADD JR.
Clerk of the Circuit Court.

TESTIMONY
Filed July 11th, 1945.

VERA DAMON GADD, Guardian to
Luther Damon Gadd, infant
WILLIAM C. PHILLIPS and
ELIZABETH B. PHILLIPS, his wife,

vs

LUTHER DAMON GADD.

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

Cause No. 3439.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

One of the solicitors for the Plaintiffs, Howard Wood, 3rd, 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 10th day of July, 1945, in the law office of GIBSON, BUTLER and WOOD, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 2:00 o'clock P.M., there being present Howard Wood, 3rd, one of the solicitors for the Plaintiffs, Vera Damon Gadd, one of the Plaintiffs, J. Olin Pippin, Herbert A. Willis and Caroline T. Wilson, Guardian Ad Litem for Luther Damon Gadd, infant, and proceeded to take the following testimony, to wit:

Vera Damon Gadd, the first witness of lawful age, produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Wood:

- Q. 1. State your name, age, residence and occupation.
A. Vera Damon Gadd, I am over 21 years; Centreville, Maryland; I have no occupation.
- Q. 2. Are you one of the Plaintiffs in this case?
A. I am.
- Q. 3. Do you know all the parties to this suit?
A. Yes, I do. William C. Phillips and Elizabeth B. Phillips, his wife, and myself as Guardian, are the Plaintiffs, and my son, Luther Damon Gadd, is the Defendant.
- Q. 4. What is the age of Luther Damon Gadd, your son, and when is his birthday?
A. 19, May 4, 1926.
- Q. 5. What legal relation do you bear to Luther Damon Gadd?
A. I am his mother and only surviving parent. No legal guardian was ever appointed by any court as guardian to my son.
- Q. 6. State whether or not the said infant owns any real estate?
A. Yes, he does. A farm called "Lindenhurst", situate on the west side of the public road leading from Sudlersville to Millington and adjoining the town of Sudlersville, containing 109 acres of land.
- Q. 7. How did he acquire title to it?
A. By Deed from W. Walter Morgan and Nan P. Morgan, his wife, and from my husband,

Luther L. Gadd and myself, bearing date the 17th day of January, 1935, and recorded in Liber B.H.T. No. 18, folio 586, a Land Record Book for Queen Anne's County, Maryland.

Q. 8. Mrs. Gadd, 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 the Deed of which I have just testified. (Note: at this point the abovementioned paper was offered in evidence, and was marked by your examiner "Examiner's Exhibit A")

Q. 9. Mrs. Gadd, I hand you a paper marked "Exhibit B". Will you please look at it and state what it is?

A. This is the original of the Contract of Sale between myself as mother and natural guardian to my son, Luther Damon Gadd, and William C. Phillips and Elizabeth B. Phillips, his wife, for the sale of the dwelling house at Lindenhurst and 2.192 acres of land surrounding the house to them, at and for the sum of Five Thousand Five Hundred Dollars, which was entered into on the 8th day of November, 1944, subject to the approval of the Court, (Note: at this point the abovementioned paper was offered in evidence, and marked b_ your examiner "Examiner's Exhibit B").

Q. 10. Do you consider that the ratification of this sale by the Court would be to the interest and advantage of said infant?

A. I certainly do, for the reason that the dwelling house is not needed for the operation of the rest of "Lindenhurst Farm", which is operated in conjunction with the adjoining "Sledmore" Farm by the tenant who lives at "Sledmore"; and for the reason that the upkeep on the dwelling house is great, and the income from renting has been very small.

Q. 11. Do you consider that the sale price of \$5,500.00 is a fair price for said dwelling house and 2.192 acres of land? Wye?

A. I do, because I am certain that it would not bring as much at a public sale, and I consider that this offer is higher than any offer that is likely to be made on this property from any other source.

Q. 12. State whether or not, in your opinion, William C. Phillips and Elizabeth B. Phillips, 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. 13. State whether or not William C. Phillips and Elizabeth B. Phillips, his wife, are adults and where their residence is.

A. They are adults and they live at Sudlersville, Maryland.

Q. 14. State whether or not Luther Damon Gadd is an infant and where is his present residence.

A. He is at present serving in the armed forces of the United States and his permanent residence is at Queen Anne's County, Maryland.

EXAMINER'S SPECIAL:

Do you know, or can you state, any other matter or thing which may be of advantage to the parties to this cause, or any of them or that may be material to the subject of this examination, or the matters in question between the parties. If yes, state the same fully and at large in your answer.

Nothing.

VERA DAMON GADD.

Herbert A. Willis, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Wood:

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

A. Herbert A. Willis, Sudlersville, Maryland, 35, real estate broker, grain buyer.

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

A. Yes.

Q. 3. Do you know the dwelling house at "Lindenhurst Farm", and the surrounding land, of which 2.192 acres is now contracted to be sold, subject to the approval of the Court?

A. Yes.

Q. 4. Do you know it well enough to testify as to its value?

A. Yes.

Q. 5. Are you familiar with values of property in that neighborhood?

A. Yes.

Q. 6. In your opinion would it be to the benefit and advantage of Luther Damon Gadd, the infant owner, of this property to sell said property and invest the proceeds in some productive fund?

A. If the rest of the farm is operated without the need of this dwelling house, I would say it would certainly be to his interest and advantage.

Q. 7. Mrs. Vera Damon Gadd, as Guardian for her infant child, has contracted to sell the dwelling house and 2.192 acres of land around it unto William C. Phillips and Elizabeth B. Phillips, his wife, as tenants by the entireties, for \$5,500.00. 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 infant?

A. Yes, I do, as far as price is concerned.

Q. 8. Do you consider this price is as much or more than this property would bring at public sale?

A. I consider this property to bring about \$3,000.00 at public sale.

Q. 9. State whether or not buildings are presently in need of repairs?

A. Yes.

EXAMINER'S SPECIAL

Do you know, or can you state, any other matter or thing which may be of advantage to the parties to this cause, or the matters in question between the parties: If yes, state the same fully and in large in your answer.

No.

HERBERT A. WILLIS

J. Olin Pippin, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Wood:

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

A. My name is James Olin Pippin, my age is 49 and my residence is Centreville, Queen Anne's County, garage operator and farm operator.

Q. 2. Do you know the parties to this suit Mrs. Gadd, Mr. and Mrs. Phillips and Luther Damon Gadd?

— Yes, all except Mrs. Phillips.

Q. 3. Do you know who owns the property known as "Lindenhurst"?

A. I have been told that Luther Damon Gadd owns the property and got it through the Morgans.

Q. 4. Mrs. Gadd and Mr. and Mrs. William C. Phillips are now asking the Court to ratify a sale of the dwelling house and 2.192 acres of land surrounding it at "Lindenhurst". Mr. and Mrs. Phillips being the purchasers, for the sum of \$5,500.00. Do you know the value of this property well enough to testify as to same and do you consider it a fair price?

A. Yes, I consider it a fair price. I was one of the appraisers in the estate of Luther Lay Gadd, deceased, and looked over this property with an eye to its value since I mistakenly believed it was part of the Gadd estate.

Q. 5. Provided the dwelling house is not needed for the operation of the farm still retained by Luther Damon Gadd do you think that the ratification of this sale would be to the interest and advantage of the said infant? Why?

A. I do. I understand the farm is being tilled with "Sledmore" the adjoining farm and was being so tilled at the time at which I appraised "Sledmore" and that the dwelling house is therefore not needed for the farm. Nor do I think this property could be made profitable as a town property for renting purposes.

EXAMINER'S SPECIAL.

Do you know, or can you state, any other matter or thing which may be of advantage to the parties to this cause, or any of them or that may be material to the subject of this examination, or the matters in question between the parties If yes, state the same fully and at large in your answer.

Nothing Further to state.

J. OLIN PIPPIN

There was re-filed before the examiner Exhibit's A. and B. previously filed in this cause. Attorney Howard Wood, 3rd., advising your examiner that he did not desire to take further testimony, I herewith file my report.

Herbert A. Willis, a witness, waived his witness' fee

J. Olin Pippin, witness fee-----.75

Richard T. Earle, examiner-----8.00
Total \$8.75

Respectfully submitted

RICHARD T. EARLE
One of the Standing Examiners.

Filed July 11th., 1945.

DECREE
 Filed July 23, 1945.

VERA DAMON GADD, Guardian to
 Luther Damon Gadd, infant, and
 WILLIAM C. PHILLIPS and
 ELIZABETH B. PHILLIPS, his wife,
 Plaintiffs,

vs.

LUTHER DAMON GADD, infant,
 Defendant.

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

Cause No. 3439.

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 23rd day of July, 1945, 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 Luther Damon Gadd, infant, 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 infant, and that William McK. Gibson, 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 the 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 Five Thousand Five Hundred Dollars (\$5,500.00), if corporate surety be given, and in double that amount if personal surety be given, conditioned upon the faithful performance of the trust reposed in him by this decree or which may be reposed in him by this decree or which may be reposed in him by any future decree or order in the premises.

(b) That the said trustee shall then proceed to sell said interest of Luther Damon Gadd in said real estate at private sale unto William C. Phillips and Elizabeth B. Phillips, his wife, as tenants by the entireties, at and for the sum of Five Thousand Five Hundred Dollars (\$5,500.00), the sum of Two Thousand Dollars (\$2,000.00) 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 Three Thousand Five Hundred Dollars (\$3,500.00) 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 said 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 purchasers, their heirs and assigns, the real estate so sold to them, 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 unto 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 provided 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.

And it is further adjudged, ordered and decreed that J. Wilbur Stafford, Broker, of Sudlersville, Maryland, shall be paid as brokers Commission from said trust fund the sum of Two Hundred Seventy-Five Dollars (\$275.00).

Wm. R. HORNEY
 Judge

CERTIFIED COPY OF BOND
 Filed July 24, 1945.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty fourth day of July in the year nineteen hundred and forty five, 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, William McK. Gibson, 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 Five Thousand Five Hundred Dollars (\$5,500.00), 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, formly by these presents, sealed with our seals and dated this 24th day of July, 1945;

WHEREAS, the above bounden William McK Gibson has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 23rd day of July, 1945, trustee to make sale of the real estate mentioned and described in the cause in said court entitled "Vera Damon Gadd, Guardian to Luther Damon Gadd, infant, William C. Phillips and Elizabeth B. Phillips, his wife, vs., Luther Damon Gadd, infant", being Cause No. 3439 on the Chancery Docket of said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William McK. Gibson 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 :

CAROLINE T. WILSON
Caroline T. Wilson

WILLIAM MCK. GIBSON (SEAL)
William McK. Gibson

ATTEST:

UNITED STATES FIDELITY AND GUARANTY COMPANY.

CAROLINE T. WILSON
Caroline T. Wilson

By WILLIAM MCK. GIBSON
Its Attorney-in-fact.

Corporate
Seals Place.

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

Security approved and Bond filed July 24th 1945.

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 342 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 on this 27th day of July in the year nineteen hundred and forty five.

Seals
Place.

A. SYDNEY GADD, JR.
Clerk of Court.

REPORT OF SALE
Filed July 24, 1945.

VERA DAMON GADD, Guardian to
Luther Damon Gadd, infant,
WILLIAM C. PHILLIPS and
ELIZABETH B. PHILLIPS, his wife,
Plaintiffs,

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In the Circuit Court for
Queen Anne's County
in Equity.
Cause No. 3439

vs.

LUTHER DAMON GADD, infant,
Defendant.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by William McK. Gibson, 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 23rd day of July, 1945, your trustee filed in this cause a bond in the penalty of Five Thousand Five Hundred Dollars (\$5,500.00), with corporate surety thereon, which said bond was duly approved by the Clerk of this Court.
- 2. That thereupon pursuant to said devree your trustee proceeded to sell and sold at private sale, on the 24th day of July, 1945, the real estate of Luther Damon Gadd mentioned and described in these proceedings, which is described as follows, to

wit:

ALL that part of a farm or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, bordering on the northerly section of the Town of Sudlersville and lying and bordering on the Westerly side of the Sudlersville-Millington State Road and known as "Lindenhurst", and more particularly described by metes and bounds, courses and distances, according to a survey made by J. B. Metcalfe, Surveyor, as follows, to wit: BEGINNING for the same at a post set on the Westerly side of the said State Road (width fifty feet) on a new division line to be established for one hundred and fifty feet (150.0') more or less to the Northeast-erly corner of the Public School lot and running:

- (1) Thence by and with said division line and the lands of said Public School N.86 degrees 29 minutes West, 263.00 feet to a point,
- (2) Thence by and with another new division line N 03 degrees 30 minutes West, 344.70 feet to a point (this line is established so as to take in all of the building - a garage - that lies along the Easterly side of this line),
- (3) Thence continuing with a new division line N 87 degrees 20 minutes East, 268.30 feet to a point on the Westerly side of said State Road,
- (4) Thence by and with the Westerly side of said State Road S 02 degrees 58 minutes 37.30 feet to the point of beginning; containing 2.192 acres of land, more or less; being a part of the tract of land which was granted and convey- ed unto Luther Damon Gadd by W. Walter Morgan and Nan P. Morgan, his wife, and Luther L. Gadd and Vera Damon Gadd, his wife, by deed bearing date the 31st day of December, 1934, and recorded in Liber B.H.T. No. 18, folio 586, 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.

Unto William C. Phillips and Elizabeth B. Phillips, his wife, as tenants by the entireties, at and for the sum of Five Thousand Five Hundred Dollars (\$5,500.00), 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 B" and is filed herein.

3. That the said William C. Phillips and Elizabeth B. Phillips, his wife, have paid unto your trustee the sum of Two Thousand Dollars (\$2,000.00) on account of the purchase price, and your trustee believes that upon the final ratification of this sale by this Court the said William C. Phillips and Elizabeth B. Phillips, his wife, will immediately pay the balance of the said purchase money in cash.

Respectfully submitted,

WILLIAM McK. GIBSON
Trustee.

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

I HEREBY CERTIFY that on this 24th day of July, 1945, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William McK. Gibson, the 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.

A. SYDNEY GADD, JR.
Clerk.

ORDER NISI
Filed July 24, 1945.

N I S I

Vera Damon Gadd, Guardian to)
Luther Damon Gadd, infant,) In the Circuit Court
William C. Phillips and) for Queen Anne's County
Elizabeth Phillips, his wife,)
Plaintiffs,) In Equity
)
vs.)
)
Luther Damon Gadd, infant,) Chancery No. 3439
Defendant.)

ORDERED, This 24th day of July A.D., 1945, that the sale of real estate made and reported in this cause by William McK. Gibson, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th. 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 25th. day of August next.

The Report states the amount of sales to be \$5,500.00

A. SYDNEY GADD, JR. Clerk.
Clerk.

CERTIFICATE OF PUBLICATION
OF NISI
Filed Sept. 29, 1945.

N I S I

Vera Damon Gadd, Guardian
to Luther Damon Gadd, infant, Wil-
liam C. Phillips and Elizabeth Phil-
lips, his wife, Plaintiffs,

VS.

Luther Damon Gadd, infant,
Defendant

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

Chancery No. 3439

ORDERED, This 24th day of July A.D., 1945, that the sale of real estate made and reported in this cause by William McK. Gibson, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of August next.

The Report states the amount of sales to be \$5,500.00

A. SYDNEY GADD, Jr.
Clerk

Filed July 24, 1945
True Copy
Test: A. Sydney Gadd, Jr. Clerk

4t-8-16

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. Sept. 29, 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case/estate of Vera Damon Gadd, Guardian et al vs Luther Damon Gadd, infant defendant a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 25th day of September 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26th. day of July 1945, and the last insertion on the 16th. day of August 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed Sept. 29, 1945.

By PAUL B. SMITH

FINAL ORDER OF RATIFICATION
Filed October 2, 1945.

VERA DAMON GADD, Guardian to
Luther Damon Gadd, infant, and
WILLIAM C. PHILLIPS and
ELIZABETH B. PHILLIPS, his wife,
Plaintiffs,

vs.

LUTHER DAMON GADD, infant,
Defendant.

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

Cause No. 3439.

FINAL ORDER OF RATIFICATION

ORDERED, this 2nd day of October, 1945, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of real estate made by William McK. Gibson, 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 given as required by the preceding order nisi heretofore passed in this cause; and said William McK. Gibson, Trustee 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 thereof before the Auditor of this Court.

Wm. R. HORNEY
Judge

NISI AUDIT
Filed Mar. 7th, 1947.

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

Vera Damon Gadd, Guardian of Luther Damon Gadd, infant, et al.,	)	CHANCERY DOCKET
versus)	
LUTHER DAMON GADD, infant.	)	CAUSE NO. 3439.

To the Honorable, the Judges of said Court:

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

- (1) That the within account has been stated at the direction of William McKenney Gibson, the Trustee appointed by the Decree of Sale filed in this Cause to sell the real estate of said infant.
- (2) That in the within account the Auditor has charged the Trustee with the amount of the gross sale of said real estate as made by said Trustee per his report of sale filed July 24th, 1945, the sum of \$5,500.00 and also with the sum of \$4.61 which the Trustee received from the purchasers of said land at the time of settlement as tax adjustment between the purchasers and the Trustee.
- (3) That in the within account the Auditor has allowed the Trustee as follows: The Court Costs of the Cause, per statement of same made by the Clerk of the Court, to be disbursed by the Trustee in accordance with the statement, the cost of the bond of the Trustee for two years, the cost of advertising the several orders nisi of the Cause and the fee of the Auditor and also the Broker's Commissions of J. Wilbur Stafford, the Broker making the sale, per the Decree of the Court, to be paid by the Trustee to said Stafford.
- (4) The amount of the balance remaining out of the charge made against the Trustee after the allowances mentioned is the amount of the net sale of this Cause and has been distributed to the infant, Luther Damon Gadd, the payment thereof to remain subject to the order of this Court.
- (5) That the within account does not provide for the Trustee's commissions to William McKenney Gibson for the reason that he has informed the Auditor that such commissions have been waived by him.

Which is respectfully submitted,

MADISON BROWN
AUDITOR

February 20, 1947.

CAUSE NUMBER 3439.

The proceeds of the sale of the Real Estate of Luther Damon Gadd, an infant under twenty-one years of age, male, IN ACCOUNT WITH William McKenney Gibson as the Trustee appointed by the decree of this Court passed in this Cause to sell said real estate.

		CR.		
1945				
July				
24	By amount of the gross sale of said real estate made this date by William McKenney Gibson, said Trustee, per his Report of Sale filed this date, to wit: the sum of.....			\$ 5,500.00
	By amount received by the Trustee from the Purchasers of said real estate on adjustment of taxes on the land sold, the sum of.....			\$ 4.61
				\$ 5,504.61

" DR.
To William McKenney Gibson, the Trustee, for the Court costs of this Cause, per statement of same made by the Clerk of the Court and exhibited to the Auditor, as follows, to wit:

Appearance fee of solicitors of plaintiffs,	\$ 10.00
Costs of said Clerk,	38.70
Costs of L. Perkins, Sheriff,.....	.75
Fee of Guardian ad Litem,.....	4.00
Fee of R. T. Earle, Examiner,.....	8.00
Charge of the Examiner's Clerk,.....	5.00
Fees of Witnesses,.....	.75
	\$ 67.20

To the same Trustee for cost of a certificate relating to guardian-ship,.....	.50	
To the same Trustee for the cost of his bond containing corporate surety filed herein to be paid the corporate surety, being cost for two years, per account for same exhibited to the Auditor, to wit: the sum of....	\$ 80.00	
To the same Trustee for the cost of advertising the order nisi on the sale, \$5,00 and the cost of advertising the order nisi to be passed on this audit, \$3.50, total of these costs being, the sum of	\$ 8.50	
To the same Trustee for the commissions of J. Wilbur Stafford, Broker, to be paid to him per the decree of this Court , sum of.....	\$ 275.00	
To Madison Brown, Auditor,.....	13.50	
	\$ 444.70	
To balance, net sale, carried forward,.....	\$5,059.91	
	\$5,504.61	\$5,504.61

CAUSE NUMBER 3439:

CR.

By amount brought forward, to wit:.....\$5,059.91

DR.

To Luther Damon Gadd, infant, to remain subject to the future order of this Court as to the payment thereof, this balance, to wit:.....	\$5,059.91	
	\$5,059.91	\$5,059.91

February 20, 1947.

MADISON BROWN
AUDITOR

NISI AUDIT
Filed Mar. 7, 1947.

NISI RATIFICATION OF AUDIT

<u>Vera Damon Gadd, Guardian</u>	)	In the Circuit Court
et al.)	
	)	for Queen Anne's County
VS)	
	)	In Equity
<u>LUTHER DAMON GADD, Infant</u>	)	Cause No. <u>3439</u>

ORDERED, This 7 day of March in the year nineteen hundred and forty-seven that the Report and Account filed in these proceed-ceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4 day of April, 1947; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of March, 1947, in some newspaper printed and published in Queen Anne's County.

Filed March 7, 1947. A. SYDNEY GADD, JR. Clerk.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed June 2, 1947.

Nisi Ratification of Audit

Vera Damon Gadd, Guardian et al.

vs.

Luther Damon Gadd, Infant

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

Cause No. 3439

ORDERED, This 7th day of March in the year nineteen hundred and forty-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 4th day of April, 1947; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of March, 1947, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk
2t-3-20

Filed: March 7, 1947.
True Copy-
Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. June. 2, 1947.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of Vera Damon Gadd, Guardian et al, vs Luther Damon Gadd, Infant Cause No. 3439 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 28th. day of March 1947, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13th. day of March 1947, and the last insertion on the 20th. day of March 1947.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed June 2, 1947.

By PAUL B. SMITH

FINAL RATIFICATION OF AUDIT
Filed June 3, 1947.

Vera Damon Gadd, Guardian, et al.,
vs.
Luther Damon Gadd, infant.

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In the Circuit Court for
Queen Anne's County
in Equity.
Cause No. 3439.

FINAL RATIFICATION OF AUDIT

ORDERED, this 3rd day of June, 1947, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and afore-going 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 appeared to have been given as directed by the preceding nisi Ratification of Audit passed thereon in this Cause; and the trustee, William McK. Gibson, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth, in said audit, the net proceeds of sale distributed to Luther Damon Gadd, infant, to be held subject to the further order of that Court in the premises.

Wm. R. HORNEY
Judge

PETITION
Filed June 3, 1947.

VERA DAMON GADD, GUARDIAN, et al.,
Plaintiffs,
VS.
LUTHER DAMON GADD, Infant,
Defendant.

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In the Circuit Court for Queen
Anne's County, in
Equity.
Cause No. 3439.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William McK. Gibson, Trustee in the above entitled cause, unto your Honors, respectfully shows:

- 1. That as will appear by reference to the audit heretofore filed

in this Cause on the 7th day of March, 1947, and finally ratified and confirmed by this Court's order on the 3rd day of June, 1947, the net proceeds of sale due Luther Damon Gadd, infant, in the hands of your petitioner, is the sum of Five Thousand Fifty-Nine Dollars and Ninety-One Cents (\$5,059.91).

2. That your petitioner qualified as Guardian of said infant in the Orphans' Court of Queen Anne's County on the 18th day of February, 1947, and is now acting as such guardian, as will appear by reference to the certificate of the Register of Wills of Queen Anne's County, marked "Petitioner's Exhibit" and filed herewith as a part hereof.

Your Petitioner, Therefore, prays this Honorable Court to pass an order in the premises directing William McK. Gibson, the Trustee in this cause, to pay the aforesaid sum of Five Thousand Fifty-Nine Dollars and Ninety-One Cents (\$5,059.91) unto William McK. Gibson, Guardian of Luther Damon Gadd, to be held by him subject to the order of the Orphans' Court of Queen Anne's County.

WILLIAM McK. GIBSON

PETITIONER'S EXHIBIT
Filed June 3, 1947.

State of Maryland,

Queen Anne's County, to wit:

I, Edward E. Coursey 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 18th day of February, A. D. nineteen hundred and forty-seven that William McK. Gibson was appointed Guardian of Luther Damon Gadd, infant child of Luther Lay Gadd late of Queen Anne's County, deceased, after he had entered into bond in the penalty of \$7,000.00 for the due performance thereof, according to law, and after he had taken the oath by law required of him and that said Guardianship is at this date in full force and effect.

In Testimony Whereof, I Edward E. Coursey 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 June nineteen hundred and forty-seven.

Seal of
Orphans Court

EDWARD E. COURSEY
Register of Wills for Queen
Anne's County

ORDER OF COURT
Filed June 4, 1947

ORDER OF COURT

Upon the foregoing petition, IT IS ORDERED, this 4th day of June, 1947, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that William McK. Gibson, Trustee in this Cause, pay unto William McK. Gibson, Guardian of Luther Damon Gadd, infant, the sum of Five Thousand Fifty-Nine Dollars and Ninety-One Cents (\$5,059.91), being the net proceeds of sale due said infant under these proceedings, to be held by said guardian subject to the order of the Orphans' Court of Queen Anne's County.

Wm. R. HORNEY
Judge

C A U S E N U M B E R 3559.

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 Third day of February, in the year nineteen hundred and forty eight, the following Transcript of Record was filed for record, to wit:-

FRANK S. DUDLEY and	:	IN THE CIRCUIT COURT
THOMAS J. KEATING,	:	
EXECUTORS AND TRUSTEES,	:	OF
	:	
VS.	:	BALTIMORE CITY
	:	
HIRAM G. DUDLEY, JR.	:	A No. 10876 Dockey <u>113</u>
EXECUTOR AND TRUSTEE	:	1921
	:	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report and Petition of the undersigned Trustees in this cause to your Honor respectfully shows:

1. That your Petitioners have and hold as an asset for the trust estate an undivided one-half interest in the tract of land or farm of one hundred and eighty-five acres more or less known as the Ringold Farm adjoining the village of Stevensville in the 4th election district of Queen Anne's County, Maryland, the other undivided one-half interest in said farm being held as an asset in the trust estate created by Mary O. Dudley by her Last Will and Testament, which said trust estate is also under the jurisdiction of this Court, and in which a report and petition have been filed by the trustees similar to and concurrently with this.

2. That the said tract of land is not one of the original tracts of land held by these two trust estates, but was purchased by them on a mortgage foreclosure proceeding, since which time it has been rented by has not proven to be a profitable investment.

3. That your Petitioners and the Trustees under the will of Mary O. Dudley have received an offer of \$10,000.00 in cash for the farm, and in the opinion of your Petitioners the best interests of this trust estate make the acceptance of the said offer highly judicious, being in the judgment of your Trustees the highest price that can be secured therefor and representing the fair market value of the farm, said sale being made subject to a commission of 6% to the real estate broker, Charles M. Bright, who has negotiated the sale for the Petitioners.

4. That the will of Hiram G. Dudley, deceased, under which your Petitioners are administering the trust, specifically confers on the trustees a power to sell any of the real estate forming a part of the trust estate.

WHEREFORE your Petitioners pray that an Order may be passed by this Honorable Court confirming said sale and authorizing and empowering your Petitioners to execute and deliver to the vendee, Theodore Cooke, Jr., a deed for the same.

And they will ever pray &c.

/s/ Frank S. Dudley

/s/ Hiram G. Dudley, Jr.

/s/ Thos J. Keating

Trustees Petitioners

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 7th day of October, in the year one thousand nine hundred and forty-four, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frank S. Dudley, one of the within named petitioners and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein set out to the best of his knowledge, information and belief.

WITNESS MY HAND and Notarial Seal.

(SEAL)

G. William Peppler

(PLACE)

Notary Public

ORDER OF COURT

The foregoing Report, Petition and affidavit having been read and considered, it is this 17th day of October, 1944 ordered:

That the sale of the one-half undivided interest in the farm or tract of land mentioned in the Petition made by Frank S. Dudley, Hiram G. Dudley, Jr. and Thomas J. Keating, Trustees, under the will of Hiram G. Dudley, deceased to Theodore Cooke, Jr. at and for the sum of \$5000 for the one-half undivided interest in said farm, be and the same is hereby ratified and confirmed, unless cause to the contrary be shown on or before the 17th day of November, 1944, provided a copy of this Order be inserted in some daily newspaper published in Baltimore City once in each of three successive weeks before the 10th day of November, 1944.

Edwin T. Dickerson
Judge

Ralph Robinson, Solicitor,
Maryland Trust Building.

IN THE CIRCUIT COURT OF BALTIMORE CITY - (A-113-1921)- Frank S. Dudley and Thomas J. Keating, executors and trustees vs. Hiram G. Dudley, Jr., executor and trustee.

ORDER OF COURT.

The foregoing report, petition and affidavit having been read and considered, it is this 17th day of October, 1944, ordered, that the sale of the one-half undivided interest in the farm or tract of land mentioned in the petition made by FRANK S. DUDLEY, HIRAM G. DUDLEY, JR. and THOMAS J. KEATING, trustees, under the will of HIRAM G. DUDLEY, deceased, to THEODORE COOKE, JR., at and for the sum of \$5,000 for the one-half undivided interest in said farm, be and the same is hereby ratified and confirmed, unless cause to the contrary be shown on or before the 17th day of November, 1944; provided, a copy of this order be inserted in some daily newspaper, published in Baltimore City, once in each of three successive weeks, before the 10th day of November, 1944.

True Copy - Test:
o18.25,n1

EDWIN T. DICKERSON.

HENRY J. RIPPERGER,
Clerk.

THE DAILY RECORD

Baltimore, Nov. 1st 1944

We hereby certify that the annexed advertisement of Order Circuit Court of Baltimore City, Case of Frank S. Dudley, et al vs. Hiram G. Dudley, Jr., etc. was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 10th day of Nov., 1944 First insertion Oct. 18th, 1944

THE DAILY RECORD

Per A. W. Ritzel

FRANK S. DUDLEY and)
THOMAS J. KEATING,)
EXECUTORS AND TRUSTEES)

IN THE

CIRCUIT COURT

vs.

OF

HIRAM G. DUDLEY, JR.)
EXECUTOR AND TRUSTEE)

BALTIMORE CITY

ORDERED BY THE COURT, This 18th day of November, 1944, that the sale made and reported by the Trustee, on October 17th, 1944 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

W. Conwell Smith

FRANK S. DUDLEY and :
THOMAS J. KEATING :
Executors & Trustees :

IN THE

CIRCUIT COURT

vs

OF

HIRAM G. DUDLEY, JR. :
Executor & Trustee :

BALTIMORE CITY

Dkt. 1921-113

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Frank S. Dudley, Thomas J. Keating and Hiram G. Dudley, Jr., Trustees in the above entitled cause respectfully shows:

1. That heretofore, to wit, on the 17th day of October, 1944, your petitioners filed in this Honorable Court, a petition and report of sale of this Trust Estate's undivided one-half interest in a certain tract of land or farm known as the "Ringgold Farm", Queen Anne's County, Maryland, upon which an Order Nisi was passed and duly published, and on the 18th day of November, 1944, the sale of said one-half undivided interest was finally ratified and confirmed.

2. That in said report of sale the said tract of land or farm was described and referred to as the "Ringgold Farm", consisting of approximately 185 acres, more or less, whereas said farm is made up and consists of the three separate parcels of land conveyed in a deed dated February 23, 1939, and recorded among the Land Records of Queen Anne's County in Liver A. S. C. No. 1, folio 43 &c., by Thomas J. Keating, Jr., attorney named in mortgage, to Frank S. Dudley, et al, Trustees of the estate of Mary O. Dudley, deceased, each of said trust estates taking an undivided one-half interest thereunder.

3. That the purchaser refuses to accept a deed from your Petitioners because he contends that reference to the property reported sold in said second report of sale merely as the "Ringgold Farm" cannot be construed as being or taken to be, the same three parcels of land mentioned and described in the aforesaid deed, and has requested your petitioners to take such steps as may be necessary to straighten out such question of title.

WHEREFORE YOUR PETITIONS PRAY your Honor to pass an Order striking out and rescinding the final Order of Ratification heretofore passed herein, and granting unto him authority to file an amended report of sale.

And as in duty bound &c.

/s/ Frank S. Dudley

/s/ Hiram G. Dudley, Jr.

/s/ Thos. J. Keating

Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 15th day of February, in the year one thousand nine hundred and forty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frank S. Dudley, one of the within named petitioners, and he made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein set out to the best of his knowledge, information and belief.

WITNESS MY HAND and Notarial Seal.

(SEAL)

G. William Pepler

(PLACE)

Notary Public.

ORDER OF COURT

Upon the foregoing petition and affidavit, it is, this 16th day of February, 1945, by the Circuit Court of Baltimore City, Ordered:

That the final order of ratification passed herein on the 18th day of November, 1944, confirming the sale of the "Ringgold Farm", be and the same is hereby stricken out and rescinded, and

It is hereby further Ordered that the Trustees be, and they are hereby permitted and authorized to file an Amended Report of Sale.

Joseph Sherbow

Judge

FRANK S. DUDLEY and
THOMAS J. KEATING
Executors & Trustees

:

IN THE

:

CIRCUIT COURT

vs.

:

OF

HIRAM G. DUDLEY, JR.
Executor & Trustee

:

BALTIMORE CITY

:

Dkt. 1921-113

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Frank S. Dudley, Thomas J. Keating and Hiram G. Dudley, Jr., Trustees herein respectfully shows unto your Honor:

1. That among the assets held by this estate is an undivided one-half interest in a tract of land or farm of approximately 185 acres, more or less, known as the "Ringgold Farm" which adjoins the village of Stevensville, located in the Fourth Election District of Queen Anne's County, Maryland, the remaining undivided one-half interest in said farm being owned by the Trust Estate of Mary O. Dudley, deceased.

2. That both this Trust Estate and the Trust Estate of Mary O. Dudley are being administered under the jurisdiction of this Honorable Court, and that a similar Report of Sale for the undivided one-half interest held by it in said farm, will be filed simultaneously herewith in the proceedings relative to the latter Trust Estate.

3. That the undivided one-half interest held by this Trust Estate in said tract or farm, known as the "Ringgold Farm" is not one of the original tracts of land held by this Trust Estate, but was acquired under foreclosure proceedings conducted on behalf of the Trustees by Thomas J. Keating, Jr., in a cause pending in the Circuit Court for Queen Anne's County, in Equity, numbered 3166, and that the property sold in this Report, namely, the "Ringgold Farm", is and comprises the same three tracts of land described in a deed from said Keating, as attorney named in the mortgages so foreclosed in the proceeding aforesaid, to the above named Trustees and the Trustees of Mary O. Dudley, deceased, dated February 23, 1939, and recorded among the Land Records of Queen Anne's County in Liber A. S. G. No. 1 folio 43 &c., which three parcels of land are now embraced in one farm or tract of land and are known or have been referred to from time to time as the "Ringgold Farm", "Stevens Delight" and the "Fountain Jackson Farm", containing 185 acres of land, ore or less; and which three parcels of land are described as follows:

PARCEL NUMBER 1: All that tract of land or farm called or known as "Steven's Delight" situate adjoining the village of Stevensville and on a branch of Coxes' Creek, containing 185 acres of land, more or less.

PARCEL NUMBER 2: All those lots of land situate in the Fourth Election District of Queen Anne's County, State of Maryland, on Kent Island, adjoining the

village of Stevensville which are on the East side of the new road, running from Stevensville-Centreville Road to the Railroad Station, consisting of lots

Numbers

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

Numbers

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,	233,

as laid down on plat of sub-division of Mrs. J. B. Bright's Property in Stevensville.

PARCEL NUMBER 3: All that lot of land situate on Kent Island, Queen Anne's County, State of Maryland, being a part of the farm known as "Steven's Delight" or as "The Ringgold Farm", containing 70 acres of land, more or less.

NOTE: PARCEL No. 3 is actually a part of PARCEL No. 1 Saving and Excepting a right of way across said land granted to William Welford Carter by John F. Jackson, and Florence M. Jackson, deed dated April 12, 1926, recorded in Liber B. H. T. No. 6, folio 308.

4. That your Trustees and the Trustees under the will of Mary O. Dudley have sold, subject to ratification by the Honorable Court, the aforesaid farm, being the three tracts of land more particularly described above, unto Theodore Cook, Jr., for the sum of \$10,000. cash; that in the opinion of your Trustees, the best interests of this trust estate make the acceptance of said sale highly judicious, being in the judgment of your trustees the highest price that can be secured therefor, and represents the fair market value of the farm; said sale being made subject to a commission of 6% to the real estate broker, Charles M. Bright, who has negotiated the sale for your Trustees.

5. That the will of Hiram G. Dudley, deceased, under the terms of which will your trustees are administering said Trust Estate, specifically confers on your Trustees the power to sell any of the real estate forming part of said trust estate.

/s/ Frank S. Dudley

/s/ Hiram G. Dudley, Jr.

/s/ Thos. J. Keating

Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13 day of February, in the year one thousand nine hundred and forty-five, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frank S. Dudley, Thomas J. Keating and Hiram G. Dudley, Jr., Trustees in the above entitled cause, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(SEAL)

Katherine C. O'Neal

(PLACE)

Notary Public

FRANK S. DUDLEY and
THOMAS J. KEATING, Executors &
Trustees

vs.

HIRAM G. DUDLEY, JR.,
Executor & Trustee

) IN THE
)
) CIRCUIT COURT
)
) OF
)
) BALTIMORE CITY

ORDERED, by the Circuit Court of Baltimore City this 16th day of February, 1945; that the Amended Sale of the property mentioned in these proceedings, made and reported by Frank S. Dudley, Thomas J. Keating and Hiram G. Dudley, Jr., Trustee, be RATIFIED AND CONFIRMED, UNLESS CAUSE TO THE CONTRARY THEREOF BE SHOWN on or before the 19th day of March, 1945, Provided, a copy of this order be inserted in some daily newspaper printed in Baltimore City, once in each of three successive weeks, before the 12th day of March, 1945.

The Report states the amount of Total sale to be \$10,000.00

Joseph Sherbow

True Copy.

Test

Clerk.

Ralph Robinson, Solicitor,
G. William Pepler, Solicitor,
Maryland Trust Building.

IN THE CIRCUIT COURT OF BALTIMORE CITY -(A-875-1921)-Frank S. Dudley and Thomas J. Keating, executors and trustees, vs. Hiram G. Dudley, Jr., executor and trustee.

Ordered, by the Circuit Court of Baltimore City this 16th day of February, 1945, that the amended sale of the property mentioned in these proceedings, made and reported by FRANK S. DUDLEY, THOMAS J. KEATING and HIRAM G. DUDLEY, JR., trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of March, 1945; provided, a copy of this order be inserted in some daily newspaper printed in Baltimore City, once in each of three successive weeks, before the 12th day of March, 1945.

The report states the amount of total sale to be \$10,000.

JOSEPH SHERBOW.

True Copy-Test:
f17,24,mh3

HENRY J. RIPPERGER,
Clerk

THE DAILY RECORD

Baltimore, Mar. 3rd, 1945

We hereby certify that the annexed advertisement of Order Nisi Circuit Court of Baltimore City, Case of Frank S. Dudley, et al. vs Hiram G. Dudley, Jr. was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of 3 successive weeks before the 12th day of Mar., 1945 First insertion Feb. 17th, 1945.

THE DAILY RECORD

Per A. W. RITZEL

FRANK S. DUDLEY and THOMAS J. KEATING, Executors & Trustees

)
)

IN THE
CIRCUIT COURT

vs.

)

OF

HIRAM G. DUDLEY, JR.,
Executor & Trustee

)
)

BALTIMORE CITY

ORDERED BY THE COURT, This 20th day of March, 1945, that the Amended sale made and reported by the Trustees, on February 16th, 1945 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Joseph Sherbow

STATE OF MARYLAND,

CITY OF BALTIMORE, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Report, Petition and Order of Court, Certificate of Publication, Final Order of Ratification, Petition and Order of Court, Amended Report of Sale, Order Nisi on Report of Sale Certificate of Publication and Final Order of Ratification on Trustee's Report of Sale now on file in this office in the cause therein entitled Thomas S. Dudley, et al vs Hiram G. Dudley, Jr., etc.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, the 24th day of January A.D., 1948

(SEAL'S)

HENRY J. RIPPERGER,
Clerk

(PLACE)

Filed Feb. 3, 1948

.....

C A U S E N O. 3560

QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on the Third day of February, in the year nineteen hundred and forty eight, the following Transcript of Record was filed for record, to wit:-

Ex Parte : IN THE CIRCUIT COURT
 OF
 IN THE MATTER OF THE TRUST ESTATE : BALTIMORE CITY
 of MARY O. DUDLEY : A.663
 1922 No. 11613

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report and Petition of the undersigned Trustees in this cause to your Honor respectfully shows:

1. That your Petitioners have and hold as an asset for the trust estate an undivided one-half interest in the tract of land or farm of one hundred and eighty-five acres more or less known as the Ringgold Farm adjoining the village of Stevensville in the 4th election district of Queen Anne's County, Maryland; the other undivided one-half interest in said farm being held as an asset in the trust estate of Hiram G. Dudley by his last will and testament, which said trust estate is also under the jurisdiction of this Court, and in which a report and petition have been filed by the trustees similar and concurrently with his.

2. That the said tract of land is not one of the original tracts of land held by these two trust estates, but was purchased by them on a mortgage foreclosure proceeding, since which time it has been rented but has not proven to be a profitable investment.

3. That your petitioners and the trustees under the will of Hiram G. Dudley have received an offer of \$10,000.00 in cash for the farm and in the opinion of your petitioners the best interests of this trust estate make the acceptance of said offer highly judicious, being in the judgement of your trustees the highest price that can be secured therefor and representing the fair market value of the farm, said sale being made subject to a commission of 6% to the real estate broker, Charles M. Bright, who has negotiated the sale for the petitioners.

4. That the Trust Estate of Mary O. Dudley, deceased, which Trust Estate your petitioners are administering, specifically confers on the Trustees a power to sell any of the real estate forming a part of the Trust Estate.

Wherefore your petitioners pray that an order may be passed by this Honorable Court confirming said sale and empowering your petitioners to execute and deliver to the vendee, Theodore Cook, Jr., a deed for the same.

And they will pray, et.

/s/ Frank S. Dudley

/s/ Mary O. Ives

/s/ Ethel D. Eareckson

Trustees, Petitioners

STATE OF MARYLAND, CITY OF BALTIMORE, to WIT:

I hereby certify that on this 7th day of October, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, the within named petitioners, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein set out to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.
 (SEAL)

G. William Pepler

(PLACE)

NOTARY PUBLIC

ORDER OF COURT

The foregoing Report, Petition and affidavit having been read and considered, it is this 17th day of October, 1944, Ordered:

That the sale of the one-half undivided interest in the farm or tract of land mentioned in the foregoing Petition made by Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees under will of Mary O. Dudley, deceased, at and for the sum of \$5,000 for the said one-half undivided interest, be and the same is hereby ratified and confirmed, unless cause to the contrary be shown on or before the 17th day of November, 1944, provided a copy of this Order be inserted in some daily newspaper published in Baltimore City once in each of three successive weeks before the 10th day of November, 1944.

Edwin T. Dickerson

Judge

Ralph Robinson, Solicitor,
 Maryland Trust Building.

IN THE CIRCUIT COURT OF BALTIMORE CITY-(A-663-1922)-Ex parte in the matter of the trust estate of Mary O. Dudley.

ORDER OF COURT.

The foregoing report, petition and affidavit having been read and considered, it is this 17th day of October, 1944, ordered:

That the sale of the one-half undivided interest in the farm or tract of land mentioned in the foregoing petition made by FRANK S. DUDLEY, MARY O. IVES and ETHEL D. EARECKSON, trustees under will of MARY O. DUDLEY, deceased, at and for the sum of \$5,000 for the said one-half undivided interest, be and the same is hereby ratified and confirmed, unless cause to the contrary be shown on or before the 17th day of November, 1944; provided, a copy of this order be inserted in some daily newspaper published in Baltimore City once in each of three successive weeks before the 10th day of November, 1944.

EDWIN T. DICKERSON.

True Copy - Test:
018,25,n1

HENRY J. RIPPERGER,
Clerk.

THE DAILY RECORD

Baltimore, January 24, 1948

We hereby certify that the annexed advertisement of Order Circuit Court of Baltimore City, Case of the matter of the trust estate of Mary O. Dudley was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 10th day of November, 1944 First insertion October 18, 1944.

THE DAILY RECORD

Per B. FRANCIS

EX PARTE IN THE MATTER	:	
	:	IN THE
OF THE TRUST ESTATE	:	
	:	CIRCUIT COURT
	:	
OF MARY O. DUDLEY	:	OF
	:	BALTIMORE CITY

ORDERED BY THE COURT, This 18th day of November, 1944, that the sale made and reported by the Trustee, on October 17th, 1944 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

W. Conwell Smith

EX PARTE	:	IN THE
	:	CIRCUIT COURT
IN THE MATTER OF	:	
	:	OF
THE TRUST ESTATE OF	:	
	:	BALTIMORE CITY
MARY O. DUDLEY, deceased	:	A. 1922-663

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees under the Will of Mary O. Dudley, deceased, respectfully represents:

1. That heretofore, to wit, on the 17th day of October, 1944, your petitioners filed in this Honorable Court, a petition and report of sale of this Trust Estate's undivided one-half interest in a certain tract of land or farm known as the "Ringgold Farm", Queen Anne's Courty, Maryland, upon which an Order Nisi was passed and duly published, and on the 18th day of November, 1944, the sale of said one-half undivided interest was finally ratified and confirmed.

2. That in said report of sale the said tract of land or farm was described and referred to as the "Ringgold Farm", consisting of approximately 185 acres, more or less, whereas said farm is made up and consists of the three separate parcels of land conveyed in a deed dated February 23, 1939, and recorded among the Land Records of Queen Anne's County in Liber A.S.G. No. 1, folio 43, &c., by Thomas J. Keating, Jr., attorney named in mortgage, to Frank S. Dudley, et al, Executors and Trustees of Hiram G. Dudley, deceased, and Frank S. Dudley, et al, Trustees of the estate of Mary O. Dudley, deceased, each of said trust estates taking an undivided one-half interest thereunder.

3. That the purchaser refuses to accept a deed from your Petitioners because he contends that reference to the orioertt reoirted sikd ub the said report of sale merely as the "Ringgold Farm" cannot be construed as being or taken to be, the same three parcels of land mentioned and described in the aforesaid deed, and has requested your petitioners to take such steps as may be necessary to straighten out such question of title.

WHEREFORE YOUR PETITIONER PRAYS your Honor to pass an Order striking out and rescinding the final Order of Ratification heretofore passed herein, and granting unto him authority to file as amended report of sale.

And as in duty bound &c.

/s/ Frank S. Dudley

/s/ Mary O. Ives

/s/ Ethel D. Eareckson
Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 15th day of February, in the year one thousand, nine hundred and forty-five, before me the subscriber, a Notary Public of the State of Maryland, City of Baltimore aforesaid, personally appeared FRANK S. DUDLEY, MARY O. IVES and ETHEL D. EARECKSON, TRUSTEES, under the will of Mary O. Dudley, deceased, the within named petitioners, and they made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein set out to the best of their knowledge information and belief.

WITNESS my hand and Notarial seal.

(SEAL)

G. William Pepler

(PLACE)

Notary Public

ORDER OF COURT

Upon the foregoing petition and affidavit, it is, the 16th day of February, 1945, by the Circuit Court of Baltimore City, Ordered:

That the final order of ratification passed herein on the 18th day of November, 1944, confirming the sale of the "Ringgold Farm", be and the same is hereby stricken out and rescinded, and

It is hereby further Ordered that the Trustees be, and they are hereby, permitted and authorized to file an Amended Report of Sale.

Joseph Sherbow

Judge

EX PARTE	:	IN THE
IN THE MATTER OF	:	CIRCUIT COURT
THE TRUST ESTATE OF	:	OF
MARY O. DUDLEY, deceased	:	BALTIMORE CITY A. 1922-663

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees under the Will of Mary O. Dudley, deceased, respectfully shows unto your Honor:

1. That among the assets held by this estate is an undivided one-half interest in a tract of land or farm of approximately 185 acres, more or less, known as the "Ringgold Farm", which adjoins the village of Stevensville, located in the Fourth Election District of Queen Anne's County, Maryland, the remaining undivided one-half interest in said farm being owned by the Trust Estate of Hiram G. Dudley.

2. That both this Trust Estate and the Trust Estate of Hiram G. Dudley are being administered under the jurisdiction of this Honorable Court, and that a similar Report of Sale for the undivided one-half interest held by it in said farm, will be filed simultaneously herewith in the proceedings relative to the latter Trust Estate.

3. That the undivided one-half interest held by this Trust Estate in said tract or farm, known as the "Ringgold Farm" is not one of the original tracts of land held by this Trust Estate, but was acquired under foreclosure proceedings conducted on behalf of the Trustees by Thomas J. Keating, Jr., in a cause pending in the Circuit Court for Queen Anne's County, in Equity, numbered 3166, and that the property sold in this report, namely, the "Ringgold Farm", is and comprises the same three tracts of land described in a deed from said Keating, as attorney named in the mortgages so foreclosed in the proceeding aforesaid, to the above named Trustees and the Executors and Trustees of Hiram G. Dudley, dated February 23, 1939, and recorded among the Land Records of Queen Anne's County in Liber A. S. G. No. 1 folio 43 &c, which three parcels of land are now embraced in one farm or tract of land and are known or have been referred to from time to time as the "Ringgold Farm", "Stevens Delight" and the "Fountain Jackson Farm", containing 185 acres of land, more or less; and which three parcels of land are described as follows:

PARCEL NUMBER 1: All that tract of land or farm called or known as "Steven's Delight" situate adjoining the villarge of Stevensville and on a branch of Coxes' Creek, containing 185 acres of land, ore or less.

PARCEL NUMBER 2: All those lots of land situate in the Fourth Election District of Queen Anne's County, State of Maryland, on Kent Island adjoining the village of Stevensville which are one the East side of the new road, running from Stevensville-Centreville Road to the Railroad Station, consisting of lots

Numbers

- | | | | | | | |
|----------------------------|------|------|------|------|------|------|
| 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
Numbers | | | | | | |
| 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, 233,

as laid down on plat of sub-division of Mrs. J. B. Bright's Property in Stevensville.

PARCEL NUMBER 3: All that lot of land situate on Kent Island, Queen Anne's County, State of Maryland, being a part of the farm known as "Steven's Delight" or as "The Ringgold Farm", containing 70 acres of Land, ore or less.

NOTE: PARCEL No. 3 is actually a part of PARCEL No. 1. Saving and Excepting a right of way across said land granted to Willaim Welford Carter by John F. Jackson and Florence M. Jackson, by deed dated April 12, 1926, recorded in Liber B. H. T. No. 6, folio 308.

4. That your Trustees and the Trustees under the Will of Hiram G. Dudley have sold, subject to ratification by this Honorable Court, the aforesaid farm, being the three tracts of land more particularly described above, unto Theodore Cook, Jr., for the sum of \$10,000. cash; that in the opinion of your Trustees, the best interests of this trust estate make the acceptance of said sale highly judicious, being in the judgment of your trustees the highest price that can be secured therefor, and represents the fair market value of the farm; said sale being made subject to a commission of 6% to the real estate broker, Charles M. Bright, who has negotiated the sale for your Trustees.

5. That the will of Mary O. Dudley, deceased, under the terms of which will your trustees are administering said Trust Estate, specifically confers on your Trustees the power to sell any of the real estate forming part of said trust estate.

Frank S. Dudley

Mary O. Ives

Ethel D. Eareckson
 Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 15th day of February, in the year one thousand nine hundred and forty-five, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees under the Will of Mary O. Dudley, deceased, the within named petitioners, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(SEAL PLACE)

G. William Pepler
 Notary Public

EX PARTE IN THE MATTER OF THE : IN THE
 TRUST ESTATE OF MARY O. DUDLEY, : CIRCUIT COURT
 : OF
 Deceased, : BALTIMORE CITY

ORDERED, by the Circuit Court of Baltimore City this 16th day of February, 1945, that the amended Sale of the property mentioned in these proceedings, made and reported by Frank S. Dudley, Mary O. Ives and Ethel D. Eareckson, Trustees, be RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of March, 1945, Provided, a copy of this order be inserted in some daily newspaper printed in Baltimore City, once in each of three successive weeks, before the 12th day of March, 1945.

The Report states the amount of Total sale to be \$10,000.00

Joseph Sherbow

True Copy.

Test _____ Clerk.

Ralph Robinson, Solicitor,
 G. William Pepler, Solicitor,
 Maryland Trust Building.

IN THE CIRCUIT COURT OF BALTIMORE CITY-(A-688-1922)- Ex parte in the matter of the trust estate of Mary O. Dudley, deceased.

ORDERED, by the Circuit Court of Baltimore City this 16th day of February, 1945, that the amended sale of the property mentioned in these proceedings, made and reported by FRANK S. DUDLEY, MARY O. IVES and ETHEL D. EARECKSON, trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of March, 1945, provided, a copy of this order be inserted in some daily newspaper printed in Baltimore City, once in each of three successive weeks, before the 12th day of March, 1945.

The report states the amount of total sales to be \$10,000.

JOSEPH SHERBOW.

True Copy - Test:

f17,24,mh3

HENRY J. RIPPERGER,
Clerk.

THE DAILY RECORD

Baltimore, January 24, 1948

We hereby certify that the annexed advertisement of Order Nisi Circuit Court of Baltimore City, Case of the matter of the trust estate of Mary O. Dudley, deceased was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 12th day of March, 1945 First insertion February 17, 1945.

THE DAILY RECORD

Per B. FRANCIS

EX PARTE IN THE MATTER OF	:	IN THE
THE TRUST ESTATE OF MARY O.	:	CIRCUIT COURT
DUDLEY, Deceased	:	OF
	:	BALTIMORE CITY

ORDERED BY THE COURT, This 20th day of March, 1945, that the Amended sale made and reported by the Trustees, on February 16th, 1945 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Joseph Sherbow

STATE OF MARYLAND,

CITY OF BALTIMORE, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Report, Petition and Order of Court, Certificate of Publication, Final Order of Ratification, Petition and Order of Court, Report of Sale, Order Nisi on Report of Sale, Certificate of Publication, Final Order of Ratification now on file in this office in the cause therein entitled Ex Parte In the Matter of the Trust Estate of Mary O. Dudley

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 24th day of January A.D., 1948

HENRY J. RIPPERGER
Clerk

(SEAL)

(PLACE)

Filed Feb. 3, 1948

.....

C A U S E N U M B E R 3499.

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 Twenty Eighth day of September, in the year nineteen hundred and forty six, the following
 Suit
 Order to Docket/was filed for record, to wit:-

Thomas J. Keating, Jr., Assignee

In The Circuit Court for

VS.

Queen Anne's County,

J. Fletcher Rolph and Ada R. Rolph
 his wife, Mortgagors

In Equity

To A. S. Gadd, Jr., Clerk

You will docket suit as per the above titling for foreclosure of the following mortgages:

A Mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife to Frank S. Dudley dated December 20, 1916 recorded in Libre WFW No. 9 folio 571 etc.; a mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife, to E. Bartlett Hayward dated March 18, 1922 recorded in Libre JFR No. 8 folio 393 etc.; a mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife, to E. Bartlett Hayward dated September 30, 1925 recorded in Libre BHT No. 4 folio 165. You will also please file in said cause certified copies of the three aforesaid mortgages and the assignments thereof including a deed of assignment from E. Bartlett Hayward to Mary W. Dulaney and Martha R. Rolph dated October 18, 1945 recorded in Libre ASG, Jr. No. 12 folio 251 and a deed of assignment from the said Mary W. Dulaney and Martha R. Rolph to Thomas J. Keating, Jr. dated August 31, 1946 and recorded among the land records of Queen Anne's County.

Default has occurred in terms of said mortgages.

The mortgagors J. Fletcher Rolph and Ada R. Rolph, his wife, are both deceased. The said J. Fletcher Rolph left surviving him as his only heirs of law a son J. Fletcher Rolph, Jr. and a daughter Martha R. Rolph who are both adults and both non residents of the state of Maryland residing in the state of New York. The said J. Fletcher Rolph, Jr. and Martha R. Rolph are not now in the military service of the United States as defined by the Soldiers and Sailors Civil Relief Act of 1940 nor have they been in such service within three months prior hereto.

THOMAS J. KEATING, JR.
 ASSIGNEE

STATE OF MARYLAND

to-wit:

QUEEN ANNE'S COUNTY

I HEREBY CERTIFY that on this 28th day of Sept. 1946 before the Clerk of The Circuit Court in and for Queen Anne's County personally appeared Thomas J. Keating, Jr. and made oath in due form of law that the matters and things set forth above are true to the best of his knowledge and belief.

A. SYDNEY GADD, JR.
 CLERK

Filed Sept. 28th, 1946

EXHIBIT #1
 Filed Sept. 28th, 1946.

#11,506 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 September, in the year nineteen hundred and twenty five, the following Mortgage was brought to be recorded, to wit:

THIS MORTGAGE, Made this thirtieth day of September, in the year nineteen hundred and twenty five, by J. Fletcher Rolph and Ada R. Rolph, his wife, of Queen Anne's County, in the State of Maryland;

Whereas, the said J. Fletcher Rolph is justly indebted unto E. Bartlett Hayward, of Baltimore City, State of Maryland, for money this day loaned to him in the full sum of Four Thousand Dollars (\$4,000.00), which said sum of Four Thousand Dollars (\$4,000.00) is to be repaid unto the said E. Bartlett Hayward at the expiration of three years from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the date of this mortgage at the rate of six per centum per annum.

AND WHEREAS, the said loan was made upon the express condition agreement that the said principal sum of Four Thousand Dollars (\$4,000.00), and the interest to accrue thereon, as aforesaid, and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by these presents;

NOW, THEREFORE, THIS MORTGAGE 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 J. Fletcher Rolph and Ada R. Rolph, his wife, do hereby grant and convey unto the said E. Bartlett Hayward, his heirs and assigns, in fee simple, ALL that lot or parcel of land, improved by a frame dwelling house, situate, lying and being in the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, fronting on the east side of Liberty Street in said town of Centreville, and adjoining on the south side the property of Thomas R. L. Price,

and on the north side the property of J. Henry C. Legg, being the same land which was conveyed to the said J. Fletcher Rolph by B. Palmer Keating, Executor of John Adams, by deed bearing date the twenty second day of September, eighteen hundred and ninety, and recorded in Liber W.D. No. 4, folios 555, etc., a land record book for Queen Anne's County aforesaid, excepting therefrom however, that part of said land which has heretofore been sold and conveyed to the State of Maryland by the said J. Fletcher Rolph and Ada R. Rolph, his wife, by deed bearing date the seventh day of May, nineteen hundred and twenty five, and recorded in Liber B.H.T. No. 3, folios 439 etc., a land record book for Queen Anne's County aforesaid.

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.

Provided, that if the said J. Fletcher Rolph, his heirs, executors, administrators or assigns, shall well and truly pay to the said E. Bartlett Hayward, his executors, administrators or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00), when and as the same shall become due and payable as above set forth, and the interest to accrue thereon as aforesaid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said J. Fletcher Rolph, his heirs and assigns, shall possess said property.

And the said J. Fletcher Rolph, 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 E. Bartlett Hayward, his executors, administrators or Companies approved by the said E. Bartlett Hayward, 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 E. Bartlett Hayward, his executors, administrators or assigns, or J. Frank Harper and William R. Horney, or the survivor of them, his and their hereby duly constituted Attorneys 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 J. Fletcher Rolph, 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 E. Bartlett Hayward, his executors, administrators or assigns, or J. Frank Harper, or William R. Horney, or the survivor of them, his and their said Attorneys 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. Fletcher Rolph, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS the hands and seals of the said Mortgagors:

Test: Robert Coursey

J. Fletcher Rolph (SEAL)

Ada R. Rolph (SEAL)

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

I HEREBY CERTIFY that on this thirtieth day of September, in the year nineteen hundred and twenty five, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared J. Fletcher Rolph and Ada R. Rolph, his wife, and each acknowledged the foregoing MORTGAGE to be their respective act; and at the same time before me, the subscriber, also personally appeared William R. Horney, Agent of E/ Bartlett Hayward, the within named mortgagee, and made oath in due form of law that the consideration stated in the foregoing MORTGAGE is true and bona fide as therein set forth, and further made oath as aforesaid that he is the Agent of the said E. Bartlett

Hayward the within named mortgagee.

Robert Coursey
JUSTICE OF THE PEACE

Deed of Assignment of above mortgage dated October 18, 1945, and recorded in Liber A.S.G. Jr. no 12, folio 251, a Land Record for Queen Anne's County.

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. 4, folios 165, 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 twenty eighth day of September in the year nineteen hundred and forty six.

(SEAL'S)
(PLACE)

A. SYDNEY GADD, JR.
Clerk

EXHIBIT #2
Filed September 28th, 1946.

#5715 QUEEN ANNE'S COUNTY, to wit; be it remembered that on the twenty first day of December, in the year nineteen hundred and sixteen, the following MORTGAGE was brought to be recorded, to wit:-

T H I S M O R T G A G E, made this twentieth day of December, in the year nineteen hundred and sixteen, by J. Fletcher Rolph and Ada R. Rolph, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said J. Fletcher Rolph is justly indebted unto Frank S. Dueley of Baltimore City in said State in the full and just sum of Four Thousand and Five Hundred Dollars (4500.00) for money loaned and advanced by the said Frank S. Dudley to the said said Fletcher Rolph to be repaid at the expiration of five years from the date hereof with the interest payable thereon in the meantime semi-annually from the date hereof, with the condition precedent agreement that said principal and interest would be paid at the times herein provided and the payment thereof secured by the execution of this mortgage.

NOW THEREFORE THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the said sum of Four Thousand and Five Hundred Dollars, the receipt of which is hereby acknowledged, the said J. Fletcher Rolph and the said Ada R. Rolph, his wife, do hereby grant and convey unto the said Frank S. Dudley, his heirs and assigns, in fee simple, the following real estate, to wit:-

ALL that lot or parcel of land situate in the town of Centerville, in the third election district of Queen Anne's County, Maryland fronting on Liberty Street in said town and extending through to Commerce Street in the rear, adjoining on the south side thereof the property of Thomas R. L. Price and on the north side thereof the property of J. Henry C. Legg and others, being the same and all the lot of land conveyed to the said J. Fletcher Rolph by deed from B. Palmer Keating, Executor of John Adams, dated the 22nd day of September, in the year eighteen hundred and ninety, and recorded in Liber W.D.#4, folio 555 &c., a land record book for Queen Anne's County aforesaid.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the buildings and improvements thereon erected and being.

PROVIDED, that if the said J. Fletcher Rolph, his heirs, executors, administrators or assigns, shall well and truly pay to the said Frank S. Dudley, his successors, executors administrators or assigns, the aforesaid sum of Four Thousand and Five Hundred Dollars and all interest to accrue thereon when and as the same shall become due and payable as hereinbefore provided for the payment thereof as above set forth and shall perform all the covenants, conditions and agreements herein on his their part to be performed, then this mortgage shall be void; and until default be made in the premises the said J. Fletcher Rolph, his heirs and assigns shall possess said property.

AND the said J. Fletcher Rolph, for himself, and 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 Frank S. Dueley, 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 Frank S. Dueley, his executors, administrators 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 Anne's 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 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 J. Fletcher Rolph 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 Frank S. Dudley, his executors, administrators 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 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. Fletcher Rolph, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

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

Test:-

J. FLETCHER ROLPH. (SEAL)

Robt. Coursey.

ADA R. ROLPH. (SEAL)

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 sixteen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared J. Fletcher Rolph and Ada R. Rolph, 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 Thomas J. Keating, Agent for the within named Frank S. Dudley, 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 Thomas J. Keating at the same time before me also made oath in due form of law that he is the duly authorized agent of the mortgagee, Frank S. Dudley, to make the oath as to the consideration stated in the foregoing mortgage.

ROBT. COURSEY.

Justice of the Peace.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the third day of July, in the year nineteen hundred and eighteen, the following Assignment was brought to be recorded, to wit:-

For value received, I hereby assign the within and foregoing mortgage to E. Bartlett Hayward, without recourse or guarantee.

Witness my hand and seal this first day of July in the year nineteen hundred and eighteen.

Test: Edw. M. Sills

FRANK S. DUDLEY (SEAL)

Deed of assignment of above mortgage dated October 18, 1945, is recorded in Liber A.S.G., Jr. No. 12, folio 251, a Land Record for Queen Anne's County.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:-

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber W.F.W. No. 9, folios 571, 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 twenty eighth day of September in the year nineteen hundred and forty six.

(SEAL'S)
(PLACE)

A. SYDNEY GADD, JR.

Clerk

EXHIBIT #3

Filed September 28, 1946.

#9181 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 twentieth day of March, in the year nineteen hundred and twenty two, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this eighteenth day of March, in the year nineteen hundred and twenty two, by J. Fletcher Rolph and Ada R. Rolph, his wife, of Queen Anne's County in the State of Maryland.

WHEREAS, the said J. Fletcher Rolph is justly indebted unto E. Bartlett Hayward, of Baltimore City, in the full sum of two thousand dollars for money loaned and advanced, with the condition precedent agreement that the payment thereof and of the interest to accrue thereon should be secured by the execution and delivery of these presents: And whereas, the said J. Fletcher Rolph has agreed, and does hereby agree to pay unto the said E. Bartlett Hayward, his personal representatives and assigns, said sum of two thousand dollars at the expiration of three years from the date hereof and to pay interest thereon semi-annually, in the meantime, at the rate of six per cent per annum.

Now therefore, this mortgage witnesseth that for and in consideration of the premises, and of the said sum of two thousand dollars, the receipt whereof if hereby acknowledged, the said J. Fletcher Rolph and Ada R. Rolph, his wife, do hereby grant and convey unto the said E. Bartlett Hayward, his heirs and assigns, in fee simple, the following real estate, to wit: All that lot or parcel of land situate in the town of Centreville, in the Third Election district of Queen Anne's County, Maryland, fronting on Liberty Street in said town extending through to Commerce Street in the rear, adjoining on the south side thereof the property of Thomas R. L. Price and on the north side thereof the property of J. Henry C. Legg, and others, being the same and all the lot of land conveyed to the said J. Fletcher Rolph by deed from B. Palmer Keating, Executor of John Adams, dated the 22nd day of September, in the 1890, and recorded in Liber W. D. No.4, folio 555 etc. a land record book for Queen Anne's County aforesaid.

Together with all the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the building and improvements thereon erected and being. Provided that if the said J. Fletcher Rolph, his heirs, executors, administrators or assigns, shall well and truly pay to the said E. Bartlett Hayward, his executors, administrators or assigns, the aforesaid sum of two thousand dollars and all interest to accrue thereon, when and as the same shall become due and payable as aforesaid, 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 the said J. Fletcher Rolph, his heirs and assigns, shall possess said property. And the said J. Fletcher Rolph, for himself, his heirs, executors, administrators and assigns hereby covenants to pay, as the 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 E. Bartlett Hayward, 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 E. Bartlett Hayward, his executors, administrators 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 Anne's 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 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 J. Fletcher Rolph, 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 E. Bartlett Hayward, his executors, administrators, 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 Anne's County, in Equity, and which said costs, expenses and commissions the said J. Fletcher Rolph, for himself, his heirs, executors, administrators, and assigns, hereby covenants to pay.

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

J. Fletcher Rolph, (SEAL)

Ada R. Rolph (SEAL)

Test: Robert Coursey

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

I hereby certify that on this eighteenth day of March, in the year 1922, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared J. Fletcher Rolph and Ada R. Rolph, 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 Thomas J. Keating, Agent for the Mortgagee, E. Bartlett Hayward, 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 Thomas J. Keating further made oath, at the same time before me, that he is the duly authorized agent of the said mortgagee, to make the oath as to the consideration stated in the foregoing mortgage.

Robert Coursey.

Justice of the Peace.

Deed of Assignment of above Mortgage dated October 18, 1945, is recorded in Liber A. S. G. Jr. No. 12, folio 251, a Land Record for Queen Anne's County.

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. 8, folios 392, 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 twenty eighth day of September in the year nineteen hundred and forty six.

Seals
Place

A. SYDNEY GADD, JR.
Clerk

EXHIBIT #4
Filed September 28, 1946.

#23,554 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 Second day of November, in the year nineteen hundred and forty five, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED OF ASSIGNMENT made this 18th day of October 1945, by E. Bartlett Hayward of Baltimore City in the State of Maryland.

WHEREAS the said E. Bartlett Hayward is the owner and holder of three certain mortgages covering certain real estate situate in the town of Centreville, Queen Anne's County, Maryland, said mortgages being:

A mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife, to Frank S. Dudley, dated December 20, 1916, and recorded in Liber W.F.W. No. 9 Folio 571, etc., a land record book for Queen Anne's County, and assigned on July 1, 1918 by the said Frank S. Dudley to the said E. Bartlett Hayward securing the principal sum of Four Thousand Five hundred Dollars (\$4,500.00).

A mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife, to E. Bartlett Hayward dated March 18, 1922, recorded in Liber J.F.R. No. 8, Folio 393, a land record book for Queen Anne's County, securing a principal sum of Two Thousand Dollars (\$2,000.00).

A mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife, to E. Bartlett Hayward dated September 30, 1925, recorded in Liber B.H.T. No. 4 Folio 165, etc., a land record book for Queen Anne's County, securing a principal sum of Four Thousand Dollars (\$4,000.00).

AND WHEREAS the said E. Bartlett Hayward is desirous of assigning the three aforesaid mortgages unto Mary W. Dulany and Martha R. Rolph and the survivor of them as joint tenants or joint owners.

Now, therefore, in consideration of the premises and for value received the said E. Bartlett Hayward does hereby transfer and assign unto Mary W. Dulany and Martha R. Rolph as joint owners and to the survivor of them and to the personal representatives and assigns of said survivor all of his, the said E. Bartlett Hayward's, right, title, interest and estate in and to the three mortgages aforesaid and the mortgage debts secured thereby and the real estate securing same, without recourse to or guarantee by the said E. Bartlett Hayward.

Witness my hand and seal the day and year herein first above written.

TEST:
FRANCES J. YATES

E. BARLETT HAYWARD (SEAL)
E. Bartlett Hayward

REHOBOTH CITY:
: To wit:
STATE OF :
DELAWARE :

This is to certify that on this 18th day of October 1945, before the subscriber, a Notary Public, of the City of Rehobeth State of Delaware personally appear-

ed E. Bartlett Hayward and did acknowledge the within and foregoing Deed of Assignment to be his act and deed.

I hereunto set my hand and notarial seal affix the day and year herein last above written.

FRANCES J. YATES (SEAL)
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 A.S.G., Jr. No. 12, folio 251, 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 twenty eighth day of September in the year nineteen hundred and forty six.

SEAL'S
PLACE.

A. SYDNEY GADD, JR.
Clerk

EXHIBIT #5
Filed September 28, 1946.

24,760 QUEEN ANNE'S COUNTY, TO WIT: Be it rem^{em}bered that on the Twenty Eighth day of September, in the year nineteen hundred and forty six, the following Deed of Assignment was brought to be recorded, to wit:-

THIS DEED of Assignment of mortgages made this 31st day of August 1946 by Mary W. Dulany and Martha R. Rolph, of Long Branch, New Jersey but temporarily in Queen Anne's County, Maryland.

WHEREAS the said Mary W. Dulany and Martha R. Rolph are, jointly, the holders, by assignment from E. Bartlett Hayward dated October 18, 1945 recorded in Libre A.S.G. Jr. No. 12 folio 251, a land record book for Queen Anne's County, of the three mortgages hereinafter mentioned, conveying certain real estate in the town of Centreville, Queen Anne's County, Maryland.

AND whereas it is the desire of the said Mary W. Dulany and Martha R. Rolph to collect the debts due under and secured by said mortgages by a foreclosure, if necessary, of said mortgages.

NOW, therefore, in consideration of the premises and the sum of One (\$1.00) Dollar the said Mary W. Dulany and Martha R. Rolph do hereby transfer and assign unto Thomas J. Keating, Jr. for collection, by foreclosure or otherwise, the following mortgages, to wit:-

1. A MORTGAGE from J. Fletcher Rolph and Ada R. Rolph, his wife, to Frank S. Dudley, dated December 20, 1916, and recorded in Libre W.F.W. No. 9 folio 571, etc., a land record book for Queen Anne's County, and assigned on July 1, 1918 by the said Frank S. Dudley to the said E. Bartlett Hayward securing the principal sum of Four Thousand Five Hundred Dollars (\$4,500.00).
2. A MORTGAGE from J. Fletcher Rolph and Ada R. Rolph, his wife, to E. Bartlett Hayward dated March 18, 1922, recorded in Libre J.F.R. No. 8 folio 393, a land record book for Queen Anne's County, securing a principal sum of Two Thousand Dollars (\$2,000.00).
3. A MORTGAGE from J. Fletcher Rolph and Ada R. Rolph, his wife, to E. Bartlett Hayward dated September 30, 1925, recorded in Libre B.H.T. No. 4 folio 165, etc., a land record book for Queen Anne's County, securing a principal sum of Four Thousand Dollars (\$4,000.00).

WITNESS our hands and seals the day and year first above written.

TEST:

PAUL B. SMITH
Paul B. Smith

PAUL B. SMITH
Paul B. Smith

MARY W. DULANY (SEAL)
Mary W. Dulany

MARTHA R. ROLPH (SEAL)
Martha R. Rolph

STATE OF MARYLAND

QUEEN ANNE'S COUNTY to - wit:

I HEREBY certify that on this 31st day of August 1946 before me the subscriber a notary public of the state of Maryland in and for Queen Anne's County appeared Mary W. Dulany and Martha R. Rolph and acknowledged the foregoing deed.

IN WITNESS whereof I here unto set my hand and notarial seal affix the day and year herein last above written.

Notary
Public
Seal.

PAUL B. SMITH
Notary Public
Paul B. Smith

My Commission Expires May 5th, 1947.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from Liber A. S. G. Jr. No. 15, folio 218, 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 on this 16th day of October, in the year nineteen hundred and forty six.

Seal
of
Circuit
Court.

A. SYDNEY GADD JR.
Clerk

Certified Copy of Bond
Filed October 25, 1946.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Fifth day of October in the year nineteen hundred and forty six, the following Bond was brought to be recorded, 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 Twelve Thousand Dollars (\$12,000.00), 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 our heirs, executors, administrators, and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 24th day of October in the year 1946.

WHEREAS the said Thomas J. Keating, Jr. as assignee of three certain mortgages, to-wit: a mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife to Frank S. Dudley dated December 20, 1916, recorded in Liber WFW No. 9 folio 571 etc.; a mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife, to E. Bartlett Hayward dated March 18, 1922 recorded in Liber JFR No. 8 folio 393 etc.; a mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife, to E. Bartlett Hayward dated September 30, 1925 recorded in Liber BHT No. 4 folio 165, is about to execute the powers of sale contained in said mortgages, default having occurred in the terms of said mortgages and same having by mesne assignments been assigned unto the said Thomas J. Keating, Jr. for foreclosure, and has docketed suit in the Circuit Court for Queen Anne's County in Equity for that purpose, as will appear by reference to the proceedings in said court entitled "Thomas J. Keating, Jr. Assignee vs. J. Fletcher Rolph and Ada R. Rolph, his wife, mortgagors" numbered 3499 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. 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 the mortgaged property or the proceeds thereof 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.

THOMAS J. KEATING JR. (SEAL)
Thomas J. Keating Jr.

BETTY P. LARRIMORE

FIDELITY & DEPOSIT COMPANY OF
MARYLAND

TEST AS TO SURETY.

BY WELSEY C. BROOKS
Welsey C. Brooks, Attorney-in-
Fact

DOROTHY W. HAGNER
Dorothy W. Hagner

Corporate Seal.

And attached hereto: Power of Attorney

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

Bond filed Security approved Oct. 25th, 1946.

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 371 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 on this 28th day
of October in the year nineteen hundred
and forty six.

Corporate
Seal's Place.

A. SYDNEY GADD, JR.
Clerk of Circuit Court

Plat and Certificate of Survey
Filed October 28, 1946.

THIS is to certify that I have surveyed, for Thomas J. Keating, Jr., Attorney, a lot of land situate in the town of Centerville in the Third Election District of Queen Anne's County, Maryland known as the J. Fletcher Rolph property on the Southeast side of Liberty Street and extending through to Commerce Street, adjoining on the north the property of the Legg Heirs and the property of Mabel Y. Shaw and on the south the T. R.L. Price Property now belonging to J. Grant Yates and the Armory Lot of the state of Maryland, being the same land described in a deed to J. Fletcher Rolph from B. Palmer Keating, Executor of John Adams, dated September 22, 1890 recorded in Liber W.D. N. 4 folio 555 etc., on of the land record books for Queen Anne's County LESS that portion thereof conveyed by said J. Fletcher Rolph and wife to the state of Maryland by deed dated May 7, 1925 recorded in Liber BHT No. 3 folio 439 etc., a land record book for Queen Anne's County, and at the request of said attorney I have made a plat of the same and have laid off the said lot in two parcels, Parcel No. 1 being the parcel fronting on Liberty Street and Parcel No. 2 being the parcel fronting on Commerce Street, said two parcels being described as follows:

PARCEL NO. 1

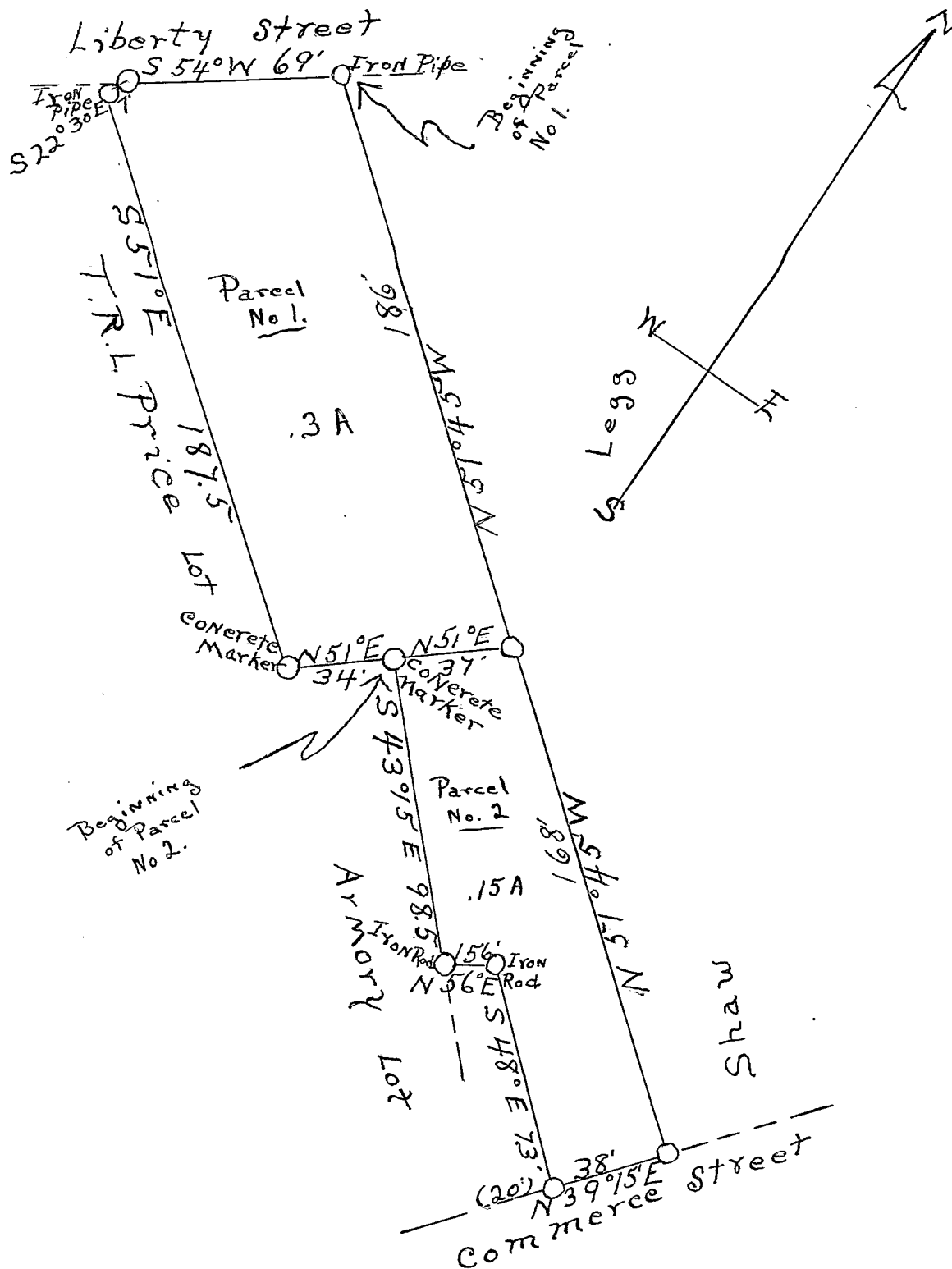
BEGINNING for the same on the southeast side of Liberty Street at a point marked by an iron pipe driven in the ground on the outside of the sidewalk where this property corners with the Legg property, and running thence with said Liberty Street south 54° west 69 feet to another iron pipe or pin set in the seam of the concrete driveway and on the outside of the sidewalk, thence across the sidewalk south 22° 30 minutes east 7 feet to another iron pin driven in the ground on the line of the Price or Yates property, thence with said last mentioned property south 51° east 187.5 feet to a concrete monument at the corner of the Yates and State Armory lots, thence with said armory lot, over another concrete monument which marks the north corner of same, and through the Rolph lot north 51° east 71 feet to a point in the line of the Legg land where a stake is driven and a stone is to be set, thence with said Legg land north 51° 45 minutes west 186 feet to Liberty Street and the point of beginning, containing Three-tenths ($3/10$) of an acre of land more or less.

PARCEL NO. 2

BEGINNING for the same at a concrete monument set in the ground at the north corner of the Armory Lot, where it adjoins the lot being hereby described, and running thence with said Armory Lot south 43° 15 minutes east 98.5 feet to an iron rod driven in the ground, thence north 56° east 15.6 feet to another iron rod in the ground, thence south 48° east 73 feet to the inside of the curbing on Commerce Street, thence with said Commerce Street north 39° 15 minutes east 38 feet to the Shaw property, thence with the same and with the Legg property north 51° degrees 45 minutes west 168 feet to a stake at a point where a stone is to be placed, thence with parcel No. 1 of the Rolph lot south 51° west 37 feet to the concrete marker, the place of beginning, containing Fifteen-One Hundredths ($15/100$) of an acre of land, more or less.

October 10, 1946

JOHN C. FISHER,
JOHN C. FISHER, SURVEYOR



Scale 1" = 50' October 10th 1946 John C. Fisher, Surveyor, Denton, Md.

Report of Sale
Filed November 6, 1946

THOMAS J. KEATING JR., ASSIGNEE : IN THE CIRCUIT COURT
VS. : FOR

J. FLETCHER ROLPH and ADA R. ROLPH, : QUEEN ANNE'S COUNTY, IN EQUITY
his wife, MORTGAGORS : CHANCERY # 3499

REPORT OF SALE

To The Honorable, the Judges of Said Court:
The report of Thomas J. Keating, Jr., Assignee, respectfully sets forth:

That default having occurred in the terms of the three following mortgages, by reason of the non-payment of interest or principal, to-wit: A mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife to Frank S. Dudley dated December 20, 1916 recorded in Liber WFW No. 9 folio 571 etc.; a mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife to E. Bartlett Hayward dated March 18, 1922 recorded in Libre JFR No. 8 folio 393 etc.; a mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife, to E. Bartlett Hayward dated September 30, 1925 recorded in Libre BHT No. 4 folio 165, said mortgages having, by mesne assignments, been assigned unto the said Thomas J. Keating, Jr. for foreclosure and collection, your assignee did docket suit in this court for foreclosure of said mortgages and caused to be filed herein certified copies of said mortgages and assignments and did thereupon proceed to advertise the mortgaged property for sale in the Queen Anne's Record-Observer a weekly newspaper printed and published in Queen Anne's County, Maryland for more than twenty-days prior to the day of sale, all of which will appear by reference to the certificate of publication of said advertisement filed herewith as a part hereof.

That your Assignee, believing that the mortgaged real estate would sell to better advantage by division into two lots, did engage John C. Fisher, Surveyor, to survey the property and divide the same, which was accordingly done, his certificate of survey and plat being filed in this cause; the lot described as parcel No. 1 being on Liberty Street and being improved by the main dwelling house and the lot described

as Parcel No. 2 being on Commerce Street and being improved by a small house at present occupied by a colored man.

That on the 29th day of October 1946 between the hours of one and two o'clock P. M. your Assignee, having previously filed a bond in this cause in the penalty of Twelve Thousand Dollars, with surety duly approved by the Clerk of this Court, did attend in front of the Court House door in Centerville and after reading the advertisement of sale did announce that the property would be sold in two parcels according to the survey and in addition to the terms set forth in the advertisement of sale it was announced that possession would be given upon final settlement for the property, that taxes would be adjusted as of the date of ratification of the sales and that existing insurance policies would be endorsed to protect purchasers pending ratification of the sale and final settlement.

Your Assignee then, through the Auctioneer, first offered Parcel No. 1 improved by the main dwelling and being more particularly set forth and described in the certificate of survey filed in this cause, and did sell the same unto Mary W. Dulany and Martha R. Rolph, as joint tenants, they being then and there the highest bidders therefor, through H. F. Callahan, their agent, at and for the sum of Nine Thousand Dollars (\$9,000.00).

And your Assignee, thereafter, through the Auctioneer, offered Parcel No. 2 improved by the small laborer's house and being more particularly set forth and described in the certificate of survey filed in this cause, and did sell the same unto Mary W. Dulany and Martha R. Rolph, as joint tenants, they being then and there the highest bidders therefor, through H. F. Callahan, their agent, at and for the sum of Seventeen Hundred Dollars (\$1700.00).

And your Assignee reports that as the purchasers are the real owners of the three mortgages under which these sales were made and as the purchase prices of the properties are less than the mortgage debts your Assignee did not require them to pay down any part of the purchase prices but upon ratification of the sales your Assignee believes that said purchasers will make satisfactory settlement by paying the costs of these proceedings and satisfaction for the balance of the purchase price.

The Report states the amount of sales to be Ten Thousand Seven Hundred Dollars (\$10,700.00).

RESPECTFULLY SUBMITTED

THOS. J. KEATING, JR.

ASSIGNEE.

This is to certify that on this 6th day of Nov. 1946 before me, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Assignee, 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 sales were fairly made.

A. SYDNEY GADD, JR.
CLERK.

Filed Nov. 6, 1946

MORTGAGE SALE
OF
VALUABLE REAL ESTATE

Under and by virtue of the power of sale contained in the following three mortgages to-wit: a mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife to Frank S. Dudley dated December 20, 1916 recorded in libre WFW No. 9 folio 571; etc.; a mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife, to E. Bartlett Hayward dated March 18, 1922 recorded in libre JFR No. 8 folio 393 etc.; a mortgage from J. Fletcher Rolph and Ada R. Rolph, his wife, to E. Bartlett Hayward dated Sept. 30, 1925, recorded in libre BHT No. 4 folio 165, the undersigned Assignee will offer and expose at public sale to the highest bidder in front of the Court House door in the town of Centerville, Queen Anne's County, Maryland, on TUESDAY, OCTOBER 29, 1946, between the hours of One and Two O'clock, P.M., all of the mortgaged property which is described as follows:

ALL that lot or parcel of land situate in the town of Centerville in the Third Election District of Queen Anne's County, Maryland, fronting on Liberty Street in said town and extending through to Commerce Street in the rear, adjoining on the south side thereof the property of, or formerly of Thomas R. L. Price, and on the north side thereof the property of, or formerly of J. H. C. Legg and others, being the same lot of land conveyed unto the said J. Fletcher Rolph by deed from B. Palmer Keating, executor of John Adams, dated the 22 day of September in the year 1890, and recorded in libre WD No. 4 folio 555 etc., a land record book for Queen Anne's County, excepting therefrom however that part of said land which has heretofore been sold and conveyed to the State of Maryland by the said J. Fletcher Rolph and Ada R. Rolph, his wife, by deed bearing date the 7 day of May 1925 and recorded in libre BHT No. 3 folio 439, etc., a land record book for Queen Anne's County aforesaid.

This property is improved by a large frame dwelling house, is in nice section of the town and offers an unusual opportunity for some one seeking a home.

TERMS OF SALE

One third of the purchase price will be required in cash on the day of sale and the balance thereof is to be paid in cash upon ratification of the sale by the Court. The purchaser will bear all expenses of title papers and revenue stamps. Other terms will be announced at the time of sale.

THOMAS J. KEATING, JR.
Assignee. 4t-10-24

J. Elmer Anthony, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. 11-6-1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Mortgage Sale of Real Estate in the case/estate of J. Fletcher Rolph and Ada R. Rolph a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 29th day of October 1946 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 3rd day of October 1946 and the last insertion on the 24th day of October 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

Filed Mov. 6, 1946

Nisi Sale
Filed Nov. 6, 1946

N I S I

Thomas J. Keating, Jr.,
Assignee,

VS.

J. Fletcher Rolph and
Ada R. Rolph, his wife,
Mortgagors.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY
Chancery No. 3499

ORDERED, This 6th day of November A. D., 1946, that the sale of real estate made and reported in this cause by Thos. J. Keating, Jr., Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th. day of January 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 7th. day of December next.

The Report states the amount of sales to be \$10,700.00.

A. SYDNEY GADD, JR. Clerk.

Clerk.

Filed Nov. 6, 1946

Statement of Mortgage Debt
Filed December 27th, 1946

THOMAS J. KEATING, JR.
ASSIGNEE

VS.

J. FLETCHER ROLPH and
ADA R. ROLPH, his wife
MORTGAGORS

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, IN EQUITY

STATEMENT OF MORTGAGE DEBT

1. Principal debt on mortgage from Rolph to Dudley dated 12/20/16 recorded in Liber WFW #9 folio 571-----	\$4,500.00	
interest claimed for 3 years @ 6%	810.00	
	<u>\$5,310.00</u>	\$5,310.00
2. Principal debt on mortgage from Rolph to Hayward dated 3/18/22 recorded in Liber JFR #8 folio 393-----	\$2,000.00	
interest claimed for 3 years @ 6% (there has never been any interest paid)	360.00	
	<u>\$2,360.00</u>	\$2,360.00
3. Principal debt on mortgage from Rolph to Hayward dated 9/30/25 recorded in Liber BHT #4 folio 165 int. 3 yrs. @ 6%	\$4,000.00	
	720.00	
	<u>\$4,720.00</u>	<u>\$4,720.00</u>
		<u>\$12,390.00</u>

MARY W. DULANY
Mary W. Dulany
ASSIGNEE

STATE OF NEW JERSEY
to-wit:
COUNTY OF MONMOUTH

THIS IS to certify that on this 26th day of December 1946 before the subscriber, a notary public of the state of New Jersey, in and for the County of Monmouth,

personally appeared Mary W. Dulany, one of the owners by assignment of the three mortgages hereinbefore mentioned, and made oath in due form of law that the foregoing statement of mortgage debt due under the three mortgages therein mentioned is true as therein set forth to the best of her knowledge and belief.

IN TESTIMONY whereof I have hereunto set my hand and notarial seal affixed the day and year herein last above written.

Notary
Public
Seal.

Filed December 27th, 1946.

MARIE E. DE PETER
NOTARY PUBLIC

MARIE E. DE PETER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 29, 1951

Certification and Publication
of Nisi Audit
Filed January 14, 1947

NISI RATIFICATION OF AUDIT

THOMAS J. KEATING, JR., ASSIGNEE

VS.

J. FLETCHER ROLPH AND ADA R. ROLPH,
HIS WIFE, MORTGAGORS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY
IN EQUITY

CHANCERY NO. 3499

ORDERED, This 6th day of November, A.D., 1946, that the sale of real estate made and reported in this cause by Thos. J. Keating, Jr., Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of January 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 7th day of December next.

The Report states the amount of sales to be \$10,700.00.

Filed: November 6, 1946

S. SYDNEY GADD, JR., Clerk

True Copy -

Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Jan. 14, 1947.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi Ratification of Sale (Erroneously headed Audit) in the case/estate of Thomas J. Keating, Jr. Assignee Vs J. Fletcher Rolph, his wife, Mortgagors Chancery No. 3499 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 7th day of December 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th day of November 1946, and the last insertion on the 28th day of November 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

Final Order of Ratification
Filed January 15, 1947

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Annes County, in Equity, this 14th day of January 1947, that the sale of the real estate made and reported in this cause and set forth in the foregoing Report of Sale by Thomas J. Keating, Jr. Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding order nisi; and the Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

Filed January 15, 1947

WM. R. HORNEY
JUDGE

Audit
Filed February 12th, 1947

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

Thomas J. Keating Jr., Assignee,
versus
J. Fletcher Rolph et al.,

)
)
)
CHANCERY DOCKET
CAUSE NO. 3499.

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 the proceedings of this cause that one J. Fletcher Rolph as the owner of the land described in the proceedings of this cause made three mortgages on his said land and that these mortgages were not paid by him, that he is now deceased, and that each mortgage after mesne assignments became vested in Thomas J. Keating, Jr., the Plaintiff of this cause, who by reason of his assignments has made sale of the mortgaged real estate under the powers of sale contained in the mortgages.

That the Auditor has stated the within account by first charging the Assignee with the gross sales made by him and then allowing him thereout his commissions, court costs, bond costs, costs of a survey of the mortgaged land, cost of his advertisements, the fee of the auditor.

The balance then remaining constitutes the net mortgage sales and is distributed unto said Assignee on account of the amount claimed under said mortgages as unpaid. Said balance is insufficient to pay the balance so claimed.

Respectfully submitted,

February 11, 1947.

MADISON BROWN AUDITOR

STATEMENT OF MORTGAGE DEBTS:

J. Fletcher Rolph, Mortgagor,	
To Thomas J. Keating, Jr., Assignee,	DR.
To amount due under the mortgage mentioned in this cause as per statement of mortgage debts filed in this cause, See Paper No. 10,	\$ 12,390.00
	CR.
By net proceeds of this cause per this audit	\$ <u>10,035.42</u>
	DR.
To balance due by the Mortgagor to said Assignee, \$	2,354.58

CAUSE NUMBER 3499.

The proceeds of the sales of the mortgaged real estate of J. Fletcher Rolph, the Mortgagor Owner making the three mortgages described in the proceedings of said Cause in ACCOUNT WITH Thomas J. Keating Jr., Assignee of each of said mortgages and as such Assignee, the Vendor making the mortgage sales under the powers of sale contained in said mortgages, and reported in this Cause.

CR.

1946,
October
29

By amount of the gross sales made the above date per report of sales of the vendor filed November 6th, 1946 (Paper No. 9), to wit: the sum of \$10,700.00

DR.

To Thomas J. Keating Jr., the Vendor making said sales for his commissions for so doing, per terms of sales contained in said mortgages and rule of this Court, to wit: the sum of \$ 473.00

To the same Vendor for the Court costs of this Cause per Statement of costs made by the clerk of the Court exhibited to the Auditor, as follows:

Appearance fee of T. J. Keating Jr.,	\$ 10.00
Cost due Clerk of the Court,	38.45
Total of these costs now allowed,	\$ <u>48.45</u> \$ 48.45

To the same Vendor for the cost of his bond containing corporate surety filed in this cause to be paid said surety per account for same produced to the Auditor, to wit: the sum of \$ 48.00

To the same Vendor for the cost of advertising notices of the sale in The Centreville Newspaper, per account for same exhibited to the Auditor, to wit: the sum of \$ 46.13

To the same Vendor for the charge of John C. Fisher, Surveyor, for making the survey of the mortgage land mentioned in the report of sale, per account for same exhibited to the Auditor, to wit: the sum of \$ 27.00

To the same Vendor for costs of advertising the order nisi relating to the report of sale, per account for same exhibited to the Auditor, the sum of . \$ 5.00

To the same Vendor for the costs of advertising the order nisi to be passed as to this audit, the sum of \$ 3.50

AMOUNTS CARRIED FORWARD

\$ 651.08

\$10,700.00

CAUSE NUMBER 3499:

Amounts brought forward,	DR. \$ 651.08	CR. \$10,700.00
	DR.	
To Madison Brown, the Auditor for his fee for stating this account,	\$ 13.50	
	<u>\$ 664.58</u>	
To amount carried below,	\$10,035.42	
	<u>\$10,700.00</u>	<u>\$10,700.00</u>

CR.

By balance brought down, to wit: the sum of \$10,035.42

DR.

To Thomas J. Keating Jr. as Assignee of each of the three mortgages mentioned in this Cause, the above balance, same being the net proceeds of the sales made by him on account of the amounts due to him under said mortgages, to wit: sum of	\$10,035.42	
	<u>\$10,035.42</u>	<u>\$10,035.42</u>

February 11th, 1947

MADISON BROWN
AUDITOR

Filed Feb. 12th, 1947

Nisi Audit
Filed Feb. 12th, 1947

NISI RATIFICATION OF AUDIT

Thomas J. Keating Jr.,
Assignee

VS

J. Fletcher Rolph, et al.

IN THE CIRCUIT COURT

For

QUEEN ANNE'S COUNTY
IN EQUITY Cause No. 3499

ORDERED, This 12th. day of February in the year nineteen hundred and forty 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 8th. day of March, 1947; provided a copy of this order be published once a week in each of two successive weeks before the 1st. day of March, 1947, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR. Clerk.

Filed February 12, 1947

Certified Publication of Nisi Audit
Filed March 8, 1947

Nisi Ratification of Audit

Thomas J. Keating Jr., Assignee

vs.

J. Fletcher Rolph, et al.

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

Cause No. 3499

ORDERED this 12th day of February in the year nineteen hundred and forty-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 8th day of March, 1947; provided a copy of this order be published once a week in each of two successive weeks before the 1st. day of March, 1947, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk.

Filed February 12, 1947

True Copy -
Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. March 8, 1947.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of Thomas J. Keating, Jr. Assignee vs J. Fletcher Rolph, et al Cause No. 3499 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD - OBSERVER, A WEEKLY NEWSPAPER printed

and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 1st. day of March 1947, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD - OBSERVER was on the 13th. day of February 1947, and the last insertion on the 20th. day of February 1947.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

Final Order of Ratification
Filed Mar. 11th, 1947

FINAL ORDER OF RATIFICATION

ORDERED this 11th day of March, 1947, by the Circuit Court for Queen Annes 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 Assignee is directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may be received.

Filed Mar. 11th, 1947

WM. R. HORNEY

JUDGE

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 Second day of January, in the year nineteen hundred and forty five, the following Petition For Sale Of Real Estate was filed for record, to wit:

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

A. Sydney Gadd, Jr.,
in his own right,

John Denwood Gadd,
in his own right,

Margaret Gadd Ashley,
in her own right,

A. Sydney Gadd, Jr., Trustee
under the will of Margaret T.
Gadd for the benefit of John Denwood Gadd,

CHANCERY NO. 3419

John M. Adhley, Trustee under
the will of Margaret T. Gadd
for the benefit of Margaret
Gadd Adhley,

Ruth B. Gadd, Trustee under
the will of Margaret T. Gadd
for the benefit of A. Sydney
Gadd, Jr.

vs.

Margaret R. Gadd, infant,
Anne B. Gadd, infant,
Janet D. Gadd, infant,
Mary Stewart Gadd, infant,
Albert Sydney Gadd of John D. Gadd, infant,
John M. Adhley, Jr., infant,
Mary D. Adhley, infant,
Sydney Gadd Ashley, infant.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of A. Sydney Gadd, Jr., adult, in his own right, John Denwood Gadd, adult, in his own right, and Margaret Gadd Ashley, adult, in her own right, and A. Sydney Gadd, Jr., as Trustee under the will of Margaret T. Gadd for the benefit of John Denwood Gadd, John M. Adhley, as Trustee under the will of Margaret T. Gadd for the benefit of Margaret Gadd Ashley, and Ruth B. Gadd, as Trustee under the will of Margaret T. Gadd for the benefit of A. Sydney Gadd, Jr., respectfully shows unto your Honors:

1. That Margaret T. Gadd, late of Queen Anne's County, deceased, departed this life on or about August 16th, 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 marked "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 a tract of land or small farm known as "Little Hut", situate on the northeastern or left side of the public road leading from Centreville to Ruthsburg via Railroad Avenue, in the Third Election District of Queen Anne's County, Maryland, located about one mile east of Centreville, and containing 45 acres, 1 rood and 14 perches of land, more or less, improved by a dwelling house and out-buildings, being the same property conveyed unto the said Margaret T. Gadd by John E. Wilson and wife by deed dated October 30th, 1909, and recorded among the land records of Queen Anne's County in Liber J.E.G. No. 8, folio 364, etc., a certified copy of which said deed is filed herewith and marked "Exhibit No.2", and which said property is referred to in the aforesaid last will and testament of Margaret T. Gadd in Item Nine (9) thereof.

3. That the aforesaid Item Nine (9) of said last will and testament devised said property known as "Little Hut" unto A. Sydney Gadd, the husband of Margaret T. Gadd, for and during his natural life and no longer, and with the power and authority to the said A. Sydney Gadd (Sr.) to sell and convey said property and to invest the proceeds of sale and to use the income therefrom for his support, and upon the death of the said A. Sydney Gadd (Sr.), said real estate (or proceeds of a sale thereof) was to immediately become part of the residue of the estate of Margaret T. Gadd and pass under and be subject to the provisions of Item Ten (10) of said Will of Margaret T. Gadd.

4. That as will appear by reference to the aforesaid Item Ten (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. Sydney Gadd, Jr., for life, one for the benefit of her son, John Denwood Gadd, for life, and one for the benefit of her daughter, Margaret T. Gadd, now Margaret Gadd Ashley, for life.

5. That by Item Eleven (11) of said Will, the Testatrix appointed her husband, A. Sydney Gadd (Sr.), and her half-sister, Anna B. Watson, Executors, both of whom are now deceased, the said Anna B. Watson having departed this life in the year 1906, and the said A. Sydney Gadd (Sr.) having departed this life on the 16th day of October, 1943, That the said Anna B. Watson predeceased the said Margaret T. Gadd.

6. That the said A. Sydney Gadd (Sr.) never sold said real estate and pro-

perty now stands as real estate in the residue of the estate of the said Margaret T. Gadd.

7. That the said A. Sydney Gadd, Jr., is Trustee for the said John Denwood Gadd as shown by the proceedings in this Court in Chancery Cause No. 3018.

8. That the said John M. Ashley is Trustee for the said Margaret Gadd Ashley as shown by the proceedings in this Court in Chancery Cause No. 3019.

9. That the said Ruth B. Gadd is Trustee for the said A. Sydney Gadd, Jr., as shown by the proceedings in this Court in Chancery Cause No. 3413.

10. That the only children of A. Sydney Gadd, Jr., are those now living and in being, and are the following, viz:

Margaret R. Gadd, infant, of Queen Anne's County, Md.
Anne B. Gadd, infant, of Queen Anne's County, Md.
Janet D. Gadd, infant, of Queen Anne's County, Md.

11. That the only children of John Denwood Gadd, are those now living and in being, and are the following, viz:

Mary Stewart Gadd, infant, of Baltimore County, Md.
Albert Sydney Gadd, infant, of Baltimore County, Md.

12. That the only children of Margaret Gadd Ashley are those now living and in being, and are the following, viz:

John M. Ashley, Jr., infant, of Queen Anne's County, Md.
Mary D. Ashley, infant, of Queen Anne's County, Md.
Sydney Gadd Ashley, infant, of Queen Anne's County, Md.

13. That your Petitioners have received a written offer from John M. Ashley and Margaret Gadd Ashley, his wife, of Centreville, Queen Anne's County, Maryland, to purchase the aforesaid property known as "Little Hut" for the sum of Five Thousand Dollars (\$5,000.00), a copy of which written offer is filed herewith and marked "Exhibit No. 3."

14. That your Petitioners, A. Sydney Gadd, Jr., John Denwood Gadd and Margaret Gadd Ashley, are entitled to an estate for life in said tract of land or small farm known as "Little Hut" above mentioned and described, under the terms and provisions of the aforesaid last will and testament of Margaret T. Gadd.

15. That your Petitioners deem it advisable to make said sale of said property known as "Little Hut" to the said John M. Ashley and Margaret Gadd Ashley, his wife, at and for the sum of \$5,000.00, as said offer is a very good offer for said property and is satisfactory to all your Petitioners.

16. That it would be for the benefit and advantage of all the parties to this Cause to sell the said real estate, and to invest the proceeds thereof in some productive fund or funds for their benefit.

17. That since the said A. Sydney Gadd and Anna B. Watson, Executors as aforesaid, are both dead, and no co-executor or co-executors were appointed as provided by Item 11 of said Will of the said Testatrix, there is no person appointed (nor does said last Will of Margaret T. Gadd provide for any such appointment, in such event) or having authority from the said Testatrix to sell and convey said real estate.

18. That your Petitioners are advised that they are entitled to make application to this Honorable Court under Article 16, Section 252, of the Code of Public General Laws of Maryland, (Flack's Edition of 1939), for a decree for a sale of said lands if it shall appear to be advantageous to the parties concerned.

19. That your Petitioners are entitled to an estate for life in said lands, and that the parties defendant in this Cause and your Petitioners are all the parties in being and having an interest in said lands.

20. That this Honorable Court, upon the sale of said real estate, direct the investment of the proceeds of sale so as to enure in like manner as by the will of Margaret T. Gadd aforesaid, to the use of the same parties who would be entitled to the land so sold by virtue of the provisions of the said will of Margaret T. Gadd aforesaid.

21. That the said

Margaret R. Gadd, infant,
Anne B. Gadd, infant,
Janet D. Gadd, infant,
John M. Ashley, Jr., infant,
Mary D. Ashley, infant,
Sydney Gadd Ashley, infant,

are all residents of Queen Anne's County, Maryland.

and

that the said

Mary Stewart Gadd, infant,
Albert Sydney Gadd, of John Denwood Gadd, infant, are both residents of Baltimore County, Maryland.

TO THE END THEREFORE:

1. That the said real estate may be sold, and the proceeds thereof re-invested under the authority of this Court.

2. That a Trustee may be appointed to sell and convey the property and pre-

mises known as "Little Hut" unto John M. Ashley and Margaret Gadd Ashley, his wife, at and for the sum of Five Thousand Dollars (\$5,000.00).

3. That your Orators may have such other and further relief as their case may require.

And as in duty bound, etc.,

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 DENWOOD GADD
John Denwood Gadd.

MARGARET GADD ASHLEY
Margaret Gadd Ashley
in her own right.

JOHN M. ASHLEY
John M. Ashley
Trustee under the will of
Margaret T. Gadd for the bene-
fit of Margaret Gadd Ashley.

RUTH B. GADD
Ruth B. Gadd.
Trustee under the will of
Margaret T. Gadd for the bene-
fit of A. Sydney Gadd, Jr.

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

I HEREBY CERTIFY, that on this 23, day of December, 1944, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared A. Sydney Gadd, Jr., in his own right, and A. Sydney Gadd, Jr., Trustee under the will of Margaret T. Gadd for the benefit of John Denwood Gadd, Margaret Gadd Ashley, in her own right, and John M. Ashley, Trustee under the will of Margaret T. Gadd for the benefit of Margaret Gadd Ashley, and Ruth B. Gadd, Trustee under the will of Margaret T. Gadd for the benefit of A. Sydney Gadd, Jr., 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, information and belief.

Witness my hand and notarial seal.

Notary
Public
Seal.

KATHERINE C. O'NEAL
Notary Public.

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

I hereby certify, that on this 27th day of December, 1944, before the Subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, duly commissioned and qualified, personally appeared John Denwood Gadd and made oath in due form of law that the matters and facts above set forth in the foregoing Petition are true as therein stated to the best of his knowledge, information and belief.

Witness my hand and notarial seal.

Filed Jan. 2nd, 1945.

MARY STEWART GADD
Notary Public.

Notary
Public
Seal.

Exhibit #1
Filed Jan. 2, 1945

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 antique 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 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 part, 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 thereof.

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 of 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, dur-

ing 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 invome 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 immediately terminate and 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

and in the presence of Almighty God he did solemnly promise or declare, with uplifted hand, in due form of law, that he does not know of any Will or Codicil to a Will of 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:

16th day of August A.D., 1910

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 at 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.

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 Margaret T. Gadd, deceased, as filed and passed in this office on August 16th, 1910, and recorded in Liber R. W. T. No. 1 Folio 311-etc., in the Orphans' Court for Queen Anne's County, Maryland.

Corporate
Seal
Place.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 23rd day of August 1944

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

Exhibit #2
Filed January 2, 1945

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Eighth day of November in the year Nineteen Hundred and five the following Deed was brought to be recorded, to wit:

This Deed of Conveyance, made this thirteenth day of October in the year nineteen hundred and five, by John E. Wilson and Anna T. Wilson his wife, of Kansas City, in Jackson County, in the State of Missouri, Witnesseth that for and in consideration of the full amount of Three Thousand Dollars, receipt of the said amount being hereby acknowledged, the said John E. Wilson and Anna T. Wilson, his wife do hereby grant and convey unto Margaret E. Gadd of Queen Anne's County, in the State of Maryland here heirs and assigns, in fee simple.

All that tract of land situate in the Third Election District of Queen Anne's County aforesaid, lying on the left hand side of the public road leading from Centreville to Ruthsburg and commonly called the "Hut" "The Little Hut", or by whatsoever name or names the same may be called or known, and which may be described by metes and bounds, courses and distances as follows, to wit: Beginning at the south west corner of said land where it corners, with the land of the McCabe heirs on the aforesaid public road and running thence with said road south thirty four degrees east, eighty one and eighty four one hundredths perches to the Cook farm; thence with said farm north thirty four and one fourth degrees east, one hundred and thirty six perches to the land formerly owned by the late James T. Earle; thence with said land north four degrees east forty perches to the Turpin land, commonly called "Locust Hill", thence with said land south fifty three and three fourths degrees west sixty and thirty one hundredths perches; thence north seventy four and three fourths degrees west, three perches; thence south thirty four and one half degrees west eighteen and one tenth perches; thence south seventy three degrees west, thirty one and and sixty eight one hundredths perches; thence with the said Turpin, and McCabe lands south fifty one and one half degrees west, forty one and sixty one hundredths perches to the said Place of beginning, containing forty five acres, one rood and fourteen perches of land, more or less, exclusive of that part of said tract heretofore conveyed, or condemned to the Queen Anne's and Kent Railroad Company, and being the land granted and conveyed to the said John E. Wilson by John J. Murray and wife by their deed bearing date the third day of September, in the year nineteen hundred and one and recorded in Liber J. E. G. No. 2, folio 258 & c., a Land Record for Queen Anne's County aforesaid, to which said deed and the references therein made reference is hereby made for further description of the said land. And the said John E. Wilson covenants that he will warrant specially the land hereby and above granted except against a mortgage thereon executed by the said John E. Wilson and Ann T. Wilson to Annie E. Wheeler, bearing date the seventh day of September in the year nineteen hundred and one and recorded in Liber J.E.G. No. 2, folio 259 &c., a Land record book for Queen Anne's County aforesaid, given to secure the payment of a debt evidenced by a note described in said mortgage of two thousand dollars, which said debt and note together with all interest to accrue thereon from and after the seventh day of September, nineteen hundred and five, the above named grantee has assumed and promised to pay, such assumption and promise being part of the consideration for the grant and conveyance of the said land to her; and the said John E. Wilson covenants that he will execute such others and further assurances of title to said land as may be or become requisite.

Witness their hands and seals.

Witness as to both
A. L. Cooper

JOHN T. WILSON (SEAL)

ANNA T. WILSON (SEAL)

STATE OF MISSOURI, JACKSON COUNTY, TO WIT:

I hereby certify that, on this thirtieth day of October in the year nineteen

hundred and five, before me, a Notary Public of the State of Missouri, in and for Jackson County resident and doing business in Kansas City, in said, in said State and County, and duly commissioned and qualified, personally appeared John E. Wilson, and Anna T. Wilson, his wife, and did each acknowledged the foregoing deed of conveyance to be their respective act.

In Testimony Whereof I have hereunto subscribed my name and affixed my Notarial Seal.

Notary
Public
Seal.

ARMWELL L. COOPER
Notary Public

My Commission expires October 20, 1908.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from Liber J.E.G. No. 8, folio 364 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 on this 19th day of December in the year nineteen hundred and forty four.

Corporate
Seal
Place.

A. SYDNEY GADD, JR.
Clerk of Circuit Court

Exhibit #3
Filed January 2, 1945

Centreville, Maryland.
December 23rd, 1944.

TO:
The Heirs of Margaret T. Gadd:

We, the undersigned, offer the sum of Five Thousand Dollars (\$5,000.00) for the farm and tract of land known as "Little Hut", situate on the northeastern or left side of the public road leading from Centreville to Ruthsburg via Railroad Avenue, in the Third Election District of Queen Anne's County, Maryland, located about one mile east of Centreville, and containing 45 Acres, 1 Rood and 14 perches of land, more or less, improved by a frame dwelling house and farm outbuildings, being same property conveyed to Margaret T. Gadd by John E. Wilson and wife by deed dated October 30th, 1909, and recorded in land records of Queen Anne's County in Liber J.E.G. #8, folio 364.

We agree to pay the said sum of \$5,000.00 unto a Trustee to be appointed by the Circuit Court for Queen Anne's County, in Equity, in a proper proceedings to be instituted in said court in order to obtain a decree of sale of this property to us; said property to be delivered to our possession January 1st, 1945, and we agree to pay all taxes from January 1st, 1945, and pay the costs of preparation of deed, recording costs, recordation and documentary stamps, and notary fees in the conveyance of the property, costs of any legal proceedings to be from the proceeds of sale.

Witness:- to both:

JOHN PALMER SMITH

JOHN M. ASHLEY

MARGARET G. ASHLEY

Subpoena
Filed January 3rd, 1945

Queen Anne's County, to wit:

The State of Maryland

TO
Corporate
Seal
Place.

Anne B. Gadd, 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 February next, to answer the complaint of A. Sydney Gadd, Jr. et al. against you in said court exhibited.

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

WITNESS, The Honorable J. Owne Knotts, Chief Judge of our said Court, the First Monday of January 1945 Issued the Second day of January 1945

John Palmer Smith

Solicitor for Complainants

A. SYDNEY GADD, JR.
Clerk

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 February next, being the Return Day.

A. SYDNEY GADD, JR.
Clerk

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

Served the within process by reading and leaving a copy with Anne B. Gadd, infant, & A. Sydney Gadd, Jr., parent this 3rd day of Jan. 1945.

Filed Jan. 3rd, 1945

LOUIS B. PERKINS
Sheriff

Subpoena
Filed January 4th, 1945

QUEEN ANNE'S COUNTY, to wit:

Corporate THE STATE OF MARYLAND
TO Seal
Place.

Sydney Gadd Ashley, 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 February next, to answer the complaint of A. Sydney Gadd, Jr., et al. against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of January 1945. Issued the Second day of January 1945.

John Palmer Smith
Solicitor for Complainants

A. SYDNEY GADD, JR. Clerk.

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 February next, being the Return Day.

A. SYDNEY GADD, JR. Clerk.

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

Served the within process by reading and leaving a copy of same with Sydney Gadd Ashley, infant, & J. M. Ashley, parent, this 4th day of Jan. 1945.

Filed Jan. 4th, 1945.

LOUIS B. PERKINS
Sheriff

Subpoena
Filed Jan. 4th, 1945

QUEEN ANNE'S COUNTY, to wit:

Corporate THE STATE OF MARYLAND
TO Seal
Place.

John M. Ashley, Jr., 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 February next, to answer the complaint of A. Sydney Gadd, Jr., et al. against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of January 1945. Issued the Second day of January 1945.

John Palmer Smith
Solicitor for Complainants

A. SYDNEY GADD, JR. Clerk.

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 February next, being the Return Day.

A. SYDNEY GADD, JR. Clerk.

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

Served the within process by reading & leaving a copy with J. M. Ashley, Jr. & J. M. Ashley, parent, this 4th day of Jan. 1945.

Filed Jan. 4th, 1945

LOUIS B. PERKINS
Sheriff

Subpoena
Filed Jan. 4th, 1945

QUEEN ANNE'S COUNTY, to wit:

THE STATE OF MARYLAND

TO

Corporate Seal Place. Mary D. Ashley, 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 February next, to answer the complaint of A. Sydney Gadd, Jr., et al. against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of January 1945. Issued the Second day of January 1945.

A. SYDNEY GADD, JR. Clerk

John Palmer Smith
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 February next, being the Return day.

A. SYDNEY GADD, JR., Clerk.

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

Served the within Process by reading and leaving a copy of same with Mary D. Ashley, infant, and M. G. Ashley, parent, this ___ day of Jan. 1945.

LOUIS B. PERKINS
Sheriff

Filed Jan. 4th, 1945.

Subpoena
Filed Jan. 15th, 1945

QUEEN ANNE'S COUNTY, to wit:

THE STATE OF MARYLAND

TO

Corporate Seal Place. Margaret R. Gadd, 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 February next, to answer the complaint of A. Sydney Gadd, Jr., et al. against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of January 1945. Issued the Second day of January 1945.

A. SYDNEY GADD, JR., Clerk

John Palmer Smith
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 February next, being the Return Day.

A. SYDNEY GADD, JR., Clerk

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

Within process served by reading & leaving a copy of same with Margaret R. Gadd, infant & A. S. Gadd, Jr. parent, this 15th day of January 1945.

LOUIS B. PERKINS
Sheriff

Filed Jan. 15th, 1945.

Subpoena
Filed Jan. 20th, 1945

QUEEN ANNE'S COUNTY, to wit:

THE STATE OF MARYLAND

TO

Corporate Seal Place. Mary Stewart Gadd, infant,

OF BALTIMORE COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear be-

fore the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of February next, to answer the complaint of A. Sydney Gadd, Jr., et al. against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of January 1945. Issued the Second day of January 1945.

John Palmer Smith
Solicitor for Complainants

A. SYDNEY GADD, JR. Clerk

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 February next, being the Return Day.

A. SYDNEY GADD, JR. Clerk.

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

Summoned Mary Stewart Gadd, and Infant this 18th day of January 1945, by reading subpoena to said Infant and a copy of subpoena left with Mary Stewart Gadd, Infant and a copy of subpoena left with Mary Stewart Gadd, Mother of said Infant.

Filed Jan. 20th, 1945.

GILBERT G. MILLER
Sheriff.

Subpoena
Filed Jan. 20, 1945.

QUEEN ANNE'S COUNTY, to wit:

THE STATE OF MARYLAND

TO

Albert Sydney Gadd, of John Denwood Gadd, infant,
Corporate
Seal
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 February next, to answer the complaint of A. Sydney Gadd, Jr., et al. against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of January 1945. Issued the Second day of January 1945.

John Palmer Smith
Solicitor for Complainants

A. SYDNEY GADD, JR. Clerk

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 February next, being the Return Day.

A. SYDNEY GADD, JR. Clerk

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

Summoned Albert Sydney Gadd, of John Denwood Gadd, an Infant this 18th day of January 1945 by reading subpoena to said Infant and a Copy of subpoena left with Albert Sydney Gadd, of John Denwood Gadd and Infant, and a Copy of Subpoena left with Mary Stewart Gadd, Mother, of said Infant.

Filed Jan. 20, 1945.

GILBERT G. MILLER
Shff.

Subpoena
Filed Jan. 27th, 1945

QUEEN ANNE'S COUNTY, to wit:

THE STATE OF MARYLAND

TO

Janet D. Gadd, infant,
Corporate
Seal
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 February next, to answer the complaint of A. Sydney Gadd, Jr., et al. against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of January 1945. Issued the Second day of January 1945.

A. SYDNEY GADD, JR. Clerk

John Palmer Smith
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 February next, being the Return Day.

A. SYDNEY GADD, JR. Clerk.

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

Served the within process by reading and leaving a copy with Janet D. Gadd, infant and A.S. Gadd, Jr., parent this 27th day of Jan. 1945.

Filed Jan. 27th, 1945.

LOUIS B. PERKINS Sheriff

Petition for Guardian Ad Litem
Filed January 29, 1945.

A. SYDNEY GADD, JR.,
et al.,

Complainants,

vs.

MARGARET B. GADD, infant,
et al.,

Defendants.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY,

Chancery No. 3419.

The Petition of the Complainants in this Cause, by John Palmer Smith, their solicitor, respectfully represent:

That the said Margaret B. Gadd, infant, Anne B. Gadd, infant, Janet D. Gadd, infant, Mary Stewart Gadd, infant, Albert Sydney Gadd of John D. Gadd, infant, John M. Ashley, Jr., infant, and Sydney Gadd Ashley, infant, the infant resident Defendants in this Cause, have been brought into this Honorable Court as parties Defendants by the proper process, to wit, by the personal service of the respective writs of subpoena upon the respective infants, and by leaving a copy of said respective subpoenas with the parents of the respective infant defendants as will appear by the returns endorsed on said respective subpoenas filed in this Cause, by the Defendants being infants, they cannot answer and defend the suit themselves.

Your Petitioners therefore pray your Honors to appoint a guardian ad litem to appear and answer for said infants.

And as in duty bound, etc.,

JOHN PALMER SMITH
Solicitor for Petitioners.

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

I hereby certify, that on this 29th day of January, 1945, before me, the Subscriber, the Deputy Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Solicitor for the Complainants in the above entitled Cause, and made oath in due form of law that the matter and facts in the foregoing Petition are true to the best of his knowledge and belief.

Filed January 29, 1945

NELLIE B. WHITELEY
Deputy Clerk of the Circuit
Court for Queen Anne's County, Md.

ORDER OF COURT
Filed Jan. 29th, 1945.

A. SYDNEY GADD, JR.,
ET AL.,

COMPLAINANTS.

VS.

MARGARET B. GADD, INFANT,
ET AL.,

DEFENDANTS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,
IN EQUITY.

CHANCERY No. 3419.

ORDER OF COURT.

ORDERED, this 29th day of January, 1945, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, upon the foregoing Petition and Affidavit, that Paul B. Smith, be, and he is hereby appointed guardian ad litem to appear, answer and defend for Margaret R. Gadd, Anne B. Gadd, Janet D. Gadd, Mary Stewart Gadd, Albert Sydney Gadd of John D. Gadd, John M. Ashley, Jr., Mary D. Ashley and Sydney Gadd Ashley, infant defendants in the above Cause.

WM. R. HORNEY
Judge.

Filed Jan. 29th, 1945.

ANSWER OF GUARDIAN AD LITEM
Filed January 29, 1945.

A. SYDNEY GADD, JR.,
ET AL.,
COMPLAINANTS,
VS
MARGARET B. GADD, INFANT,
ET AL.,
DEFENDANTS.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
CHANCERY No. 3419.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several Answer of Margaret B. Gadd, Anne B. Gadd, Janet D. Gadd, Mary Stewart Gadd, Albert Sydney Gadd of John D. Gadd, John M. Ashley, Jr., Mary D. Ashley and Sydney Gadd Ashley, infants, by Paul B. Smith, guardian ad litem duly appointed by Order of the Circuit Court for Queen Anne's County, in Equity, on the 29th day of January, 1945, to the Bill of Complaint of A. Sydney Gadd, Jr., and others against them in this Court exhibited, these Defendants, being infants, cannot admit any of the matter and things in said Bill alleged, and submit their rights thereunder to the protection of this Court.

And as in duty bound, etc.

PAUL B. SMITH
Guardian Ad Litem.

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

I HEREBY CERTIFY, that on this 29th day of January, 1945, before the Subscriber, Deputy Clerk of the Circuit Court for Queen Anne's County, personally appeared Paul B. Smith, Guardian Ad Litem for Margaret B. Gadd, Anne B. Gadd, Janet D. Gadd, John M. Ashley, Jr., Mary D. Ashley, Sydney Gadd Ashley, Mary Stewart Gadd and Albert Sydney Gadd of John D. Gadd, infants, and made oath in due form of law that the matter and facts in the foregoing Answer are true to the best of his knowledge and belief.

NELLIE B. WHITELEY
Deputy Clerk of the Circuit
Court for Queen Anne's County, Md.

Filed January 29, 1945.

EXAMINERS EXHIBIT #1
Filed February 7, 1945.

A. Sydney Gadd, Jr.,
et al.,

vs.

Margaret B. Gadd,
infant, et al.,

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IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
Chancery No. 3419.

To: Richard T. Earle, Esq., Examiner for the Court:

You are hereby notified that the Complainants in this cause desire to take testimony in support of the allegations contained in the Bill of Complaint filed therein; that a day be set by you for the taking of such testimony, and that notice thereof be given to the Guardian Ad Litem in this cause, Paul B. Smith.

JOHN PALMER SMITH
Solicitor for Complainants.

ADMISSION OF SERVICE OF NOTICE.

I, Paul B. Smith, Guardian Ad Litem of Margaret B. Gadd, Anne B. Gadd, Janet D. Gadd, Mary Stewart Gadd, Albert Sydney Gadd of John D. Gadd, John M. Ashley, Jr., Mary D. Ashley and Sydney Gadd Ashley, 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 this cause, to wit: on Wednesday February 7th 1945, at 2 o'clock P.M.

PAUL B. SMITH
Guardian Ad Litem.

Filed February 2nd, 1945
Richard T. Earle
one of standing Examiners.
Filed February 7th, 1945.

REPORT OF EXAMINERS & DEPOSITIONS
Filed February 7th, 1945

A. Sidney Gadd et al.,

vs

Margaret R. Gadd, Infant, et al.

#

In the Circuit Court for
Queen Anne's County,
in Equity.
Cause No. 3419.

REPORT AND DEPOSITIONS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

At the request of John Palmer Smith, attorney for Complainants, and Paul B. Smith admitting service of time of taking testimony, I met with the said John Palmer Smith and witnesses and took the hereinafter depositions, on Wednesday, February 6th., 1945, beginning at 2.15 P.M., the witnesses first having been sworn, depose and state as herein set forth.

RICHARD T. EARLE
One of the Standing Examiners.

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

Ans. A. Sidney Gadd, Jr., 46 years of age, residence on a farm near Centreville, Farmer and Clerk of the Circuit Court for Queen Anne's County.

2nd Q. Did you know Margaret T. Gadd? Is she living or dead, and if dead, when did she die? Did she leave any heirs at law, and if so, who were they, giving their names and approximate ages and residences?

Ans. Margaret T. Gadd was my mother, she died in September, 1912. She left as her heirs at law, myself, who is the oldest, 46, John Denwood Gadd, who is 39, lives at Towson, Md., and Margaret Gadd Ashley, 37, who with her husband lives near town.

3rd Q. Do any of the children of Margaret T. Gadd have children, and if so, who, and who are the grand-children of Margaret T. Gadd? Give their names, approximate ages, and residences?

Ans. I have the following children, to wit: Margaret Ruth Gadd, 19, Ann B. Gadd, 17, Janet D. Gadd, 13. John Denwood's Children are, as follows, to wit: Mary Stewart Gadd, about 7, Albert Sydney Gadd, about 4; Margaret has the following children, Mary D. Ashley, 18, John Malcolm Ashley, about 16, Sydney G. Ashley about 14; all of these children live either with their parents/away at school.

4th Q. Do you know the parties to this cause, and if so, who, and how long have you known them, and where do they live?

Ans. I have mentioned all the parties except John Ashley, my brother in law, and my wife, who is my trustee.

5th Q. Do you know the property known or called as "The Little Hut" located on the eastern side of the public road leading from Centreville via Railroad Avenue towards Ruthsburg, containing about 45 acres of land? If you know or are familiar with this Property, what in your estimation is its value and worth?

Ans. I am very familiar with the property, have known it for many years, I consider that the offer of \$5,000.00 for this property is a good offer for same.

6th Q. Kindly state whether or not, in your opinion, it would be for the benefit and advantage of all the parties to this Cause to sell the property known as "The Little Hut", and to invest the proceeds thereof in some productive fund or funds for the benefit of the parties to this cause? Give reasons for your answer?

Ans. I think it would be for the benefit and advantage of all the parties to make said sale for the property owned by several individuals is not susceptible of good management.

7th Q. An offer of \$5,000.00 cash has been made for the property known as "The Little Hut" above mentioned. Do you regard this as a fair and reasonable price for this little farm and tract of land?

Ans. I have covered this in my answer to preceding question.

8th Q. Would it, in your opinion, be to the interest, benefit and advantage of all the parties owning this property known as "The Little Hut", and interested therein, that the offer to purchase referred to be accepted, ratified and confirmed by the Circuit Court for Queen Anne's County, in Equity, or by the parties interested therein?

Ans. Yes, I do, for reasons previously set forth.

9th Q. Are all the parties Plaintiff in this cause adults? and are all the parties defendant in this cause infants or minors?

Ans. Yes, I have set forth all their ages to the best of my knowledge, their being two girls 19 and 18 and they are the oldest.

Examiner's Special?

Ans. No.

A. SYDNEY GADD, JR.

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

Ans. David D. Taylor, 78, live near Centreville on a farm, a farmer.

2nd Q. Did you know Margaret T. Gadd? Is she living or dead, and if dead, when did she die? Did she leave any heirs at law, and if so, who were they, giving their names and approximate ages and residences?

Ans. Yes, she was my sister, she died I think in September, 1912, she left three children, A. Sydney Gadd, John Denwood Gadd and Margaret T. Gadd, who is now married to John Ashley, all three are grown; Sydney Gadd and Margaret Ashley

live near Centreville and John Denwood Gadd lives at Townson, Baltimore County, Maryland.

3rd Q. Do any of the children of Margaret T. Gadd have children, and if so, who, and who are the grand-children of Margaret T. Gadd? Give their names, approximate ages, and residences?

Ans. A. Sydney Gadd has the following Children, to wit: Margaret Ruth Gadd, 19, Ann B. Gadd, 17, and Janet D. Gadd, 13, they live with their father near town; John Denwood Gadd has the following children, Mary Stewart Gadd about 7, Albert Sydney Gadd about 4 years of age; Margaret Ashley has the following children, Mary D. Ashley about 18, John Malcolm Ashley about 16, Sydney G. Ashley about 14 years of age, all live with their parents.

4th. Q. Do you know the parties to this cause, and if so, who, and how long have you known them, and where do they live?

Ans. I have already stated the names, ages and residence of all parties to this cause with the exception of John M. Ashley, who I have known for several years, is the husband of Margaret Ashley, formerly Margaret Gadd and also Ruth Ruth B. Gadd, the wife of A. Sydney Gadd, who I have known for sometime.

5th. Q. Do you know the property known or called as "The Little Hut" located on the eastern side of the public road leading from Centreville via Railroad Avenue towards Ruthsburg, containing about 45 acres of land? If you know or are familiar with this Property, what in your estimation is its value and worth?

Ans. I have known this property to be sold for \$4,500.00 and I consider \$5,000.00 is a good price.

6th. Q. Kindly state whether or not, in your opinion, it would be for the benefit and advantage of all the parties to this Cause to sell the property known as "The Little Hut", and to invest the proceeds thereof in some productive fund or funds for the benefit of the parties to this cause. Give reasons for your answer?

Ans. I think it would be the advantage of all concerned to sell this property, properly with life estates in three parties afterwards over will depreciate very much in value and be allowed to go down.

7th. Q. An offer of \$5,000.00 cash has been made for the property known as "The Little Hut" above mentioned. Do you regard this as a fair and reasonable price for this little farm and tract of land?

Ans. I do.

8th. Q. Would it, in your opinion, be to the interest, benefit and advantage of all the parties owning this property known as "The Little Hut", and interested therein, that the offer to purchase referred to be accepted, ratified and confirmed by the Circuit Court for Queen Anne's County, in Equity, or by the parties interested therein?

Ans. For reasons given in answer to Question 6, I think it would be to the advantage of all to sell.

9th. Q. Are all the parties Plaintiff in this cause adults? and are all the parties defendant in this cause infants or minors?

Ans. All plaintiffs are adults, the defendants are all infants.

Examiner's Special?

Ans. No.

DAVID D. TAYLOR

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

Ans. M. Emma Rolph, over 21 years of age, Centreville, house keeper.

2nd Q. Did you know Margaret T. Gadd? Is she living or dead, and if dead, when did she die? Did she leave any heirs at law, and if so, who were they, giving their names and approximate ages and residences?

Ans. Margaret T. Gadd was my sister. She died in September, 1912. She left her Husband S. Sidney Gadd and three children, to wit: A. Sydney Gadd, Jr., John Denwood Gadd and Margaret T. Gadd, now Margaret T. Asley. A. Sydney Gadd, Jr., is about 40 years of age, and Martgaret is about 37.

3rd. Q. Do any of the children of Margaret T. Gadd have children, and if so, who, and who are the grand-children of Margaret T. Gadd? Give their names, approximate ages, and residences?

Ans. A. Sidney Gadd, Jr., has three children, namely, Margaret Ruth Gadd, 19, Ann B. Gadd, 17, Janet D. Gadd 13; John Denwood Gadd has the following children, to wit: Mary Stewart Gadd. about 7, Albert Sydney Gadd about 4,; Margaret Ashely has the following children, to wit: Mary Dixon Ashley, about 18, John Malcolm Ashley about 16, Sydney Gadd Ashley about 14, all live with their parents.

4th Q. Do you know the parties to this cause, and if so, who, and how long have you known them, and where do they live?

Ans. I have mentioned all the parties to this suit, with the exception of Ruth B. Gadd, who is the wife of A. Sidney Gadd, whom I have known many years, and John M. Ashley, who is the husband of Margaret Ashley formerly Margaret Gadd. All parties to this cause live in Queen Anne's County, except John Denwood Gadd and his children, who live at Townson, Maryland.

5th Q. Do you know the property known or called as "The Little Hut" located on the eastern side of the public road leading from Centreville via Railroad Avenue towards Ruthsburg, containing about 45 acres of land? If you know or are familiar with this Property, what in your estimation is its value and worth?

Ans. I am very familiar with this property, I consider that \$5,000.00 is a fair price for this property.

6th Q. Kindly state whether or not, in your opinion, it would be for the benefit and advantage of all the parties to this Cause to sell the property known as "The Little Hut", and to invest the proceeds thereof in some productive fund or funds for the benefit of the parties to this cause? Give reasons for your answer?

Ans. I do, property held by several parties for life estate only with remainder over to many parties, in my opinion is bound to depreciate in value.

7th Q. An offer of \$5,000.00 cash has been made for the property known as "The Little Hut" above mentioned. Do you regard this as a fair and reasonable price for this little farm and tract of land?

Ans. I think that \$5,000.00 is a fair price and under conditions I think that the the sale would be a good one.

8th Q. Would it, in your opinion, be to the interest, benefit and advantage of all the parties owning this property known as "The Little Hut", and interested therein, that the offer to purchase referred to be accepted, ratified and confirmed by the Circuit Court for Queen Anne's County, in Equity, or by the parties interested therein?

Ans. In my opinion it would be of interest and benefit to all concerned.

9th Q. Are all the parties Plaintiff in this cause adults? and are all the parties defendant in this cause infants or minors?

Ans. I believe that they are.

Examiner's Special?

Ans. No.

M. EMMA ROLPH

Questions propounded by Mr. Smith. Being advised that there was no further testimony, I herewith file this report.

Two witnesses called besides one of the plaintiffs,
said witnesses waived fees and expenses

Richard T. Earle, Examiner-----\$8.00

Respectfully submitted.

RICHARD T. EARLE
One of Standing Examiners

Filed Feb. 7th, 1945.

DECREE OF SALE
Filed February 19, 1945.

A. SYDNEY GADD, JR., et al.,

vs.

MARGARET R. GADD, INFANT, ET AL.,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,
IN EQUITY.
CHANCERY No. 3419.

THIS CAUSE standing ready for hearing, and having been submitted, the proceedings were read and considered.

IT IS THEREUPON, THIS 19th DAY OF February, in the year nineteen hundred and forty-five, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that the real estate mentioned and described in these proceedings and known as "The Little Hut" be sold for the purpose of applying the money arising from such sale to the purposes intended and in the manner as provided and directed by the last Will and Testament of Margaret T. Gadd, deceased, it appearing to the court that a sale of the aforesaid property will be advantageous to the parties concerned and for their benefit and advantage of all the parties to this Cause to invest the proceeds thereof in some productive fund or funds for their benefit.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that said real estate be sold unto John M. Ashley and Margaret Gadd Ashley, his wife, as tenants by the entireties, at private sale and and for the sum of Five Thousand Dollars (\$5,000.00) in accordance with the said Ashleys' written offer to purchase said property filed in these proceedings as Exhibit No. 3; and it is further adjudged, ordered and decreed that JOHN PALMER SMITH 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 or Deputy Clerk of this Court a bond to the State of Maryland with corporate surety to be approved by said Clerk of the Court or the Deputy Clerk of this Court in the penalty of Five Thousand Dollars (\$5,000.00), and double that amount if personal surety be

given conditional upon 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 John M. Ashley and Margaret Gadd Ashley, his wife, as tenants by the entireties, upon the terms and conditions set forth in the aforesaid Exhibit No. 3, the purchase money to be paid as follows: The sum of Two Thousand Dollars (\$2,000.00) to be paid in cash at the time of sale and the remaining sum of Three Thousand Dollars (\$3,000.00) 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 to the said purchasers, 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 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 said purchasers and to their heirs and assigns in fee simple the property and estate so sold unto them, 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 direction of this Court in accordance with the provisions of the said last will and Testament of the said Margaret T. Gadd, deceased, in order that the net proceeds of sale may be invested so as to inure in like manner as by the provisions of the last will and testament of the said Margaret T. Gadd, deceased, to the use of the same parties who would be entitled to the land sold in the manner and method set forth in said Will.

WM. R. HORNEY
Judge.

Filed Feb. 19th, 1945.

CERTIFIED COPY OF BOND
Filed February 19, 1945

Queen Anne's County, to wit: Be it remembered that on this Nineteenth day of February in the year nineteen hundred and forty five, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, John Palmer Smith, as principal, and the Maryland Casualty Company,.....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 Five Thousand Dollars (\$5,000.00), 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 thses presents, sealed with our seals and dated this 19th day of February, in the year nineteen hundred and forty-five.

Whereas, the said John Palmer Smith was appointed Trustee by a Decree of the Circuit Court for Queen Anne's County, in Equity, dated the 19th day of February, 1945, 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 A. Sydney Gadd, Jr., et al., vs. Margaret R. Gadd, infant, et al.," No. 3419 on the Chancery Docket of said Court.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, John Palmer Smith, 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:

JOHN PALMER SMITH (SEAL)
John Palmer Smith

MARGARET E. LANE

MARYLAND CASUALTY COMPANY

BY DOROTHY E. CONNOLLY

MARGARET E. LANE

Its Attorney in Fact.

Corporate Seal.

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

Security approved and Bond filed Feb. 19, 1945.

NELLIE B. WHITELEY
Deputy Clerk

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

I hereby Certify that the foregoing is truly taken and copied from W.H.C. No. 1 folio 316 A Bond Record Book for Queen Anne's County.

Corporate Seal Place.

In Testimony Whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County on this 19th day of February in the year nineteen hundred and forty five.

Clerk of Court

REPORT OF SALE
Filed February 20th, 1945.

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

A. Sydney Gadd, Jr., et al.,
vs.
Margaret R. Gadd, infant, et al.,

CHANCERY NO. 3419.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this Cause by John Palmer Smith, Trustee, respectfully sets forth:

That pursuant to the Decree of this Honorable Court passed on the 19th day of February, 1945, your Trustee did proceed to file his bond to the State of Maryland in the penalty of Five Thousand Dollars (\$5,000.00) with corporate surety thereon, which said bond was duly approved by the Deputy Clerk of this Court and thereupon your Trustee did make sale, at private sale, of the real estate described in these proceedings, being All that Tract of land or small farm known as "Little Hut", situate on the northeastern or left side of the public road leading from Centreville to Ruthsburg via Railroad Avenue, in the Third Election District of Queen Anne's County, Maryland, located about one mile east of Centreville, and containing 45 acres, 1 rood and 14 perches of land, more or less, improved by a dwelling house and farm outbuildings, being the same property conveyed unto Margaret T. Gadd by John E. Wilson and wife by deed dated October 30th, 1909, and recorded among the land records of Queen Anne's County in Liber J.E.G. No. 8 folio 364, etc., and which is the same property referred to in Item Nine (9) of the last will and testament of Margaret T. Gadd, deceased, unto John M. Ashley and Margaret Gadd Ashley, his wife, as tenants by the entireties, in accordance with said Ashley's written offer to purchase same, a copy of which said written offer was filed herein as "Petitioners' Exhibit No. 3".

The said purchasers have complied with the terms of said Decree by paying unto your Trustee the sum of Two Thousand.....Dollars (\$2,000.00).

The Report of Sales states the amount of sales to be Five Thousand Dollars (\$5,000.00).

JOHN PALMER SMITH

Trustee.

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

This is to certify, that on this 20th day of February, 1945, before the Subscriber, Deputy Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith 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.

NELLIE B. WHITELEY

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

Filed February 20, 1945.

NISI SALE
Filed February 20, 1945.

N I S I

A. SYDNEY GADD, JR.
et al.

VS.

MARGARET R. GADD, infant
et al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY
IN EQUITY

CHANCERY NO. 3419

ORDERED, This 20th day of February A. D., 1945, that the sale of real estate made and reported in this cause by JOHN PALMER SMITH, TRUSTEE, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of March next.

The Report states the amount of sales to be \$5,000.00.

A. SYDNEY GADD, JR.

Clerk

Filed Feb. 20th, 1945.

CERTIFIED PUBLICATION NISI SALE
Filed March 27, 1945.

NISI

A. Sydney Gadd, Jr.
et al.

vs.

Margaret R. Gadd
infant, et al.

In the Circuit Court

for Queen Anne's County
In Equity
Chancery No. 3419

ORDERED, This 20th day of February A. D., 1945, that the sale of real estate made and reported in this cause by John Palmer Smith, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of March next.

The Report states the amount of sales to be \$5,000.00.

A. Sydney Gadd, Jr., Clerk

True Copy
Test: A. Sydney Gadd, Jr., Clerk
Filed, Feb. 20th, 1945

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md.....March 27th, 1945

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporated, does hereby certify that the Nisi in the case/estate of A. Sidney Gadd, Jr. et al vs. Margaret R. Gadd infant, et. al. Chancery No. 3419 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD - OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 26th day of March 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD - OBSERVER was on the 22nd. day of February 1945, and the last insertion of the 15th. day of March 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed Mar. 27th, 1945.

By JOHN H. PRICE

FINAL ORDER OF RATIFICATION
Filed April 27, 1945.

A. Sydney Gadd, Jr., et al.,

vs.

Margaret R. Gadd, infant, et al.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
Chancery No. 3419.

FINAL ORDER OF RATIFICATION.

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 27th day of April, 1945, that the sale of the real estate made by John Palmer Smith, 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 said John Palmer Smith, Trustee as aforesaid, is to be allowed the sum of Fifty Dollars (\$50.00) as his commissions pursuant to an agreement made by him with the parties plaintiff in this cause in the place and stead of the usual commissions allowed, and for all expenses, not personal, upon producing the vouchers therefor before the Auditor, and the papers and proceedings in this Cause are hereby directed to be submitted to the Auditor of this Court for a Report and Account.

WM. R. HORNEY
Judge

Filed April 27, 1945.

AUDIT
Filed May 23, 1945

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

A. S. Gadd, Jr.; et al.) Chancery Docket,
))
))
Margaret R. Gadd, infant, et al.) Cause No. 3419.

To the Honorable, the Judges of said Court:

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

It appears from these proceedings that Margaret T. Gadd, the Testatrix mentioned in this cause, at the time of her death was possessed of a tract of land called "Little Hut" which she by her will (see copy thereof marked Exhibit No. 1 filed in this cause) devised to A. S. Gadd, her husband, for his life, and then did provided by her will that at his death said real estate "shall become a part of the residue of my estate and pass under "and be subject to the provisions of Item 10 hereof" (said will).

A. S. Gadd, the husband of the Testatrix died October 16, 1943 and said land then became subject to said Item 10 of said will, and on February 19, 1945, said land was sold by John Palmer Smith as the trustee appointed to made said sale by the decree filed in this cause and this audit is for the purpose of making distribution of the net proceeds of the sale mentioned in accordance with said Item 10 of the will. In the annexed account the said trustee is charged with the amount of the gross sale made by him of said land per his report of sale filed herein and is then thereout allowed the expenses incident to the sale and to the proceedings of this cause and the balance then remaining, \$4813.70,

is the amount for distribution under said Item of said will. Under this item it appears that the three children of the Testatrix mentioned in the will are entitled to life estates in the proceeds of said sale.

Distribution is made of said net proceeds of sale by the within account in the following manner:

Unto A. S. Gadd, Jr., one of said children, is distributed one-third of said net sale for his life only,

Unto John Denwood Gadd, one of said children, is distributed one-third of said net sale for his life only,

Unto Margaret Gadd Ashley, one of said children, formerly Margaret T. Gadd, is distributed one-third of said net sale for her life only.

This distribution as set forth in the annexed account seems to be as far as the auditor can go or proceed in such distribution.

Which is respectfully submitted,

MADISON BROWN

AUDITOR.

May 23, 1945.

CAUSE NUMBER 3419

The proceeds of the sale of the real estate of A. Sydney Gadd, Jr., John Denwood Gadd and Margaret Gadd Ashley, life tenants with remainder owned by others, called "Little Hut", IN ACCOUNT WITH John Palmer Smith, the trustee appointed by the decree of the court passed in this cause to make said sale.

1945	CR.	
Feb.		
19	By amount of the gross sale of said real estate as made by said trustee on this date per his report of sale filed February 20, 1945 in this cause, to wit: the sum of	\$ 5000.00

DR.		
"	To John Palmer Smith, the trustee, for his compensation for making said sale per final order of ratification of sale passed on said report, to wit: the sum of	\$ 50.00
	To the same trustee for the Court costs of this cause per the bill of costs of same made by the clerk of this court, exhibited, that is to say:	
	Cost of A. S. Gadd, clerk,	\$ 48.55
	cost of Register of Wills,	7.25
	cost of L. B. Perkins, sheriff,	4.50
	cost of sheriff of Baltimore County,	1.50
	cost of Examiner,	8.00
	fee of Guardian ad Litem,	4.00
	Appearance fee of John Palmer Smith	10.00
	total of these costs,	\$ 83.80
	To the same trustee for the cost of his bond filed in this cause paid the corporate surety thereon per receipted account for same exhibited, the sum of	\$ 35.00
	To the same trustee for the cost of advertising the order nisi relative to sale,	\$ 5.00
	order nisi relative to this audit,	3.50
		\$ 8.50
	To Madison Brown, auditor for stating this audit, the sum of	\$ 9.00
		\$ 186.30
	To balance carried to next page for distribution among the parties entitled thereto under the will of Margaret T. Gadd, the sum of	\$4813.70
		\$5000.00
		\$5000.00
	By balance brought forward for distribution, sum of	\$4813.70

DR.		
To	A. S. Gadd, Jr. son of Margaret T. Gadd, Testatrix, for his life only, is now distributed one-third of said balance, to wit: the sum of	\$1604.56
	At the death of said A. S. Gadd, Jr. this sum	

becomes payable to his children living at the time of his death and to the issue of any deceased child and if he shall depart this life without leaving issue then this sum becomes payable in accordance with sub-paragraph A of Item 10 of the will of the Testatrix.

To John Denwood Gadd,
son of Margaret T. Gadd, Testatrix,
for his life only, is now distributed
one-third of said balance, to wit: the sum of \$ 1604.57

At the death of said John Denwood Gadd, this sum becomes payable to his children living at the time of his death and to the issue of any deceased child and if he shall depart this life without leaving issue then this sum becomes payable in accordance with sub-paragraph B of Item 10 of the will of the Testatrix.

To Margaret Gadd Ashley,
formerly Margaret T. Gadd, daughter of
Margaret T. Gadd, the Testatrix,
for her life only is now distributed
one-third of said balance, to wit: the sum of \$ 1604.57

At the death of the said Margaret Gadd Ashley this sum becomes payable to her children living at the time of her death and to the issue of any deceased child and if she shall depart this life without leaving issue then this sum becomes payable in accordance with sub-paragraph C of Item 10 of the will of the Testatrix.

\$ 5000.00 \$ 5000.00

May 23, 1945.

MADISON BROWN

AUDITOR.

Filed May 23rd, 1945.

NISI AUDIT
Filed May 23, 1945

NISI RATIFICATION OF AUDIT

A. S. Gadd, Jr., et al.

Vs

Margaret R. Gadd, infant, et. al.

IN THE CIRCUIT COURT
for QUEEN ANNE'S COUNTY
IN EQUITY

Cause No. 3419

ORDERED, This 23rd. day of May in the year nineteen hundred and forty 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 15th. day of June, 1945; provided a copy of this order be published once a week in each of two successive weeks before the 8th. day of June, 1945, in some newspaper printed and published in Queen Anne's County.

Filed May 23, 1945

A. SYDNEY GADD, JR. Clerk.

CERTIFICATE AND PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed June 19, 1945

NISI RATIFICATION OF AUDIT

A. S. Gadd, Jr., et al.

vs

Margaret R. Gadd, infant, et al.

IN THE CIRCUIT COURT
for QUEEN ANNE'S COUNTY
IN EQUITY

CAUSE NO. 3419

ORDERED, This 23rd day of May in the year nineteen hundred and forty 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 15th day of June, 1945; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of June, 1945, in some newspaper printed and published in Queen Anne's County.

Filed May 23, 1945

A. SYDNEY GADD, JR.

Clerk.

True Copy
 Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. June 19, 1945

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI RATIFICATION OF AUDIT in the case/estate of A. S. GADD, JR., et al vs. MARGARET R. GADD, infant, et al. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 15 day of June 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24 day of May 1945, and the last insertion on the 31 day of May 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
 PUBLISHING COMPANY

Filed June 19, 1945

By GLENN T. JAMES

ORDER OF COURT RATIFYING AUDIT
 Filed June 19, 1945

A. S. Gadd, Jr. et al.,

VS.

Margaret R. Gadd, Infant, et al.

In the Circuit Court for

Queen Anne's County,

In Equity. Cause No. 3419

ORDERED this 19th day of June, 1945, by the Circuit Court for Queen Anne's County, in Equity, that the Audit filed in this cause by Madison Brown, 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, as shown by the certificate of publication of Nisi to said audit; the trustee is directed to make distribution in accordance therewith, except the sums distributed to the three life tenants, which said sums shall be held by him pending the further order or orders of this Court in the premises.

WM. R. HORNEY

Judge.

Filed June 19, 1945

PETITION FOR DISTRIBUTION
 Filed Nov. 30, 1945

A. S. GADD, Jr., et al.,

vs.,

Margaret R. Gadd, et al.,
 infants.

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

Chancery No. 3419.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, Trustee in the above entitled Cause, respectfully says:-

1. That the Report and Account of the Auditor filed in this Cause was by this Honorable Court ratified and passed on June 19th, 1945, at which time the funds in this Cause were directed to be held subject to the future order of this Court.

2. That trust estates for each of the distributees in this Cause are being conducted under the jurisdiction of this Court in separate causes, as follows:

Chancery No. 3018, in trust for John Denwood Gadd, in which Cause A. Sydney Gadd, Jr., is Trustee;

Chancery No. 3019, in trust for Margaret Gadd Ashley, in which Cause John M. Ashley is Trustee;

Chancery No. 3413, in trust for A. Sydney Gadd, Jr., in which Cause Ruth B. Gadd is trustee.

3. That in the above respective trust estates the said respective trustees have been duly appointed by this Court and have duly qualified as such.

4. That your Petitioner desires to make distribution now of the trust fund in his hands held subject to the order of this Court unto the above named respective Trustees in the aforementioned trust estates of the distributees, and prays this Court to pass an order herein authorizing and directing him to make distribution of said trust fund to the respective aforementioned trustees of the respective distributees.

And as in duty bound, etc.,

JOHN PALMER SMITH
 Trustee.

Filed November 30, 1945.

ORDER OF COURT.

ORDERED this 1st day of December, 1945, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that John Palmer Smith, Trustee in Chancery Cause No. 3419, be, and he is hereby authorized and directed to pay over unto

A. Sydney Gadd, Jr., Trustee for John Denwood Gadd, in Chancery Cause No. 3018, the sum of \$1604.57 (and any accrued interest due thereon) as shown by the Audit filed in this Cause;

and unto

John M. Ashley, Trustee for Margaret Gadd Ashley, in Chancery Cause No. 3019, the sum of \$1604.56 (and any accrued interest due thereon) as shown by the Audit in this Cause;

and unto

Ruth B. Gadd, Trustee for A. Sydney Gadd, Jr., in Chancery Cause No. 3413, the sum of \$1604.56 (and any accrued interest due thereon) as shown by the Audit filed in this Cause;

and at the time of distribution by the said John Palmer Smith, Trustee in this Cause, each of the above named respective Trustees for John Denwood Gadd, Margaret Gadd Ashley and A. Sydney Gadd, Jr., shall execute and deliver unto the said John Palmer Smith, Trustee, a release in proper form for the respective sums of money distributed unto them.

Filed December 1, 1945.

WM. R. HORNEY
Judge

CAUSE NUMBER 2399

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirtieth day of June in the year nineteen hundred and twenty one, the following ORDER TO DOCKET SUIT was filed for record, to wit:

James T. Bright,
Mortgagee,

vs.

Annie U. Wilson,
T. Howard Wilson,
Mortgagors,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

J. F. Rolph, Clerk of the Circuit Court for
Queen Anne's County.

Mr. Clerk:-

You will docket suit as per the above titling upon your Chancery Docket, and file in said Cause a certified copy of the mortgage from Annie U. Wilson and T. Howard Wilson to James T. Bright, dated December 30th, 1914, and recorded in Liber W. F. W. #6, fol. 358, etc., a land record book for Queen Anne's County, Md., and you will enter my appearance for the Plaintiff in this cause.

JAMES T. BRIGHT
SOLICITOR FOR MORTGAGEE AND PLAINTIFF.

Centreville, Md.
June 28th, 1921.

CERTIFIED COPY OF MORTGAGE &c
Filed June 30th, 1921

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

THIS MORTGAGE, made this thirtieth day of December, in the year nineteen hundred and fourteen, by Annie U. Wilson and T. Howard Wilson, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Annie U. Wilson and T. Howard Wilson are justly indebted unto James T. Bright of Queen Anne's County, State of Maryland, in the full and just sum of Eight Hundred and Seventy Five Dollars, for money this day loaned, to be repaid with lawful interest at the rate of six per centum per annum, payable semi-annually, within three years from the date of this mortgage. And the said Annie U. Wilson and T. Howard Wilson hereby agree to pay the sum of Forty Dollars on account of the principal of said mortgage at each interest period of said mortgage. And it was expressly agreed by and between the parties to this mortgage that the prompt payment of the aforesaid principal and interest was to be secured and assured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH that in consideration of the premises and the further consideration of one dollar, the said Annie U. Wilson and T. Howard Wilson, do hereby grant and convey unto James T. Bright, of County and State aforesaid, his heirs and assigns, in fee simple, the hereinafter described real estate, to wit:-

A L L that lot of land situate at or near the town of Winchester, in Queen Anne's County, Maryland, having a frontage of sixty feet on the Main Road leading from Queenstown to Kent Island Narrows, and an even depth of two hundred feet, and known as Lot No. 12, bounded on one side by the lot of Ollie King, and on the other by the lot of Joseph Beecher. This being the same land which was conveyed unto Annie U. Wilson and T. Howard Wilson by Carey Saddler and Mina Saddler by deed dated the thirtieth day of December, in the year nineteen hundred and fourteen, and recorded in the Land Record of Queen Anne's County immediately preceding these presents.

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

PROVIDED, that if the said Annie U. Wilson and T. Howard Wilson, their heirs, executors, administrators, or assigns shall well and truly pay to the said James T. Bright, his successors, executors, administrators or assigns, the aforesaid sum of Eight Hundred and Seventy-Five 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 Annie U. Wilson and T. Howard Wilson, their heirs and assigns shall possess said Property.

AND the said Annie U. Wilson and T. Howard Wilson, 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 its insurable value, in some Company or Companies approved by the said James T. Earle, his successors,

executors, administrators or assigns, and to have the said policy or policies, so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, . . . successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said James T. Bright, his executors, administrators or assigns, or James T. Bright, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, and such other notice as party selling may deem expedient, for cash or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with a security to be approved by the person making the sale, and to apply the proceeds of the 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 Annie U. Wilson and T. Howard Wilson, or whoever may be entitled to same.

AND it is hereby agreed that when default is made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said James T. Bright, his executors, administrators, successors or assigns, or James T. Bright, 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 Annie U. Wilson and T. Howard Wilson, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness their hands and seals the day and year above written.

Test:
John F. Quail

ANNIE U. WILSON X (SEAL)
T. HOWARD WILSON (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, To Wit:

I hereby certify that on this 30th day of December, in the year nineteen hundred and fourteen, before me, the subscriber, a Justice of the Peace, of the State of Maryland, in and for Queen Anne's County, personally appeared Annie U. Wilson and T. Howard Wilson, and each acknowledged the foregoing mortgage to be their respective act.

JOHN F. QUAIL,
Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, To wit:

I hereby certify that on this fourth day of January, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace, of the State of Maryland, in and for Queen Anne's County, personally appeared James T. Bright, 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.

WM. E. THOMPSON,
Justice of the Peace.

QUEEN ANNE'S COUNTY, To wit: Be it remembered that on the fifteenth day of March in the year nineteen hundred and seventeen, the following ASSIGNMENT was brought to be recorded, to wit:-

For value received, I do hereby assign and transfer unto the Centreville National Bank of Maryland, a body corporate, the hereunto attached mortgage as collateral security for a note signed by James T. Bright and Mamie S. Bright, dated January 9th, 1915, and payable six months after date, drawn to the order of the Centreville National Bank of Maryland, for Ten Hundred and Fifty Dollars, and for any and all renewals either in whole or in part of said note.

Witness my hand and seal this ninth day of January, nineteen hundred and fifteen.

Test: J. F. Rolph

JAMES T. BRIGHT, (SEAL)

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

I hereby certify that the foregoing is truly taken and copied from Liber W. F. W., No. 6, Folio 358, etc, a land record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name, and affix the

Corporate
Seal
Place.

seal of the Circuit Court for Queen Anne County, this
30th day of June in the year Nineteen Hundred and Twen-
ty-One.

J. F. ROLPH Clerk.

Queen Annes County, to wit: Be it remembered that on the twenty seventh day of June 1921 the following assignment was brought to be recorded, to wit:

For value received, I do hereby assign unto James T. Bright of Queen Anne's County, in the State of Maryland the mortgage from Annie U. Wilson and T. Herman Wilson for the sum of Eight Hundred and Seventy five dollars (\$875.00) dated the 30th of December 1914 and recorded in Liber WFW No. 6 folio 358 etc. a Land Record Book for Queen Anne's County aforesaid.

Witness the hand of William R. Wilson, President of the Centreville National Bank of Maryland, a body corporate, and the corporate seal of the said body corporate hereto affixed.

Test: J. F. Rolph, Cashier WM. R. WILSON, President of
the Centreville National Bank of Maryland.

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

I hereby certify that the foregoing is truly taken and copied from Liber WFW No. 6, folio 358 &c, a Land Record Book for Queen Anne's County.

Corporate Seal Place. In Testimony Whereof, I hereto subscribe my name and affix my seal
this 30th day of June A. D. 1921.

J. F. Rolph, Clerk.

CERTIFIED COPY OF BOND
Filed July 2nd, 1921.

KNOW ALL MEN BY THESE PRESENTS that we, James T. Bright and James T. Earle of Queen Anne's County, in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ----- Dollars (\$1000.00), current money of the United State, 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 out seals and dated this Second day of July, in the year nineteen hundred and twenty-one.

Whereas the above bounded, James T. Bright by virtue of a power of sale contained in a mortgage from Annie U. Wilson and T. Howard Wilson, bearing date the 30th day of December, 1914, and recorded in Liber W. F. W. #6, fol. 358, a land record book for Queen Anne's County, Maryland, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained in said mortgage; and whereas, such default has occurred in not paying the principal sum of said mortgage and other covenants contained therein and said mortgage being to the said James T. Bright, Mortgagee, the said James T. Bright, Mortgagee, is about to execute the power of sale vested in him by said mortgage.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, James T. Bright, does and shall well and faithfully abide by and fulfil and order or decree of the Circuit Court for Queen Anne's County in Equity, or by any Court of Equity having jurisdiction, in relation to the sale of said property or the proceeds thereof, then this obligation to be void; otherwise it is to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:-

MARY E. FORMAN

JAMES T. BRIGHT (SEAL)

JAMES T. EARLE (SEAL)

REPORT OF SALE
Filed July 6th, 1921.

James T. Bright,
Mortgagee,

vs.

Annie U. Wilson,

T. Howard Wilson,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, IN

EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

This report of sale respectfully shows:-

That the said James T. Bright, by mortgage dated December 30th, 1914, and recorded in Liber W. F. W. #6, folio 358, a land record book for Queen Anne's County, by virtue of the power of sale contined in said mortgage to make sale of the property covered by said mortgage in case of default in the same, and default having occur red in the terms and conditions of said mortgage, the said Mortgagee after giving more than twenty days previous notice of the time, place, manner and term of sale in the Centreville

Observer, a newspaper printed and published in Queen Anne's County, Maryland, and after having filed an approved bond for the faithful performance of his trust in the Circuit Court for Queen Anne's County in the aboved entitled cause, did, in pursuance of said advertisements, attend in the town of Grasonville (formerly known and called Winchester), in front of the store house of Thomas J. Melvin, in Queen Anne's County, Maryland, on Saturday, July 2nd, 1921, between the hours of 2.30 and 2.45 P.M., and did and there offer at Public Auction the land and premises described in said mortgage, as follows, to wit:-

ALL that lot of land situate at or near the town of Grasonville (formerly Winchester), Queen Anne's County, Maryland, having a frontage of 60 feet on the main road leading from Queenstown to Kent Island Narrows, and an even depth of 200 feet, and being the property now owned and occupied by Annie U. Wilson and T. Howard Wilson. This property is improved by a practically new frame two-story dwelling house and necessary outbuildings.

And sold the same to Luther Jewell, his wife, they being then and there the highest bidder therefor, at and for the sum of Nine Hundred and Thirty Dollars (\$930.00).

The purchaser has paid the sum of Three Hundred Dollars (\$300.00), and will comply with the terms of sale upon final ratification of the sale.

All of which is respectfully submitted.

JAMES T. BRIGHT
MORTGAGEE.

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

I hereby certify, that on this 6th day of July, 1921, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared James T. Bright, the Mortgagee above set forth, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale to be true as therein set forth, and that the sale therein reported was fairly made.

J. F. ROLPH
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND.

Filed July 6th, 1921.

CERTIFICATE OF PUBLICATION OF MORTGAGEE'S SALE & PUBLICATION
Filed July 6th, 1921.

MORTGAGEE'S SALE

of valuable

HOUSE AND LOT

Situate in Grasonville,
Queen Anne's County,
Maryland.

The undersigned mortgagee, James T. Bright, by virtue of the power of sale contained in the mortgage from Annie U. Wilson and T. Howard Wilson, dated the 30th day of December, 1914, and recorded in liber W. F. W., No. 6-358, a land record record book for Queen Anne's County, Maryland, default having occurred in the covenants and agreements in said mortgage will sell at public sale on

S A T U R D A Y, J U L Y 2, 1 9 2 1

at the hour of 2.30 p. m., in front of the storehouse of Thomas J. Melvin, in Grasonville, Queen Anne's County, Maryland,

ALL THAT LOT OF LAND

situate at or near the town of Grasonville, Queen Anne's County, Maryland, having a frontage of 60 feet on the main road leading from Queenstown to Kent Island Narrows, and an even depth of 200 feet, and being the property now owned and occupied by Annie U. Wilson and T. Howard Wilson. This property is improved by a practically new two-story frame dwelling house and necessary outbuildings. The sale of this property offers an opportunity for anyone desiring a nice home in a prosperous community.

TERMS OF SALE: - One third of the purchase money in cash on day of sale. The balance in six and twelve months, respectively from date of sale, with interest from day of sale, properly secured to the satisfaction of the undersigned. A cash deposit of \$200 will be required at the time of sale. Other particulars made known on day of sale.

JAMES T. BRIGHT,

T. Frank Seward,

Mortgagee.

Auctioneer.

THE CENTREVILLE OBSERVER

Centreville, Md., July 6, 1921

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Mortgagee's Sale in the case of James T. Bright, Mortgagee, vs. Annie U. Wilson & T. Howard Wilson a true copy of which is hereto annexed, was inserted in THE CENTREVILLE

OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the second day of July in the year 1921.

THE CENTREVILLE OBSERVER PUBLISHING CO.

Filed July 6th, 1921

By BERTHA G. DURNEY

NISI

Filed July 6th, 1921

N I S I.

James T. Bright
Mortgagee

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

VS.

Annie U. Wilson
T. Howard Wilson

Chancery No. 2400

ORDERED, this 6th day of July A. D., 1921, that the sale of the real estate made and reported in this cause by James T. Bright, mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of August next.

The report states the amount of sale to be \$930.00.

Filed July 6th, 1921

J. F. ROLPH

Clerk.

ORDER NISI AND CERTIFICATION
Filed November 8, 1921

O R D E R N I S I.

James T. Bright, Mortgagee,
vs.

Annie U. Wilson and T. Howard Wilson.

In the Circuit Court for Queen Anne's County,
in Equity.
Chancery No. 2400.

Ordered, this 6th day of July, A. D., 1921, that the sale of the real estate made and reported in this cause by James T. Bright, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of August next.

The report states the amount of sales to be \$930.00.

J. F. ROLPH, Clerk.

True Copy - Test:

J. F. ROLPH, Clerk.

Filed July 6th, 1921.

THE CENTREVILLE RECORD

Centreville, Md. Oct. 27, 1921

THE CENTREVILLE RECORD PUBLISHING CO., hereby certifies that the Order Nisi in the case of Bright Mortgagee vs. Wilson, et al a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks (1st insertion being July 9/21) before the 11 day of August in the year 1921.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed Nov. 8, 1921

By E. H. BROWN, JR.

FINAL ORDER OF RATIFICATION.
Filed November 8, 1921.

FINAL ORDER OF RATIFICATION.

James T. Bright,
Mortgagee,

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, IN

vs.

EQUITY.

Annie U. Wilson,
T. Howard Wilson,

Cause No. 2399.

ORDERED, this eighth day of November, in the year 1921, 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 James T. Bright, Mortgagee and Vendor, and reported by him in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceding Order Nisi, passed in this Cause on the Sixth day of July, 1921, and the said James T. Bright, Mortgagee, is allowed the commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor of this Court, which are provided for in the mortgage.

Filed Nov. 8, 1921

PHILEMON B. HOPPER

STATEMENT OF MORTGAGE DEBT AND INTEREST
Filed October 27th, 1921

Statement of Mortgage Debt

Principal of Mortgage
Interest from December 30th, 1917.

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

I hereby certify that on this 27th day of November in the year nineteen hundred and twenty one before me the Clerk of the Circuit Court of Queen Anne's County, personally appeared James T. Bright, Mortgagee and made oath in due form of law that the foregoing Statement of the Mortgage Debt and interest is true and bona fide as above stated.

J. F. ROLPH, Clerk

CAUSE NUMBER 3424

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twentieth day of February, in the year nineteen hundred and forty five, the following ORDER TO DOCKET SUIT was filed for record, to wit:

Richard T. Earle, Assignee and attorney for collection of mortgage,	#	In the Circuit Court for
	#	Queen Anne's County,
VS.	#	in Equity.
George W. Miller, Mortgagor.		Cause No. 3424

To A. S. Gadd, Jr., Clerk of said Court:

You will docket suit forthwith as per above titling and file in the papers of said cause a certified copy of the mortgage given by Geo. W. Miller to Walter Jewell, dated August 10th., 1928, and recorded in Liber B. H. T. No. 8, folio 313 & etc., and the assignment thereof to Richard T. Earle for the purpose of foreclosure and collection.

Enter my appearance for the plaintiff.

#13,162. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered RICHARD T. EARLE
that on the fourteenth day of August, in the year nine- Richard T. Earle
teen hundred and twenty eight, the following Mortgage was
brought to be recorded, to wit:-
MORTGAGE
Filed February 25th, 1945

THIS MORTGAGE, Made this Tenth day of August, in the year nineteen hundred and Twenty Eight, by George W. Miller, single man, of Queen Anne's County in the State of Maryland, WITNESSETH,

WHEREAS, the said George W. Miller, single man, is justly and bona fide indebted unto Walter Jewell, in the full and just sum of Six Hundred Dollars, being for that amount of cash money this day loaned and advanced to the said George W. Miller by the said Walter Jewell, upon the condition precedent, that these presents should be executed to secure the payment of the said principal sum of Six Hundred Dollars within two years from the date of these presents and the interest to accrue thereon each six months or semi-Annually from this date.

Now, Therefore, In Consideration of the Premises and of said sum of Six Hundred Dollars, the said George W. Miller does hereby grant and convey in fee simple unto the said Walter Jewell, the following real estate, that is to say:

ALL That Lot or Parcel of land situate in the village of Grasonville (Formerly Winchester) in the Fifth Election District of Queen Anne's County, State of Maryland, containing one-half acre of land, more or less, bounded on the North and East by the property of James B. Rhodes on the South by the public road leading through Grasonville (formerly--Winchester) from Queenstown to Kent Island, and on the West by the lane leading from the aforesaid public road to the Railroad Station, at Grasonville (formerly Winchester) being the same Lot or Parcel of land conveyed to the said George W. Miller, by deed bearing date the 30th. day of January, in the year, 1912, which said Deed is to be recorded among the Land Record Books of Queen Anne's County, Maryland, in Liber W. F. W. NO. 1. folio 280 etc., and to which Deed 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 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 George W. Miller his heirs, executors, administrators or assigns, shall well and truly pay to the said Walter Jewell, his successors, executors, administrators or assigns, the aforesaid sum of Six Hundred Dollars, within two years from the date of these presents, and during the existence of this loan the interest thereon each six months at the rate of 6% per annum, 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 George W. Miller, his heirs and assigns, shall possess said property.

And the said George W. Miller, 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 Walter Jewell, 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 covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Walter Jewell 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 the said George W. Miller, 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 Walter Jewell 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 George W. Miller, for himself and for his heirs, executors, administrators and assigns, hereby covenants to pay.

AS WITNESS HIS HAND AND SEAL.

WITNESS: H. K. THOMAS

GEO. W. MILLER (SEAL.)

State of Maryland, Queen Anne's County, TO WIT:

I hereby certify that on this tenth day of August, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, afore-said, legally and duly commissioned and qualified, personally appeared George W. Miller, the within named Mortgagor and acknowledged the foregoing Mortgage to be his act; and now at the same same time also personally appeared before me, the subscriber, Walter Jewell, the within named Mortgagee and made oath in due form of Law that the consideration set out in the foregoing Mortgage is just and true and Bona fide as therein set forth. In Testimony whereof I have hereunto subscribed my name and affixed my Notarial seal the day and year first above written.

H. K. THOMAS

Notary
Public
Seal.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 23rd day of February, in the year nineteen hundred and forty four, the following Assignments were brought to be recorded, to wit:-

For value received, I hereby transfer and assign unto The Queenstown Bank of Maryland, a body corporate, the within and foregoing mortgage to the extent of three hundred and seventy five dollars.

Witness my hand and seal this May 1st, 1939.

Witness:

W. I. TUTTLE

WALTER JEWELL (SEAL)

For Value received, the within and foregoing Mortgage is hereby transferred and assigned to Walter Jewell to the extent of \$375.00..

In testimony whereof, The Queenstown Bank of Maryland, a body corporate, has caused these presents to be signed by its Vice-President, W.S. Cross, and its corporate seal to be hereto affixed, and attached by W. I. Tuttle, its Cashier, this 10th day of February, in the year of nineteen hundred and forty four.

Attest: W. I. TUTTLE
W. I. TUTTLE
W. I. Tuttle,
Its, Cashier.

QUEENSTOWN BANK OF MARYLAND

W. S. CROSS
W. S. Cross, its Vice-Pres.

Corporate Seals Place.

Queen Anne's County, to wit: Be it remembered, that on the twentieth day of February, 1945, the following assignment was brought to be recorded, to wit:

I hereby assign the within and foregoing Mortgage to Richard T. Earl, Attorney-at-Law for the purpose of foreclosure and collection.

Witness my hand and seal this 17th day of February, 1945.

Test: LEOLA CLEVINGER

WALTER JEWELL (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 folio 313 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

on this 20th day of Feb. in the year nineteen hundred and forty five,

A. SYDNEY GADD, JR.
Clerk of Court

STATEMENT OF MORTGAGE INDEBTNESS
Filed Feb. 21st, 1945.

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

I hereby certify that on this 17 day of February, 1945, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Walter Jewell, the mortgagee in a mortgage from George W. Miller, dated August 10th., 1928, and made oath in due form of law that there is due and owing under said mortgage the entire principal indebtedness of \$600.00 and interest thereon from August 10th., 1935. In witness whereof I have hereunto subscribed my name and affixed my Notary Seal.

LEOLA CLEVINGER
Notary Public.

Notary
Public
Seal.

STATEMENT OF MORTGAGE INDEBTNESS.

I hereby certify that on this 21st., day of February, 1945, before me, the subscriber, The Clerk of the Circuit Court for Queen Anne's County, personally appeared Richard T. Earle, attorney and assignee of a mortgage given by George W. Miller to Richard T. Earle and made oath in due form of law that there is due and owing under said mortgage the sum of \$600.00 principal mortgage indebtedness, and interest thereon from the 10th. day of August, 1935, together with 5% commission for the collection of same.

A. SYDNEY GADD, JR.
Clerk of Circuit Court for
Queen Anne's County.

AFFIDAVIT AS TO MILITARY SERVICE
Filed Feb. 21, 1945.

Richard T. Earle, attorney
and Assignee,
vs.
George W. Miller, Mortgagor

#

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

AFFIDAVIT AS TO MILITARY SERVICE.

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

I hereby certify that on this 21st. day of February, 1945, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Richard T. Earle, who being duly sworn, deposes and state, as follows, to wit:

I am an attorney at law, practicing law in Queen Anne's County.

That I have made diligent inquiry and from said inquiry have ascertained the following facts:

That George W. Miller, the mortgagor died intestate before these proceedings we instituted.

That the said intestate left the following heirs at law, to wit: Amanda Cook, who resides in Baltimore City, Maryland, Benjamin Mill, who resides in Queen Anne's County, Maryland: John E. Miller, who resides in Baltimore City, Maryland: Margaret E. Horney, who resides in Queen Anne's County, Maryland: Lillian Sutherland, who resides in Charles County, Maryland: That all above heirs are children of George W. Miller, who survived his wife, and are the heirs of George W. Miller, and that all of said heirs are over 21 years of age.

That none of the above named heirs at law of George W. Miller are engaged in the military service of the United States nor its allies nor have been engaged in such service for three months prior to the filing of this affidavit.

That none of said named heirs have been ordered to report for induction under the Selective Service Training and Service Act of 1940 as amended, and that none of them are members of the Enlisted Reserve Corps who have been ordered to report for military service.

A. SYDNEY GADD, JR.
Clerk of Circuit Court for
Queen Anne's County

CERTIFIED COPY OF BOND
Filed Feb. 21, 1945.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty first day of February in the year nineteen hundred and forty five, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Richard T. Earle of Queen Anne's County, State of Maryland, as principal and Glens Falls Indemnity Company of Glens Falls, New York, a body corporate, authorized by its charter to become sole surety on bonds, as surety, are held and bound unto the State of Maryland in the full and just sum of TWO THOUSAND DOLLARS (\$2,000.00) current money of the United States 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 heirs, executors, administrators and assigns, jointly and severally, in the whole and for the whole, firmly by these presents, sealed with our seals and dated this twentieth day of February in the year nineteen hundred

and forty five.

WHEREAS, the said Richard T. Earle, attorney, is about to foreclose a mortgage, given by George W. Miller to Walter Jewell, in which mortgage default has occurred, and which has been assigned to the said Richard T. Earle for the purpose of foreclosure and collection.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Richard T. Earle shall 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 such mortgaged property or the proceeds thereof; then this obligation shall be null and void; otherwise to be and remain in full force and virtue of law.

Signed, sealed and delivered in presence of

JOHN PALMER SMITH

RICHARD T. EARLE (SEAL)
Richard T. Earle

GLENS FALL INDEMNITY COMPANY

By L. HERMAN MEREDITH
L. Herman Meredith,
Attorney in fact.

Corporate Seal.

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

Bond filed Feb 21, 1945 with Security approved.

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 318 A Bond 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 on this 21st day of February in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk of Circuit Court

CERTIFIED COPY OF ADDITIONAL BOND
Filed Mar. 19, 1945.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Nineteenth day of March in the year nineteen hundred and forty five, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Richard T. Earle, of Queen Anne's County, State of Maryland, as principal, and Glens Falls Indemnity Company of Glens Falls, New York a body corporate, 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 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 heirs, executors, administrators and assigns, jointly and severally, in the whole and for them whole, firmly by these presents, sealed with our seals and dated this nineteenth day of March in the year nineteen hundred and forty five.

Whereas, the said Richard T. Earle, assignee of a certain mortgage given by George Miller to Walter Jewell and by him assigned to the assignee for the purpose of foreclosure and collection and the said real estate therein described having in due course been offered for sale under said mortgage and sold, brought at said sale the sum of \$2,800.00, having thereby forced the assignee to furnish this additional bond so as to cover the entire purchase price.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Richard T. Earle, shall 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 such mortgaged premises or the proceeds thereof; then this obligation shall be null and void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in presence of

JOHN PALMER SMITH

RICHARD T. EARLE (SEAL)
Richard T. Earle

GLENS FALLS INDEMNITY COMPANY

By L. HERMAN MEREDITH
L. Herman Meredith
Attorney in fact.

Corporate Seals
Place.

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

Bond with security approved filed this 19th day of March, 1945.

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 320 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 on this 19th day of March in the year nineteen hundred and forty five.

Seals
Place.

A. SYDNEY GADD JR.
Clerk of Court.

REPORT OF SALE
Filed Mar: 19, 1945.

Richard T. Earle, Assignee and	#	In the Circuit Court for
attorney for collection of mortgage	#	Queen Anne's County,
VS.	#	in Equity.
George W. Miller, Mortgagor.	#	Cause No. 3424.

R E P O R T O F S A L E .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The attorney and assignee having filed suit, file bond in the sum of Two Thousand Dollars and having given more than twenty days previous notice of the time, place, manner and terms of sale, did on Saturday, the 17th. day of March, 1945, on the premises offer the herein described real estate for sale to the highest bidder, after reading said advertisement, the auctioneer cried said real estate, the same being described as follows, to wit: All that lot or parcel of land situate in the village of Grasonville in the Fifth Election District of Queen Anne's County, Maryland, containing one half acre of land, more or less, bounded on the North and East by property now or formerly owned by James B. Rhodes, on the South by the State Road leading from Centreville to Kent Island, and on the West by the lane leading from the aforesaid State Road to the Railroad Station at Grasonville, being the same property described in the mortgage from George W. Miller to Walter Jewell and by him assignee to Richard T. Earle, terms of sale, one third of the purchase money in cash at time of sale balance upon ratification of sale, any unpaid balance to be secured by note or notes of purchaser with surety to be approved by the undersigned assignee, all deferred payments to bear interest from day of sale, or all cash on day of sale, at the option of the purchaser, taxes to be adjusted to day of sale, possession to be given upon ratification of sale, title papers and revenue stamps to be at expense of purchaser, also announced that premium on fire insuras to be adjusted to day of sale; the said property so offered was sold to James Edison Hunter and Lelia May Hunter, his wife, as tenants by the entireties, they being then and there the highest bidder, at and for the sum of TWENTY EIGHT HUNDRED DOLLARS (\$2,800.00) they elected to pay all cash and have paid the same for the property, that the assignee and attorney has furnished an additional bond for \$1,000.00, co as to cover full purchase price.

Respectfully submitted.

RICHARD T. EARLE
Richard T. Earle, Assignee and attorney
for collection of Mortgage.

MORTGAGE SALE OF REAL ESTATE and CERTIFICATION
Filed Mar. 19th, 1945.

M O R T G A G E S A L E

-Of-

REAL ESTATE
AT GRASONVILLE, MD.

Default havine occurred in the terms of a mortgage from Geo. W. Miller to Walter Jewell dated August 10th, 1928, recorded in Liber B.H.T. No. 8, folio 313 & etc., a Land Record Book for Queen Anne's County, and the mortgage having been assigned to Richard T. Earle, for the purpose of foreclosure and collection, the said attorney and assignee, will offer for sale and sell to the highest bidder, in execution of the power of sale in said mortgage on

Saturday, March 17th
at 2 o'clock, p.m.

on the mortgaged property, in the town of Grasonville, in Queen Anne County, Maryland, the land described in said mortgage, to wit: All that lot or parcel of land situate in the village of Grasonville in the Fifth Election District of Queen Anne's County, Maryland, containing one half acre of land, more or less, bounded on the North and East by property now or formerly owned by James B. Rhodes, on the South by the State Road leading from Centreville to Kent Island, and on the West by the lane leading from the aforesaid State Road to the Railroad Station, at Grasonville, being the same land conveyed to the said George W. Miller and Mary R. Miller, his wife, by deed dated the 30th day of January, 1912, from Alice O. Dadds and John W. Dadds, her husband, recorded in Liber W.F.W. No. 1, folio 280 & etc., a Land Record Book for Queen Anne's County, improved by a frame dwelling house in good condition.

Terms of Sale: One third of the purchase money in cash at time of sale balance upon ratification of sale, any unpaid balance to be secured by note or notes of purchaser with surety to be approved by the undersigned assignee, all deferred purchase money to bear interest from day of sale, or all cash on day of sale, at the option of the purchaser, taxes to be adjusted to day of sale, possession to be given upon ratification of sale; title papers and revenue stamps to be at the expense of the purchaser.

Further particulars made known on day of sale.

RICHARD T. EARLE
Attorney and Assignee

J. Elmer Anthony, Auctioneer 4t3-15

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. March 19th.1945

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate does hereby certify that the Mortgage Sale of Real Estate in the case Richard T. Earle Assignee and Attorney vs. George W. Miller, mortgagor. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 17th. day of March 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22nd. day of February 1945, and the last insertion on the 15th. day of March 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

Filed Mar. 19th, 1945.

By JOHN H. PRICE

NISI SALE
Filed March 19th, 1945.

N I S I

Richard T. Earle,
Assignee and attorney
for collection of mortgage

In the Circuit Court
for Queen Anne's County

VS.

In Equity

George W. Miller,
Mortgagor.

Chancery No. 3424

ORDERED, This 19th day of March A.D., 1945, that the sale of real estate made and reported in this cause by Richard T. Earle, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of May next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 21st day of April next.

The Report states the amount of sales to be \$2,800.00

Filed March 19th, 1945.

A. SYDNEY GADD, JR. Clerk.

CREDITORS' PETITION
Filed Mar. 27th, 1945.

Richard T. Earle, Assignee and attorney for collection of Mortgage,

#

In the Circuit Court for Queen Anne's County,

vs.

in Equity.

George W. Miller, Mortgagor.

Cause No. 3424.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The County Commissioners of Queen Anne's County, a municipal corporation, to the use of the Queen Anne's County Welfare Board, who files this petition not only on its own behalf but as well for all other creditors of George W. Miller, late of Queen Anne's County, Maryland, deceased, who will come in and contribute to the expenses of these proceedings.

1. That the said George W. Miller, a resident of Queen Anne's County, Maryland, departed this life, intestate on or about the 25th. day of September, 1944, being at the time of his death indebted unto your petitioner in the sum of \$422.25 for and on account of financial assistance rendered him in his life time, as will fully appear by a statement of said Account, marked "Petitioner's Exhibit No. 1" filed herewith and made a part hereof.
2. That the said George W. Miller, deceased, was at the time of his death, seized and possessed of the real estate mentioned and described in these proceedings, and which, since his death, has been sold under the power of sale contained in mortgage foreclosed in this cause.
3. That the said George W. Miller, deceased, intestate, left no personal estate and that letters of administration on real estate only have been granted to his son Benjamin Miller.
4. That the real estate mentioned in the mortgage herein, was after the death of the said George W. Miller, sold under foreclosure proceedings in these proceedings for the payment of the principal mortgage debt, interest, commissions and costs; and that the aforesaid real estate sold for the sum of \$2,800.00, a sum far in excess for the payment of said mortgage indebtedness, commissions and costs, and your petitioner is advised and so alleges that your petitioner and all other creditors of the said George W. Miller, deceased, have a right to have said excess sum, or so much thereof as may be necessary, distribute to them in satisfaction and payment of any claim that they may have against the said George W. Miller, deceased.
5. That the said George W. Miller, deceased, being seized and possessed of any equity of redemption in the real estate sold herein, left surviving him as his only heirs at law, the following children, to wit: Amanda Cook, Benjamin Miller, John E. Miller, Margaret E. Horney and Lillian Sutherland, who are each entitled to one fifth interest in said excess net proceeds of sale subject to the debts of the said George W. Miller, deceased.
6. That the said Amanda Cook is a widow and resides in Grasonville, Queen Anne's County, Maryland; that the said Benjamin Miller is married to Daisy Miller and they reside in

Queen Anne's County, Maryland; that the said John E. Miller is a widower and he resides in Baltimore City, Maryland; that the said Margaret E. Horney is married to Raymond Horney and they reside in Queen Anne's County, Maryland; that the said Lillian Sutherland is married to Raymond Sutherland and they reside in Rison, Charles County, Maryland; that all of said heirs at law are adults.

TO THE END, THEREFORE:

That the excess net proceeds of sale of the real estate sold in this cause, or so much thereof as may be necessary, be distributed to the payment of the claim of your petitioner and all other creditors of the said George W. Miller, deceased, who may come in and contribute to the expenses of these proceedings. That your petitioner may have such other and further relief as may be right and proper in the premises.

May it please the Court to grant unto your petitioner the writ of subpoena directed to the Sheriff of Queen Anne's County, Maryland, commanding him to summons the said Amanda Cook, Benjamin Miller and Daisy Miller, his wife, and the said Margaret E. Horney and Raymond Horney, her husband, and to the sheriff of Baltimore City, Maryland, to summons John E. Miller, and to the Sheriff of Charles County, Maryland, to summons Lillian Sutherland and Raymond Sutherland, her husband, for each to appear in this Court on a day certain to be named therein to answer this petition and to abide by and perform any order or decree that may be passed in the premises. And a Notice to the Creditors of the said George W. Miller, deceased, notifying them to file their claims with proper vouchers thereto annexed with the Clerk of this Court on or before a day certain to be named in said notice or else be barred from participating in the distribution of said surplus proceeds of mortgage sale.

And as in duty bound &etc.

JOHN PALMER SMITH
Atty. for Petitioner.

Filed Mar. 27th, 1945.

NOTICE TO CREDITORS
Filed April 6th, 1945.

RICHARD T. EARLE, ATTORNEY AND
ASSIGNEE
VS.
GEORGE W. MILLER,
MORTGAGEE.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
Chancery No. 3424.

NOTICE TO CREDITORS

ORDERED, this 6th day of April 1945, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the Creditors of George W. Miller, late of Queen Anne's County, deceased, and all persons who may be entitled to participate in the distribution of the surplus proceeds of sale remaining after satisfying the mortgage under which the real estate of George W. Miller, deceased, was sold, be, and they are hereby notified to file their claims with the Clerk of the Circuit Court for Queen Anne's County, on or before the 15th day of June, 1945, next; provided a copy of this Order be published in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 5th day of May, 1945, next.

WM. R. HORNEY
Judge.

NISI and CERTIFICATION
Filed May 21, 1945.

N I S I

Richard T. Earle
Assignee and Attorney
for collection of mortgage

vs.

George W. Miller,
Mortgagor

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

Chancery No. 3424

ORDERED, This 19th day of March A.D., 1945, that the sale of real estate made and reported in this cause by Richard T. Earle, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of May next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 21st day of April next.

The Report states the amount of sales to be \$2,800.

A. SYDNEY GADD,
Clerk

Filed March 19, 1945

True Copy
 Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. May 19th. 1945

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case/estate of Richard T. Earle, Assignee & Attorney for collection of mortgage vs. George W. Miller, Mortgagor Chancery No. 3424 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 21st. day of April 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29th. day of March 1945, and the last insertion on the 19th. day of April 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
 PUBLISHING COMPANY

By JOHN H. PRICE

RATIFICATION OF REPORT OF SALE
 Filed May 22, 1945.

ORDERED this 22nd day of May in the year nineteen hundred and forty five by The Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing sale of real estate made and reported in this cause by Richard T. Earle, Assignee and attorney for collection of mortgage, 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 previous order nisi. The said Assignee and attorney is allowed the usual commissions and all expenses in making said sale, not personal, upon the production of proper vouchers therefor.

WM. R. HORNEY
 Judge.

SUBPOENA FOR RESPONDENT
 Filed May 30, 1945.

QUEEN ANNE'S COUNTY, to wit:

THE STATE of MARYLAND

TO Seal's
 Place.

Margaret E. Horney and Raymond Horney, 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 June next, to answer the complaint of The County Commissioners of Queen Anne's County against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of May 1945. Issued the Twenty Fourth day of May 1945.

John Palmer Smith

A. SYDNEY GADD, JR. Clerk

Solicitor for Petitioners

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.

A. SYDNEY GADD, JR. Clerk

And on the back of the foregoing Subpoena is thus endorsed, to wit:

"Summons by reading same to Margaret E. Horney and Raymond Horney and leaving a Copy of same. May 30, 1945 LOUIS B. PERKINS, Sheriff."

SUBPOENA FOR RESPONDENT
 Filed May 30, 1945.

QUEEN ANNE'S COUNTY, to wit:

THE STATE OF MARYLAND

TO Seal's
 Place.

Benjamin Miller and Daisy Miller, his wife,

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of June next, to answer the complaint of The County Commissioners of Queen Anne's County against you in said court exhibited.

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

WITNESS, The Honorable J. Owne Knotts, Chief Judge of our said Court, the First Monday of May 1945. Issued the Twenty Fourth day of May 1945.

John Palmer Smith
Solicitor for Petitioners

A. SYDNEY GADD, JR. Clerk

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.

A. SYDNEY GADD, JR. Clerk.

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

"Summons by reading same to Benjamin Miller and Daisy Miller and leaving a Copy of same. May 30, 1945. LOUIS B. PERKINS, Sheriff."

SUBPOENA FOR RESPONDENT
Filed May 30, 1945.

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

TO Seal's
Place.

Amanda Cook

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of June next, to answer the complaint of The County Commissioners of Queen Anne's County against you in said court exhibited.

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

WITNESS, The Honorable J. Owne Knotts, Chief Judge of our said Court, the First Monday of May, 1945. Issued the Twenty Fourth day of May 1945.

A. SYDNEY GADD, JR. Clerk

John Palmer Smith

Solicitor for Petitioners

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.

A. SYDNEY GADD, JR. Clerk.

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

"Non est May 30, 1945, LOUIS B. PERKINS, Sheriff."

ORDER TO ISSUE WRIT OF SUBPOENA
Filed May 30, 1945.

Richard T. Earle, Assignee

vs.

George W. Miller,

Mr. A. S. Gadd, Jr., Clerk of the Court:-

In the Circuit Court
for
Queen Anne's County,
in Equity.
Chancery No. 3424

Issue the writ of subpoena in the above case for

Mrs. Amanda A. Cooke,
908 Rosedale Street,
Baltimore, 16, Maryland.

JOHN PALMER SMITH
Attorney for Petitioner.

SUBPOENA FOR RESPONDENT
Filed June 4th, 1945.

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

TO Seal's
Place.

Amanda A. Cooke

OF 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 June next, to answer the complaint of The County Commissioners of Queen Anne's County against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of May 1945. Issued the Thirtieth day of May 1945.

John Palmer Smith
Solicitor for Petitioner

A. SYDNEY GADD, JR. Clerk

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.

A. SYDNEY GADD, JR. Clerk.

And on the back of the foregoing subpoena is thus endorsed, to wit:
 "Non Est Willeke JOSEPH C. DEEGAN Sheriff."

SUBPOENA FOR RESPONDENT
 Filed June 1st, 1945.

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

TO

John E. Miller

Seal's
 Place.

OF 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 June next, to answer the complaint of The County Commissioners of Queen Anne's County against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of May 1945. Issued the Twenty Fourth day of May 1945.

John Palmer Smith
 Solicitor for Petitioners

A. SYDNEY GADD, JR. Clerk.

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.

A. SYDNEY GADD, JR. Clerk.

And on the back of the foregoing subpoena is thus endorsed, to wit:
 "Summoned and a Copy of the Process left with the Defendant Murr 5/31/45 Fees \$10.95 Joseph C. Deegan, Sheriff."

SUBPOENA FOR RESPONDENT
 Filed June 2nd, 1945.

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

Seal's
 TO Place.

Lillian Sutherland and Raymond Sutherland, her husband,

OF CHARLES 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 The County Commissioners of Queen Anne's County against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of May 1945. Issued the Twenty Fourth day of May 1945.

John Palmer Smith
 Solicitor for Petitioners

A. SYDNEY GADD, JR. Clerk

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.

A. SYDNEY GADD, JR. Clerk.

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

"Summons served on Lillian Southerland and Raymond Southerland by reading same to each defendant and leaving copies with them. June 1, 1945. Bruce Shymansky, Sheriff."

SUBPOENA FOR RESPONDENT
 Filed June 22nd, 1945.

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

Seal's
 TO Place.

Amanda A. Cooke

OF 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 July next, to answer the complaint of The County Commissioners of Queen Anne's County against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of June 1945. Issued the Sixth day of June 1945.

A. SYDNEY GADD, JR. Clerk

John Palmer Smith

Solicitor for Petitioner

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 July next, being the Return Day.

A. SYDNEY GADD, JR. Clerk.

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

6/20/45 Fees \$1.60 "Summoned and a copy of the Process left with the Defendant. Willeke Joseph C. Deegan, Sheriff."

PETITION FOR ALLOWANCE OF FEE AND ORDER OF COURT GRANTING SAME Filed July 3rd, 1945.

Richard T. Earle, Assignee and attorney for collection of Mortgage,

VS.

George W. Miller, Mortgagor.

#

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

Cause No. 3424.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Palmer Smith in his capacity as an attorney at law of this Honorable Court, unto your Honors respectfully sets forth:

1. That your petitioner as attorney for The County Commissioners of Queen Anne's County, to the use of The Queen Anne's County Welfare Board, one of the creditors of the said George W. Miller, deceased, prepared and filed in this cause a petition in the nature of a Creitors' Bill for the benefit of all the creditors of the said deceased, who would come in an contribute to the expenses of this suit, to submit said net proceeds of sale, estimated as about \$1,800.00 exclusive of all costs in this cause, to the claims of said creditors.
2. That your petitioner has prepared and file_in this cause all proper and necessary purposes to carry into effect said petition.
3. Your petitioner is advised that agreeable to law and in accordance with the practice before this Court, your petition is entitled to reasonable compensation for his work so performed, therefore your petitioner respectfully suggests that this Honorable Court pass an Order in this Cause allowing your petitioner a fair and reasonable fee (your Petitioner suggests \$100.00) to be paid out of the net surplus proceeds of sale and direct that the same be allowed in an audit to be filed herein for legal services rendered the creditors of the said George W. Miller, deceased, in making said net surplus proceeds of sale subject to their claims.

Respectfully submitted

JOHN PALMER SMITH
Petitioner.

ORDER OF COURT

The within and foregoing petition having been read and considered together with all other papers filed herein.

IT IS THEREUPON this 3rd day of July, 1945, by the Circuit Court for Queen Anne's County, in Equity and by the authority thereof, ORDERED that John Palmer Smith, the petitioner, be and he is hereby allowed out of the net surplus proceeds of sale in this cause for his services rendered as an attorney at law in this cause, the sum of One Hundred Dollars (\$100.00), and it is further ORDERED that the Auditor of this Court allow said sum unto the said John Palmer Smith as a fee for his legal services rendered in this cause.

WM. R. HORNEY
Judge.

NOTICE TO CREDITORS AND CERTIFICATE OF PUBLICATION Filed July 5, 1945.

Richard T. Earle,
Attorney and Assignee
vs.
George W. Miller, Mortgagee

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

Chancery No. 3424

NOTICE TO CREDITORS

ORDERED, this 6th day of April, 1945, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the Creditors of George W. Miller, late of Queen Anne's County, deceased, and all persons who may be entitled to

participate in the distribution of the surplus proceeds of sale remaining after satisfying the mortgage under which the real estate of George W. Miller, deceased, was sold, by, and they are hereby notified to file their claims with the Clerk of the Circuit Court for Queen Anne's County, on or before the 15th day of June, 1945, next; provided a copy of this Order be published in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 5th day of May, 1945, next.

Filed April 6th, 1945.

WM. R. HORNEY,
Judge.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. July 5, 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to Creditors in the case/estate of George W. Miller a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 15th. day of June 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th. day of April 1945, and the last insertion on the 26th. day of April 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

ANSWER OF AMANDA A. COOKE
Filed July 3rd, 1945.

Richard T. Earle, Assignee,
and attorney for collection
of mortgage,

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

vs.

George W. Miller, Mortgagor.

Chy. #3424

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Amanda A. Cooke to the Creditor's Bill filed in this case and against her and other defendants exhibited, says:

That she admits the matters and facts set forth in said Creditors Bill.

Test: _____

AMANDA A. COOKE.
Amanda A. Cooke

VIOLA M. APPEL

STATEMENT OF MORTGAGE INDEBTEDNESS
Filed July 24, 1945.

Richard T. Earle, Assignee and
Attorney for collection of
Mortgage,

#

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

#

Vs.

George W. Miller, Mortgagor

#

Extension of Statement of Mortgage Indebtedness.

Principal Mortgage indebtedness	\$600.00
Interest thereon from August 10th., 1935	
March 17th., 1945, date of sale-----	345.70
	<u>945.70</u>
5% commissions for collection thereof	47.29
Total	<u>\$992.99</u>

The above sum is due Richard T. Earle, Assignee and attorney for collection of mortgage indebtedness, the statement of the mortgage indebtedness without extending the same has been previously filed herein.

RICHARD T. EARLE
Assignee and Attorney for collection of
Mortgage.

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

I hereby certify that on this 24th. day of July, 1945, before me, the subscriber, The Clerk of the Circuit Court for Queen Anne's County, personally appeared Richard T. Earle, Assignee and Attorney for collection of mortgage in this cause and made oath in due form of law that the Statement of Mortgage indebtedness and the extension as above set forth are true as therein stated.

A. SYDNEY GADD, JR.
Clerk of the Circuit Court for
Queen Anne's County.

PETITION TO HAVE PAPERS REFERRED TO AUDITOR
TO STATE AN AUDIT AND WITH AUTHORITY TO TAKE SUCH TESTIMONY
AS HE DEEMS NECESSARY, AND ORDER OF COURT THEREON.
Filed July 30, 1945.

Richard T. Earle, Assignee and
Attorney for the collection
of Mortgage,

#

In the Circuit Court for

#

Queen Anne's County,
in Equity.

vs.

George W. Miller, Mortgagor.

#

Cause No. 3424.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Palmer Smith, Attorney for The County Commissioners of Queen Anne's County, to the use of, The Queen Anne's County Welfare Board, to your Honors, respectfully shows:

1. That heretofore your petitioner filed in this cause a petition in the nature of a creditors bill seeking to have the surplus proceeds of mortgage sale applied to the debts of the deceased mortgagor; that upon said petition was passed an Order giving Notice to the Creditors of George W. Miller, deceased, to file their claims with proper vouchers attached with the Clerk of this Court on or before June 15th., 1945; that said Notice was duly published as published as per certificate of publication with copy of said Notice attached, filed herein, and that the time for the filing of claims under said Notice is passed.

2. That the heirs of the deceased mortgagor have been summoned and all save one have failed to appear and answer, that one filing an answer admitting the facts of said petition.

3. That your petitioner now desires that the papers in this cause be referred to the regular auditor of this Court so that he may take before said auditor what testimony he may desire to support the allegations of his petition filed herein in the nature of a creditors bills and that said auditor may state an audit distributing the proceeds of sale to those entitled.

Wherefore your petitioner prays this Honorable Court to pass an Order directing the papers in this cause to the regular auditor so that your petitioner may take whatever testimony may be necessary to support the allegations of his petition in the nature of a creditors bill filed herein and that said auditor may state an audit distribution the proceeds of sale in this cause to those entitled.

Respectfully submitted.

JOHN PALMER SMITH

Atty. for The County Commissioners of
Queen Anne's County, to the use of,
The Queen Anne's County Welfare Board.

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 31st day of July, 1945, that the papers in this cause be and the same are hereby referred to the regular Auditor of this Court with direction to state an audit in this cause distributing the surplus proceeds of mortgage sale to those entitled, according to their legal priorities, if any, said auditor shall have full power and authority to take such testimony as he shall deem necessary in order to ascertain the amount and validity of any claim or claims filed herein, and such other testimony as he may deem necessary.

WM. R. HORNEY

Judge.

Filed July 31, 1945.

PETITION OF BARTON BROS. FOR FULL PAYMENT OF
THEIR CLAIM AND ORDER OF COURT THEREON.
Filed September 11th, 1945.

Richard T. Earle, Assignee and
Attorney for collection of
Mortgage,

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

VS.

George W. Miller, Mortgagor.

Cause No. 3424.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Barton Bros. to your Honors, respectfully shows:

1. That this cause now stands on a petition in the nature of a creditors bill seeking to have the net surplus mortgage proceeds of sale applied to the claims of the said George W. Miller, deceased.

2. That your petitioners are undertakers and as such finished all materials, labor and all other necessary things for the proper interment of the remains of the said George W. Miller as in accordance with their statement filed herein, and that the estate of the said George W. Miller is indebted unto your petitioners for such services in the sum of \$375.00, which your petitioners allege is a fair and reasonable charge.

3. That your petitioners are advised that said state is fully solvent and that their claim can be paid in full without in any way affecting any other claim that might be filed in this cause.

Wherefore, your Petitioners pray this Honorable Court to pass an Order in this cause, directing and empowering the Court Auditor to distribute in an audit to be filed in this cause the full amount of their claim or \$375.00.

Respectfully submitted.

By Barton Bros. by M.M. BARTON

ORDER OF COURT:

The foregoing petition having been read and considered, IT IS

THEREUPON this 11th day of September, 1945, ORDERED by the Circuit Court for Queen Anne's County, in Equity, That Madison Brown, Court Auditor, be and he is hereby authorized and directed to distribute to Barton Bros the full sum of their claim, that is \$375.00, in and audit to be filed in this cause, the Court being convinced that said claim is reasonable, subject, however to the usual exceptions.

WM. R. HORNEY
Judge.

PETITION FOR ALLOWANCE OF COSTS OF
ADMINISTRATION AND ORDER OF COURT THEREON.
Filed Sept. 11th, 1945.

Richard T. Earle, Assignee and Attorney for collection of Mortgage,	#	In the Circuit Court for Queen
Vs.	#	Anne's County, in Equity.
George W. Miller.	#	Cause No. 3424.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Benjamin F. Miller, Administrator for real estate only of George W. Miller, late of Queen Anne's County, deceased, by John Palmer Smith, his attorney, to your Honors respectfully shows:

1. That George W. Miller, late of Queen Anne's County, deceased, died in Queen Anne's County on September 25th., 1944, intestate, possessing no personal estate but seized and possessed of the equity of redemption in the real estate sold under foreclosure in this cause, which said equity was his sole possession.
2. That your Petitioner on February 6th., 1945, not anticipating said foreclosure and being advised that that letters of real estate only on the estate of the deceased was the proper procedure, applied for and secured letters of administration on real estate only from the Orphan's Court for Queen Anne's County.
3. That on February 20th., 1945, foreclosure of mortgage on said real institute in this cause, later a petition in the nature of a creditors bill seeking to apply the surplus net proceeds of mortgage sale to the payment of the debts of the deceased was filed in this cause.
4. That on account of the granting of said letters to your petitioner and the publication of notice to creditors, your petitioner is indebted unto the Register of Wills for Queen Anne's County in the sum of \$9.60 and unto The Queen Anne's Record-Observer Publishing Company in the sum of \$5.00, and that there will be no funds of the deceased coming into his hands for the payment of said bills.
5. That your petitioner could not anticipate nor foresee that the estate of the deceased would be handled in this manner and that said letters were applied for in good faith and for the purpose of aiding the settlement of the estate of the deceased.

Wherefore your petitioner prays this Honorable Court to pass an Order in this Cause directing the Auditor of this Court to distribute to your petitioner the aforesaid sum of \$14.60, upon the production of proper vouchers therefor, out of the aforesaid surplus mortgage proceeds of sale.

And as in duty bound & etc.,

JOHN PALMER SMITH
Atty. for Benjamin F. Miller, administrator for real
estate only of George W. Miller, deceased.

ORDER OF COURT

The foregoing petition having been read and considered, IT IS THEREUPON this 11th day of September, 1945, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that Madison Brown, Court Auditor, be and he is hereby authorized and directed to pay to Benjamin F. Miller, Administrator for real estate only on the estate of George W. Miller, deceased, the sum of \$14.60, upon the production by said administrator of the proper vouchers therefor as set forth in said petition, out of the surplus net proceeds mortgage sale, subject to the usual exceptions.

WM. R. HORNEY
Judge.

AUDIT
Filed Sept. 12th, 1945.

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

Richard T. Earle, Assignee,	)	Chancery Docket,
versus)	
George W. Miller, Mortgagor.	)	Cause No. 3424.

To the Honorable, the Judges of said Court:-

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

- (1) That these proceedings have been conducted for the collection of a mortgage debt through a sale in execution of the power contained in the mortgage filed in this cause and the proceeds of sale are sufficient to pay the mortgage debt in full, all costs under the sale, the debts filed in the above cause against George W. Miller, the Mortgagor and other costs of the cause.
- (2) That prior to the statement of this audit the auditor at the request of John Palmer Smith, Esquire, the attorney filing the Creditor's Petition filed in this cause took testimony for the purpose of sustaining or proving the allegations of said

petition and this testimony is filed with this audit as part thereof, and this testimony is filed with this audit as part thereof, and this testimony proves the allegations of said petition.

(3) That in the within account the vendor making the sale of this cause, Richard T. Earle, Esquire, is charged with the gross amount of the sale made by him and then thereout the following allowances have been made:

To said vendor for his commissions for the sale, the court costs of the mortgage sale, costs of advertising the sale and order nisi of the cause, the charges of the auctioneer for crying the sale, the amount of the mortgage claim as of the day of the sale and the fee of the auditor.

To the four creditors who have filed claims against George W. Miller are allowed their claims in full.

To Benjamin F. Miller, as Administrator of the real estate of George W. Miller is allowed certain costs incurred by him in accordance with the order of this court, he having produced before the auditor his vouchers for these costs which are returned by the auditor.

To the vendor and to said John Palmer Smith are distributed the costs under the Creditor's Petition and the fee of the court allowed John Palmer Smith.

(4) The balance of the gross sale remaining after the allowances thereout of the matters above set forth is the sum due to the heirs at law of George W. Miller and the same is distributed unto them in equal parts.

Respectfully submitted,

MADISON BROWN

AUDITOR

CAUSE NUMBER 3424.

The proceeds of the sale of the mortgaged real estate of George W. Miller mortgagor making the mortgage mentioned in this cause IN ACCOUNT WITH Richard T. Earle, assignee of said mortgage and vendor selling said real estate under the terms of said mortgage.

1945 March 17	CR.		
	By gross amount of the mortgage sale, per report filed this date by Richard T. Earle, vendor, to wit: sum of		\$2,800.00
1945 March 17	DR.		
	To Richard T. Earle, vendor, for his commissions for making the said sale, per terms of the mortgage, the sum of	\$ 157.00	
	To the same vendor, for the Court costs of these proceedings, per statement made by clerk of court exhibited, as follows;	\$	
	Costs of A. S. Gadd, jr., clerk,	\$20.75	
	Appearance fee of vendor,	<u>10.00</u>	
	total of these costs,		30.75
	To same vendor, for the cost of his bond with corporate surety thereon paid said surety per receipted account for same exhibited, the sum of	\$ 22.00	
	To same vendor, for that part of state and county taxes on land sold to be paid by vendor per terms of sale, paid to purchasers, per receipt exhibited, the sum of.	\$ 2.91	
	To same vendor, for costs of advertising the mortgage sale in Centreville newspaper, per receipted account for same exhibited, to wit: \$	43.88	
	To same vendor, for costs of advertising order nisi on report of sales in same newspaper, per receipted account for same exhibited, the sum of.	\$ 5.00	
	To same vendor for amount paid J. E. Anthony for crying said sale per receipt for same exhibited, the sum of	\$ 40.00	
	To Richard T. Earle, assignee, of said mortgage for amount of his mortgage claim as of date of sale per statement filed July 24, 1945, (paper No. 26)		
	principal thereof	\$ 600.00	
	interest due there on	345.70	
	costs thereon	<u>47.29</u>	
	total amount thereof	\$ 992.99	\$ 992.99
	To Madison Brown, auditor, for making this audit and taking testimony, and for charges of stenographer at taking of testimony	\$ 21.00	
	To balance, carried down,		\$ 1,484.47
		\$ 2,800.00	\$2,800.00

1945
March
17

CR.

By balance of mortgage sale brought from preceding page of this account, to wit: \$ 1,484.47

DISTRIBUTION UNDER CREDITORS' PETITION:

DR.

To John Palmer Smith, for his fee for legal services rendered in this cause, per order of court passed July 3, 1945, (Paper marked No. 23), the sum of	\$ 100.00	
To Richard T. Earle, vendor, for payment of following court costs, per clerk's statement filed:		
costs of clerk	\$ 25.75	
costs of sheriff, Queen Anne's Co.,	1.50	
costs of sheriff, Baltimore city,	2.55	
costs of sheriff, Charles County,	1.20	
Appearance fee of John Palmer Smith,	<u>10.00</u>	
Total amount of these costs, . . .	\$ 41.00	\$ 41.00
To same vendor, for costs of advertising notice to creditors of mortgagor to file their claims,	\$ 5.00	
and order nisi as to this audit, per receipted account exhibited, the sum of	<u>\$ 3.50</u>	
	\$ 8.50	\$ 8.50
To balance carried forward,		<u>\$ 1,334.97</u>
		\$ 1,484.47 \$ 1,484.47

CR.

By balance brought forward from Page 2 of Account \$ 1,334.97

DR.

DISTRIBUTION AMONG CREDITORS OF GEORGE W. MILLER FILING CLAIMS.

To Marvin Barton and Edward Barton, trading as Barton Brothers, under-takers, for their claims for funeral expenses of George W. Miller, allowed by order of court passed and filed September 11, 1945, (Paper filed as No. _____) the sum of	\$ 375.00	
(which is allowed subject to exceptions)		
To Queen Anne's County Welfare Board for certain financial assistance rendered George W. Miller, per claim filed, to wit:	\$ 422.25	
To Dr. Charles E. Snyder for amount set forth in his claim filed against George W. Miller, the sum of	\$ 27.75	
To Dr. Charles E. Snyder for his claim filed by way of note due to him by George W. Miller and interest thereon as follows:		
Amount of note,	\$ 300.00	
Interest from December 5, 1944 to March 17, 1945	<u>5.10</u>	305.10
Total claim allowed	\$ 305.10	\$ 305.10
To Benjamin F. Miller, Administrator of George W. Miller is distributed, (subject to exceptions, as provided in order of Court passed and filed September 11, 1945) certain costs incurred by him as such administrator, the sum of	\$ 14.60	
To balance carried forward,	\$ 190.27	
		<u>\$ 1,334.97</u> \$ 1,334.97

CR.

By balance brought from Page Number Three of Account, \$ 190.27

DR.

DISTRIBUTION AMONG HEIRS AT LAW OF GEORGE W. MILLER, They being his children.

1. To Amanda Cook, the sum of \$ 38.05
2. To Benjamin Miller, the sum of 38.05
3. To John E. Miller, the sum of 38.06
4. To Margaret E. Horney, the sum of 38.05

5. To Lillian Sutherland, the sum of \$ 38.06

\$ 190.27

\$ 190.27

September 12, 1945

MADISON BROWN

AUDITOR

In the Circuit Court for Queen Anne's County, in Equity.
Richard T. Earle, Assignee, and Attorney for collection of
mortgage,

versus

George W. Miller, Mortgagor.

Cause No. 3424.

To the Honorable, the Judges of said Court:

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

That he received notice from John Palmer Smith, esquire, the attorney filing the claim against George W. Miller's estate and the heirs of George W. Miller in behalf of the Queen Anne's County Welfare Board, that he, Mr. Smith, desired to take testimony to prove the allegations of the petition filed by the Queen Anne's County Welfare Board in this case.

Pursuant to this notice the auditor agreed to take testimony and on this 8th day of September, 1945, he met Mr. Smith at the office of the auditor and proceeded to take in the presence of Mr. Smith, the following testimony hereinafter set forth:

The only witness produced by Mr. Smith was Benjamin F. Miller and Mr. Smith propounded the questions to Mr. Miller and Mr. Miller gave the testimony set forth below:

The first witness produced by John Palmer Smith as the attorney of the petitioning creditor, the County Commissioners of Queen Anne's County, use of Queen Anne's County Welfare Board, hereinafter called "Petitioner Creditor" is Benjamin F. Miller, a witness of lawful age, who having been first duly sworn by the auditor does depose and say in answer to the questions asked him by Mr. Smith, as follows, to wit:

Question 1 -

Please state your name, age, place of residence and occupation.

Answer:

My name is Benjamin F. Miller, my age is 54, and I reside in Grasonville, Maryland, and I am a manufacturer.

Question 2 -

This proceeding is a suit in Equity brought by the petitioning creditor against Amanda Cook, Benjamin Miller, John E. Miller, Margaret E. Horney and Lillian Sutherland. Do you know these parties or any of them and if so, state how long you have known them, state the residence of each party and the age of each party.

Answer:

I know all these parties against whom this suit has been brought and I have known them all my life. I am Benjamin Miller just named by you as party of the suit. Amanda Cook, Margaret E. Horney, and Lillian Sutherland are my sisters and John E. Miller is my brother. They are all over 21 years of age.

Question 3-

This proceeding is one which has been brought for the payment of the debts of one George W. Miller out of the net proceeds of the mortgage sale made in this cause. State if you were acquainted with said George W. Miller, and if so, state whether he is living or dead and if dead when and where he died.

Answer:

I was acquainted with him. He is dead. He was my father and the father of Amanda Cook, John E. Miller, Margaret E. Horney and Lillian Sutherland. He died on 25th of September, 1944 at his home in Grasonville.

Question 4-

State if you know whether the said George W. Miller died leaving a last will and testament or whether he died intestate.

Answer:

He left no last will and testament and died intestate.

Question 5-

State if you know whether the said George W. Miller left any personal estate or property at the time of his death.

Answer:

He left no personal property.

Question 6-

State whether or not the said George W. Miller at the time of his death was seised and possessed of any real estate, and if so, describe the same briefly in your answer.

Answer:

My father, George W. Miller, at the time of his death left the real estate which has been sold in the proceedings of this cause since the death of my father under the mortgage described in this cause.

Question 7-

Please state whom the said George W. Miller left at the time of his death as his only

heirs at law.

Answer:

He left as his only heirs at law myself, his son, Amanda Cook, Margaret E. Horney, Lillian Sutherland, his daughters and John E. Miller, his son, as his only heirs at law. He left no wife to survive him.

Question 8-

State if you know whether or not George W. Miller was indebted at the time of his death to any person or persons.

Answer:

He was indebted to my own knowledge to the Queen Anne's County Welfare Board, unto Dr. Charles E. Snyder by way of account for medical attention, unto Dr. Charles E. Snyder by way of a note and Barton Brothers, Under-takers have a claim for the funeral expenses of my father.

Question 9-

Since the papers have come into my hand as auditor of the Court four claims against George W. Miller have been filed with me for participation in the distribution of the net mortgage sale of this cause. I will now hand you these claims one by one and ask you if you can identify them and tell me what they consist of.

Answer:

The claim of Barton Brothers against Ben Miller for the funeral expenses of George Washington Miller which you now hand me is a claim of Barton Brothers for the funeral expenses of my father and the same is in the sum of \$375.00. No part of this claim has been paid, and the same is now due and owing as a debt due by my father, George W. Miller. The claim against George Washington Miller, in favor of the Queen Anne's County Welfare Board which you now hand me is a claim against my father for financial assistance rendered him by the Queen Anne's County Welfare Board and is in the sum of \$422.25. No part of this claim has been paid and the same is a claim due and owing against my father. The claim against George Washington Miller in favor of Dr. Charles E. Snyder that you now hand me is a debt due by my father to Dr. Charles E. Snyder for medical attention rendered my father and is in the sum of \$27.75. The claim which you now hand me is a note due and owing by my father, George W. Miller, at the time of his death, to Dr. Charles E. Snyder. This note bears date June 5, 1944, is payable six months after to Dr. Charles E. Snyder and is for the sum of \$300.00 with interest from December 5, 1944. To my knowledge no part of this claim has been paid and the same was due and owing by my father at the time of his death.

The Auditor's Special 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 proceeding 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 to this Question:

I do not.

BEN F. MILLER

Mr. Smith stated that he had no further witnesses and asked the auditor to close the taking of the testimony.

This testimony will be returned with the auditor's account as part thereof.

The auditor procured the services of Delha D. Rolph, a stenographer to assist him in the taking of the above testimony, thereby saving considerable.

The charge of the stenographer in the above matter is the sum of \$_____

Respectfully submitted,

MADISON BROWN
AUDITOR

September 8, 1945.

NISI AUDIT

Filed September 12, 1945

NISI RATIFICATION OF AUDIT

Richard T. Earle, Assignee

In the Circuit Court

VS

for Queen Anne's County
In Equity

George W. Miller, Mortgagor

Cause No. 3424

ORDERED, This 12th day of September in the year nineteen hundred and Forty-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 5th day of October, 1945; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of September, 1945, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed September 12, 1945

PETITION OF HEIRS ENDORSING PAYMENT OF FUNERAL EXPENSES

Filed September 27, 1945.

Richard T. Earle, Assignee and
attorney for collection of
Mortgage,

#

In the Circuit Court for Queen Anne's

#

County, in Equity.

VS.

George W. Miller, Mortgagor.

#

Cause No. 3424.

We, the undersigned, all the heirs at law of George W. Miller desire that the Funeral Expenses of the deceased due Barton Bros. in the sum of \$375.00 be paid out of the surplus mortgage proceeds of sale in this cause and believe that said bill is fair and just.

BENJ. F. MILLER

MARGARET E. HORNEY

JOHN E. MILLER

AMANDA A. COOKE

LILLIAN L. SUTHERLAND

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed October 5, 1945.

NISI RATIFICATION OF AUDIT

Richard T. Earle, Assignee
vs.
George W. Miller, Mortgagor

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

Cause No. 3424

ORDERED, This 12th day of September in the year nineteen hundred and forty-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 5th day of October, 1945; provided a copy of this order be published once a week in each of two successive weeks before the 28th day of September, 1945, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR.,
Clerk

Filed: September 12, 1945
True Copy
Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. Sept. 29 1945

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the the Nisi Ratification of Audit in the case/estate of Richard T. Earle, assignee vs. George W. Miller, mortgagor, Chan No. 3424 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 28 day of Sept. 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13 day of Sept. 1945, and the last insertion on the 20 day of Sept. 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed Oct. 5, 1945.

By GLENN T. JAMES

ORDER OF COURT FINALLY RATIFYING AUDIT
Filed Oct. 6th, 1945.

Ruchard T. Earle, Assignee and
Attorney for collection of
Mortgage,

VS.

George W. Miller, Mortgagor.

In the Circuit Court for Queen
Anne's County, in Equity.
Cause No. 3424.

ORDERED this 6th day of October, in the year nineteen hundred and forty five, by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing audit stated in this cause by Madison Brown, 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 by the previous order nisi, and Richard T. Earle, Assignee and attorney for collection of mortgage, is hereby directed to make distribution in accordance therewith, with a due portion of the interest, if any, among those entitled thereto.

WM. R. HORNEY
Judge.

NO. 37 JUDICIALS JULY TERM 1896

QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on this Second day of November, in the year eighteen hundred and ninety six the following FI FA was filed for record, to wit:

FI. FA. ON MAGISTRATE'S JUDGMENT (RECORDED.)

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

To the Sheriff of Queen Anne's County, Greeting:

Court Seal
Place.

WHEREAS, on the 21 day of May in the year of our Lord one thousand eight Hundred and Ninety two a certain J. R. Jarrell & M. B. Nichols trading as Jarrell & Nichols

By the judgment of R. Goldsborough Exq., one of the State of Maryland's Justices of the Peace in and for Queen Anne's County aforesaid, recovered against a certain Julian E. Bryan and Annie C. Bryan late of Queen Anne's County yeoman, as well as the sum of \$74.22/100 dollars, correct money, a certain debt, as the sum of \$1.85 like money for damages, which they had sustained, as well by reason of the detention of that debt as for their costs and charges by them about their suit in that behalf laid out and expended, whereof the said Julian E. Bryan and Annie C. Bryan are convict as appears by a short copy of the said judgment filed and recorded in the office of the Clerk of the Circuit Court for Queen Anne's County, according to the directions of the Act of Assembly in such case made and provided.

Therefore, you are hereby commanded that of the goods and chattels, lands and tenements of the said Julian E. Bryan and Annie C. Bryan being in your bailiwick, you cause to be made the debt, damages, costs and charges aforesaid, together with the additional costs hereon endorsed, and have you those sums before the Circuit Court for Queen Anne's County, to be held at Centreville, in and for said county, on the third Monday of July next, to render unto the said Jarrell & Nichols the debt damages, costs and charges aforesaid.

Hereof fail not at your peril, and have you then and there this writ.

Witness, the Honorable George M. Russum, Chief Judge of our said Court, the 4th day of May A. D., 1896.

Issued the 25 day of June 1896.

(For return on Fi Fa see fol. 359)

WM. H. CECIL, Clerk.

CLAIM FOR EXEMPTION
Filed November 2, 1896.

Stevensville, Md. August 1st 1896

James L. Woolleyhand, Esq.
Sheriff of Queen Anns County Md

Sir:

I see by The Observer, that you have under and by virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anns County at the suit of J. R. Jarrell and M. B. Nichols, trading as Jarrell and Nichols against myself and Julian E. Bryan, my husband levied upon and advertised for sale on the fourth day of August 1896, all that triangular wood lot belonging to me situated in "Wye Neck" Queen Anns County Maryland, bounded on two sides by the "Bellvue" farm of Wm. McKenney and on the third side by the Wm. B. Tilghman farm of S. R. Hurlock containing five acres of land more or less, I, Therefore, hereby claim an exemption of one hundred dollars worth of said property and demand that the same be set off to me according to the Acts of Assembly in such case made and provided

ANNIE C. BRYAN.

CERTIFICATE OF PUBLICATION OF
SHERIFF'S SALE
Filed November 2, 1896.

SHERIFF'S SALE

OF A

LOT OF WOODLAND

UNDER and by virtue a writ of fieri facias issued out of the Circuit Court for Queen Anne's county, and to me directed, upon a judgment recovered before R. Goldsborough, late, one of the Justices of the Peace of said county, at the suit of J. R. Jarrel and M. B. Nichols, trading as Jarrell & Nichols, against the goods and chattels, lands and tenements of Julian E. Bryan and Annie C. Bryan, said judgment bearing date as of the 21st day of May, 1892, I have seized, levied upon and taken in execution, all the right, title, interest and estate of the said Julian E. Bryan and Annie C. Bryan, in and to all that

TRIANGULAR LOT OF WOODLAND,

situate in Wye Neck, Queen Anne's county, Maryland, bounded on two sides by the Bellvue farm of Wm. McKenney, and on the third side by the Wm. B. Tilghman farm of S. R. Hurlock, and containing

13 ACRES OF LAND,

MORE OR LESS.

Notice is hereby given that under and by virtue of the above writ and authority, I will sell at public sale, in front of the court house door, in the town of Centreville, Queen _____ county, Md., on

Tuesday, August the 4th, 1896,

at 2 o'clock P. M., the above described property, so seized, levied upon and taken in execution to pay and satisfy the above writ, debt, interest and costs now due and to become due thereon.

TERMS OF SALE. - Cash on day of sale.

Geo. A. Whitely, Auct.

JAMES L. WOOLLEYHAND,
Sheriff.

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 twenty days --- before the fourth day of August 1896.

BUSTEED, PRICE & BRYAN
per A.S.G.

SPECIAL RETURN OF THE SHERIFF.
Filed November 2, 1896.

To the Honorable Circuit Court for Queen Anne's County,

I James L. Woolleyhand, Sheriff of Queen Anne's County, State of Maryland hereby certify to this Honorable Court that in and by virtue of the accompanying writ of Fieri Facias issued out of this Honorable Court on the 25th day of June, in the year 1896 at the suit of J. R. Jarrell and M. B. Nichols Trading as Jarrell and Nichols against the goods and chattels lands and tenements of Julian E. Bryan and Annie C. Bryan and to me directed I did seize levy on and take in execution all the right and title interest and Estate of the said Julian E. Bryan and Annie C. Bryan in and to all that Triangular lot of woodland situate in Wye Neck, Queen Anne's County Maryland, bounded on two sides by the Bellvue farm of Wm. McKenney and on the third side by the Wm. B. Tilghman farm of S. R. Hurlock and containing 13 acres of land more or less said real estate so levied on and taken in execution on the estate and property of Julian E. Bryan and Annie C. Bryan defendants to pay and satisfy said execution debt interest and costs and I do further certify and make known and return to this Honorable Court here that after having given more than three successive weeks notice of the time place manner and terms of sale by advertisement in the Centreville Observer a newspaper printed and published in Queen Anne's County Maryland, and by notice set up at the Court House Door of the Court House in Centreville Queen Anne's County Maryland for more than three successive weeks previous to the day of sale I did in pursuance of said advertisement and notice attend at the Court House door in the town of Centreville Queen Anne's County Maryland, on Tuesday August 14th. 1896 at at 2 o'clock P. M. and then and there offered and exposed said hereinbefore described real estate so seized levied on and taken in Execution to public sale by auction to the highest bidder for cash to pay and satisfy said writ debt interest and costs and then and there sold the same in the following manner, so much for the 13 acres more or less as a whole and sold the said Triangular lot of woodland situate in Wye Neck Queen Anne's County Maryland bounded on two sides by the Bellvue farm of Wm. McKenney and on the third side by the Wm. B. Tilghman farm of S. R. Hurlock and containing 13 acres more or less to Thomas H. Dodd at and for the sum of One Hundred and Seventy Dollars he being then and there there the highest bidder therefor at the aforesaid sum of \$170.00 and prior to said sale the said Annie C. Bryan one of said defendants filed her claim with me for her One Hundred Dollars exemption out of proceeds of said property, all of which is now reported here to this Honorable Court for its distribution also a statement of payments of costs etc.

Respectfully submitted by

JAMES L. WOOLLEYHAND
Sheriff.

ORDER OF COURT
Filed November 6, 1896.

Ordered this Sixth day of November 1896 that James L. Woolleyhand Sheriff of Queen Anne's County be and is hereby directed to pay over to Annie C. Bryan One hundred (100) dollars of the purchase money of the within named real estate as and for her Exemption from Execution under the laws of the State of Maryland - the said property not being devisable to us to set aside said Exemption.

GEORGE M. RUSSUM

RATIFICATION OF SHERIFF'S SALE
Filed December 8th, 1896.

In the Circuit Court for Queen Anne's County
J. R. Jarrell & M. B. Nicholls
trading as Jarrell & Nicholls

Judicial Docket

Vs

November Term 1896

Julian E. Bryan & Annie C. Bryan

To the Honorable Judges of said Court Edward B. Emory, Agent a Judgment Creditor of Julian E. Bryan and Annie C. Bryan, his wife, as per Judgment rendered by this Court in his favor on the 25 January 1893 In the sum of \$107.00 and interest from date and \$9.35/100 costs of suit. Comes into Court here and objects to the ratification of the Sheriffs sale in this case made and reported.

1st Because the Judgment under which the sale in this case was made is a nullity in law, for the reason that said Judgment was rendered on an open account as the cause of action and is therefore without warrant and authority in Law.

2nd That this objectant is a Judgment creditor on Judgment obtained in this Court on the 25 January 1893 on note signed by Harband & wife for the sum of \$107.00/100 and \$9.35/100 costs of suit and is therefore entitled to come into Court here and object to the ratification of said sale.

Your Objectant prays that said sale may be set aside and that said fi fa under which it was made may be quashed and the Judgment set aside as a nullity.

JOHN B. & E. H. BROWN

Attys for Objectant

ENDORSEMENT ON FI FA
Filed June 25/96

"Lands and Tenements of Julian E. Bryan and Annie C. Bryan levied on and taken in execution as per accompanying schedule and sold as per accompanying special return to pay and satisfy said execution debt interest and costs."

JAS. L. WOOLLEYHAND
Sheriff.

QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on the Second day of December, in the year nineteen hundred and forty three, the following CREDITOR'S BILL was filed for record, to wit:

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY,
MARYLAND, to the use of
THE QUEEN ANNE'S COUNTY WELFARE
BOARD,

COMPLAINANT.

vs.

REBECCA PATTERSON,
MARY COX and
Joseph E. Cox, her husband,

Defendants.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY No. 3383

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The County Commissioners of Queen Anne's County, a municipal corporation of the State of Maryland, to the use of The Queen Anne's County Welfare Board, who file this petition as well for itself as for all other creditors of Virginia Maude Coahran, late of Queen Anne's County, deceased, who will come in and contribute to the expenses of these proceedings, says:

1. That Virginia Maude Coahran departed this life sometime in the month of November or December, 1942, intestate, being then a resident of Queen Anne's County, Maryland, and being at the time of her death indebted unto your Petitioners on an account of financial assistance rendered the said Virginia Maude Coahran by The Queen Anne's County Welfare Board from September, 1936, to December 11th, 1942, in the sum of \$1,559.00, as will appear by the itemized statement of account filed herewith and marked "Exhibit No. 1", and prayed to be taken as a part of this petition; and the said Virginia Maude Coahran being indebted also unto sundry other persons in various amounts.

2. That the said Virginia Maude Coahran, deceased, was, at the time of her death aforesaid seized and possessed of certain real estate located in the town of Church Hill, Queen Anne's County, Maryland, located on the northeast corner of Green and Agnes streets, consisting of a lot of land having a frontage on said Green Street of 88 feet and a depth therefrom of 79 feet, and improved by a frame dwelling house, which said real estate is a part of "Lot No. 1 of the Green Lots", being that part of the lot of land reserved by one Arnold Coahran, father of Virginia Maude Coahran, as shown in the deed from Arnold Coahran to Medford Walls, said deed being dated March 12, 1909, and recorded among the land records of Queen Anne's County in Liber S.S.#6, folio 118; and being part of "Lot No. 1 of the Green Lots", conveyed unto Arnold Coahran, aforesaid, by deed from B. Palmer Keating, Surviving Attorney and Vendor, said deed being dated March 5th, 1909, and recorded among the land records of Queen Anne's County in Liber S. S. No. 6, folio 101; and being the lot of land, among other property, of which the said Arnold Coahran died seized and possessed, intestate, and which descended unto his only child and only heir at law, the said Virginia Maude Coahran.

3. That the said Virginia Maude Coahran, being so seized and possessed of the aforesaid real estate, was seized of no personal property upon which to administer, and departed this life as aforesaid being so indebted as aforesaid unto your Orators and also unto divers other persons, and having only real estate above described, and died intestate, and leaving only the following next of kin, as her only heirs at law, viz:

Rebecca Patterson, who is unmarried, and resides in the City of Baltimore, Maryland, and who is of full age.

Mary Cox, who has intermarried with Joseph E. Cox, and resides in the City of Millburn, New Jersey, both of whom are of full age.

TO THE END, THEREFORE:

a. That the said real estate of the said Virginia Maude Coahran, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the debts of your Orator and all other creditors who may come in and contribute to the expenses of this suit.

b. That your Orator may have such other and further relief as their case may require.

MAY IT PLEASE your Honors to grant unto your Orator the Order of Publication giving notice to the said Mary Cox and Joseph E. Cox, her husband, both adults, and both of the State of New Jersey as aforesaid, who are non-residents of this State, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

AND as in duty bound, etc.,

JOHN PALMER SMITH
Solicitor for Complainant.

EXHIBIT NO. 1
Filed Dec. 2, 1943.

C O P Y

Miss Maude Coahran
Church Hill, Md.

To:

Queen Anne's County Welfare Board, Dr.

The Queen Anne's County Welfare Board, upon the application of Maude Coahran, rendered financial assistance to the said Maude Coahran, in the amounts and at the times as herein stated, to Wit:

1936	September to December - 4 months @ \$12.00	\$ 48.00
1937	January to December - 12 months @ \$12.00	144.00
1938	January to December - 12 months @ \$12.00	144.00
1939	January to December - 12 months @ \$12.00	144.00
1940	January & February - 2 months @ \$12.00	24.00
	March to December - 10 months @ \$30.00	300.00
1941	January to July - 7 months @ \$30.00	210.00
	August to December - 5 months @ \$27.50	137.50
1942	January to August - 8 months @ \$27.50	220.00
	September to November - 3 months @ \$37.50	112.50
	December 11 - Burial allowance	<u>75.00</u>
	Total.....	\$1559.00

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

I hereby certify, that on this 2nd day of December, 1943, before the Clerk of the Circuit Court for Queen Anne's County, personally appeared Katherine L. Thomas, Acting Executive Secretary of the Queen Anne's County Welfare Board, and made oath in due form of law that the annexed account, as stated is just and true, and that the Queen Anne's County Welfare Board has not received any part of the money or any security or satisfaction given for the same.

A. SYDNEY GADD, JR.
Clerk.

SUBPOENA FOR RESPONDENT
Filed December 2, 1943.

QUEEN ANNE'S COUNTY, to wit:

THE STATE OF MARYLAND

TO

Seal's Place. Rebecca Patterson

OF 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 January next, to answer the complaint of The County Commissioners of Queen Anne's County against you in said court exhibited. Maryland, to the use of The Queen Anne's County Welfare Board

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1943 Issued the Second day of December 1943.

John Palmer Smith

Solicitor for Complainant

A. SYDNEY GADD, JR. Clerk.

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.

A. SYDNEY GADD, JR. Clerk.

And on the back of the foregoing Subpoena is thus endorsed, to wit:
"To lie in office."

ORDER OF PUBLICATION
Filed December 2, 1943.

THE COUNTY COMMISSIONERS OF

IN THE CIRCUIT COURT

QUEEN ANNE'S COUNTY, MARYLAND,
to the use of THE QUEEN ANNE'S
COUNTY WELFARE BOARD,

vs.

REBECCA PATTERSON, et al.,

FOR

QUEEN ANNE'S COUNTY,
IN EQUITY.
Chy. No. 3383.

ORDER OF PUBLICATION.

The object of this suit is to procure a decree for the sale of certain property in Queen Anne's County, State of Maryland, located in the town of Church Hill, on the corner of Green and Agnes streets, to pay the creditors of Virginia Maude Coahran, late of Queen Anne's County, Maryland, deceased, who died intestate leaving surviving her Rebecca Patterson, unmarried, and Mary Cox, who intermarried with one Joseph E. Cox.

The bill states that Virginia Maude Coahran died in Queen Anne's County sometime in the month of November or December, 1942, intestate, and being at the time of her death seized of a lot in church Hill, located on Green and Agnes sts, having a frontage of 88 feet on Green street, and a depth of 79 feet, improved by a frame dwelling house; that at the time of her death, Virginia Maude Coahran was indebted unto the Complainant for financial assistance rendered in the sum of \$1559.00, and being indebted unto sundry other persons in various amounts; that Virginia Maude Coahran left no personal estate or property, leaving only the above named real estate, and leaving as her only heirs at law, Rebecca Patters__, adult, unmarried of Baltimore City, and Mary Cox, who intermarried with Joseph E. Cox, adults, who are residents of Millburn, New Jersey, and non-residents of Queen Anne's County; and prays that the real estate of Virginia Maude Coahran, or so much thereof as may be necessary for the purpose, be sold for the payment of the debts of the creditors of Virginia Maude Coahran, and for other relief.

IT IS THEREUPON, this 2nd. day of December, 1943, Ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiff, by causing a copy of this Order to be inserted in some newspaper, printed and published in said Queen Anne's County, once in each of four successive weeks before the 7th day of January, 1944, 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 22nd day of January, 1944, to show cause, if any they have, why a decree ought not to be passed as prayed.

A. SYDNEY GADD, JR.

Clerk.

And on the back of the foregoing Order of Publication is thus endorsed, to wit:

"To lie, so says, Mr. Smith."

ANSWER OF MARY & JOSEPH COX
Filed Dec. 8th, 1943.

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

THE COUNTY COMMISSIONERS OF QUEEN
ANNE'S COUNTY, MARYLAND, TO THE
USE OF THE QUEEN ANNE'S COUNTY
WELFARE BOARD.

VS.

REBECCA E. PATTERSON,

MARY COX and
JOSEPH E. COX, her husband.

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Mary Cox and Joseph E. Cox, her husband, to the Bill of Complaint filed herein, says:

That they admit the matters and things set forth in said Bill, and consent to such decree and order as may be right and proper in the premises.

And as in duty bound, etc.,

MARY COX
Mary Cox

JOSEPH E. COX
Joseph E. Cox.

ANSWER OF REBECCA PATTERSON
Filed December 9, 1943.

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

THE COUNTY COMMISSIONERS OF QUEEN
ANNE'S COUNTY, MARYLAND, TO THE
USE OF THE QUEEN ANNE'S COUNTY
WELFARE BOARD.

VS.

REBECCA E. PATTERSON,

MARY COX and

JOSEPH E. COX, her husband.

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Rebecca E. Patterson, to the Bill of Complaint filed herein, says:

That she admits the matters and things set forth in said Bill, and consents to such decree and order as may be right and proper in the premises.

And as in duty bound, etc.,

REBECCA E. PATTERSON
Rebecca E. Patterson.

PETITION FOR A DECREE TO SELL AND TO FIX
PENALTY OF BOND OF TRUSTEE.
Filed December 9, 1943.

COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, et al.,

vs.

REBECCA PATTERSON, et al.,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendants in this cause, all being sui juris and all having filed their answers to the Bill of Complaint filed in this cause, in which answers the Defendants consent to such decree and order as may be right and proper in the premises, and the real estate and property in this cause showing a recent assessed value of \$350.00, your Petitioner asks that a decree be now signed by this Honorable Court for the sale of the premises in this cause mentioned, and that the penalty of the bond be \$500.00 with corporate surety.

And as in duty bound, etc.,

JOHN PALMER SMITH
Solicitor for Complainant.

ORDER FOR CERTIFIED COPIES
Filed December 10th, 1943.

Dec. 9th, 1943.

Clerk of the Court,
Centreville, Md.

Re: Chy. # 3383.

Sir:-

Kindly have prepared to be filed as Exhibits in the above Cause, the following deeds; duly certified as copies:

1. Deed to Arnold Coahran from B. Palmer Keating, Surviving Attorney and Vendor, dated March 5th, 1909, and recorded in Liber S. S. #6, fol. 101.
2. Deed to Medford Walls from Arnold Coahran, dated March 12, 1909, and recorded in Liber S. S. #6, fol. 118.

and charge as costs in the above case.

Very truly yours,

JOHN PALMER SMITH

Attorney for Complainant.

CERTIFIED COPY OF DEED
Filed December 10th, 1943.

306 Queen Anne's County to wit: Be it remembered that on this sixth day of March, in the year nineteen hundred and nine, the following Deed was brought to be recorded, to wit:

This Deed, made this Fifth day of March, in the year nineteen hundred and nine, by B. Palmer Keating, formerly of Queen Anne's County, in the State of Maryland, but now residing in the city of Scranton, State of Pennsylvania, surviving Attorney and Vendor:

Whereas by virtue and in execution of the power of sale contained in a mortgage from William J. Evans and Mary E. Evans, his wife, to Samuel R. Hurlock, bearing date on the Sixth day of December, Eighteen Hundred and Eighty-Nine, and recorded in Liber W. D. No. -3 Fol. 496, &c., a Land Record Book of Queen Anne's County, aforesaid, one Thomas J. Keating and the said B. Palmer Keating, having been therein the duly constituted and authorized Agents and Attorneys of the said Mortgagee to make said sale, did sell at public sale the real estate hereinafter described and conveyed, being all the real estate mentioned and granted in the aforesaid mortgage, unto Arnold Coahran, of Queen Anne's County aforesaid, he being then and there the highest bidder therefor,

at and for the sum of Twenty-Two Hundred and Fifty Dollars (\$2250.00), and reported the aforesaid sale to the Circuit Court for Queen Anne's County in Equity in the Cause in the said Court entitled "Samuel R. Hurlock, Mortgagee, vs. William J. Evans and Mary E. Evans, his wife, Mortgagors", being Chancery Cause No. 1119 in said Court, which said sale was finally ratified and confirmed by the said Court, as will appear by reference to the proceedings had in the aforesaid Cause; and whereas the said Arnold Coahran has paid the whole of said purchase money unto the aforesaid Attorneys and Vendors and is entitled to receive a deed of conveyance of the said real estate so as aforesaid purchased by him; and whereas the said Thomas J. Keating, one of said Attorneys and Vendors, having departed this life without any deed of the said real estate to the aforesaid Arnold Coahran having been executed, the said Court, by its order passed in the aforesaid Cause on the Twenty-Seventh day of February, Nineteen Hundred and Nine, did authorize and empower the said B. Palmer Keating, the surviving Attorney and Vendor as aforesaid, to grant and convey the aforesaid real estate by a good and sufficient deed of conveyance unto the said Arnold Coahran, his heirs and assigns;

Now, therefore, this deed witnesseth that in consideration of the premises and of the aforesaid sum of Twenty-Two Hundred and Fifty Dollars, the said B. Palmer Keating, surviving Attorney and Vendor as aforesaid, does hereby grant and convey unto the said Arnold Coahran, his heirs and assigns, all the right, title, interest and estate of all the parties to the aforesaid mortgage and all the right, title, interest and estate of all the parties to the aforesaid Chancery Cause No. 1119, of, in and to all that lot or parcel of land known as "Lot No. 1 of the Green Lots", situate in the town of Church Hill, in Queen Anne's County, State of Maryland, fronting on the right hand or southwest side of the public road or street leading from Church Hill to Ingleside known as Walnut Street and lying in the Southeast corner formed by the intersection of Green Street with said Walnut Street, having a width or frontage on said Walnut Street of One Hundred and Sixty-five feet and extending back from said Walnut Street, with the width aforesaid, a distance of Two Hundred and Seventy-four feet to the road or street known as Agnes Street which bounds said lot in the rear, and described as follows: to wit:- Beginning for the same at the Northwest Corner of the lot hereby conveyed where said Walnut Street intersects with said Green Street and running thence in a Southwesterly direction along said Green Street Two Hundred and Seventy Four feet to Agnes Street aforesaid, thence in a southeasterly direction along said Agnes Street in a line parallel with said Walnut Street aforesaid one hundred and sixty five feet, thence in a north easterly direction in a line parallel with the said Green Street two hundred and seventy four feet to Walnut Street aforesaid and thence in a northwesterly direction along said Walnut Street one hundred and sixty five feet to the said place of beginning, being the same land described in and granted by the aforesaid mortgage and being the same land which was conveyed to the said William L. Evans by deed from Thomas L. Keating and B. Palmer Keating, Trustees, bearing the date Fourteenth day of February, Eighteen Hundred and Eighty-Nine, and recorded in Liber W. D. No. 2, Fol 465 &c., a Land Record Book for Queen Anne's County aforesaid, to which said mortgage and deed and the references therein contained reference is hereby made for a more full and definite description of the said lot or parcel of land hereby granted and conveyed. Together with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

Witness the hand and seal of the said Grantor:-
Test:- Judson E. Harney
B. PALMER KEATING (SEAL)
Surviving Attorney and Vendor

State of Pennsylvania,
County of Lackawanna, to wit:-

I hereby certify that on this fifth day of March, in the year nineteen hundred and nine, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for the County of Lackawanna aforesaid, duly commissioned and qualified, personally appeared B. Palmer Keating, Surviving Attorney and Vendor, and acknowledged the foregoing deed to be his act.

In testimony whereof I have hereunto set my hand and affixed my Notarial Seal the day and year last above mentioned:-
JUDSON E. HARNEY
Notary Public.

My commission expires at the end of the session of the Senate.

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. 6, folio 101 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 on this 10th day of December in the year nineteen hundred and forty three.
Seal's Place.

A. SYDNEY GADD, JR.
Clerk of Court

CERTIFIED COPY OF DEED TO MEDFORD WALLS FROM ARNOLD COAHRAN
Filed December 10th, 1943.

.....
319 Queen Anne's County to wit: be it remembered that on this 12th day of March in the year nineteen hundred and nine, the following deed was brought to be recorded to wit:-

This Deed, made this Twelfth day of March, in the year nineteen hundred and nine, by Arnold Coahran, of Queen Anne's County, State of Maryland. Witnesseth, that

for and in consideration of the sum of Thirty Two Hundred Dollars (\$3200.00), the receipt of which is hereby acknowledged, the said Arnold Coahran does hereby grant and convey unto Medford Walls, of Queen Anne's County aforesaid, his heirs and assigns, in fee simple, all that lot or parcel of land, situate, lying and being in the town of Church Hill, in Queen Anne's County, State of Maryland, on the right hand or south west side of the public road or street leading from Church Hill aforesaid to Ingleside known as Walnut Street, having a frontage on said Walnut Street of one hundred and sixty five feet, and being bounded on the north west by Green Street and the property of said Arnold Coahran, on the south west by the property of the said Arnold Coahran and Agnes Street, on the south east by the property of the Seventh Day Adventist Society, and on the north east by Walnut Street aforesaid and is described as follows to wit:- Beginning at the northwest corner of the lot hereby conveyed, the same being the south east corner formed by the intersection of said Green Street with said Walnut Street, and running thence in a southwesterly direction along said Green Street one hundred and eighty six feet to a stone at the point where the lot hereby conveyed and the property of said Arnold Coahran corner on said Green Street; thence in a south easterly direction in a line parallel with said Walnut Street, along the divisional line between the lot hereby conveyed and said property of Arnold Coahran, seventy nine feet to a stone, thence in a south westerly direction in a line parallel with said Green Street, along the divisional line between the lot hereby conveyed and said property of Arnold Coahran, eighty eight feet to the point where said Arnold Coahran's lot and the lot hereby conveyed corner on Agnes Street eight- six feet to the property of the Seventh Day Adventist Society, thence in a north easterly direction in a line parallel with said Green Street, along the divisional line between the lot hereby conveyed and said property of the Seventh Day Adventist Society, two hundred and seventy four feet to the point where said last mentioned property and the lot hereby conveyed corner on Walnut Street aforesaid; and thence in a northwesterly direction along said Walnut Street one hundred and sixty five feet to the said place of beginning, being a part of all that land known as "Lot No. 1, of the Green Lots", and being a part of all that lot or parcel of land which was conveyed to the said Arnold Coahran by B. Palmer Keating, Surviving Attorney and Vendor, by deed bearing date the fifth day of March, nineteen hundred and nine, and recorded in Liber S. S. No. 6, folios 101 &c., a Land Record Book for Queen Anne's County aforesaid, Together with the buildings and improvements thereon erected and being all the rights, roads, ways, alleys, waters, privileges and advantages thereto belonging or in anywise appertaining. And the said Arnold Coahran covenants that he will warrant specially the property hereby granted and conveyed and that he will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said Grantor.

Test: ARNOLD COAHRAN (SEAL)

JOHN H. CARTER.

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

I hereby certify that on this Twelfth day of March, in the year nineteen hundred and nine, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Arnold Coahran and acknowledged the foregoing deed to be his act.

JOHN H. CARTER
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. 6 folio 118 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 on this 10th day of December in the year nineteen hundred and forty three.

Seal's
Place.

A. SYDNEY GADD, JR.
Clerk

SUBPOENA FOR RESPONDENT TO
APPEAR AND ANSWER.
Filed December 10th, 1943.

QUEEN ANNE'S COUNTY, to wit:

THE STATE OF MARYLAND

TO

Rebecca Patterson

Seal's
Place.

OF 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 January next, to answer the complaint of The County Commissioners of Queen Anne's County, Maryland, to the use of The Queen Anne's County Welfare Board against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the First Monday of December 1943. Issued the Eighth day of December 1943.

John Palmer Smith

Solicitor for Complainant

A. SYDNEY GADD, JR. Clerk.

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.

And on the back of the foregoing is the following endorsement: A. SYDNEY GADD, JR. Clerk.
 Summoned and a copy of the Process legt with the defendant. Joseph C. Deegan, Sheriff.
 Gregerty 12/9/43

REPORT OF EXAMINER AND DEPOSITIONS
 Filed December 17th, 1943.

THE COUNTY COMMISSIONERS OF
 QUEEN ANNE'S COUNTY, MARYLAND,
 TO THE USE OF THE QUEEN ANNE'S
 COUNTY WELFARE BOARD,
 Complainant,

vs.

RECECCA PATTERSON,
 MARY COX AND JOSEPH E. COX,
 her husband.

#

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

Cause N. 3383.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Richard T. Earle, one of the regular examiners of this Court, to your Honors, respectfully shows:

That your examiner at the request of John Palmer Smith, Atty. for the Complainant, notified the said Rebecca Patterson, Mary Cox and Joseph E. Cox, her husband, that on Tuesday, December 14th., 1943, at three o'clock, P.M., at the office of your examiner in the town of Centreville, that the plaintiff would take testimony in above entitled cause for the purpose of supporting his allegations in said bill of complaint, at that time, and hour as set forth, your examiner at the solicitation of the said Atty. for Plaintiff, proceeding to take the hereinafter set forth testimony, questions being propounded by the said Atty. for the Plaintiff, the witnesses after being duly sworn testified as follows, to wit:

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

Ans. Henry C. Bowen, 57, Church Hill, Maryland - Farmer

2nd Int. Did you know V. Maude Coahran, late of Church Hill, Queen Anne's County, deceased, and if so how long? Did she die testate or intestate? if you know.

Ans. Yes - for 50 years. I would say she died intestate.

3rd Int. Did you know Arnold Coahran, late of Queen Anne's County, deceased, and if so, how long, and about when did he die, and did he die testate or intestate, if you know? And please state who were his heirs at law and next of kin?

Ans. Yes - for 30 years - Died 1920 - He died intestate.
 Heirs-at-law: Maude Virginia Coahran

4th Int. Did V. Maude Coahran, deceased, die leaving any real estate in Queen Anne's County, and if so, describe it and tell where it is located, and give an estimate of its present value?

Ans. Left a piece of Real Estate in the town of Church Hill, Maryland, on ___ Street, adjoining the lands now owned by Walton B. Childs and wife - approximate value \$250.00.

5th Int. Who are the heirs at law and next of kin of V. Maude Coahran, deceased, and where do they reside?

Ans. Mrs. Mary Cox - Wilmington, Delaware

Mrs. Rebecca Patterson - Baltimore, Maryland - being children of a deceased half-brother and the only heirs-at-law. The half-brother of Miss V. Maude Coahran being Mr. William J. Evans.

Examiner's Special?

Ans. No. A small amount of Personal Property of practically no value.

HENRY C. BOWEN.

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

Ans. Harry F. Callahan, 58, Centreville, Maryland - Merchant

2nd Int. Did you know V. Maude Coahran, deceased, and if so, how long, and did she die testate or intestate, and who are her heirs at law and next of kin?

Ans. Yes - 5 years - intestate
 Do not know.

3rd Int. Did V. Maude Coahran die seized and possessed of any real estate, and if so, describe it and tell where it is located, and give an estimate of its present value?

Ans. Yes - A piece of Real Estate located in Church Hill, Maryland, on ___ Street, which would be valued at about \$250.00.

Examiner's Special?

Ans. No

HARRY F. CALLAHAN

Upon the completion of the testimony of the two witnesses as set forth herein, the attorney for the plaintiff filed before me three exhibits, which

exhibits are marked 1, 2 and 3, respectively, and stated that the_ did not desire to take further testimony and requested the examiner to make this report to your Honors.

Henry C. Bowen, witness fee-----.75
Harry F. Callahan, witness fee-----.75
Richard T. Earle, Examiner's fee-----8.00
9.50

Respectfully submitted

Examiner's Exhibits Nos.1,2 &3
are the same exhibits recorded
above as of Dec. 2, 1943 & Dec.
10, 1943.

RICHARD T. EARLE
Examiner.

WAIVER OF THE 41st GENL. EQUITY RULE
AND CONSENT TO DECREE, BY MARY & JOSEPH COX.
Filed December 22nd, 1943.

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY TO THE
USE OF THE QUEEN ANNE'S COUNTY
WELFARE BOARD,

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

VS.

REBECCA E. PATTERSON,
MARY COX and
JOSEPH E. COX, her husband.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above cause is respectfully submitted for Decree and the 41st General Equity Rule is hereby waived, it being agreed between the parties hereto that the time within which the evidence shall remain in Court is hereby waived.

JOHN PALMER SMITH
Solicitor for Plaintiff.

MARY COX
Mary Cox

JOSEPH E. COX
Joseph E. Cox,
Respondents.

WAIVER BY REBECCA PATTERSON
Filed December 23, 1943.

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY TO THE
USE OF THE QUEEN ANNE'S COUNTY
WELFARE BOARD,

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

VS.

REBECCA E. PATTERSON,
and others,

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above cause is respectfully submitted for Decree and the 41st General Equity Rule is hereby waived, it being agreed between the parties hereto that the time within which the evidence shall remain in Court is hereby waived.

JOHN PALMER SMITH
Solicitor for Plaintiff.

REBECCA E. PATTERSON
Respondent.

DECREE
Filed December 28th, 1943.

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

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S
COUNTY, MARYLAND, to the use of
The Welfare Board of Queen Anne's
County,

CHY. No. 3383

vs.

REBECCA PATTERSON, et al.,

DECREE.

This Cause standing ready for hearing and being submitted, the counsel for the parties were heard, and the proceedings read and considered.

IT IS THEREUPON, this 28th day of December 1943, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that the real

estate of Virginia Maude Coahran, deceased, in the proceedings mentioned, or so much thereof as may be necessary for the payment of her debts, be sold; and that John Palmer Smith of Centreville, Queen Anne's County, Maryland, be and he is hereby appointed Trustee to make sale thereof; and that the course and manner of his proceeding shall be as follows: he shall, before he proceeds to make such sale, first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by him and surety or sureties in the penalty of Five Hundred Dollars corporate surety and in double that amount if personal sureties, 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 passed in the premises, which said bond shall be approved by the Clerk of the Circuit Court for Queen Anne's County. The said Trustee shall then proceed to make said sale, having given at least three weeks' previous notice by advertisement inserted in some newspaper or papers printed and published in Queen Anne's County, and such other manner as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One-third of the purchase money to be paid in cash on the day of sale, balance thereof in sixty days, or all cash on day of sale, at the option of the purchaser, the credit payments to bear interest from day of sale, and to be secured by the notes or bonds of the purchaser, with surety to be approved by the Trustee. That as soon as convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings in the premises, with an affidavit thereto annexed of the truth thereof, and of the fairness of such sale. And on the final ratification thereof, and the full payment of the whole purchase money, and not before, the said Trustee is hereby authorized, by a good and sufficient deed, acknowledged and recorded according to law, to convey to the purchaser, his, her or their heirs, the property and estate, to him, her or them sold, free, clear and discharged from all claims of the parties to this Cause.

And the said Trustee shall bring into Court the money arising from the sale of the said land and premises, to be distributed under the direction of this Court, after deducting the costs of suit and such commissions to the 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.

And at the time of advertising said sale the Trustee is directed to give notice to the creditors of said Virginia Maude Coahran, deceased, to file their claims, with the vouchers thereof, with the Clerk of this Court within 90 days from the day of sale.

WM. R. HORNEY
Judge.

Filed Dec. 28th, 1943.

CERTIFIED COPY OF BOND
Filed January 4, 1943.

Queen Anne's County, to wit: Be it remembered that on this Fourth day of January in the year nineteen hundred and forty four the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, John Palmer Smith, of Centreville, Queen Anne's County, Maryland, as Principal, and Glens Falls Indemnity Company, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred Dollars (\$500.00), 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, and each of us, our and each of our heirs, executors, administrators and successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th day of December, 1943.

WHEREAS: by a Decree of the Honorable Wm. R. Horney, of the Circuit Court for Queen Anne's County, in Equity, bearing date the 28th day of December, 1943, and passed in a cause pending in the Circuit Court for Queen Anne's County, on the Chancery side thereof, in which The County Commissioners of Queen Anne's County, Maryland, to the use of the Welfare Board of Queen Anne's County, is complainant, and Rebecca E. Patterson, et al., are defendants, the said John Palmer Smith was appointed Trustee, and authorized and empowered to make sale of the lands and premises in the proceedings in said cause mentioned.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such that if the said John Palmer Smith shall well and faithfully perform the trust reposed in him by said decree or which shall or may be reposed in him by any future order or decree in the premises, and shall in all things well and truly execute the duties of such trustee, then the above and foregoing obligation to be null and void, otherwise to be and remain in full force and virtue in law.

Witness:

JOHN PALMER SMITH (SEAL)
John Palmer Smith.

E. B. GOLDSBOROUGH
E. B. Goldsborough

GLENS FALLS INDEMNITY COMPANY,

ATTEST:

by L. HERMAN MEREDITH
L. Herman Meredith.
Its Agent and Attorney in Fact.

E. B. GOLDSBOROUGH
E. B. Goldsborough,

Corporate
Seal's
Place.

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

Bond filed and security approved this fourth day of Jan. 1944.

A. SYDNEY GADD, JR.
Clerk

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 293 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 on this 4th day of January in the year nineteen hundred and forty four.

A. SYDNEY GADD JR.
Clerk

CERTIFICATE OF AD. OF SALE OF REAL ESTATE AND
OF NOTICE OF CREDITORS.
Filed January 25th, 1944.

TRUSTEES' SALE
OF
Of House and Lot
IN CHURCH HILL

By virtue of the power and authority contained in a Decree in the case of The County Commissioners of Queen Anne's County, Md., to the use of The Welfare Board of Queen Anne's County, in the Circuit Court for Queen Anne's County, in Equity, being Chy. No. 3383, the undersigned Trustee named therein, will offer at public auction to the highest bidder in front of the Court House Door, in the town of Centreville, Queen Anne's County, Md., on

Tuesday, Jan. 25, 1944
at 2 o'clock P.M.

the following property, to wit:

All that lot of land, improved by a frame dwelling house, known as the "V. Maude Coahran Property," situate in the town of Church Hill, Queen Anne's County, Maryland, located on the northeast corner of Green and Agnes streets, adjoining the property of Walton B. Childs, having a frontage on Green Street of 88 feet and a depth therefrom of 79 feet. Being a part of the lot conveyed to Arnold Coahran by B. Palmer Keating, surviving attorney and vendor, by deed dated March 5, 1909, and recorded in Liber S. S. fol. 101, and which property upon the death of Arnold Coahran, intestate, descended unto V. Maude Coahran, his daughter and only heir at law.

TERMS OF SALE: One-third cash day of sale, balance in 60 days, or all cash on day of sale, at option of purchaser, credit payment to bear interest from day of sale, and to be secured by note of purchaser with surety approved by Trustee.

JOHN PALMER SMITH,
Trustee.

J. Elmer Anthony, Auct.

NOTICE TO CREDITORS

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

Chancery Cause No. 3383

Pursuant to the Decree of said Court passed in said cause, Notice is hereby given to the creditors of C. Maude Coahran, deceased, to file their claims against her, with the proper vouchers thereof, with the Clerk of said Court within ninety (90) days from the twenty-fifth day of January, 1944, the day of sale named in above advertisement.

JOHN PALMER SMITH,
Trustee.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. Jan. 24th, 1944

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Advertisement of Trustee' Sale of Real Estate and Notice of Creditors in the case/estate of County Commissioners of Queen Anne's Co. use of Queen Anne's County Welfare Board vs. Rebecca E. Patterson, et al. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 25 day of Jan. 1944, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th. day of Dec. 1943, and the last insertion on the 20 day of Jan. 1944.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By JOHN H. PRICE

REPORT OF SALE
Filed January 25th, 1944.

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, to the

IN THE CIRCUIT COURT

FOR

use of the Queen Anne's
County Welfare Board,

vs.

REBECCA E. PATTERSON,
et al.,

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY No. 3383

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of John Palmer Smith, Trustee named under a Decree in the above entitled cause, to sell the real estate therein, respectfully shows:

That having duly filed his approved bond and given notice of the time, place, manner and terms of sale by advertisement in The Centreville Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three weeks before the day of sale, he did, pursuant to said notice, attend at said sale, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, January 25th, 1944, at the hour of 2:00 O'Clock P.M., and then and there proceeded to sell the following real estate, to wit:

ALL that lot of land, improved by a frame dwelling house, known as the "V. Maude Coahran Property" situate in the town of Church Hill, Queen Anne's County, Maryland, located on the northeast corner of Green and Agnes streets, adjoining the property of Walton B. Childs, having a frontage on Green Street of 88 feet and a depth therefrom of 79 feet. Being a part of the lot conveyed to Arnold Coahran by B. Palmer Keating, surviving attorney and vendor, by deed dated March 5, 1909, and recorded in Liber S. S. No. 6, folio 101; and which property, upon the death of Arnold Coahran, intestate, descended unto V. Maude Coahran, his daughter and only heir at law.

And your Trustee sold said lot and parcel of land to
Charles Elmer Anderson,
at and for the price of One Hundred and Five.....
Dollars (\$105.00), he being the highest bidder therefor.

That the aforesaid sale was bona fide and fairly made, and for the best price obtainable, and the said Charles Elmer Anderson, the purchaser, has complied with the terms of sale, paying full price in cash.

And as in duty bound, etc.

JOHN PALMER SMITH
Trustee.

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

I HEREBY CERTIFY, that on this 25th day of January, 1944, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, the above named Trustee, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made.

A. SYDNEY GADD JR.
Clerk.

NISI SALE
Filed January 26th, 1944.

N I S I

The County Commissioners of Queen
Anne's County, to the use of The
Queen Anne's County Welfare Board

In the Circuit Court
for Queen Anne's County

VS.

In Equity

Rebecca E. Patterson, et al.

Chancery No. 3383

ORDERED, This 25th. day of January A. D., 1944, that the sale of real estate made and reported in this cause by John Palmer Smith, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of March 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 26th. day of February next.

The Report states the amount of sales to be \$105.00.

Filed January 25, 1944

A. SYDNEY GADD JR. Clerk.

NISI AND CERTIFICATION
Filed July 2, 1944.

N I S I

The County Commissioners of Queen
Anne's County, to the use of
The Queen Anne's County Welfare
Board

vs.

Rebecca E. Patterson, et al.
In the Circuit Court

for Queen Anne's County
In Equity
Chancery No. 3383

ORDERED, This 25th. day of January A. D., 1944, that the sale of real estate made and reported in this cause by John Palmer Smith, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of March 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 26th day of February next.

The Report states the amount of sales to be \$105.00.

A. Sydney Gadd, Jr.
Clerk

Filed January 25, 1944
True Copy
Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. July 20th. 1944

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case/estate of The County Commissioners of Q. A. Co., to t the use of The. Q. A. Co. Welfare Board Vs. Rebecca E. Patterson, et al. a true copy of which is annexed hereto, was published 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 before the 26th. day of February 1944, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27th. day of January 1944, and the last insertion on the 17th. day of February 1944.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

BY JOHN H. PRICE

FINAL ORDER OF RATIFICATION
Filed July 21, 1944.

FINAL ORDER OF RATIFICATION.

ORDERED, this 21st day of July, 1944, by the Circuit Court for Queen Anne's County, in Equity, that no cause to the contrary having been shown, the sale of the Real Estate heretofore made and reported by John Palmer Smith, Trustee in this Cause, on January 25th, 1944, be and the same is hereby FINALLY RATIFIED AND CONFIRMED.

AND it is further Ordered that the papers in the Cause are hereby referred to the Auditor.

WM. R. HORNEY
Judge.

PETITION FOR APPOINTMENT OF SPECAIL AUDITOR
AND ORDER OF COURT
Filed August 6, 1948.

COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, TO
THE USE OF THE QUEEN ANNE'S
COUNTY WELFARE BOARD

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

vs.

REBECCA PATTERSON, et al.

Cause No. 3383

Petition for Appointment of Special Auditor

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Howard Wood, 3rd, regular Auditor of this Court, unto your Honors, respectfully sets forth:

That your petitioner is disqualified from stating the audit of the proceeds of the sale had in these proceedings because of his employment as regular attorney for Queen Anne's County Welfare Board, an interested party in said proceedings.

Wherefore, your petitioner prays this Honorable Court to pass an order designating some suitable person as Special Auditor for the purpose of stating the abovementioned audit.

And as in duty bound, etc.,

HOWARD WOOD, 3rd
Petitioner.

Filed August 6, 1948.

ORDER OF COURT

Upon the foregoing petition, IT IS ORDERED, this 6th day of August, 1948, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that Edward Turner be and he is hereby appointed to act as Special Auditor to state an audit of the proceeds of the sale had in these proceedings, and it is further ORDERED, that, upon the qualification of such Special Auditor by taking the oath required by law, the proceedings in the above entitled cause be forthwith referred to him for such purpose.

WM. R. HORNEY
Judge.

Filed August 6, 1948.

C A U S E N O. 3477

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 this Seventh day of June in the year nineteen hundred and forty six, the following BILL OF COMPLAINT was brought to be recorded, to wit:-

MAY DE SHANE LEGG, widow,
HOWARD A. LEGG, DOROTHY RIGGIN LEGG,
his wife, LUCILE LEGG TAYLOR, EARL
THOMAS TAYLOR, her husband, MARY
DE SHANE LEGG, Committee of the
Person and Trustee of the Property
of Paul Tolson Legg, non compos mentis,
MARY DE SHANE LEGG, individually,
DAVID M. NICHOLS, OLIVE J. NICHOLS,
his wife, and CAROLINE T. WILSON, single,

Plaintiffs,

vs.

PAUL TOLSON LEGG, non compos mentis,
Defendant.

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

Cause No. 3477

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That J. Archibald Legg, late of Queen Anne's County, State of Maryland, departed this life on the 5th day of February, 1944, intestate, seized and possessed, among other lands, of the following described tracts or parcels of real estate, (hereinafter for convenience designated as "Parcel No. 1" and "Parcel No. 2"), that is to say:

Parcel No. 1.

All of that farm or tract of land situate, lying, and being on Kent Island in the Fourth Election District of Queen Anne's County, in the State of Maryland, on the east side of the public road leading from Stevensville to Kent Point, generally known as the "Eareckson Farm", containing something over one hundred acres of land, more or less, being the same and all of that land which was designated as "Parcel No. 1" in a deed bearing date the 24th day of January, 1931, by which said deed Thomas H. Legg and wife granted and conveyed unto said J. Archibald Legg the one-half undivided interest of said Thomas H. Legg, in and to said farm, tract or parcel of land, and which said deed is recorded in Liber B.H.T. No. 12, folios 349, etc., a Land Record Book for Queen Anne's County aforesaid. A certified copy of the above described deed, marked "Exhibit A" is filed herewith and hereby made a part hereof. Prior to the date of said deed, the said J. Archibald Legg had acquired a one-third undivided interest in and to said real estate by inheritance from his father, James R. Legg, who departed this life on March 13, 1930, intestate, seized and possessed of the said real estate, and leaving surviving him as his only heirs at law Susie C. Legg, his wifow, Thomas H. Legg, his son, and the said J. Archibald Legg, his son. Prior to the date of said deed, the said J. Archibald Legg had acquired a further one-sixth undivided interest in and to said real estate by inheritance from his mother, Susie C. Legg, who departed this life on March 17, 1930, intestate, seized and possessed of a one-third undivided interest in and to said real estate, and leaving surviving her as her only heirs at law the said Thomas H. Legg, her son, and the said J. Archibald Legg, her son.

Parcel No. 2.

All of that tract or parcel of woodland, known as the "Woodland formerly belonging to 'Eareckson's Prospect'", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, in the State of Maryland, south of (but not immediately adjoining) the farm known as "Eareckson's Prospect" recently sold, with the ratification of this Court in Chancery Cause No. 3441, unto John R. Coursey and wife, containing 19 acres of land, more or less, being the same land which was granted and conveyed unto the said J. Archie Legg by Emma Eareckson Murray and husband, designated as "Parcel Number Two", containing 20 acres of land, more or less, by deed dated March 26, 1939, and recorded in Liber W.H.C. No. 6A, folios 380, etc., a Land Record Book for Queen Anne's County aforesaid, a certified copy of which said deed, marked "Exhibit B" is filed herewith and hereby made a part hereof, save and except that portion of said land, containing one acre of land, more or less, which was granted and conveyed by J. Archie Legg and wife unto Edna A. Robinson and husband, by deed dated October 21, 1942, and recorded in Liber A. S. G. Jr., No. 8, folios 71, etc., a Land Record Book for Queen Anne's County aforesaid, a certified copy of which said last named deed, marked "Exhibit C" is filed herewith and hereby made a part hereof.

2. That said J. Archibald Legg departed this life, intestate, as aforesaid, leaving surviving him as his only heirs at law, May De Shane Legg, his wife, Howard A. Legg, son, Lucile Legg Taylor, daughter, Mary De Shane Legg, daughter, and Paul Tolson Legg, non compos mentis, son.

3. That letters of administration on the personal estate of J. Archie Legg, deceased, were granted and committed by the Orphans' Court of Queen Anne's County unto said May De Shane Legg on the 15th day of February, 1944, and that the personal estate of said deceased was more than sufficient to pay the debts, funeral expense and costs of administration of said estate, that the first and final administration account has been filed in this estate, and that the period provided in the notice to creditors thereof has fully expired as is shown by the certificate of the Register of Wills

of Queen Anne's County to this effect, marked "Exhibit D" which is filed herewith and hereby made a part hereof.

4. That letters of administration on the personal estate of James R. Legg, deceased, were granted and committed by the Orphans' Court of Queen Anne's County unto J. Archie Legg on the 25th day of March, 1930, and that the personal estate of said deceased was more than sufficient to pay the debts, funeral expense and costs of administration of said estate, that the first and final administration account has been filed in this estate, and that the period provided in the notice to creditors thereof has fully expired as is shown by the certificate of the Register of Wills of Queen Anne's County to this effect, marked "Exhibit E" which is filed herewith and hereby made a part hereof.

5. That letters of administration on the personal estate of Susie C. Legg, deceased, were granted and committed by the Orphans' Court of Queen Anne's County unto said J. Archie Legg on the 25th day of March, 1930, and that the personal estate of said deceased was more than sufficient to pay the debts, funeral expense and costs of administration of said estate, that the first and final administration account has been filed in this estate, and that the period provided in the notice to creditors thereof has fully expired as is shown by the certificate of the Register of Wills of Queen Anne's County to this effect, marked "Exhibit F" which is filed herewith and hereby made a part hereof.

6. That on May 12, 1945, said Mary De Shane Legg was appointed Committee of the Person and Trustee of the Property of Paul Tolson Legg, non compos mentis, as will appear by reference to the order of this Court conferring such appointment, filed in the proceedings in the Cause in this Court entitled "In the Matter of the Lunacy of Paul Tolson Legg," being No. 2766 on the Chancery Docket of this Court.

7. That the two parcels of real estate hereinbefore described cannot be divided without less 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 said real estate 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.

8. That, on April 20, 1946, May De Shane Legg, widow, Mary De Shane Legg, single, Mary De Shane Legg, Trustee of the property of Paul Tolson Legg, Incompetent, Howard A. Legg, Dorothy Riggin Legg, his wife, Lucile Legg Taylor and Earl Thomas Taylor, her husband, entered into a contract of sale agreeing to sell the tract of land or farm hereinbefore described as "Parcel No. 1" unto David M. Nichols and Olive J. Nichols, his wife, as tenants by the entireties, subject to the approval and ratification of this Court, at and for the sum of Nine Thousand Five Hundred Dollars (\$9,500.00), the terms of sale being more fully set forth in the written contract of sale thereof which was executed in duplicate, one of the originals thereof, marked "Exhibit G", being filed herewith and hereby made a part hereof.

9. That the said David M. Nichols and Olive J. Nichols have paid the sum of Nine Hundred Fifty Dollars (\$950.00), as an initial deposit under said contract of sale, into the hands of your Orator's solicitor, Howard Wood, 3rd, who has deposited the same in The Centreville National Bank of Maryland in an account entitled "Howard Wood, 3rd, Trustee in 'Legg vs. Legg'" and who is holding the same in said account in said bank subject to the future order of this Honorable Court.

10. That, on May 20, 1946, May De Shane Legg, widow, Mary De Shane Legg, single, Mary De Shane Legg, Trustee of the property of Paul Tolson Legg, Incompetent, Howard A. Legg, Dorothy Riggin Legg, his wife, Lucile Legg Taylor and Earl Thomas Taylor, her husband, entered into a contract of sale agreeing to sell the parcel of woodland hereinbefore described as "Parcel No. 2" unto Caroline T. Wilson, subject to the approval and ratification of this Court, at and for the sum of One Thousand Two Hundred Dollars (\$1,200.00), the terms of said sale being fully set forth in the written contract of sale thereof which was executed in duplicate, one of the originals thereof, marked "Exhibit H," being filed herewith and hereby made a part hereof.

11. That the said Caroline T. Wilson has paid the sum of One Hundred Twenty Dollars (\$120.00), as an initial deposit under said last named contract of sale, into the hands of Howard Wood, 3rd, who has deposited the same in The Centreville National Bank of Maryland in an account entitled "Howard Wood, 3rd, Trustee in 'Legg vs. Legg'" and who is holding the same in said account in said bank subject to the future order of this Honorable Court.

12. That your Orators are advised that because one of the parties to each of the two contracts of sale hereinbefore referred to is non compos mentis, said contracts of sale cannot be fulfilled, and said purchasers hereunder respectively vested with the legal title to the two parcels of real estate hereinbefore described, without the aid of this Honorable Court.

13. That your Orators aver that it will be to the interest and advantage of all the parties owning said two parcels of real estate hereinbefore described and interested therein as above set forth and all the parties to said contracts of sale that said contracts of sale be ratified and confirmed by this Honorable Court, for the reason that the purchase prices thereof, to wit, the sum of Nine Thousand Five Hundred Dollars (\$950.00) named in the contract of sale of Parcel No. 1 hereinbefore referred to, and the sum of One Thousand Two Hundred Dollars (\$1,200.00) named in the contract of sale of Parcel No. 2 hereinbefore referred to, are fair market values for said Parcel No. 1 and Parcel No. 2, respectively; and that each said price is as much, if not more, than the said respective parcels of real estate would bring at public sale, and for the other reasons to be made known at the hearing.

14. That said May De Shane Legg, widow, is an adult, and resides in Queen Anne's County aforesaid; that said Howard A. Legg and Dorothy Riggin Legg are adults, and reside in Ann Arundel County, State of Maryland; that said Lucile Legg Taylor and Earl Thomas Taylor are adults, and reside in Wicomico County, State of Maryland; that said Mary De Shane Legg is an adult, and resides in Queen Anne's County, State of Maryland; that said David M. Nichols and Olive J. Nichols are adults, and reside in Baltimore City, State of Maryland; that said Caroline T. Wilson is an adult, and resides in Queen Anne's County, State of Maryland; that said Paul Tolson Legg is an adult, but has been adjudicated non compos mentis, and resides at Eastern Shore State Hospital in

Dorchester County, State of Maryland, and that Mary De Shane Legg, the Trustee of his property, resides as aforesaid in Queen Anne's County, State of Maryland.

TO THE END, THEREFORE:

(1) That the two parcels of real estate hereinbefore described may be sold under a decree of this Court for the purpose of partition of the proceeds of sale among the parties entitled thereto.

(2) That a division of the proceeds of sale may be had among the parties owning said real estate or interested therein according to their respective interests and rights therein under the direction of this Court.

(3) That the two contracts of sale hereinbefore mentioned may be confirmed and ratified by this Honorable Court.

(4) That a Trustee may be appointed by this Honorable Court to convey the real estate hereinbefore described as "Parcel No. 1" unto said David M. Nichols and Olive J. Nichols, his wife, their heirs and assigns, as tenants by the entirety, after the payment in full of the sum of Nine Thousand Five Hundred Dollars (\$9,500.00), and to convey the parcel of woodland hereinbefore described as "Parcel No. 2" unto said Caroline T. Wilson, her heirs and assigns, after the payment in full of the sum of One Thousand Two Hundred Dollars (\$1,200.00), by two good and sufficient deeds conveying the fee simple title of, in and to said two respective parcels of real estate free, clear and discharged of and from the rights of all the parties to this Bill of Complaint, and to said two contracts of sale, as well as free, clear and discharged of and from the claims of all creditors of said J. Archibald Legg, deceased, James R. Legg, deceased and Sudie C. Legg, deceased.

(5) That said Trustee may be vested with the power and authority to collect and receive said purchase moneys 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 Defendant, Paul Tolson Legg, non compos mentis, directed to the Sheriff of Dorchester County, 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.,

Gibson and Wood

By Howard Wood, 3rd
Solicitors for Plaintiffs.

EXHIBIT A
Filed June 7, 1946.

.....
#14,764. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eighth day of January, in the year nineteen hundred and thirty one, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 24th day of January, in the year nineteen hundred and thirty one, by Thomas H. Legg and Evelyn C. Legg, his wife, of Carroll County, State of Maryland, Witnesseth:

WHEREAS at the time of her death, one Susie C. Legg was seized and possessed of two tracts of land situate, lying and being on Kent Island, in Queen Anne's County, State of Maryland, one known as "Long Point Farm" containing two hundred and sixty one acres, two roods and two perches of land and the other known as "The Lower Point Farm" containing one hundred and twenty nine acres, three roods and eighty perches of land: And Whereas at the time of his death, one James R. Legg was seized and possessed of two parcels of land situate, lying and being on Kent Island, in Queen Anne's County, State of Maryland, one known as the "Eareckson Farm", "Friendship" etc. and now containing something over one hundred acres, more or less; and another tract containing about an acre purchased from Isaiah Henry: and Whereas the said Susie C. Legg and James R. Legg were husband and wife: And Whereas the said James R. Legg departed this life on the 13th day of March, 1930, intestate leaving surviving him, his wife and the said J. Archie Legg and Thomas H. Legg as his only heirs at law: And Whereas the said Susie C. Legg departed this life on the 17th day of March, 1930, intestate, leaving surviving her, as her only heirs at law the said J. Archie Legg and Thomas H. Legg: And Whereas the said J. Archie Legg and Thomas H. Legg by operation of law have become the owners in fee of all the land above referred to of the said James R. Legg and Susie C. Legg: And Whereas the said J. Archie Legg and Thomas H. Legg have agreed upon a division of said land and to this end have agreed to execute deeds for their undivided interest in said real estate.

NOW THEREFORE IN CONSIDERATION of the premises and the sum of one dollar the said Thomas H. Legg and Evelyn C. Legg, his wife do hereby grant and convey unto J. Archie Legg, his heirs and assigns, in fee simple, All the interest (being an undivided one-half interest) of the said Thomas H. Legg, of, in and to the following described real estate:

Parcel No. 1 - All that farm or tract of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland on the east side of the public road leading from Stevensville to Kent Point, generally known as the "Eareckson Farm", containing something over one hundred acres of land, more or less, and being the same and all the land conveyed unto the said James R. Legg by the Centreville National Bank of Maryland by deed dated the eleventh day of September in the year nineteen hundred and recorded in Liber J.E.G. No. 1 folios 112 &c. a land record book for Queen Anne's County, aforesaid, saving and excepting therefrom the tract of land, which was conveyed by the said James R. Legg and wife to The Claiborne-Annapolis

Ferry Corporation by deed dated September 3rd, 1929 and recorded in Liber B. H. T. No. 10 folio 128 a Land Record Book for Queen Anne's County; to which said deeds and the references therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed.

Parcel No. 2- All that lot or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County bounded on two sides by the land of Parcel No. 1 and also by the Frank Robinson and Isaiah Johnson land containing one acre, more or less and being the same land which was conveyed by Isaiah Henry and wife to the said James R. Legg by deed dated December 24th, 1922, and recorded in Liber S. S. No. 6 folio 284, 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.

Parcel No. 3- All that farm or tract of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County at the southern end of Kent Island and known as "Long Point Farm", containing two hundred and sixty one acres, two roods and two perches of land, more or less and is the same tract of land, which was conveyed unto the said Susie C. Legg by Thomas B. Carter by deed dated September 21st, 1896 and recorded in Liber W. H. C. No. 5 folios 142 a land record book for Queen Anne's County and being also the same land described by metes and bounds, courses and distances in a deed from John T. Norman, Commissioner to the said James R. Legg dated the 28th. day of October, 1889 and recorded in Liber W. D. No. 3 folio 404 &c. a land record book for Queen Anne's County, to which said deeds and the references therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed.

TOGETHER with all the rights, roads, ways, waters, alleys, advantages and appurtenances thereto belonging or in anywise appertaining.

AND the said Thomas H. Legg warrants that he will covenant specially the property hereby conveyed and will give such other and further assurances of title as may be requisite or necessary.

WITNESS their hands and seals.

Test:

Leslie Q. Repp

THOMAS H. LEGG (SEAL)

EVELYN C. LEGG (SEAL)

STATE OF MARYLAND,

CARROLL COUNTY, TO WIT:

I hereby certify that on this 24th day of January, in the year nineteen hundred and thirty one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Carroll County, duly commissioned and qualified, personally appeared Thomas H. Legg and Evelyn C. Legg, his wife and did each acknowledge the foregoing deed to be their respective act and deed.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year above written.

EDWARD L. EICHMAN
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 349, 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 4th. day of June, in the year nineteen hundred and forty six.

A. SYDNEY GADD JR.
Clerk

EXHIBIT B
Filed June 7, 1946.

#18,829 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the First day of April, in the year nineteen hundred and thirty eight, the following Deed was brought to be recorded, to wit:-

One-Five Dollar, Two-Two Dollar and
One-Fifty Cent Int. Rev. Stamps. En-
dorsed E.E.M. 3/26/38.

One-Five Dollar, Two-Two Dollar and
One-Fifty Cent Recordation Tax Stamps.
Endorsed J.A.L. 4/1/38.

THIS DEED, made this 26th day of March, in the year nineteen hundred and thirty eight, by and between Emma Eareckson Murray and Gerard A. Murray, her husband, of Bessemer, Jefferson County, State of Alabama, parties of the first part, and J. Archie Legg, of Stevensville, Queen Anne's County, State of Maryland, party of the second part;

WITNESSETH, that for and in consideration of the sum of Ninety

Five Hundred Dollars (\$9500.00) and other valuable considerations, the receipts of which are hereby acknowledged, the said Emma Eareckson Murray and Gerard A. Murray, her husband, do hereby grant and convey unto the said J. Archie Legg, his heirs and assigns, in fee simple, the following described real estate, to wit:

PARCEL NUMBER ONE

ALL that tract of land or farm, known as "Eareckson's Prospect" or "The Eareckson Home Farm", situate, lying, and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Stevensville to Kent Point, adjoining the lands of (or formerly of) James B. Bright and James R. Legg, and containing 300 acres of land, more or less.

PARCEL NUMBER TWO

ALL that tract or parcel of woodland, known as "The Woodland belonging to "Eareckson's Prospect", situate, lying, and being on Kent Island, in the Fourth Election District of Queen Anne's County aforesaid, south of (but not immediately adjoining) the tract of land or farm above described, containing 20 acres of land, more or less.

TITLE REFERENCE

BEING the same tract of land or farm and tract or parcel of woodland which was devised by the last will and testament of Elizabeth W. Eareckson, bearing date the 6th day of June, 1877, and recorded in Liber W.A.J. No. 1, folios 212, etc., a will record book for Queen Anne's County aforesaid, unto Thomas B. Eareckson, for life, with remainder as in said will set forth. For further title references see the following:

(a) The deed from Thomas B. Eareckson to Emma Eareckson, bearing date the 4th day of July, 1908, and recorded in Liber S.S.No. 5, folios 82, etc., a land record book for Queen Anne's County aforesaid;

(b) The deed from Lillian Ruth Eareckson, et al., to Emma Eareckson, bearing date the 4th day of July, 1908, and recorded in Liber S.S. No. 5, folios 83, etc., a land record book for Queen Anne County aforesaid.

(c) The confirmatory deed from John F. Eareckson to Emma W. Eareckson, bearing date the 20th day of February, 1912, and recorded in Liber W.F.W. No. 1, folios 232, etc., a land record book for Queen Anne's County aforesaid;

(d) The deed from William O. Eareckson and Kathryn K. Eareckson, his wife, to Emma E. Murray, bearing date the 16th day of December, 1924, and recorded in Liber B.H.T. No. 2, folios 582, etc., a land record book for Queen Anne's County aforesaid; and

(e) The deed from Page Carter Eareckson to Emma Eareckson Murray, bearing date the 19th day of March, 1938, and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid preceding this deed.

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

TO HAVE and TO HOLD the said tract of land or farm and tract or parcel of woodland and premises, unto and to the use of the said J. Archie Legg, his heirs and assigns, in fee simple, forever.

RESERVING, however, unto the said Emma Eareckson Murray, her personal representatives and assigns, the landlord's share of all crops pitched and planted in the fall of the year 1937 and now growing on said tract of land or farm; and

SUBJECT to the rights of the tenant now occupying said tract of land or farm under his contract of renting (oral and/or written) with the said Emma Eareckson Murray or her agent and/or trustee, the said J. Archie Legg to succeed to the rights (except as to said crops hereinbefore mentioned) and assume the liabilities of the said Emma Eareckson Murray under said contract of renting.

AND the said Emma Eareckson Murray does hereby covenant that she has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurances of said land as may be requisite, except as to the tenancy above mentioned to which these covenants are not to apply.

WITNESS the hands and seals of the said Grantors:

TEST: (as to Grantors).

EMMA EARECKSON MURRAY (SEAL)

MARY REYNOLDS

GERARD A. MURRAY (SEAL)

STATE OF ALABAMA,)

JEFFERSON COUNTY,)

TO WIT:

I HEREBY CERTIFY that on this 26th day of March, in the year nineteen hundred and thirty eight, before me, the subscriber, a Notary Public of the State of Alabama in and for Jefferson County aforesaid, personally appeared Emma Eareckson Murray and Gerald A. Murray, her husband, and each acknowledged the foregoing DEED 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.

FRANCES C. PATTON
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. 6-A, 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 on this 4th day of June, in the year nineteen hundred and forty six.

A. SYDNEY GADD JR.
Clerk of Circuit Court

EXHIBIT C
Filed June 7, 1946.

.....
#21,906. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fourteenth day of July, in the year nineteen hundred and forty three, the following Deed was brought to be recorded, to wit:-

One-Ten Cent Recordation Tax Stamp.
Endorsed E A R 7/20/43

THIS DEED, made this 21st day of October, in the year nineteen hundred and forty-two, by and between J. Archie Legg and Mary D. Legg, his wife, of Queen Anne's County, Maryland, parties of the first part, "Grantors", T. Roland Carville, of said County and State, party of the second part, "Mortgagee", and Edna A. Robinson and Leonard Robinson, her husband, of said County and State, parties of the third part, "Grantees".

WHEREAS, J. Archie legg desires to convey the following described parcel of land which land is subject to the lien of a mortgage from the "Grantors" to T. Roland Carville, said mortgage bearing date March 26th, 1938, and recorded among the land records of Queen Anne's County in Liber W. H. C. No. 6-A, folio 382, etc; and

WHEREAS, T. Roland Carville, mortgagee, joins in this deed for the purpose of relasing only that portion of real estate as is to be conveyed by these presents, but reserving said mortgage lien as to the rest and residue of the real estate covered by the aforesaid mortgage.

NOW, THEREFORE, THIS DEED, WITNESSETH: That, in consideration of the sum of One Hundred Dollars (\$100.00), the said J. Archie Legg and Mary D. Legg, his wife, do hereby grant and convey and the said T. Roland Carville, mortgagee, does hereby release and discharge from the said mortgage and mortgage lien (but reserving said mortgage as to the rest and residue of the real estate covered by the mortgage aforesaid) to and unto the said Edna A. Robinson and Leonard Robinson, her husband, as tenants by the entireties, their heirs and assigns, in fee simple, the following described real estate, to wit:-

ALL that tract, parcel, lot or part of a tract, being a part of of a lot of land on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, lying on the easterly side of the Stevensville-Romanceke public road at or near a settlement called "Fredericktown" and being part of "The Woodland belonging to "Eareckson's Prospect", and more particularly described as follows, to wit: BEGINNING for the same at the center of the above named public road at the northwest corner of the lot of land described as Parcel No. 2 in the deed to J. Archie Legg from Emma and Gerard Murray, and running

- (1) thence by and with the center of said public road South 11 deg. 00' East, 105.0 feet;
- (2) thence South 81 deg. 57' East, 25.0 feet to an iron pipe set in concrete, thence continuing the same course 389.6 feet to an iron pipe set in concrete;
- (3) thence North 11 deg 00' West, 105.0 feet to an iron pipe set in concrete and in line of fence and edge of woods;
- (4) thence by and with said fence North 81 deg. 57' west, 389.6 feet to an iron pipe set in concrete, thence continuing the same course 25.0 feet to point of beginning, containing One Acre of land, more or less, according to survey made by J. B. Metcalfe, surveyor on June 29, 1942.

Being part of Parcel No. 2 of the land described and conveyed in the deed to J. Archie Legg from Emma Eareckson Murray and Gerard A. Murry, her husband, said deed bearing date March 26th, 1938, and recorded among the land records of Queen Anne's County in Liber W. H. C. No. 6-A, folio 380, etc.

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

TO HAVE AND TO HOLD the above granted property unto the said Edna A. Robinson and Leonard Robinson, her husband, as tenants by the entireties, their heirs and assigns, forever in fee simple.

AND the said J. Archie Legg does hereby covenant that he will warrant specially the above described property, and that he will execute such further assurance to said land as may be requisite.

Witness the hands and seals of the Grantors.

TEST as to all parties:-

BARNES LEGG
Barnes Legg

J. ARCHIE LEGG (SEAL)
J. Archie Legg

MARY D. LEGG (SEAL)
Mary D. Legg

T. ROLAND CARVILLE (SEAL)
T. Roland Carville

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

I HEREBY CERTIFY, that on this 21st day of October, 1942, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared J. Archie Legg and Mary D. Legg, his wife, and T. Roland Carville, and each acknowledged the foregoing DEED to be their respective act.

Witness my hand and Notarial Seal.

BARNES LEGG
Barnes Legg
Notary Public.

My commission expires: May 1943

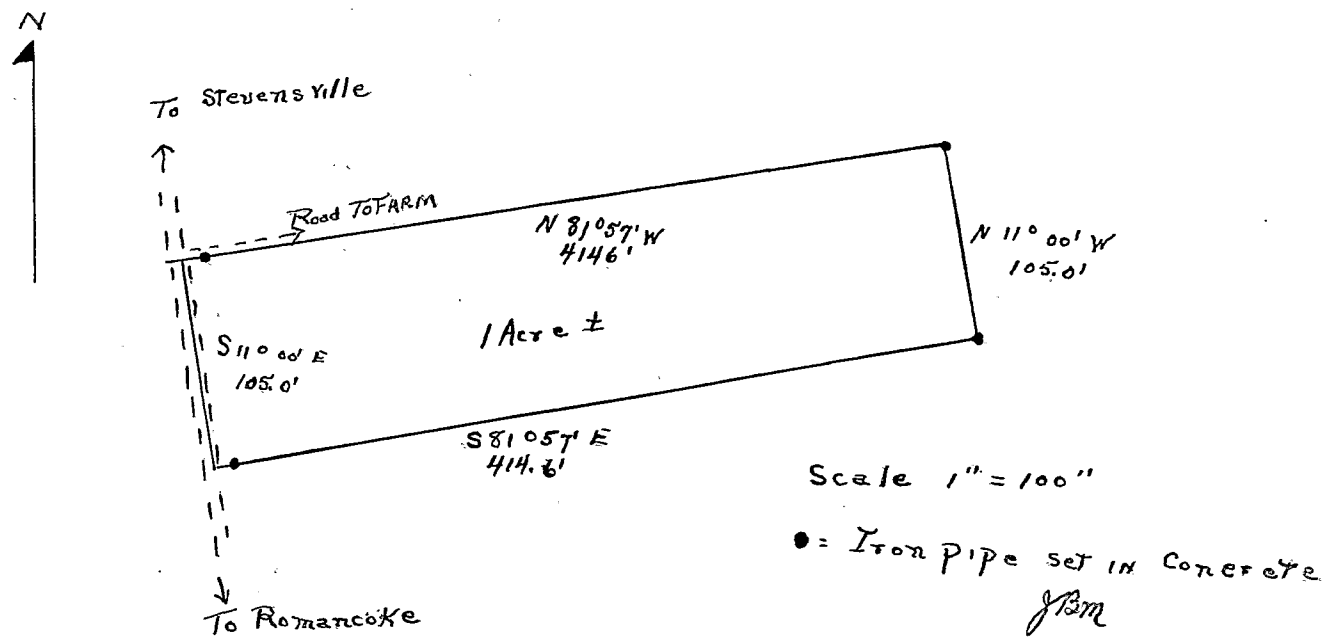
Notary
Public
Seal.

For Edna Robinson,
Stevensville, Md.

Being a part of a lot of land on Kent Island, Queen Anne Co. aforesaid, lying on the easterly side of The Stevensville-Romancoke public road at a settlement called Fredric Town. It being a part of the same land described as parcel TWO in deed dated of April 1st. 1938. From Emma Eareckson Murray and Gerald A. Murry her husband to J. Archie Legg and recorded in W. H. C. #6A, Folio 380, A land record book of Queen Anne County.

Beginning for the same at the center of the above named public road at the North West corner of the above described lot of land (Parcel #2) and running (1) Thence by and with the center of said public road S 11° 00' E - - 105.0' ft. (2) Thence S 81° 57' E - - - 25.0' to an iron pipe set in concrete Thence continuing the same course 289.6 ft. To an iron pipe set in concrete. (3) Thence N 11° 00' W - - - 105.0 ft. to an iron pipe set in concrete and in line of fence and edge of woods, (4) Thence by and with said fence N 81° 57' W --- 389.6 ft. to an iron pipe set in concrete, Thence continuing the same course 25.0 ft. to point of beginning, containing one acre of land more or less,

Surveyed Jun. 29-1942
J. B. Metcalfe, Surveyor #667



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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber A. S. G. Jr. No. 8, folios 71, 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 4th. day of June, in the year nineteen hundred and forty six.

A. SYDNEY GADD JR.
Clerk

EXHIBIT D
Filed June 7, 1946.

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

I, E. Earle Coursey, Register of Wills for Queen Anne's County, State

of Maryland, hereby certify that it appears from the records of my office that Letters of Administration on the Estate of J. Archibald Legg were granted unto May DeShane Legg on February 15, 1944, and that the First and Final Administration Account showing payment of all claims and Distribution of the balance was filed and passed on February 6, 1945.

Seal's Place. In Testimony Whereof I have hereunto set my hand and affixed the seal of the Orphans Court this 6th day of June - 1946.

EDWARD E. COURSEY
Register of Wills of Queen Anne's County,
Maryland.

EXHIBIT E
Filed June 7, 1946.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, E. Earle Coursey, Register of Wills for Queen Anne's County, State of Maryland, hereby certify that it appears from the records of my office that Letters of Administration on the Estate of James R. Legg were granted unto J. Archibald Legg on March 25, 1930 and that the First and Final Administration Account showing payment of all claims and Distribution of the balance was filed and passed on September 30, 1930.

Seal's Place. In Testimony Whereof I have hereunto set my hand and affixed the seal of the Orphans Court this 6th day of June - 1946.

EDWARD E. COURSEY
Register of Wills of Queen Anne's County,
Maryland.

EXHIBIT F
Filed June 7, 1946.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, E. Earle Coursey, Register of Wills for Queen Anne's County, State of Maryland, hereby certify that it appears from the records of my office that Letters of Administration on the Estate of Susie C. Legg were granted unto J. Archibald Legg on March 25, 1930 and that the First and Final Administration Account showing payment of all claims and Distribution of the balance was filed and passed on September 30, 1930.

Seal's Place. In Testimony Whereof I have hereunto set my hand and affixed the seal of the Orphans Court this 6th day of June - 1946.

EDWARD E. COURSEY
Register of Wills of Queen Anne's County,
Maryland.

EXHIBIT G
Filed June 7, 1946.

THIS CONTRACT OF SALE, made this 20th day of April, in the year nineteen hundred and forty-six, by and between May DeShane Legg, widow, Mary DeShane Legg, single, Mary DeShane Legg Trustee of the property of Paul Tolson Legg, Incompetent, all of Queen Anne's County, in the State of Maryland, Howard A. Legg and Dorothy Riggan Legg, his wife, of Ann Arundel County, in the State of Maryland, and Lucille Legg Taylor and Earl Thomas Taylor, her husband, of Wicomico County, in the State of Maryland, parties of the first part, hereinafter called Sellers, and David M. Nichols and Olive J. Nichols, his wife, of Baltimore City, in the State of Maryland, parties of the second part, hereinafter called Purchasers;

WHEREAS, J. Archibald Legg, late of Queen Anne's County, Maryland, deceased, departed this life on the 5th day of February, 1944, intestate, seized and possessed of the real estate hereinafter described, and other real estate, which descended unto his heirs at law; and

WHEREAS, said J. Archibald Legg departed this life, intestate as aforesaid, leaving surviving him as his only heirs at law and unto whom the said land descended, May DeShane Legg, his wifow, to the extent of a one-third interest, Howard A. Legg, Lucille Legg Taylor, Mary DeShane Legg and Paul Tolson Legg, who is adjudged non compos mentis, his children, each to the extent of a one-sixth interest; and

WHEREAS, the said real estate is now producing only a small annual net income, and the buildings thereon erected being in a poor state of repair; and

WHEREAS, is is deemed by the said Mary DeShane Legg, Trustee as aforesaid, to be for the benefit and advantage of said Incompetent to sell his share of said real and to invest the proceeds thereof in some productive fund for his benefit; and

WHEREAS, the above named Sellers have agreed to sell unto the above named Purchasers, as tenants by the entireties, at and for the sum of Nine Thousand Five Hundred Dollars (\$9,500.00), upon the terms and conditions hereinafter set forth, all of the following described real estate, to wit:

ALL of that farm or tract of land situate lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, on the east side of the public road leading from Stevensville to Kent Point, generally known as the "Eareckson Farm" containing something over One Hundred Acres of land more or less and being the same and all of that land which was designated as "Parcel No. 1" in a deed bearing date the 24th day of January, 1931, by which said deed Thomas H. Legg

and wife granted and conveyed unto the said J. Archibald Legg the one-half undivided interest of said Thomas H. Legg, in and to said farm or tract of land, the said J. Archibald Legg having acquired a one-third undivided interest in and to the same by inheritance from his father, James R. Legg, who departed this life on March 13, 1930, intestate, seized and possessed of the said real estate, and leaving surviving him Susie C. Legg, his widow, Thomas H. Legg, his son, and J. Archibald Legg, his son, as his only heirs at law. The aforesaid Susie C. Legg departed this life on March 17, 1930, intestate, and leaving surviving her, as her only heirs at law, the said Thomas H. Legg and J. Archibald Legg, each of whom thereupon inherited a one-sixth undivided interest in and to the same.

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 anyway appertaining.

NOW, THEREFORE, THIS CONTRACT OF SALE WITNESSETH, that for and in consideration of said sum of Nine Thousand Five Hundred Dollars (\$9,500.00) to be paid as hereinafter set forth, said Sellers do hereby agree to sell, free and clear of any and all liens and encumbrances of whatsoever kind or nature unto said Purchasers, and said Purchasers do hereby agree to purchase, free and clear of any and all liens and encumbrances as aforesaid, all that tract of land or farm and appurtenances as hereinbefore described, upon the following terms and conditions, that is to say:

1. PAYMENT OF PURCHASE MONEY. The purchase money shall be paid as follows, that is to say: the sum of Nine Hundred Fifty Dollars (\$950.00) to be paid by check upon the execution and delivery of this Contract of Sale; and the balance of Eight Thousand Five Hundred Fifty Dollars (\$8,550.00) to be paid in cash, or by certified check at the time of final settlement and passing of deed, which shall take place on the 2nd day of January, 1947, or upon the final ratification of this sale by the Circuit Court for Queen Anne's County, in Equity, as hereinafter provided for, in the event that such ratification shall not have been obtained prior to said 2nd day of January, 1947.

2. POSSESSION. Full possession of said property shall be given to the Purchasers on the date of final settlement. It is understood and agreed that said Sellers will give reasonable notice to Oscar Legg, the present tenant on said farm, to quit said premises before January 2, 1947.

3. CROPS. The Sellers are to retain all crops to be harvested during the year 1946, that is to say, said crops are excluded from this sale.

4. TAXES. All State, County and School taxes for the year 1946 shall be paid by the Sellers, and such taxes for the year 1947 shall be paid by the Purchasers.

5. INSURANCE. The Sellers agree to continue, pending final settlement under this Contract, such fire insurance policies covering the building on the aforesaid real estate as are now in force thereon, and further agree, pending said final settlement, to cause to be attached to said policies a Loss Payable Clause in favor of the Purchasers as their interest may appear; and it is further agreed that the Purchasers shall have the right, at their own cost and expense, to place such additional insurance on said buildings as they may desire in order to protect themselves as Purchasers.

6. CHANCERY PROCEEDINGS. The proceedings in chancery to procure the ratification of the sale under this Contract of Sale by the Circuit Court for Queen Anne's County in Equity shall be brought in the names of all said Sellers and Purchasers as complainants against Paul Tolson Legg, non compos mentis, and such other persons and bodies corporate, as defendants, as may be necessary to assure the Purchasers a good and marketable fee simple title to said tract of land or farm, free and clear of all liens and encumbrances of whatsoever kind or nature. All costs and expenses incident to 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 Howard Wood, 3rd, and / or to such other person or persons as the Court may appoint as trustees to carry out this Contract of Sale, shall be borne by the Sellers and shall be deducted from the proceeds of sale. It is understood that Howard Wood, 3rd, shall receive the initial payment of Nine Hundred Fifty Dollars (\$950.00) and deposit the same to his credit as trustee in the case of "Legg vs. Legg" in the Centreville National Bank of Maryland, subject to the future order of said Circuit Court for Queen Anne's County in Equity.

7. TITLE. It is understood and agreed that the Purchasers shall have the right at their own cost and expense, to have the title to the aforesaid tract of land examined by an attorney of their selection. It is further understood and agreed that the Purchasers shall, in addition to the expense of such title examination, pay for the preparation of a deed from the trustee appointed by said Court as aforesaid unto said Purchasers as tenants by the entireties, and pay also for the necessary revenue and recordation stamps to be affixed to said deed as well as all recording costs and charges incident thereto.

WITNESS the hands and seals of the parties to this Contract of Sale, executed in duplicate, the day and year first above written:

TEST:

<u>EDWARD P. COCKEY</u>	as to	<u>MAY DeSHANE LEGG</u> (SEAL) (May DeShane Legg)
<u>EDWARD P. COCKEY</u>	as to	<u>MARY DeSHANE LEGG</u> (SEAL) (Mary DeShane Legg)
<u>EDWARD P. COCKEY</u>	as to	<u>MARY DeSHANE LEGG, Trustee</u> (SEAL) (Mary DeShane Legg, Trustee of the property of Paul Tolson Legg)
<u>HELEN L. STRANGE</u>	as to	<u>HOWARD A. LEGG</u> (SEAL) (Howard A. Legg)
<u>HELEN L. STRANGE</u>	as to	<u>DOROTHY RIGGIN LEGG</u> (SEAL) (Dorothy Rigginn Legg)

<u>MARY J. CALLAWAY</u>	as to	<u>LUCILE LEGG TAYLOR</u> (SEAL) (Lucille Legg Taylor)
<u>MARY J. CALLAWAY</u>	as to	<u>EARL T. TAYLOR</u> (SEAL) (Earl Thomas Taylor)
		Sellers.
<u>CATHERINE C. WALLMAN</u>	as to	<u>DAVID M. NICHOLS</u> (SEAL) (David M. Nichols)
<u>CATHERINE C. WALLMAN</u>	as to	<u>OLIVE J. NICHOLS</u> (SEAL) (Olive J. Nichols)
		Purchasers.

EXHIBIT H
Filed June 7, 1946.

THIS CONTRACT OF SALE, made this 20th day of May, in the year nineteen hundred and forty-six, by and between May DeShane Legg, widow, Mary DeShane Legg, single, Mary DeShane Legg Trustee of the property of Paul Tolson Legg, Incompetent, all of Queen Anne's County, in the State of Maryland, Howard A. Legg and Dorothy Riggin Legg, his wife, of Ann Arundel County, in the State of Maryland, and Lucille Legg Taylor and Earl Thomas Taylor, her husband, of Wicomico County, in the State of Maryland, parties of the first part, hereinafter called Sellers, and Caroline T. Wilson, of Queen Anne's County, State of Maryland, party of the second part, hereinafter called Purchaser;

WHEREAS, J. Archibald Legg, late of Queen Anne's County, Maryland, deceased, departed this life on the 5th day of February, 1944, intestate, seized and possessed of the real estate hereinafter described, and other real estate, which descended unto his heirs at law; and

WHEREAS, said J. Archibald Legg departed this life, intestate as aforesaid, leaving surviving him as his only heirs at law and unto whom the said land descended, May DeShane Legg, his widow, to the extent of a one-third interest, Howard A. Legg, Lucille Legg Taylor, Mary DeShane Legg and Paul Tolson Legg, who is adjudged non compos mentis, his children, each to the extent of a one-sixth interest; and

WHEREAS, the said real estate consists entirely of woodland which is now producing no annual income; and

WHEREAS, it is deemed by the said Mary DeShane Legg, Trustee as aforesaid, to be for the benefit and advantage of said Incompetent to sell his share of said real estate and to invest the proceeds thereof in some productive fund for his benefit; and

WHEREAS, the abovenamed Sellers have agreed to sell unto the abovenamed Purchaser, at and for the sum of Twelve Hundred Dollars (\$1,200.00) upon the terms and conditions hereinafter set forth, all of the following described real estate, to wit:

ALL of that tract or parcel of woodland, known as the "Woodland formerly belonging to 'Eareckson's Prospect'", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, in the State of Maryland, south of (but not immediately adjoining) the farm known as "Eareckson's Prospect" recently sold by these Sellers, (with the ratification of the Circuit Court for Queen Anne's County, in Equity, in Cause No. 3441 on the Chancery Docket of said Court), unto John R. Coursey and wife, and containing 20 acres of land, more or less, being the same land which was granted and conveyed unto the said J. Archie Legg by Emma Eareckson Murray and husband, and designated as "Parcel Number Two" by deed dated March 26, 1938, and recorded in Liber W. H. C. No. 6A, folios 380, etc., a Land Record Book for Queen Anne's County aforesaid, save and except that portion of said land which was granted and conveyed by said J. Archie Legg and wife in his lifetime unto Edna A. Robinson and husband, containing one acre of land more or less, by deed bearing date the 21st day of October, 1942, and recorded in Liber A. S. G. Jr. No. 8, folios 71, etc., a Land Record Book for Queen Anne's County aforesaid, leaving the quantity of 19 acres of land, more or less, which is hereby contracted to be sold.

TOGETHER with all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

NOW, THEREFORE, THIS CONTRACT OF SALE WITNESSETH, that for and in consideration of said sum of Twelve Hundred Dollars (\$1,200.00), to be paid as hereinafter set forth, said Sellers do hereby agree to sell, free and clear of any and all liens and encumbrances of whatsoever kind or nature unto said Purchaser, and said Purchaser does hereby agree to purchase, free and clear of any and all liens and encumbrances as aforesaid, all that tract or parcel of woodland and appurtenances as hereinbefore described, upon the following terms and conditions, that is to say:

1. PAYMENT OF PURCHASE MONEY: The purchase money shall be paid as follows, that is to say: the sum of One Hundred and Twenty Dollars (\$120.00) to be paid by check upon the execution and delivery of this Contract of Sale; and the balance of One Thousand Eighty Dollars (\$1,080.00) to be paid in cash or by certified check at the time of final settlement and passing of deed, which shall take place upon the final ratification of this sale by the Circuit Court for Queen Anne's County in Equity, as hereinafter provided for.

2. POSSESSION: Full possession of said property shall be given to the Purchaser on the date of final settlement hereunder.

3. TAXES: All, State, County and School taxes for the year 1946 shall be adjusted as of the date of final settlement hereunder.

4. CHANCERY PROCEEDINGS: The proceedings in chancery to procure the ratification of the sale under this Contract of Sale by the Circuit Court for Queen Anne's County in Equity shall be brought in the names of all said Sellers and said Purchaser as complainants against Paul Tolson Legg, non compos mentis, and such other persons and bodies corporate, as defendants, as may be necessary to assure the Purchaser a good and marketable fee simple title to said tract or parcel of woodland, free and clear of all liens and encumbrances of whatsoever kind or nature. All costs and expenses

incident to 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 Howard Wood, 3rd, and/or to such other person or persons as the Court may appoint as trustees to carry out this Contract of Sale, shall be borne by the Sellers and shall be deducted from the proceeds of sale. It is understood that Howard Wood, 3rd, shall receive the initial payment of One Hundred Twenty Dollars (\$120.00) and deposit the same to his credit as trustee in the case of "Legg vs. Legg" in the Centreville National Bank of Maryland, subject to the future order of said Circuit Court for Queen Anne's County in Equity.

5. TITLE: It is understood and agreed that the Purchaser shall have the right at her own cost and expense, to have the title to the aforesaid tract of land examined by an attorney of her selection. It is further understood and agreed that the Purchaser shall, in addition to the expense of such title examination, pay for the preparation of a deed from the trustee appointed by said Court as aforesaid unto said Purchaser, and pay also for the necessary revenue and recordation stamps to be affixed to said deed as well as all recording costs and charges incident thereto.

WITNESS the hands and seals of the parties to this Contract of Sale, executed in duplicate, the day and year first above written:

TEST:

MARY J. CALLAWAY as to MAY DeSHANE LEGG (SEAL)
(Mary DeShane Legg)
MARY J. CALLAWAY as to MARY DeSHANE LEGG (SEAL)
(Mary DeShane Legg)
MARY J. CALLAWAY as to MARY DeSHANE LEGG (SEAL)
(Mary DeShane Legg, Trustee
of the property of Paul
Tolson Legg)
VIRGINIA C. CRABBE as to HOWARD A. LEGG (SEAL)
(Howard A. Legg)
VIRGINIA C. CRABBE as to DOROTHY RIGGIN LEGG (SEAL)
(Dorothy Rigginn Legg)
LOLETA E. CARVILLE as to LUCILE LEGG TAYLOR (SEAL)
(Lucile Legg Taylor)
LOLETA E. CARVILLE as to EARL THOMAS TAYLOR (SEAL)
(Earl Thomas Taylor)
Sellers.
_____ as to _____ (SEAL)
(Caroline T. Wilson)
Purchaser.

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER. Filed June 12, 1946.

QUEEN ANNE'S COUNTY, TO WIT: THE STATE OF MARYLAND Seal's Place. TO

Paul Tolson Legg, n. c. m.,

OF DORCHESTER COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of July next, to answer the complaint of May De Shane Legg, et al., against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of June 1946. Issued the Seventh day of June 1946.

Gibson and Wood Solicitors for Complainants

A. SYDNEY GADD JR. Clerk

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 July next, being the Return Day.

A. SYDNEY GADD JR. Clerk.

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

"Served by reading to and leaving copies of within subpoena with Paul Tolson Legg and Dr. Robt. E. Gardner, Supt. of The Eastern Shore State Hospital, this 11th day of June 1946, 1946.

RUFUS W. DEAN Sheriff"

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER Filed June 18th, 1946.

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

TO

Mary De Shane Legg, Committee

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of July next, to answer the complaint of May De Shane Legg, et al., against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of June 1946. Issued the Seventh day of June 1946.

A. SYDNEY GADD JR. Clerk

Gibson and Wood
Solicitors 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 July next, being the Return Day.

A. SYDNEY GADD JR. Clerk

Seal's
Place.

And on the back of the foregoing Subpoena was thus endorsed, to wit: "Summons by reading same to Mary DeShane Legg and Leaving Copy of same with her. June 18, 1946. Louis B. Perkins, Sheriff."

ANSWER OF PAUL TOLSON LEGG,
n.c.m. DEFENDANT, by his
COMMITTEE AND TRUSTEE.
Filed June 25, 1946.

MAY DE SHANE LEGG, et al.,
Plaintiffs,
vs.
PAUL TOLSON LEGG, n.c.m.,
Defendant.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Paul Toldon Legg, non compos mentis, by Mary De Shane Legg, his Committee and Trustee, to the Bill of Complaint of May De Shane Legg and others, exhibited against him in the above entitled cause, says:

That this Defendant cannot admit any of the matters and things alleged in said Bill of Complaint, and being a person non compos mentis, submits his rights to the protection of this Honorable Court.

MARY DESHANE LEGG
Committee and Trustee.

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

I HEREBY CERTIFY that on this 24th day of June, 1946, before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Mary De Shane Legg, the above named Committee and Trustee of Paul Tolson Legg, incompetet, 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.

Notary
Public
Seal.

BARNES LEGG
Notary Public.

DEPOSITIONS
Filed July 2, 1946.

MAY DE SHANE LEGG, WIDOW, ET AL.,
Plaintiffs,
VS.
PAUL TOLSON LEGG, NON COMPOS MENTIS,
Defendant.

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

Cause No. 3477

TO THE HONORABLE, THE JUDGES OF SAID COURT:

One of the solicitors for the Plaintiffs, Howard Wood, 3rd, 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 2nd day of July, 1946, in the law office of Gibson and Wood, in the town of Centreville, Queen Anne's

County, Maryland, at the hour of 2:30 o'clock P.M. there being present J. Fred Carter, Claude Lowery, two witnesses called by the plaintiffs, May De Shane Legg, one of the plaintiffs in this cause, Howard Wood, 3rd, one of the Solicitors for the plaintiffs, Mary De Shane Legg, Committee and Trustee for Paul Tolson Legg, non compos mentis, and proceeded to take the following testimony, to wit:

J. Fred Carter, the first witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

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

A. J. Fred Carter, Stevensville, 61, farmer

Q. 2. Do you know the farm known as the "Eareckson Farm", now owned by the heirs of the late J. Archie Legg, lying on the east side of the public road leading from Stevensville to Kent Point?

A. Yes.

Q. 3. About what size farm is it?

A. Between 80 and 90 acres, I think.

Q. 4. Mr. and Mrs. David M. Nichols have offered to purchase this farm from its present owners for the sum of Nine Thousand Five Hundred Dollars (\$9,500.00). Do you regard this as a fair and reasonable price for this farm?

A. I do.

Q. 5. What is the condition of the farm buildings on this farm?

A. Very much in need of repair.

Q. 6. Would it, in your opinion, be advantageous to the persons now owning this farm to sell it to Mr. and Mrs. Nichols for \$9,500.00 and invest the proceeds in some other way?

A. I do.

Q. 7. Do you know the 19-acre parcel of woodland formerly belonging to "Eareckson's Prospect" farm, which was retained by the heirs of the late J. Archie Legg when they sold "Eareckson's Prospect" farm to John R. Coursey and wife?

A. Yes.

Q. 8. Miss Caroline T. Wilson has offered to purchase this parcel of woodland from the present owners for the sum of \$1,200.00. Do you regard this as a fair and reasonable price for this woodland?

A. I do.

Q. 9. Do you believe that it would be advantageous to the persons now owning this woodlot to sell it to Miss Wilson for \$1,200.00 and invest the proceeds in some other way?

A. I do.

Examiner's Special.

I do not.

J. FRED CARTER

May De Shane Legg, the second witness of lawful age produced on the part of the Plaintiffs being duly sworn and examined did depose and say:

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

A. May De Shane Legg, adult, Stevensville, Maryland, housewife.

Q. 2. Are you one of the plaintiffs in this case?

A. I am.

Q. 3. Are you the widow of the late J. Archibald Legg?

A. Yes.

Q. 4. When did he die?

A. February 5th, 1944.

Q. 5. Did he leave a last will and testament?

A. No.

Q. 6. Were Letters of Administration granted on his personal estate?

A. Yes, I was appointed Administratrix of his estate on February 15, 1944. I completed the administration on his estate, which was entirely solvent, after proper notice to creditors.

Q. 7. Mrs. Legg, I hand you a paper marked "Exhibit D". Please look at it and state what it is.

A. It is a certificate to the facts I have just stated signed by the Register of Wills of Queen Anne's County.

Q. 8. Who were the heirs of J. Archibald Legg surviving him at his death?

- A. Howard A. Legg, son, Lucille Legg Taylor, daughter, Mary De Shane Legg, daughter, Paul Tolson Legg, non compos mentis, son, and myself, his widow.
- Q. 9. Are you familiar with the farm generally known as "The Eareckson Farm", which lies on the east side of the public road leading from Stevensville to Kent Point.
- A. Yes, it is one of the tracts of land which my husband owned at his death.
- Q. 10. How did your husband acquire title to the Eareckson Farm?
- A. He inherited a 1/3 interest from his father, James R. Legg, who died on March 13, 1930, intestate, owning the farm and leaving my husband and Thomas H. Legg as his only children and Susie C. Legg, his widow. They were his only heirs at law.
- My husband inherited a further 1/6 interest from his mother, Susie C. Legg, who died on March 17, 1930, intestate, leaving my husband and Thomas H. Legg as her only children and heirs at law.
- Later my husband received the remaining 1/2 interest in the farm by deed from Thomas H. Legg and wife, dated January 24, 1931, and recorded in Liber B.H.T. No. 12, folios 349 etc. a Land Record Book for Queen Anne's County, Maryland.
- Q. 11. Mrs. Legg, I now hand you a paper marked "Exhibit A". Please look at it and state what it is.
- A. It is a certified copy of the deed of which I have just testified.
- Q. 12. Were Letters of Administration granted on the personal estate of James R. Legg?
- A. Yes, my husband was appointed Administrator on March 25, 1930, and completed the administration of the estate, which was entirely solvent, after proper notice to creditors.
- Q. 13. I now hand you a paper marked "Exhibit E". Please look at it and state what it is.
- A. It is a certificate of the Register of Wills of Queen Anne's County to the facts I have just stated.
- Q. 14. Were Letters of Administration granted on the personal estate of Susie C. Legg?
- A. Yes, my husband was appointed administrator on March 25, 1930 and completed the administration of the estate, which was entirely solvent, after proper notice to creditors.
- Q. 15. I now hand you a paper marked "Exhibit F". Please look at it and state what it is.
- A. It is a certificate of the Register of Wills of Queen Anne's County to the facts I have just stated.
- Q. 16. Has anyone been appointed as Committee and Trustee of Paul Tolson Legg?
- A. Yes, My daughter, Mary De Shane Legg was appointed on May 12, 1945, by the Circuit Court of Queen Anne's County in Equity in Chancery Cause No. 2766, to succeed my husband, the former Committee and Trustee.
- Q. 17. As you know, David M. Nichols and Olive J. Nichols, his wife, have entered into a contract dated April 20, 1946, with you and the other heirs of you husband by which you agree to sell the Eareckson Farm to Mr. and Mrs. Nichols, subject to the approval and ratification of the Circuit Court for Queen Anne's County in Equity, at and for the sum of Nine Thousand Five Hundred Dollars (\$9,500.00). I now hand you a paper marked "Exhibit G". Please look at it and state what it is.
- A. It is one of the originals of the contract you have just mentioned.
- Q. 18. For what reasons did you and the other heirs of your husband decide to sell the Eareckson Farm?
- A. The farm is producing a low income, only Three Hundred Fifty Dollars (\$350.00) in annual cash rent. The farm buildings are in need of immediate repair and it is doubtful that we could have continued to find a tenant without making extensive improvements which we could not afford under present conditions.
- Q. 19. Do you believe that the sum of Nine Thousand Five Hundred Dollars (\$9500.00) is a fair and reasonable price for this farm?
- A. Yes, I think it is a very good price.
- Q. 20. Would it be practical to divide the farm into several parcels, each parcel to become the property of one of your husband's heirs?
- A. No. That would make small, unproductive lots of land, none of which would be useful as an investment. I feel that it would be advantageous to all parties that the farm should be sold to Mr. and Mrs. Nichols.
- Q. 21. Have Mr. and Mrs. Nichols made any down payment under their contract?
- A. Yes. They have paid Nine Hundred Fifty Dollars (\$950.00), which is being held by Mr. Howard Wood 3rd until the Court passes its order to ratifying the sale and audit of same.
- Q. 22. Are you familiar with the parcel of woodland, formerly belonging to "Eareckson's Prospect", lying south of (but not adjoining) "Eareckson's Prospect" farm?
- A. Yes, it was owned by my husband at his death.
- Q. 23. How did he acquire title to it?

- A. By deed of Emma Eareckson Murray and husband, dated March 26, 1939, and recorded in Liber W.H.C. No. 6-A, folios 380, etc., a Land Record Book for Queen Anne's County, Maryland, conveying 20 acres of said woodland to my husband.
- Q. 24. I now hand you a paper marked "Exhibit B". Please look at it and state what it is.
- A. It is a certified copy of the deed I have just mentioned.
- Q. 25. Did your husband sell off any of this land prior to his death?
- A. Yes. One acre was sold and conveyed to Edna A. Robinson and Leonard Robinson, her husband, as tenants by the entireties. I joined with my husband in a deed to them, dated October 21, 1942, and recorded in Liber A.S.G. Jr. No. 8, folios 71, etc., a Land Record Book for Queen Anne's County, Maryland.
- Q. 26. I now hand you a paper marked "Exhibit C". Please look at it and state what it is.
- A. It is a certified copy of the deed to the Robinsons which I have just described.
- Q. 27. As you know, you and the other heirs of your husband have contracted to sell the 19 acres of woodland, still remaining unsold, to Caroline T. Wilson, subject to the approval and ratification of this Court, at and for the sum of One Thousand Two Hundred Dollars (\$1,200.00), upon the terms set forth in a contract of sale executed in duplicate on May 20, 1946. I now hand you a paper marked "Exhibit H". Please look at it and state what it is.
- A. It is one of the originals of the contract of sale you have just described.
- Q. 28. What are the reasons which made you and the other heirs of your husband decide to sell this woodland?
- A. It has produced no income since my husband's death, and we feel that its only value to us is its sale value.
- Q. 29. Do you believe that \$1,200.00 is a fair and reasonable price for this woodland?
- A. Yes, I feel that \$1,200.00 is an excellent price for it.
- Q. 30. Would it be practical to subdivide the woodland into parcels which could be allotted directly to you and the other heirs of your husband?
- A. No. That would mean the division of the woodland into one parcel of more than six acres and four parcels of slightly over three acres each. The only possible market for the land is in much smaller lots, of an acre or less. I feel that it would be advantageous to all parties to sell the land in one tract to Miss Wilson, rather than to attempt an impractical subdivision.
- Q. 31. Has Miss Wilson made any down payment on the woodland?
- A. Yes. She has paid \$120.00 to Mr. Howard Wood, 3rd, who is holding said sum until the passage of this Court's order in regard to it.

Examiner's Special.

I do not think so.

MAY DE SHANE LEGG

Claude Lowery, the third witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

- Q. 1. State your name, age, residence and occupation.
- A. Claude Lowery, 45, Chester, farmer.
- Q. 2. Do you know the farm known as the "Eareckson Farm", now owned by the heirs of the late J. Archie Legg, lying on the east side of the public road leading from Stevensville to Kent Point?
- A. Yes.
- Q. 3. About what size farm is it?
- A. Not over 60 acres of tillable land, Probably 90 acres total.
- Q. 4. Mr. and Mrs. David M. Nichols have offered to purchase this farm from its present owners for the sum of Nine Thousand Five Hundred Dollars (\$9,500.00). Do you regard this as a fair and reasonable price for this farm?
- A. Yes, Sir, I think it is a very good price.
- Q. 5. What is the condition of the farm buildings on this farm?
- A. Fair condition.
- Q. 6. Would it, in your opinion, be advantageous to the persons now owning this farm to sell it to Mr. and Mrs. Nichols for \$9,500.00 and invest the proceeds in some other way?
- A. I would think so. Yes, sir.
- Q. 7. Do you know the 19-acre parcel of woodland formerly belonging to "Eareckson's Prospect" farm, which was retained by the heirs of the late J. Archie Legg when they sold "Eareckson's Prospect" farm to John R. Coursey and wife?
- A. Yes, although I don't know how good the timber is.
- Q. 8. Miss Caroline T. Wilson has offered to purchase this parcel of woodland from the pre-

sent owners for the sum of \$1,200.00. Do you regard this as a fair and reasonable price for this woodland?

A. I would say yes. It would be a fair price for it alright.

Q. 9. Do you believe that it would be advantageous to the persons now owning this woodlot to sell it to Miss Wilson for \$1,200.00 and invest the proceeds in some other way?

A. I should think it would.

Examiner's Special.

Indeed I do not.

CLAUDE LOWERY

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 now 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 in this Cause as follows, to wit:

Richard T. Earle, Examiner	\$ 8.00
J. Fred Carter, First Witness .....	.00
(waived his fee)	
May De Shane Legg, Second Witness .....	.00
(waived her fee)	
Claude Lowery, Third Witness .....	.00
(waived his fee)	
Caroline Wilson, Stenographer, for transcribing testimony	5.00
<hr/>	
Total.....	\$ 13.00

RICHARD T. EARLE
Richard T. Earle.
EXAMINER

FOR EXAMINER'S EXHIBITS A to H, SEE EXHIBITS A to H RECORDED ABOVE FOLLOWING BILL OF COMPLAINT.

DECREE
Filed July 13, 1946.

MAY DE SHANE LEGG et al.,
Plaintiffs,

vs.

PAUL TOLSON LEGG, non compos
mentis,
Defendant.

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

Cause No. 3477

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 13th day of July, 1946, 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 the real estate mentioned and described in these proceedings as having been sold under a contract of sale filed in these proceedings as Exhibit G to two of the plaintiffs, David M. Nichols and Olive J. Nichols, his wife, as tenants by the entireties, at and for the sum of Nine Thousand Five Hundred Dollars (\$9,500.00), upon the terms set forth in said contract of sale, subject to the final ratification of said sale by this Court, be sold to them, as tenants by the entireties, for the purpose of partition of the proceeds of sale among the parties entitled thereto.

That the real estate mentioned and described in these proceedings as having been sold under a contract of sale filed in these proceedings as Exhibit H to one of the plaintiffs, Caroline T. Wilson, at and for the sum of One Thousand Two Hundred Dollars (\$1,200.00), upon the terms set forth in said contract of sale, subject to the final ratification of said sale by this Court, be sold to her for the purpose of partition of the proceeds of sale among the parties entitled thereto.

That Howard Wood, 3rd, of Queen Anne's County, State of Maryland, be and he is hereby appointed Trustee to carry out the terms of said contracts and to make said sales, but before he shall proceed to act as such Trustee he shall 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 Eleven Thousand Dollars (\$11,000.00) if corporate surety be given, and in double that amount if personal surety be given, conditioned upon 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.

That as soon as may be convenient thereafter said trustee shall return to this Court a full and particular account of said sales, with an affidavit of the truth and fairness thereof annexed.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sales of the real estate made in this cause by Howard Wood, 3rd, the trustee appointed to make such sales and to carry out the terms of the contracts for the sales thereof, unto your Honors, respectfully shows:

1. That pursuant to the decree of this Honorable Court passed on the 13th day of July, 1946, your trustee filed in this cause a bond in the penalty of Eleven Thousand Dollars (\$11,000.00), with a corporate surety thereon, which said bond was duly approved by the Clerk of this Court.

2. That thereupon, pursuant to said decree, your trustee on the 13th day of July, 1946, proceeded to carry out the terms of the contract for the sale of and sold the tract of land or farm mentioned and described in these proceedings, which is described as follows, to wit:

ALL of that farm or tract of land situate lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, on the east side of the public road leading from Stevensville to Kent Point, generally known as the "Eareckson Farm" containing something over One Hundred Acres of land more or less and being the same and all of that land which was designated as "Parcel No. 1" in a deed bearing date the 24th day of January, 1931, by which said deed Thomas H. Legg and wife granted and conveyed unto the said J. Archibald Legg the one-half undivided interest of said Thomas H. Legg, in and to said farm or tract of land, the said J. Archibald Legg having acquired a one-third undivided interest in and to the same by inheritance from his father, James R. Legg, who departed this life on March 13, 1930, intestate, seized and possessed of the said real estate, and leaving surviving him Susie C. Legg, his widow, Thomas H. Legg, his son, and J. Archibald Legg, his son, as his only heirs at law. The aforementioned Susie C. Legg departed this life on March 17, 1930, intestate, and leaving surviving her, as her only heirs at law, the said Thomas H. Legg and J. Archibald Legg, each of whom thereupon inherited a one-sixth undivided interest in and to the same; unto David M. Nichols and Olive J. Nichols, his wife, as tenants by the entirety, at and for the sum of Nine Thousand Five Hundred Dollars (\$9,500.00), upon the terms and conditions set forth in the contract of sale mentioned in this cause, which said contract of sale is designated "Plaintiffs' Exhibit G" and is filed herein.

3. That said David M. Nichols and Olive J. Nichols, his wife, have paid unto your trustee, under the terms of said contract of sale, the sum of Nine Hundred Fifty Dollars (\$950.00) on account of the purchase price.

4. That on the said 13th day of July, 1946, your trustee also proceeded to carry out the terms of the contract of sale and sold the parcel of woodland mentioned and described in these proceedings, which is described as follows, to wit:

ALL of that tract or parcel of woodland, known as the "Woodland formerly belonging to 'Eareckson's Prospect'", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, in the State of Maryland, south of (but not immediately adjoining) the farm known as "Eareckson's Prospect" recently sold by these Sellers, (with ratification of the Circuit Court for Queen Anne's County, in Equity, in Cause No. 3441 on the Chancery Docket of said Court), unto John R. Coursey and wife, and containing 20 acres of land, more or less, being the same land which was granted and conveyed unto the said J. Archie Legg by Emma Eareckson Murray and husband, and designated as "Parcel No. Two" by deed dated March 26, 1938, and recorded in Liber W.H.C. No. 6-A, folios 380, etc., a Land Record Book for Queen Anne's County aforesaid, save and except that portion of said land which was granted and conveyed by said J. Archie Legg and wife in his lifetime unto Edna A. Robinson and husband, containing one acre of land more or less, by deed bearing date the 21st day of October, 1942, and recorded in Liber A.S.G. Jr. No. 8, folios 71, etc., a Land Record Book for Queen Anne's County aforesaid, leaving the quantity of 19 acres of land, more or less; unto Caroline T. Wilson, at and for the sum of One Thousand Two Hundred Dollars (\$1,200.00), upon the terms and conditions set forth in the contract of sale mentioned in this cause, which said contract of sale is designated "Plaintiffs' Exhibit H" and is filed herein.

5. That said Caroline T. Wilson has paid unto your trustee, under the terms of said contract of sale, the sum of One Hundred Twenty Dollars (\$120.00) on account of the purchase price.

Respectfully submitted,

HOWARD WOOD, 3rd
(Howard Wood, 3rd)
Trustee.

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

I HEREBY CERTIFY that on this 13th day of July, 1946, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, 3rd, the 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 SALES are true and bona fide as therein stated, and that the sales were fairly made.

A. SYDNEY GADD JR.
Clerk.

NISI SALES
Filed July 13, 1946.

N I S I

May De Shane Legg, et al.,
Plaintiffs,

vs.

Paul Tolson Legg, h. c. m.

In the Circuit Court
for Queen Anne's County

In Equity
Chancery No. 3477

ORDERED, This 13th day of July A.D., 1946, that the sales of real estate made and reported in this cause by Howard Wood, 3rd., Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th. 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 17th. day of August next.

The Report states the amount of sales to be \$10,700.00

A. SYDNEY GADD JR. Clerk.

Filed July 13, 1946

CERTIFICATE PUBLICATION NISI SALE
Filed September 17, 1946.

N I S I

May De Shane Legg, et al.,
Plaintiffs

vs.

Paul Tolson Legg, n.c.m.

In the Circuit Court for Queen Anne's County In Equity. Chancery No. 3477

ORDERED, This 13th day of July, A. D., 1946, that the sales of real estate made and reported in this cause by Howard Wood, 3rd, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of August next.

The Report states the amount of sales to be \$10,700.00.

A. Sydney Gadd, Jr. Clerk
Filed: July 13, 1946.
True Copy-
Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Sept. 17, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the case/estate of May De Shane Legg, et al vs. Paul Tolson Legg, n. c. m. Chancery No. 3477 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 17th. day of August 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18th. day of July 1946, and the last insertion on the 8th. day of August 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

FINAL ORDER OF RATIFICATION
Filed Sept. 18, 1946.

MAY DE SHANE LEGG, ET AL.,
Plaintiffs,

vs.

PAUL TOLSON LEGG, n.c.m.,
Defendant.

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

Cause No. 3477.

FINAL ORDER OF RATIFICATION

ORDERED, this 18th day of September, 1946, 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 Howard Wood, 3rd, Trustee, 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 said Howard Wood, 3rd, Trustee as aforesaid, is allowed the usual commissions allowed by this Court upon the sales of real estate and for all expenses, not personal, upon producing the vouchers therefor before the auditor.

WM. R. HORNEY
Judge.

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AUDIT
 Filed October 2, 1946.

CAUSE NO. 3477.

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

May De Shane Legg, et al.,)
 versus)
 Paul Tolson Legg, non compos mentis.)

To the Honorable, the Judges of said Court:-

The Report of Madison Brown, your Auditor, unto your Honors respectfully sets forth;-

- (1) That these proceedings were instituted and have been conducted for a sale under the decree of this Court of the Real Estate left by J. Archibald Legg for division of the proceeds of the sale of said Real Estate among his heirs-at-law in lieu of a division of the land among them.
- (2) That these heirs-at-law are named and described in Paragraph 2 of the Bill of Complaint (Paper marked No. 1).
- (3) That Howard Wood, 3rd., was appointed by the decree passed in this Cause as the Trustee to make the sale decreed to be made and he as Trustee sold the Real Estate for \$10,700.00, according to his Report of Sale (Paper marked No. 16), filed in this Cause.
- (4) The Auditor has stated the within account at the request of said Trustee and in the within account has charged the Trustee with the amount of the gross sale made by him and has then allowed thereout to the Trustee, as follows:

 His Commissions on the amount of the gross sale according to the Rule of this Court, the Court costs of these proceedings, costs of advertising the several orders nisi of this Cause and the fee of the Auditor.
- (5) The balance remaining after these allowances is the net amount of the sale and the amount for division among the said heirs-at-law of the said J. Archibald Legg and this amount has been distributed by the Auditor by the within account among said heirs-at-law according to their respective rights.
- (6) The share of Paul Tolson Legg, one of said heirs, being his own property is by the within account distributed unto him, but the Auditor calls the attention of the Court to the fact that he has been judged a person non compos mentis and that he has a Trustee for his property as will appear by reference to the Bill of Complaint filed.

Which is respectfully submitted,

MADISON BROWN
 AUDITOR

OCTOBER THE FIRST, 1946.

CAUSE NO. 3477:

The proceeds of the sales of the Real Estate of May De Shane Legg, Howard A. Legg, Lucille Legg Taylor, Mary De Shane Legg, Paul Tolson Legg, IN ACCOUNT WITH Howard Wood, 3rd, the Trustee appointed by the decree (Paper No. 14) passed in this Cause to sell said Real Estate.

1946	CR.	
July		
13	By amount of the gross sales of the two tracts of land sold by said Trustee per his Report of Sales (Paper No. 15), to wit: the sum of	\$10,700.00

1946	DR.	
July		
13	To Howard E. Wood, 3rd, Trustee, for his commissions per rule of Court, for making the sales mentioned, to wit: the sum of	\$ 473.00
	To same Trustee for the costs of his bond as Trustee, filed in this Cause with Corporate surety thereon, paid or to be paid said surety, per account for same exhibited to Auditor, to wit: the sum of	44.00
	To the same Trustee, for the Court costs of this Cause, per statement of Clerk of Court, exhibited to the Auditor, as follows:	
	Appearance fee of Gibson & Wood,	\$ 10.00
	Costs due Clerk,	61.60
	Costs due Register of Wills, . . . . .	.75
	Costs of Sheriff Dorchester County, . . . . .	.75
	Costs of Sheriff of Queen Anne's County, . . . . .	.75
	Costs of R. T. Earle, Examiner,	8.00
	Costs of Clerk to Examiner,	5.00
	Total amount of costs allowed,	86.85

86.85

To same Trustee, for costs of advertising the order nisi passed on Report of Sales per receipted account for same exhibited, the sum of	\$ 5.00	
To same trustee for the cost 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>\$630.35</u>	
To balance carried to next page,	<u>10,069.65</u>	<u>\$10,700.00</u>
	\$10,700.00	\$10,700.00

CAUSE NUMBER 3477:

CR.

By Balance brought over, \$10,069.65

DR.

DISTRIBUTION AMONG JOINT OWNERS, HEIRS-AT-LAW
OF J. ARCHIBALD LEGG:

To May De Shane Legg, his widow, 1/3 of said balance, to wit:	\$ 3,356.55	
To Howard E. Legg, his son, 1/4 of 2/3 of said balance, to wit:	\$ 1,678.27	
To Lucille Legg Taylor, his daughter, 1/4 of 2/3 of said balance, to wit:	\$ 1,678.27	
To Mary De Shane Legg, his daughter, 1/4 of 2/3 of said balance,	\$ 1,678.28	
To Paul Tolson Legg, his son, 1/4 of 2/3 of said balance,	<u>\$ 1,678.28</u>	<u>\$10,069.65</u>
	\$10,069.65	\$10,069.65

October the first, 1946.

MADISON BROWN

AUDITOR

NISI RATIFICATION OF AUDIT
Filed October 2, 1946.

NISI RATIFICATION OF AUDIT

May De Shane Legg, et al.,

In the Circuit Court

vs

for Queen Anne's County

Paul Tolson Legg, n. c. m.

In Equity

Cause No. 3477

ORDERED, This 2nd. day of October in the year nineteen hundred and forty 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 25th. day of October, 1946; provided a copy of this order be published once a week in each of two successive weeks before the 18th. day of October, 1946, in some newspaper printed and published in Queen Anne's County.

Filed October 2, 1946.

A. SYDNEY GADD JR. Clerk.

NISI RATIFICATION OF AUDIT
PUBLICATION AND CERTIFICATION
Filed December 4, 1946.

NISI RATIFICATION OF AUDIT

May De Shane Legg, et al.

vs.

Paul Tolson Legg, n.c.m.

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

Cause No. 3477

ORDERED, This 2nd day of October, in the year nineteen hundred and forty-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 25th day of October, 1946; provided a copy of this order be published once a week in each of two successive weeks before the 18th day of October, 1946, in some newspaper printed and published in Queen Anne's County.

Filed: October 2, 1946.
True Copy-
Test: A. Sydney Gadd, Jr., Clerk.

A. SYDNEY GADD, JR.
Clerk.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. Dec. 4, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of May De Shane Legg, et al vs Paul Tolson Legg, n.c.m. Cause No. 3477 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 18th. day of October 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 3rd. day of October 1946, and the last insertion on the 10th. day of October 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

FINAL RATIFICATION OF AUDIT
Filed December 4, 1946.

MAY DE SHANE LEGG et al.,
Plaintiffs,
vs.
PAUL TOLSON LEGG, non compos
mentis,
Defendant.

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

Cause No. 3477.

FINAL RATIFICATION OF AUDIT

ORDERED, this 4th day of December, in the year nineteen hundred and forty-six, 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 preceding nisi Ratification of Audit passed thereon in this cause; and the trustee, Howard Wood, 3rd, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, with the exception of the share of Paul Tolson Legg, n.c.m., distributed to him in said audit, amounting to the sum of One Thousand Six Hundred Seventy-eight Dollars and Twenty-eight Cents (\$1,678.28), which said sum shall be held by said trustee subject to the future order of this Court.

WM. R. HORNEY
Judge.

PETITION OF MARY DE SHANE LEGG
and ORDER OF COURT
Filed December 7, 1946.

MAY DESHANE LEGG, et al.,
Plaintiffs,
vs.
PAUL TOLSON LEGG, n.c.m.,
Defendant.

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

Cause No. 3477

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary De Shane Legg, Trustee of the Property of Paul Tolson Legg, n.c.m., one of the Plaintiffs in this Cause, unto your Honors, respectfully shows:

1. That as will appear by reference to the Audit heretofore filed in this Cause on the 2nd day of October, 1946, and finally ratified and confirmed by this Court's order on the 4th day of December, 1946, the share of Paul Tolson Legg, n.c.m., in the proceeds of the sale of real estate authorized in these proceedings, after deducting all costs of these proceedings, is the sum of One Thousand Six Hundred Seventy-eight Dollars and Twenty-eight Cents (\$1,678.28).

2. That your petitioner was appointed as Committee of the person and trustee of the property of said Paul Tolson Legg, n.c.m., by order of this Court passed on the 12th day of May, 1945 in a cause in said Court entitled "In The Matter of the Lunacy of Paul Tolson Legg", being Cause No. 2766 on the Chancery Docket of said Court, and that your petitioner has heretofore, on June 9, 1945, filed her bond with approved security in the penalty required by the aforesaid order, as will fully appear by reference to the proceedings had in said Cause No. 2766.

Your Petitioner therefore prays this Honorable Court to pass an order in the premises directing Howard Wood, 3rd, the Trustee in this cause, to pay the aforesaid sum of One Thousand Six Hundred Seventy-eight Dollars and Twenty-eight Cents (\$1,678.28) unto your petitioner in her capacity as trustee of the property of said Paul Tolson Legg, n.c.m., to be held by her subject to the future order of the Court for the benefit of said Paul Tolson Legg.

And as in duty bound, etc.,

MARY DESHANE LEGG
Trustee of the Property of Paul Tolson
Legg, n.c.m.

ORDER OF COURT

Upon the foregoing petition IT IS ORDERED, this 7th day of December, in the year nineteen hundred and forty-six, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Howard Wood, 3rd, Trustee in this cause, pay unto Mary De Shane Legg, Trustee of the Property of Paul Tolson Legg, n.c.m., the sum of One Thousand Six Hundred Seventy-eight Dollars and Twenty-eight Cents (\$1,678.28), being the full share of the said Paul Tolson Legg in the proceeds of the real estate sold under these proceedings, to be held by her subject to the future order of this Court in Cause No. 2766; provided, however, she shall first file in said Cause No. 2766 an additional bond in the penalty of \$2,500.00 if corporate surety be given, and in double that amount if personal surety be given.

WM. R. HORNEY
Judge.

CAUSE NO. 1470

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Second day of September, in the year eighteen hundred and ninety nine, the following PETITION and ORDER OF COURT were filed for record, to wit:

OLIN BRYAN, Assignee,
Vs.
D. D. JONES & WIFE.

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IN THE CIRCUIT COURT OF
QUEEN ANNE COUNTY.
IN EQUITY.

To the Honorable Judges of said Court the petition of Olin Bryan, assignee, respectfully shows:

First: That as assignee of a certain mortgage from D. D. Jones and wife to Calvin S. Shriver, dated January 18th, 1889, and recorded in Liber W. D. No. 2, folio 414, etc., Land Record book of Queen Anne County, a certified copy of said mortgage is filed in these proceedings, your petitioner, after filing an approved bond, did offer at public auction in front of the Court House door at Centreville on Tuesday, November 22, 1898, the property in said mortgage described, and did, then and ther, sell two portions thereof, as doth fully appear by the reported sale, filed in this cause, to Jerome S. Jones, at and for the sum of \$600.

Second: That the said Jerome S. Jones paid on account of said purchase the sum of Fifty dollars, leaving a balance still due and owing of \$550, with interest thereon from November 22, 1898; and the interest and costs accruing by his failure to comply about consumes said fifty dollars, thus practically leaving nothing paid by him in this said purchase and no interest to him therein.

Third: That the said Jerome S. Jones has failed and neglected to comply with the terms of the sale, by settling the balance of the unpaid purchase money, and that your petitioner is creditably informed that he, the said Jerome S. Jones, is unable to comply with the said terms of sale.

Fourth: That your petitioner has an offer from Annie M. Jones to take said property at the sum for which the said property was sold to the said Jerome S. Jones.

Fifth: That your petitioner is desirous of disposing of said property without a re-advertisement thereof, and by so doing will save large cost, all of which would fall upon your petitioner, for that the said Jerome S. Jones is financially irresponsible. He, therefore, prays this Honorable Court to pass an order substituting the said Annie M. Jones as purchaser of the two lots sold to the said Jerome S. Jones, at and for the sum of Six hundred dollars, the same being the amount of the original purchase.

As is duly bound &c.,

OLIN BRYAN, Assignee
Petitioner.

I hereby certify that on this 23 day of August personally appeared before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore, Olin Bryan, the petitioner above mentioned, and made oath in conformity to law that the matters set forth in the foregoing petition are true as therein stated to the best of his knowledge and belief.

As witness my hand and notarial seal.

Notary
Public
Seal.

WILMER EMORY
Notary Public

It is agreed and admitted by Jerome S. Jones that the matters and things stated in the foregoing petition is true, and he consents to the substitutions of said Annie M. Jones as the purchaser of said property in his place and stead or the resale of same by said assignee to her without further proceedings as he is unable to comply with said terms of sale; and the said Annie M. Jones consents to same as she has arranged to fully comply with her said purchase.

August 23/1899.

JEROME S. JONES

Test: W. L. PALMER

ANNIE M. JONES

Ordered this 31st day of August 1899, by Mr. William R. Martin, one of the Judges of the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, in the foregoing petition and agreement, that the said Annie M. Jones be and she is hereby substituted as purchaser of the said two parcels of land reported sold said Jerome S. Jones in his place and stead, and the sale of same to her as such by said Olin Bryan assignee is hereby satisfied and confirmed, and on payment by her of the purchase money therefor said Olin Bryan, assignee is authorized and directed to convey the said property to her as fully as though she had been the original purchaser of same.

WILLIAM R. MARTIN

C A U S E N U M B E R 3461

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 this Twelfth day of November, in the year nineteen hundred and forty five the following ORDER TO DOCKET SUIT was filed for record, to wit:

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

Charles E. Tucker, Assignee and attorney for collection of mortgage,

VS

Mary E. Cole, and Harry J. Cole, Mortgagors.

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Chancery Docket,

Cause No. 3461

To A. S. Gadd Jr, Clerk of said Court:

Please docket suit forthwith on your Chancery Docket in accordance with the above titling and file in the papers of said suit a certified copy of the mortgage given by Mary E. Cole and Harry J. Cole to Florence Scott Tucker bearing date October 4th, 1940 and by Florence Scott Tucker assigned to Charles E. Tucker, the plaintiff for collection.

This mortgage has been recorded in Liber A.S.G. Jr, #3, folios 328&c, a Land Record Book for Queen Anne's County;

Enter the appearance of the undersigned Attorney for the Plaintiff.

CHAS. E. TUCKER
Charles E. Tucker,
Attorney at Law.

CERTIFIED COPY OF MORTGAGE
Filed November 1, 1945.

.....
#20,174

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 Fifth day of October, in the year nineteen hundred and forty, the following Mortgage was brought to be recorded, to wit:

PURCHASE MONEY MORTGAGE

THIS MORTGAGE, made this fourth day of October in the year nineteen hundred and forty between Mary E. Cole, of Queen Anne's County in the State of Maryland, hereinafter called "Mortgagor", party of the first part, Harry J. Cole, her husband, of the same place, party of the second part and Florence Scott Tucker of the same place, hereinafter called "Mortgagee", party of the third part.

WHEREAS the said mortgagor does hereby acknowledge her indebtedness unto the mortgagee for money this day loaned by the latter to the former on interest in the full sum of one thousand sixty dollars (\$1,060.00) which sum the mortgagor hereby agrees to re-pay unto the mortgagee at the expiration of three years counting from the fourth day of October of the current year, 1940, and upon which sum the mortgagor hereby agrees to pay to the mortgagee interest counting from the fourth day of October, 1940 at the rate of six per centum per annum by two equal half yearly payments, one to be made on the fourth day of April and the other on the fourth day of October in each year of said period of time, the first payment whereof to be made on the fourth day of April next ensuing.

The mortgagee hereby agrees with the mortgagor that the mortgagor shall have the right and privilege to pay on each day named herein for the payment of interest the sum of fifty dollars and/or a sum of money equal to some multiple of fifty dollars and the mortgagee agrees that interest on each sum so paid shall cease or rest on or from the date of payment.

WHEREAS it was a condition of the terms of said loan that this mortgage should be given by the mortgagor to secure the sum so loaned and the interest to be paid thereon as aforesaid and that the said Harry J. Cole should unite in the execution and delivery of this mortgage for the purpose of postponing his marital rights in the land hereinafter described to the lien of this mortgage.

NOW THEREFORE THIS MORTGAGE WITNESSETH:- That the said mortgagor, Mary E. Cole and the said Harry J. Cole, her husband, for and in consideration of the premises and of the sum of one dollar do hereby grant and convey unto the said Florence Scott Tucker, her heirs and assigns forever, in fee simple the following described lot of land and property, to wit:

ALL that lot or parcel of land improved by a frame dwelling house and other buildings called or known as "The Martha A. Smith Property" and/or as the "John W. Smith Property", situate, lying and being in the town of Centreville in the Third Election District of Queen Anne's County in the State of Maryland on the east side of North Water Street between the property of Winfield Roe which lies on the south and the property of Joseph and Freda Richardson which lies on the north and bounded also by the land of the late Mollie Hopkins, by the land of R. B. Eaton, by the land of Bernard Holden, by the land of the heirs of J. Frank Harper and by the land of the Methodist Episcopal Church on other sides; being the same land and property conveyed unto the said Mary E. Cole by Charles E. Tucker and Madison Brown, trustees, by deed bearing the same date as these presents and filed or intended to be filed for record among the land record books of said county so that the same can be recorded immediately to precede this mortgage which is given to secure a part of the purchase money named in said deed and paid by said Mary E. Cole to

said trustees for said property, the principal sum hereby secured having been loaned by the said Florence Scott Tucker to said Mary E. Cole to enable her to complete her purchase of said property and which sum was applied by the said Mary E. Cole to said purpose by the payment by her to said trustees of the sum so loaned.

TOGETHER with the buildings and improvements thereon and all the roads, rights, ways, waters, and appurtenances thereunto belonging and/or in any wise appertaining.

PROVIDED that if the said mortgagor, her heirs, executors, administrators and assigns shall well and truly pay to the said mortgagee her executors, administrators and assigns the sum of money loaned as aforesaid and the interest to be paid thereon as above set forth when and as the same shall become due and mature according to the plan of payment above set forth and shall perform all the covenants herein on her and their part to be performed, then this mortgage shall become void.

THE mortgagee hereby agree that the mortgagor, her heirs and assigns shall possess the property above described until default shall be made by them in some covenant herein contained on the part of the, the mortgagor, her heirs and assigns but no longer.

AND the mortgagor, for herself and for her heirs, executors, administrators and and assigns hereby covenants with the mortgagee, and with her executors, administrators and assigns as follows, to wit:

1. To pay as they severally fall due the debt hereby secured, the interest to be paid thereon as above set forth, all taxes, assessments, public dues and charges levies or that which hereafter may be levied thereon and on the property conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt, said interest or in the collection of any part thereof; and
2. To insure and while this mortgage remains unpaid to keep insured against loss by fire the improvements on the mortgaged property to the amount of the full insurable value thereof in some company issuing such insurance as shall meet with the approval of the mortgagee, her person representatives or assigns;
3. To have each policy of said insurance as procured so endorsed that the proceeds arising therefrom in case of loss by fire of said improvements shall be applied to the payment of this mortgage; and
4. To deliver to the mortgagee, her personal representatives and assigns on her or their demand each policy; and
5. That no act nor thing shall be done whereby the mortgaged property may be depreciated or lessened in value; and
6. That in case default shall occur in the payment of said debt, or in the payment of any instalment of interest to be paid thereon as aforesaid as they severally fall due and/or in any other covenant herein contained on the part of the mortgagor, her personal representatives, heirs and assigns then forwith the whole debt intended hereby to be secured and all money owing hereunder shall become due and demandable at the option of the mortgagee, her personal representatives and assigns and the said Mortgagee, her executors, administrators and/or assigns and/or in lieu of her or them Charles E. Tucker, attorney at law, of said county who is hereby duly constituted attorney for the purpose are hereby authorized and empowered to sell the mortgaged property after having given twenty days previous notice of the time, place, manner and terms of sale in an advertisement in some newspaper published in said county for cash or upon such terms of both cash and credit as the vendor may determine and to apply the proceeds of sale to the payment of first: all expenses incident to such sale including compensation to the person making the sale of a sum of money equal to seven per centum of the gross sale; secondly: to the payment of all claims, of the mortgagee, her personal representatives and assigns under this mortgage whether the same shall have then matured or not and finally: to pay the balance to the mortgagor or to the person who shall then be entitled to receive the same; and
7. That after default has occurred in one of said covenants and suit by reason thereof has been docketed in the proper Court for the foreclosure of this mortgage under the power of sale above set forth neither the said mortgagee nor her personal representatives or assigns nor the said Charles E. Tucker shall be required to receive and accept the mortgage indebtedness, principal and interest, then unpaid in satisfaction thereof unless the tender of said indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, court costs, costs of necessary bond and all other expenses incident to the suit including as a part thereof a commission to be paid to the party filing the bond of a sum of money equal to four per centum of the mortgage debt, principal and interest due and owing, which said costs, expenses and commissions the said mortgagor for herself, her heirs, executors, administrators and assigns hereby covenants to pay.

IN TESTIMONY WHEREOF the party of the first part and the party of the second part do hereunto affix their names and seals the day and year first in this mortgage written.

Test as to both mortgagors:

J. CARL STARKEY

MARY E. COLE (SEAL)
Mary E. Cole

HARRY J. COLE (SEAL)
Harry J. Cole

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

I hereby certify that on this 5th day of October in the year nineteen hundred and forty before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid personally appeared Mary E. Cole and Harry J. Cole, her husband, above named mortgagors and did each acknowledge the aforesaid Mortgage to be their respective act.

IN WITNESS WHEREOF I hereunto subscrib_ my name and affix my Seal Notarial the day and year above written.

J. CARL STARKEY

Notary
Public
Seal.

J. Carl Starkey
NOTARY PUBLIC.

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

I hereby certify that on this 5th day of October in the year nineteen hundred and forty before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid personally appeared Charles E. Tucker, the Agent of Florence Scott Tucker, above named mortgagee, and he did make oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein stated, and he, the said Charles E. Tucker further made oath that he is the agent of the said Florence Scott Tucker, the said mortgagee with authority from her to make the foregoing affidavit as to the consideration of said mortgage.

IN WITNESS WHEREOF I hereunto subscribe my name and affix my seal
Notarial day and year above written.

J. CARL STARKEY
Notary Public.
J. Carl Starkey

Notary
Public
Seal.

QUEEN ANNE'S COUNTY, to wit:- Be it remembered that on the Thirty First day of October, in the year nineteen hundred and forty five, the following Assignment was brought to be recorded, to wit:

I hereby assign and transfer the within and foregoing mortgage unto Charles E. Tucker, attorney at law, for the purpose of collection by foreclosure or otherwise.

Witness my hand and seal this thirty first day of October in the year nineteen hundred and forty five.

TEST:

RUTH B. TABLER

FLORENCE SCOTT TUCKER (SEAL)
Florence Scott Tucker, mortgagor.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber A.S.G. Jr. No. 3, folios 328, 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 1st. day of November, in the year nineteen hundred and forty five.

A. SYDNEY GADD, JR.

Clerk

CERTIFIED COPY OF BOND
Filed November 1, 1945.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this First day of November in the year nineteen hundred and forty five, the following BOND was brought to be recorded, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, that we, Charles E. Tucker, of Queen Anne's County in the State of Maryland and the American Surety Company of New York, a corporation created by and existing under the laws of the State of New York with due authority to become the sole surety on bonds of trustees, are held and firmly bound unto the STATE OF MARYLAND in the full sum of Two Thousand Dollars, lawful money of the UNITED STATES OF AMERICA, to be paid to the said State of Maryland or to tis 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, successors and assigns in the whole and for the whole, jointly and severally, firmly by these presents.

SEALED with our seals and dated this thirty first day of October in the year nineteen hundred and forty five.

WHEREAS, by a mortgage bearing date October 4th, 1940 and duly recorded among the land record books of Queen Anne's County aforesaid in Liber A.S.G. Jr. No. 3, at folio 328 etc., Mary E. Cole and Harry J. Cole did grant and convey certain land in said mortgage described unto Florence Scott Tucker to secure unto her the payment of the debt in said mortgage mentioned and certain interest thereon according to the terms set forth in said mortgage.

WHEREAS, the said Mary E. Cole and Harry J. Cole have defaulted in the terms and conditions of said mortgage by reason of the non-payment of the principal mortgage debt named in said mortgage according to the terms of said mortgage, by reason of the non-payment of certain interest to be paid by them on said debt according to the terms of said mortgage as well as by reason of other defaults in the covenants and conditions of said mortgage and the said Florence Scott Tucker has duly assigned said mortgage unto the said Charles E. Tucker for the purpose of fore-closure and collection under the power of sale conferred by the terms of said mortgage upon the said Florence Scott Tucker and her assigns, to be exercised by them in case of default in said mortgage.

WHEREAS, the said Charles E. Tucker as such assignee is about to sell the mortgaged property under the power of sale conferred upon him by said mortgage because of the defaults mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Charles E. Tucker 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 is to be void; otherwise it is to be and remain in full force and virtue in law.

Signed, sealed and
delivered in the presence of
DELHA D. ROLPH
Delha D. Rolph

CHARLES E. TUCKER (SEAL)
Charles E. Tucker
American Surety Company of New York
By MADISON BROWN
Madison Brown
Its Attorney in Fact.

And on the back of the foregoing Bond
is thus endorsed, to wit:
Security approved and Bond filed Nov 1, 1945.

Corporate Seals Place.

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 351 A Bond 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 on this 1st day of November in
the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk of Circuit Court.

PUBLICATION OF MORTGAGE
SALE AND CERTIFICATION
Filed January 11, 1946.

MORTGAGE SALE
OF REAL ESTATE
IN THE TOWN OF CENTREVILLE,
QUEEN ANNE'S COUNTY, MD.

Default having occurred in the terms of the mortgage from Mary E. Cole and Harry J. Cole, to Florence Scott Tucker, dated October 4th, 1940, and recorded in Liber A.S.G. Jr. No. 3, folio 328&c, a land record book of said Queen Anne's County, to which mortgage and the deeds and references therein contained, special reference is hereby made for a fuller and more complete description of the property to be sold, and said mortgage having been assigned to Charles E. Tucker, Attorney, for purpose of collection, I will sell at public sale to the highest bidder, in execution of the power of sale in said mortgage, in front of the Court House door in said town of Centreville, Queen Anne's County, Maryland, on

TUESDAY, NOV. 27, 1945

at 2 o'clock P.M., the mortgaged property consisting of the following property to wit: All that lot of land of which the said Mary E. Cole, died seized and possessed situate on North Water street in the town of Centreville, generally known as the "Martha A. Smith" or the "John W. Smith" property, adjoining the property of Winfield Roe, the Methodist Church and others, and is improved by dwelling, Garage and other outbuildings. For further description see the said mortgage. This property is capable of being divided into two dwelling properties with a good sized garden to each. Terms of sale, one half of purchase money at time and place of sale and the balance, together with interest at the rate of 6 percent per annum payable upon final ratification of sale or all cash at the time and place of sale at the option of the purchaser. Further particulars made known on day of sale.

J. Elmer Anthony, Auctioneer.

Charles E. Tucker, Attorney.
Assignee.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. January 12, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Mortgage Sale of Real Estate in the case/estate of Chas. E. Tucker, Assignee vs Mary E. and Harry J. Cole a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 27th. day of November 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 1st. day of November 1945, and the last insertion on the 22nd. day of November 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

REPORT OF SALE
Filed January 29, 1946.

Charles E. Tucker, Assignee, # In the Circuit Court for Queen
 VS. # Anne's County, in Equity.
 Mary E. Cole and Harry # Cause No. 3461.
 J. Cole.

REPORT OF SALE.

The undersigned, assignee of a mortgage from Mary E. Cole and Harry J. Cole, her husband, given to Florence Scott Tucker, bearing date of October 4th., 1940, and recorded in Liber A.S.G.Jr. No. 3, folio 328 & etc., default having occurred in said mortgage, docketed suit and file an approved bond in the sum of \$2,000.00, and after having given more than twenty days previous notice of the time, place and terms of sale in the Queen Anne's Record Observer, a Newspaper printed and published in Queen Anne's County, as per certificate of publication of said advertisement of sale filed in this cause, did on Tuesday, November 27th., 1945, attend and offer for sale the real estate mentioned and described in said mortgage, to wit: All that lot of parcel of land improved by a frame dwelling and other buildings called or known as "The Martha A. Smith Property" and/or as the "John W. Smith Property" situate, lying and being in the town of Centreville, in the Third Election District of Queen Anne's County in the State of Maryland on the east side of North Water Street between the property of Winfield Roe which lies on the south and the property of Joseph and Freda Richardson which lies on the north and bounded also by the land of the late Mollie Hopkins, by the land of R. B. Eaton, by the land of Bernard Holden, by the land of the heirs of J. Frank Harper and by the land of the Methodist Episcopal Church on other sides; being the same land and property conveyed unto the said Mary E. Cole by Charles E. Tucker and Madison Brown, Trustees, by deed bearing the same date as these presents and filed prior to this mortgage; the assignee after reading the terms of said sale and copy of said advertisements above did offer the same for sale to the highest bidder through J. Elmer Anthony, Auctioneer, at 2'clock on said day in front of the Court House in Centreville and sold the same to Milton W. Seney and Jane J. Seney, his wife, they being then and there the highest bidder at and for the sum of Three Thousand and Thirty Five Dollars (\$3,035.00), who then paid \$1,500.00 of said purchase money and agreed to pay the balance upon ratification of sale.

Respectfully submitted

CHAS. E. TUCKER
 Assignee

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

I hereby certify that on this 29th day of January, 1946, before me, the subscriber, The Clerk of the Circuit Court for Queen Anne's County, personally appeared Charles E. Tucker, Assignee in the above entitled cause and made oath in dur form of law that the matters and facts set forth in the within and foregoing report of sale are true as therein stated and that the sale reported herein was fairly made.

A. SYDNEY GADD, JR.
 Clerk of the Circuit Court for
 Queen Anne's County

NISI SALE
 Filed

N I S I

Charles E. Tucker, Assignee, In the Circuit Court
 VS. for Queen Anne's County
 Mary E. Cole and Harry J. Cole - In Equity
 Cole Chancery No. 3461

ORDERED, This 29th. day of January A.D., 1946, that the sale of real estate made and reported in this cause by Charles E. Tucker, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd. 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 2nd. day of March next.

The Report states the amount of sales to be \$3035.00

Filed January 29, 1946.

A. SYDNEY GADD JR. Clerk.

STATEMENT OF MORTGAGE DEBT
 Filed April 4, 1946.

Mary E. Cole,
 Harry J. Cole, mortgagors
 to Florence Scott Tucker, mortgagee,

To amount of principal mortgage debt due by them to said mortgagee, named in the mortgage from then to her, said mortgage bearing date October fourth, in the year nineteen hundred and forty, and recorded in Liber A.S.G.Jr. #3, folio 328, a Land Record book for Queen Anne's County, the sum of \$1060.00

To interest from 10/5/45 to 11/27/45 8.19

\$1068.19

5% commision for collection 53.41

Total \$1121.60

CHAS. E. TUCKER

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

I hereby certify, that on this fourth day of April in the year Nineteen hundred and forty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Charles E. Tucker, Assignee of the aforementioned mortgage and made oath in due form of law that the foregoing statement is correct, just and true as stated, to best of his knowledge and belief.

In testimony whereof, I hereunto subscribe my name and attach my Notarial seal, this _____ day of April, in the year Nineteen hundred and forty six.

Notary
Public
Seal.

DELHA DANCY ROLPH
Delha Dancy Rolph, Notary Public

PUBLICATION NISI AND CERTIFICATION
Filed April 4, 1946.

N I S I

Charles E. Tucker, Assignee,
vs.
Mary E. Cole and Harry J. Cole

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

Chancery No. 3461

ORDERED, This 29th day of January A.D., 1946, that the sale of real estate made and reported in this cause by Charles E. Tucker, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd 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 four successive weeks before the 2nd day of March next.

The Report states the amount of sales to be \$3,035.00.

Filed January 29, 1946.

True Copy

Test: A. Sydney Gadd, Jr., Clerk.

A. SYDNEY GADD, JR.,
Clerk.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. April 3, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the case/estate of Charles E. Tucker, Assignee vs Mary E. Cole and Harry J. Cole a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 2nd. day of March 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 31st. day of January 1946, and the last insertion on the 21st. day of February 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

CERTIFIED COPY OF BOND
Filed April 5, 1946.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fifth day of April, in the year nineteen hundred and forty-five, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Charles E. Tucker, of Queen Anne's County in the State of Maryland and THE AMERICAN SURETY COMPANY OF NEW YORK, a corporation created by and existing under the laws of the State of New York with due authority by its charter and by law to become the sole surety on bonds of trustees are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen 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 every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

SEALED with our seals and dated this fourth day of April in the year nineteen hundred and forty six.

TITLING OF CAUSE HEREINAFTER REFERRED TO:

In the Circuit Court for Queen Anne's County, in Equity.
Charles E. Tucker, assignee and attorney for collection of mortgage, versus Mary E. Cole and Harry J. Cole, Mortgagors,

CAUSE NUMBER - 3461

WHEREAS, by a mortgage dated October 4th, 1940, recorded in Liber A.S.G.Jr. No. 3, a land record book of Queen Anne's County at folio 328, Mary E. Cole and Harry J. Cole as Mortgagors did grant certain land in said mortgage described unto Florence Scott Tucker to secure unto her the payment of the debt therein mentioned.

WHEREAS, prior to the date of the assignment of said mortgage herein-after mentioned said mortgagors did make default in the covenants and terms of said mortgage by reason of the non-payment of said mortgage debt when due and said Florence Scott Tucker did on October 31, 1945, assign unto the said Charles E. Tucker said mortgage for the purpose of the collection of the indebtedness due thereunder unto said Florence Scott Tucker by the exercise of the power of sale in said mortgage contained.

WHEREAS, said Charles E. Tucker as said assignee did file in the cause in said Court above described, his bond to the State of Maryland with the said American Surety Company as surety thereon in the penal sum of Two Thousand Dollars, conditioned as required by law for the fore-closure of said mortgage under the power of sale in said mortgage contained and said bond was accepted and duly approved by the clerk of said Court on November 1, 1945.

WHEREAS, said Charles E. Tucker, on the twenty-seventh day of November 1945, in execution of the power of sale contained in said mortgage, did sell at public sale the mortgaged land unto Milton W. Seney & Jane J. Seney at and for the sum of \$3,035.00 as will appear from his report of sale filed in said cause on January 29, 1946.

WHEREAS, because the amount of said sale, \$3,035.00 exceeds the amount of the penalty of the bond filed November 1st, 1945 by said Charles E. Tucker it is the duty of said Charles E. Tucker to file in said court his additional bond to the State of Maryland with which duty said Charles E. Tucker intends to perform by filing in said court this present bond.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Charles E. Tucker 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 shall be void; otherwise it is to be and remain in full force and virtue in law.

Signed, sealed
and delivered
in the presence of

DELHA D. ROLPH

CHARLES E. TUCKER (SEAL)

AMERICAN SURETY COMPANY OF NEW YORK

BY MADISON BROWN
ITS ATTORNEY-IN-FACT

Corporate
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. 1, folio 362 A Bond 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 on this 5th day of April, in the year nineteen hundred and forty six.

A. SYDNEY GADD JR.
Clerk of the Court.

ORDER OF COURT
Filed April 5, 1946.

ORDERED this Fifth day of April in the year nineteen hundred and forty six by the Circuit Court for Queen Anne's County, in Equity, that the sale made and reported in this cause by Charles E. Tucker, Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have given as shown by the certificate of publication Nisi to the Report of sale, the said Assignee to be allowed commissions as provided by mortgage and all expenses, not personal, upon the production of proper vouchers for the same.

WM. R. HORNEY
Judge.

PETITION FOR APPOINTMENT OF
SPECIAL AUDITOR AND ORDER OF
COURT THEREON
Filed April 10, 1946.

CHARLES E. TUCKER, ASSIGNEE	#	In the Circuit Court for
VS.	#	Queen Anne's County,
		in Equity.
MARY E. COLE AND HARRY J. COLE.	#	Cause No. 3461.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Assignee in this cause has had the sale ratified and the papers in this cause should now be placed with an auditor of this Court for the purpose of stating an audit between myself and the funds collected and after allowing of expenses and his claim as Assignee to distribute said balance of surplus proceeds of mortgage sale, to those entitled to receive the same.

The Assignee is advised by Mr. Madison Brown, the regular auditor of this Court, that on account of representing numerous ones entitled to part of the distribution of the surplus proceeds of sale, that he is disqualified from acting as auditor, wherefore the assignee requests the appointment of a special auditor for the purposes aforesaid.

The Assignee further advises this Court that Mary E. Cole is dead and her estate has never been administered upon or notice to creditors given, where-

fore the assignee respectfully requests that the special auditor so appointment may give notice to the Creditors of the said Mary E. Cole to file there claims with proper vouchers therefor with the Clerk of this Court.

Respectfully submitted,

CHAS. E. TUCKER
Assignee.

ORDER OF COURT:

The foregoing petition having been read and considered, IT IS THEREUPON this 15th day of May, 1946, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that Howard Wood 3rd of Queen Anne's County, be and he is hereby appointed Special Auditor for the purpose of stating an audit between the said Assignee and the funds arising from the sale of the real estate herein.

WM. R. HORNEY
Judge.

PETITION FOR DISTRIBUTION OF
NET PROCEEDS OF SURPLUS MORTGAGE SALE.
Filed July 11, 1946.

Charles E. Tucker, Assignee and attorney for collection of mortgage,	#	In the Circuit Court for
	#	Queen Anne's County,
vs.	#	in Equity.
Mary E. Cole and Harry J. Cole, Mortgagees.	#	Cause No. 3461.
	#	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary E. Neander, to you Honors, respectfully shows:

1. That Mary E. Cole, the defendant in this cause, in whom was vested the equity of redemption under said mortgage foreclosure proceedings herein, died intestate before the institution of these proceedings.
2. That there is a considerable sum of money in this cause after the payment of costs, expenses, commissions and said mortgage indebtedness, as evidenced by the report of sale filed herein and the statement of said mortgage indebtedness, which said sum would be distributed to the said Mary E. Cole, if living, but which is now payable to her heirs at law.
3. That the said Mary E. Cole died intestate in the year 1943 and that no letters of administration have been granted on her estate nor have any notice to creditors been given in any proceedings; that the said Mary E. Cole being seized of said equity of redemption died leaving surviving her as her only heirs at law, the following, to wit: Her husband, Harry J. Cole also known as Harry Jacob Cole and the following children, Harry Thomas Cole, age 41, Laurence Melvin Cole, age 40, both residence of Queen Anne's County, Maryland, Daniel J. Cole, age 26, and John H. Cole, age 36, resident of Caroline County, Maryland, and your Petitioner, age 42, who resides at 820 South Kenneth Road, Burbanks, State of California.
4. That the said Harry Thomas Cole, Laurence Melvin Cole, Daniel J. Cole and John H. Cole, joined by their respective wives, if any, granted and conveyed their respective interests as heirs of their mother in their mother (Mary E. Cole) Estate to their father, the said Harry J. Cole, the surviving husband of the said Mary E. Cole, by deed dated November 25th., 1943, and recorded in Liber A.S.G.Jr., No. 8, folio 520 & etc., a Land Record Book for Queen Anne's County, a certified copy of which is herewith filed and prayed to be considered a part hereof.
5. That the said Harry J. Cole died intestate on May 12th., 1945, and that letters of administration in his name as Harry Jacob Cole have been granted to John Henry Cole, who qualified as Administrator of said estate, gave Notice to creditors of his decedent, and has filed a first and final administration account, showing said estate is solvent and that whatever money due the heirs of Harry J. Cole can be distributed in this cause as there is not necessity to apply the same to any debts due the decedent.
6. That the Heirs of the said Harry Jacob Cole are the said four boys above recited and your petitioner.
7. That whatever surplus is for distribution is first subject to the debts, if any, of the said Mary E. Cole.

Wherefore your Petitioner prays that a notice to the creditors of the said May E. Cole be given wherein her creditors are warned to file their claims with the Clerk of this Court on or before a day certain to be named therein or else be barred from sharing in the distribution of said net surplus of said mortgage sale and that after the payment of said debts that said net surplus of mortgage sale be distributed to those entitled.

Respectfully submitted.

MARY E. NEANDER
Petitioner.

STATE OF CALIFORNIA, County of Los Angeles, to wit:

I hereby certify that on this 2 day of July, 1946, before me, the subscriber, a Notary Public of the State of California in and for Los Angeles County, personally appeared Mary E. Neander, the above named petitioner, and made oath in due form of law that the matters and facts set forth in the within and foregoing petition are true as therein stated to the best of her knowledge and belief. In witness whereof I have hereunto subscribed my name and affixed my Notarial Seal.

Notary
Public
Seal.

BILLIE C. PATTON
Notary Public.
My Commission Expires April 17, 1950

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

I hereby certify that on this 9th day of July, 1946, before me, the subscriber, Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Harvey G. Palmatary a disinterested witness, who made oath in due form of law that he is fully acquainted with all the parties named in said petition and knew the said Mary E. Cole and Harry J. Cole, that the ages, names, relationship of the parties and residence of the same 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 Notarial Seal.

Notary
Public
Seal.

J. CARL STARKEY
Notary Public.

Charles E. Tucker, Assignee and
attorney for collection of
mortgage,

#

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

vs

#

Mary E. Cole and Harry J. Cole,
Mortgagees

#

Cause No. 3461.

To Richard T. Earle:

This is to authorize and empower you to appear for me in the above cause and file a petition seeking to have distributed the surplus net proceeds of mortgage sale to those entitled.

MARY E. NEANDER

NOTICE TO CREDITORS OF MARY E. COLE
Filed July 13th, 1946.

Charles E. Tucker,
Assignee,

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

VS.

Mary E. Cole and
Harry J. Cole, Mortgagors.

Cause No. 3461.

NOTICE TO CREDITORS

ORDERED, this 13th day of July, 1946, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the Creditors of Mary E. Cole, late of Queen Anne's County, deceased, and all persons who may be entitled to participate in the distribution of the surplus proceeds of sale remaining after satisfying the mortgage under which the real estate of Mary E. Cole, deceased, was sold, be and they are hereby notified to file their claims with the Clerk of the Circuit Court for Queen Anne's County, on or before the 26th day of September, 1946, next, provided a copy of this Order be published in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of August, 1946.

WM. R. HORNEY
Judge.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER.
Filed July 16, 1946.

Queen Anne's County, to wit:

The State of Maryland

TO Seal's
Place.

Harry Thomas Cole

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 August next, to answer the complaint of Mary E. Neander, Petitioner, against you in said court exhibited.

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

WITNESS, The Honorable J. Owne Knotts, Chief Judge of our said Court, the First Monday of July 1946. Issued the Thirteenth day of July 1946.

Richard T. Earle

A. SYDNEY GADD JR. Clerk

Solicitor for Petitioner

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 August next, being the Return Day.

A. SYDNEY GADD JR. Clerk.

And on the back of the foregoing Subpoena is thus endorsed, to wit:
 "Summons by reading same to Harry Thomas Cole and leaving copy
 of same with him. July 15, 1946. Louis B. Perkins, Sheriff."

SUBPOENA FOR RESPONDENT
 TO APPEAR AND ANSWER
 Filed July 17, 1946.

Queen Anne's County, to wit:

Seal's The State of Maryland
 Place.
 TO Laurence Melvin Cole

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and app-
 ear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville,
 in said County, on the First Monday of August next, to answer the complaint of Mary E.
 Neander, Petitioner, against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court,
 the First Monday of July 1946. Issued the Thirteenth day of July 1946.

A. SYDNEY GADD JR. Clerk

Richard T. Earle

Solicitor for Petitioner

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

A. SYDNEY GADD JR. Clerk.

And on the back of the foregoing Subpoena is thus endorsed, to wit:

"Summons by reading same to Laurence Melvin Cole and leaving copy of
 same with him. July 16, 1946. Louis B. Perkins, Sheriff."

SUBPOENA FOR RESPONDENT
 TO APPEAR AND ANSWER

Queen Anne's County, to wit:

The State of Maryland
 Seal's Daniel J. Cole
 Place.
 TO

OF CAROLINE COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and app-
 ear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville,
 in said County, on the First Monday of August next, to answer the complaint of Mary E.
 Neander, Petitioner, against you in said court exhibited.

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

WITNESS, The Honorable J. Owne Knotts, Chief Judge of our said Court,
 the First Monday of July 1946. Issued the Thirteenth day of July 1946.

A. SYDNEY GADD JR. Clerk

Richard T. Earle

Solicitor for Petitioner

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 August
 next, being the Return Day.

A. SYDNEY GADD JR. Clerk.

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

"Within subpoena ordered to "Lie" by Mr. Earle, Atty for Petitioner."

SUBPOENA FOR RESPONDENT TO
 APPEAR AND ANSWER
 Filed July 24, 1946.

Queen Anne's County, to wit:

The State of Maryland
 Seal's
 TO Place.
 John H. Cole

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 August next, to answer the complaint of Mary E.
 Neander, Petitioner, against you in said court exhibited.

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

WITNESS, The Honorable J. Owne Knotts, Chief Judge of our said Court,

the First Monday of July 1946. Issued the Thirteenth day of July 1946.

Richard T. Earle

A. SYDNEY GADD JR. Clerk

Solicitor for Petitioner

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 August next, being the Return Day.

A. SYDNEY GADD JR. Clerk.

And on the back of the foregoing Subpoena is thus endorsed, to wit: "Summons by reading same to John H. Cole and leaving copy of same with him. July 24, 1946, Louis B. Perkins, Sheriff."

SUBPOENA FOR RESPONDENT TO APPEAR AND ANSWER
Filed July 24, 1946.

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

TO Seal's
Place.

Daniel J. Cole

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 August next, to answer the complaint of Mary E. Neander, Petitioner, against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of July 1946. Issued the Thirteenth day of July 1946.

A. SYDNEY GADD JR. Clerk

Richard T. Earle

Solicitor for Petitioner

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 August next, being the Return Day.

A. SYDNEY GADD JR. Clerk.

And on the back of the foregoing Subpoena is thus endorsed, to wit: "Summons by reading same to Daniel J. Cole and leaving copy of same with him, July 24, 1946. Louis B. Perkins, Sheriff."

PETITION FOR FEE AND ORDER
OF COURT THEREON
Filed August 17, 1946.

CHARLES E. TUCKER,	#	In the Circuit Court for Queen Anne's
Assignee,		County, in Equity.
VS.	#	
MARY E. COLE,	#	Cause No. 3461.
HARRY J. COLE,		
Mortgagors.		

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard T. Earle, in his capacity as an attorney at law of this Honorable Court, unto your Honors respectfully shows:

1. That your Petitioner as attorney for Mary E. Neander, one of the heirs at law of Mary E. Cole, deceased, in whom was vested the equity of redemption of the real estate sold in this cause, prepared and filed in this cause a petition in the nature of a creditor's bill, for the purpose of submitting said net surplus proceeds of mortgage sale to first all creditors of Mary E. Cole, who would file their claims with proper vouches therefor with the Clerk, second, the balance if any there should be, to the distribution to those entitled as heirs of Mary E. Cole; which net surplus should be at least \$1,500.00, as the statement of said mortgage indebtedness files herein is for the sum of \$1,121.60, and the report of sale filed herein shows said property sold for \$3,035.00.
2. That your petitioner has prepared and filed in this cause all necessary and proper papers to carry into effect the prays of said petition.
3. That your petitioner is advised that agreeable to law and in accordance with the practice before this Honorable Court, that your petition is entitled to reasonable compensation for his work so performed.

Wherefore, your petitioner respectfully suggest that this Honorable Court pass an Order in this cause allowing your petitioner the sum of One Hundred Dollars, as a reasonable fee for his services so rendered, to be allowed out of set net surplus mortgage proceeds by the auditor is stating an audit in this cause.

Respectfully submitted.

RICHARD T. EARLE

ORDER OF COURT

The within and foregoing petition having been read and considered together with all other papers filed herein.

IT IS THEREUPON this 17th day of August, 1946, by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, ORDERED that Richard T. Earle, the petitioner, be and he is hereby allowed out of the net surplus proceeds of sale in this cause, for his services rendered as an attorney at law in this cause, the sum of One Hundred Dollars (\$100.00) and it is further ordered that the Auditor of this Court allow said sum unto the said Richard T. Earle as a fee for his legal services rendered, in stating an audit in this cause.

WM. R. HORNEY
Judge

PUBLICATION AND CERTIFICATE OF PUBLICATION
Filed September 30, 1946.

Charles E. Tucker, Assignee

vs.

Mary E. Cole and
Harry J. Cole, Mortgagors

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

Cause No. 3461

NOTICE TO CREDITORS

ORDERED, this 13th day of July, 1946, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the Creditors of Mary E. Cole, late of Queen Anne's County, deceased, and all persons who may be entitled to participate in the distribution of the surplus proceeds of sale remaining after satisfying the mortgage under which the real estate of Mary E. Cole, deceased, was sold, be and they are hereby notified to file their claims with the Clerk of the Circuit Court for Queen Anne's County, on or before the 26th day of September, 1946, next, provided a copy of this Order be published in some weekly newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16 day of August, 1946.

WM. R. HORNEY, Judge

3t-8-1

Filed: July 13th, 1946.

True Copy-

Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. Sept. 30, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to creditors in the case/estate of Charles E. Tucker, Assignee vs Mary E. Cole and Harry J. Cole, Mortgagors Cause No. 3461 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 16th. day of August 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18th. day of July 1946, and the last insertion on the 1st. day of August 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

REPORT AND ACCOUNT
Filed October 9, 1946.

CHARLES E. TUCKER,
Assignee,

vs.

MARY E. COLE and
HARRY J. COLE, her husband,
Mortgagors.

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

Cause No. 3461.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Howard Wood, 3rd, special auditor in this cause, unto Your Honors respectfully sets forth:

That the proceedings of this cause have been had for the collection of a mortgage debt by foreclosure of the mortgage described herein, and it appears that the proceeds of the mortgage sale were more than sufficient for the payment of the mortgage debt, interest and costs of collection in full. That Mary E. Neander, one of the heirs-at-law of Mary E. Cole, deceased mortgagor, filed her petition herein, in the nature of a creditors' bill, asking that notice to creditors of her mother's estate, which had never been administered upon, be duly published in these proceedings, and the surplus

proceeds of said mortgage sale be then distributed among the parties entitled thereto; and that notice to the creditors of Mary E. Cole, deceased, was accordingly published, and the term allowed by such notice has fully expired, one creditor, Sadie Silverburg, having filed her claim against said estate, in the sum of \$92.48.

That this auditor in the within account has charged Charles E. Tucker, the party making the sale, with the gross amount of the proceeds of sale and interest received by him on the deferred payment thereof since his report of sale; and has then allowed said Charles E. Tucker his commissions for making the sale (per terms of the mortgage), the court costs of this cause, including those costs incident to the filing of the abovementioned petition, the costs of advertising sale, giving above notice to creditors, and advertising the two orders nisi in these proceedings, the fee of this auditor, the amount of the entire mortgage debt, including costs of collection and interest from the last payment to the day of sale, and an allowance of \$92.48 pay the abovementioned claim, which your auditor is informed is admitted by all interested parties to be a valid claim.

That the balance remaining is then reduced by the amount of the 1% Direct Inheritance Tax due thereon, said tax being due upon the estate of Mary E. Cole.

That the balance remaining is then distributed among the heirs-at-law of said Mary E. Cole, deceased, in accordance with the facts contained in the abovementioned petition; and the amount distributable to the Estate of Harry J. Cole, deceased, is then further distributed among his heirs-at-law, in accordance with the proceedings had in the settlement of his estate in the Orphans' Court of Queen Anne's County, his estate, which was solvent, having already been fully administered upon.

HOWARD WOOD, 3rd

SPECIAL AUDITOR.

Cause No. 3461.

The proceeds of the sale of the mortgaged real estate of Mary E. Cole and Harry J. Cole, her husband, mortgagors, in account with Charles E. Tucker, assignee of mortgage and party making sale of said real estate under the mortgage mentioned in this cause.

1945,
November

CR.

27.	By gross amount of the sale of this cause, per report filed, to wit: the sum of.....	\$ 3,035.00
	By the amount of interest received by said assignee from the purchasers of said real estate on account of the deferred payment made by them on said gross sale price, to wit: the sum of.....	16.58
		\$ 3,051.58

1945,
November

DR.

27.	To Charles E. Tucker, party making sale, for his commissions for so doing, as provided by the terms of said mortgage, to wit: the sum of.....	\$ 213.61
	To do., for court costs per Clerk's bill rendered: Costs of A. Sydney Gadd, Jr., Clerk..\$25.25 Appearance fee of Charles E. Tucker.. 10.00	35.25
	To do., for total amount due corporate surety on his bonds filed per statement rendered, to wit: the sum of	14.00
	To do., for costs of advertising in Queen Anne's Record-Observer notice of sale and the order nisi thereon, per account for same exhibited, to wit: the sum of	38.75
	To do., for amount due J. E. Anthony, auctioneer, for crying sale per statement rendered, to wit: the sum of	35.00
	To do., for cost of advertising the order nisi which will be necessary upon the filing of this audit, to wit: the sum of	3.50
	To Howard Wood, 3rd, special auditor, for stat- ing this account, the sum of	8.00
	To Charles E. Tucker, assignee as aforesaid, for the entire mortgage debt with interest and costs of collection thereof, per Statement of <u>of Debt</u> filed, to wit: the sum of	1,121.60
	To do., for the costs of the proceedings filed herein as a result of the petition of Mary E. Neander, to wit:	
	1. Court costs, per statement rendered:	
	Costs of A. Sydney Gadd, Jr., Clerk \$ 33.50	
	Appearance fee of Richard T. Earle, attorney for petitioner	10.00
	Fees of Louis B. Perkins, Sheriff..	3.00
	2. Cost of advertising in Queen Anne's Record-Observer the notice to credit- ors of the estate of Mary E. Cole, to	

wit, the sum of 5.00
 3. Fee paid to Richard T. Earle per order
 of court filed herein and receipt for
 same exhibited, to wit: the sum of 100.00 \$ 151.50

To do., as an allowance to pay the claim of Sadie
 Silverburg, filed and passed in these pro-
 ceedings against the estate of Mary E. Cole,
 to wit: the sum of 92.48 1,713.69

BALANCE..... \$1,337.89
 Less: 1% Direct Inheritance Tax thereon, due Edward E. Coursey, Register
 of Wills, to wit: the sum of 13.38
 Leaving this balance of surplus proceeds of sale for distribution among
 the heirs at law of Mary E. Cole, deceased, to wit: the sum of \$1,324.51

The foregoing balance of \$1,324.51 is hereby distributed among the
 heirs of Mary E. Cole, deceased, mortgagor, as follows, to wit:

1. To Mary E. Neander, daughter, a two-fifteenths part
 thereof, to wit: the sum of..... \$ 176.60

2. To the Estate of Harry J. Cole, surviving husband of Mary
 E. Cole, now deceased, whose estate, which was solvent, has been fully ad-
 ministered upon, after proper notice to creditors had been duly published,
 in the Orphans' Court of Queen Anne's County, all claims filed and taxes
 previously due in said estate having been fully paid in accordance with
 law, as appears by reference to the proceedings had in said Court in the
 settlement of said estate, a one-third part thereof, to wit:
 the sum of \$ 441.50

3. To the Estate of said Harry J. Cole, deceased, by
 virtue of the deed of Harry Thomas Cole, Lawrence Melvin Cole,
 Daniel J. Cole and John H. Cole, the four sons of said Mary E.
 Cole, deceased, dated November 25, 1943, and recorded in Liber
 A.S.G. Jr. No. 8, folio 520, a Land Record Book for Queen Anne's
 County, by which said deed Harry J. Cole received the entire
 right, title and interest of said grantors, in and to said real
 estate; an eight-fifteenths part thereof, to wit: the sum of ... 706.41 1,147.91
 \$1,324.51

The foregoing balance of \$1,147.91 hereinabove distributed to the
 Estate of Harry J. Cole, deceased, is hereby further distributed as follows, to wit:

1. To Harry Thomas Cole, son, a one-fifth
 part thereof, to wit: the sum of\$229.58
2. To Lawrence Melvin Cole, son, a one-
 fifth part thereof, to wit: the sum of. 229.58
3. To Daniel J. Cole, son a one-fifth
 part thereof, to wit: the sum of 229.58
4. To John H. Cole, son, a one-fifth
 part thereof, to wit: the sum of 229.58
5. To Mary E. Neander, daughter, a one-
 fifth part thereof, to wit: the sum
 of 229.59 \$ 1,147.91

October 8, 1946.

HOWARD WOOD, 3rd

special auditor.

NISI AUDIT
 Filed October 9, 1946.

NISI RATIFICATION OF AUDIT

Charles E. Tucker
 Assignee

In the Circuit Court

for Queen Anne's County

VS

In Equity

Mary E. Cole
 Harry J. Cole

Cause No. 3461

ORDERED, This 9th day of October in the year nineteen hundred and 46
 that the Report and Account filed in these proceedings by Howard Wood 3rd Special,
 Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or
 before the 31st day of October, 1946; provided a copy of this order be published once a
 week in each of two successive weeks before the 24th day of October, 1946, in some news-
 paper printed and published in Queen Anne's County.

Filed Oct. 9th, 1946.

A. SYDNEY GADD, JR. Clerk.

CERTIFICATION OF PUBLICATION
 NISI AUDIT
 Filed November 1st, 1946.

Nisi Ratification of Audit

 Charles E. Tucker, Assignee

vs.

Mary E. Cole
 Harry J. Cole

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

 Cause No. 3461

ORDERED, This 9th day of October in the year nineteen hundred and forty-six, that the Report and Account filed in these proceedings by Howard Wood, 3rd, Special Auditor, be ratified and confirmed unless cause to the contrary thereof be shown, on or before the 31st day of October, 1946; provided a copy of this order be published once a week in each of two successive weeks before the 24th day of October, 1946, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk

Filed: Oct. 9, 1946.

True Copy -

Test: A. Sydney Gadd, Jr., Clerk

2t-10-17

QUEEN ANNE'S RECORD - OBSERVER
 =====

Centreville, Md. Nov. 1, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of Charles E. Tucker, Assignee vs Mary E. Cole Harry J. Cole Cause No. 3461 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 24th. day of October 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10th. day of October 1946, and the last insertion on the 17th. day of October 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
 PUBLISHING COMPANY

Filed Nov. 1st, 1946.

By PAUL B. SMITH

ORDER OF COURT

Filed November 1st, 1946.

ORDERED this 1st day of November, 1946, by The Circuit Court for Queen Anne's County, in Equity that the within and foregoing Report and Account filed by Howard Wood, 3rd., 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 in accordance with the previous order Nisi passed herein, as per certificate of Publication of Order Nisi to said ratification of said audit, and that Charles E. Tucker, Assignee in this cause, distribute said proceeds of mortgage sale in accordance with said audit.

 WM. R. HORNEY

Judge.

CAUSE NUMBER 3475

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this First day of April, in the year nineteen hundred and forty six the following BILL OF COMPLAINT was filed for record, to wit:

MILTON E. RINGGOLD,	#	In the Circuit Court for
HAROLD E. RINGGOLD,	#	Queen Anne's County,
CLARENCE O. RINGGOLD,	#	
VS.	#	in Equity.
PHILLIP W. KEISTER	#	Cause No. 3475.
VIRGINIA J. KEISTER,	#	
his wife.	#	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining, say:

1. That your Orators together with their mother, Mary E. Ringgold also known as Mary Elizabeth Ringgold, now deceased, were seized and possessed of all that tract or lot of land or farm known as "The B. L. Thomas Farm" situate, lying and being on both sides of the public road leading from Phillip's Corner into Cox's Neck in the Fourth Election District of Queen Anne's County, Maryland, containing one hundred and twenty eight acres of land, more or less, the same being conveyed to all of them as tenants in common by Horace G. Shahan and Margaret W. Shahan, his wife, by deed dated April 15th., 1918, and recorded in Liber W.F.W.No.11, folio 467 & etc. a Land Record Book for Queen Anne's County, a certified copy of which deed is filed herewith, marked "Complainant's Exhibit No. 1" and prayed to be taken as a part hereof.
2. That the said Mary E. Ringgold died in the early part of the year 1921, leaving a last Will and Testament dated November 22nd., 1905, duly executed to pass real estate, and admitted to probate by The Orphans' Court for Queen Anne's County, a certified copy of which is filed herewith marked "Complainant's Exhibit No. 2" and prayed to be taken as a part hereof; that by Item Three of said Will, which pertains to the subject matter of this suit, she devisee as follows, to wit: "All the rest and residue of my estate, real, personal and mixed, of whatever kind and description, and wherever situated, of which I may be seized and possessed at the time of my death, I do hereby give, devise and bequeath unto three of my sons, Milton E. Ringgold, Harold E. Ringgold, and Clarence O. Ringgold, as tenants in common, and in case any one of my said sons shall die without leaving issue at the time of his death, then his share of said property shall go to the survivors, in equal shares, and in case either of said survivors shall depart this life without leaving issue living at the time of his death, then said survivor shall take all of my said estate in fee without any limitation whatever." That said will was admitted to probate and recorded in Liber W.T.B.No.1, folio 231, a Will Record Book for Queen Anne's County, letters Testamentary granted on said estate and the said estate has been fully administered upon and closed.
3. That your Orators are single men and have never married and are the only parties in being interested in the aforesaid Devise.
4. That your Orators entered into a contract of sale with Phillip W. Keister and Virginia J. Keister, his wife, the defendants in this cause, on the ___ day of November, 1945, whereby they agreed to sell and to convey by a good and merchantible title to the defendants, thirty acres, more or less, of the aforesaid B. L. Thomas Farm, or that portion of the said farm lying on the West side of the aforesaid public road leading from Phillip's Corner into Cox's Neck, at and for the sum of THIRTY FIVE HUNDRED DOLLARS (\$3,500.00), which said land by recent survey, made at the expense of the said vendees, is more fully described as follows, to wit: Beginning for the same at a point in the center of the aforesaid public road where the land hereby agreed to be conveyed corners with other land of the said Phillip W. Keister and Virginia J. Keister, his wife, and running thence North fifty five degrees West, eight hundred and ninety feet to a point, where this land corners with the land of Dr. Theodore Cooke, Jr., which point is to be marked by a stone or slab, thence with said last mentioned land, North twenty degrees and forty five minutes East, eleven hundred and sixteen feet to a point, to be marked with a stone or slab, thence continuing with the said land of Dr. Cooke, Jr., North eighty seven degrees and forty five minutes East, one thousand and five feet to the center of the aforesaid public road, thence with the center of the said public road South fifteen degrees West, five hundred and eighty nine feet, thence still continuing with the center of said road South twenty six degrees and fifteen minutes West, nine hundred and ninety two feet to the place of beginning, containing twenty nine acres and two tenths of an acre of land, more or less, said contract of sale being filed herewith marked "Complainant's Exhibit No. 3" and prayed to be taken as a part hereof.
5. That your Orators at the time of entering into said contract of sale believed they could give a good and merchantible title to the land contracted to be sold, but have since been advised that under the terms of the aforesaid will of Mary Elizabeth Ringgold they are unable to give such a title to that portion of which she died siezed and possessed or an undivided one quarter thereof, unless this Honorable Court pass a decree of sale therefor and appoint a Trustee to receive the purchase money therefor, and upon the receipt thereof, and not before, to grant and convey to the defendants as tenants by the entireties the aforesaid undivided one quarter interest of the said Mary E. Ringgold, to bring the proceeds of sale into this Court to be invested under order of this Court until such time as the same would be distributes as real estate under the will of the said Mary Elizabeth Ringgold.
6. That the said defendants after discovery of the defect in said title have agreed to pay the costs of these proceedings, so that the devisees under the Will of Mary Elizabeth Ringgold will receive the net corpus of \$875.00 for her undivided one quarter interest in said twenty nine and two tenths acres of land, more or less; and that your Orators have received from the defendant, payments for their three quarter undivided interest in said tract of land conveyed to them by the said Hoarce G. Shahan and wife or the sum of \$2,625.00, and the defendants tender themselves willing and able to pay the same as soon as a good and merchantible title can be given for same.

7. That your Orators believe and so allege that it is for the best interest and advantage of all those who would take under the Will of Mary Elizabeth Ringgold that the Contract of Sale heretofore entered into be carried to completion, for the following reasons, to wit: First, that the land being sold has a peculiar advantage to the defendants, in that it adjoining other lands of the defendants, that have such small acerage, that it becomes necessary to increase the same to make their land of much commercial value as a farm; Secondly, that the land described under said contract of sale is unimproved, in so far as any buildings are concerned, and the price offered, for reasons above set forth, is an exceptional good price and far more than the land is worth to the balance of the farm, from which it is separated by the public road, making the same difficult to handle as one farm.

Wherefore your Orators pray this Honorable Court:

- 1. That your Honors grant a decree of sale for the land in question, in accordance with the terms of said contract of sale, the same being for interest and advantage of all parties interested under the will of Mary Elizabeth Ringgold,
- 2. That your Honors in said decree appoint a Trustee to carry into effect said Contract of sale, and upon the receipt of the purchase money to grant and convey the real estate in question by a good and sufficient deed to the vendees.
- 3. That the said Trustee retain said proceeds of sale to be invested under the direction of this Court, to be considered as land, and to be distributed under the terms of the will of Mary Elizabeth Ringgold.
- 4. That your Orators may have such other and further relief as may be right and proper in the premises.

May it please the Court to grant unto your Orators the writ of subpoena directed to the Sheriff of Baltimore City, commanding him to summons, the defendants, Phillip W. Keister and Virginia J. Keister, his wife, to be and appear in this Court, in person or by solicitor, on a day certain to be named therein, to answer this Bill of Complaint and to abide by and perform any order or decree that may be passed in the premises.

Respectfully submitted.

RICHARD T. EARLE
Atty. for Complainants

CERTIFIED COPY OF DEED
Filed April 1, 1946.

.....
#6407 QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Sixteenth day of April, in the year nineteen hundred and eighteen, the following DEED was brought to be recorded, to wit:

THIS DEED MADE, THIS fifth day of April, in the year nineteen hundred and eighteen by Horace G. Shahan and Margaret M. Shahan, his wife, of the City of Philadelphia, State of Pennsylvania, witnesseth:

That for and in consideration of the sum of six thousand dollars the said Horace G. Shahan and Margaret M. Shahan, his wife do hereby grant and convey unto Mary E. Ringgold, Milton E. Ringgold, Harold E. Ringgold and Clarence O. Ringgold, of Queen Anne's County, State of Maryland, as tenants in common, their 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 Fourth Election District of Queen Anne's County, State of Maryland, and in Coxe's Neck and lying on both sides of the public road leading from Phillip's Corner in said Fourth Election District of County and State aforesaid into the aforesaid Cox's Neck, said farm being known as the B. L. Thomas Farm and containing one hundred and twenty eight acres of land, more or less; this being the same land granted and conveyed unto the said Horace G. Shahan by Benjamin L. Thomas and wife by deed bearing date the 30th. day of January, in the year nineteen hundred and seventeen said deed being recorded among the land records for Queen Anne's County, State of Maryland, in Liber W. F. W. #10 folio 157, to which deed and the references therein contained reference is hereby made for a full and more complete description of the land hereby conveyed.

Together with the roads, rights, ways, alleys, waters, privileges, advantages and appurtenances thereunto attached or in any wise appertaining.

And the said Horace G. Shahan and Margaret M. Shahan do hereby warrant specially the title to the aforesaid tract of land and do further covenant to execute such assurances of title as may be requisite in the future.

Witness the hands and seals of the said grantors.

Test:		HORACE G. SHAHAN	(seal)
	as to H. G. Shahan		
	A. A. M. Dewing	MARGARET M. SHAHAN	(seal)

Test as to M. M. Shahan
Carrie Redeker.

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

I hereby certify that on this 5th. day of April 1918, before me the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid personally appeared Horace G. Shehan, a temporary resident of County and State aforesaid and acknowledged the foregoing deed to be his act.

Witness my hand and Notarial Seal.

Notary
Seal
Public

A. Archibald M. Dewing
Notary Public.

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, to wit:

I hereby certify that on this 6th day of April in the year nineteen hundred and eighteen before me the subscriber, a Notary Public of the State of Pennsylvania, City of Philadelphia, personally appeared Margaret M. Shehan and acknowledged the foregoing deed to be her act.

Witness my hand and Notarial Seal.

Carrie Redeker
Notary Public

Notary
Seal
Public

Notary Public,
2613 Columbia Ave., Phila, Pa.
Commission Expires
January 21st, 1919.

.....
:Three \$2.00 Internal Revenue Stamps:
:Endorsed "H. G. S. -4/5/18"
:.....

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. F. W. No. 11, folios 467, 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 19th. day of March, in the year nineteen hundred and forty six.

Seal of
Circuit
Court.

A. SYDNEY GADD JR.
Clerk

COMPLAINANT'S EXHIBIT #2
Filed April 1, 1946

IN THE NAME OF GOD, AMEN!

I, Mary Elizabeth Ringgold, of Queen Anne's County, State of Maryland, do make, publish and declare this as and for my Last Will and Testament, hereby revoking any former or prior will which I may have made, in manner and form as follows, to wit;-

First;- I do will and direct that all my just debts including my funeral expenses shall be paid by my Executors hereinafter named.

Second;- After the payment of my debts, as aforesaid, I do give and bequeath, as a token of my love and affection, unto -- four of my children, Sidney E. Warner, Charles W. Ringgold, Julius V. Ringgold, and Chesapeake A. Ringgold, each the sum of five dollars, to be paid by my said Executors, to be hereinafter named, out of my personal estate, and if my personal estate is not sufficient to pay all of my expenses and the said sums bequeathed to four of my children as aforesaid, I then direct that said sum shall become a charge on whatever real estate I may own at the time of my death.

Third;- All the rest, and residue of my estate, real, personal and mixed, of whatever kind and description, and wherever situated, of which I may be seized or possessed at the time of my death, I do hereby give, devise and bequeath unto three of my sons, Milton E. Ringgold, Harold E. Ringgold, and Clarence O. Ringgold, as tenants in common, and in case any of my said sons shall die without leaving issue living at the time of his death, then his share of said property shall go to the survivors, in equal shares, and in case either one of said survivors shall depart this life without leaving issue living at the time of his death, then said survivor shall take all of my said estate in fee without any limitation whatever.

Lastly;- I do hereby constitute and appoint as executors of this my last will and testament the said Milton E. Ringgold, Harold E. Ringgold and Clarence O. Ringgold, and request that they be not required to bond.

IN TESTIMONY whereof I hereunto set my hand and affix my seal this twenty second day of November, in the year nineteen hundred and five.

Mary E. Ringgold (Seal)

SIGNED, sealed, published and declared by the said Mary Elizabeth Ringgold, the above named testatrix, as and for her last will and testament, in our presence and in the presence of each of us, who at her request and in her presence and in the presence of each other have hereunto subscribed our names as witnesses thereto.

W. Hopper Gibson

Eugene Pennington

In the Orphans' Court for Queen Anne's County, Maryland, Sct:

The Register of Wills for Queen Anne's County, Maryland, doth hereby certify that the within and foregoing is a true copy of the last Will and Testament of Mary Elizabeth Ringgold, late of Queen Anne's County, deceased, as filed and passed in this office on April 19th-1921 and recorded in Liber W.T.B. No. 1, Folio 231 in Record Book in the Orphan's Court for Queen Anne's County, Maryland.

Seal's
Place.

In testimony whereof I hereunto subscribe my name and affix the seal of my office this 8th day of March 1946.

EDWARD E. COURSEY
Register of Wills for Queen Anne's County,
Maryland.

COMPLAINANTS EXHIBIT
#3
Filed April 1, 1946.

This Agreement, Made this ___ day of November nineteen hundred and forty-five, between Milton E. Ringold, Harold E. Ringold and Clarence O. Ringold----- of the first part and Dr. Phillip W. Keister and Virginia J. Keister, his wife, of the second part

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former the following described property, situate and lying in Queen Anne's County, Maryland, part of tract of land known as B. L. Thomas Farm lying on both sides of public road leading from State highway into Cox's Neck in 4th election district of said Queen Annes County, part to be conveyed being thirty acres (30), more or less, lying on west side of said road (Cox's Neck Road) adjoining lands of Theodore Cook and other lands of the parties of the second part, the said land to be conveyed being part of that tract of land which was conveyed by Horace G. Shahan and Margaret M. Shahan to Mary E. Ringold, Milton E. Ringold, Harold E. Ringold, and Clarence I. Ringold by deed dated April 5, 1918 and recorded among the land records for Queen Annes County in Liber W.F.W.No.11,467.

At and for the price of Thirty-five hundred Dollars of which Five hundred Dollars have been paid prior to the signing hereof and the balance is to be paid as follows: Cash within ninety days. And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee

Taxes, to be paid or allowed for by the Vendor to date of settlement,

Time is the essence of this contract

Witness our hands and seals

TEST: as to Vendors	CLARENCE O. RINGGOLD	(SEAL)
HANNAH E. WARNER	MILTON E. RINGGOLD	(SEAL)
X - FRANKLIN D. YOUNG	HAROLD E. RINGGOLD	(SEAL)
	VIRGINIA J. KEISTER	(SEAL)
	PHILIP W. KEISTER, M.d.	(SEAL)

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER

Queen Anne's County, to wit:

The State of Maryland

TO

Phillip W. Keister and Virginia J. Keister

Seal's
Place.

OF 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 Centerville, in said County, on the First Monday of May next, to answer the complaint of Milton E. Ringold, et al., against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of April 1946
Issued the First day of April 1946

A. SYDNEY GADD JR. Clerk

Richard T. Earle
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 May next, being the Return Day.

A. SYDNEY GADD JR. Clerk.

And on the back of the foregoing subpoena is thus endorsed, to wit:
"Marked to lie."

ANSWER TO BILL OF COMPLAINT
Filed April 1st, 1946.

Milton R. Ringgold
Harold E. Ringgold, and
Clarence R. Ringgold,
PLAINTIFFS

VS.

Phillip W. Keister
AND
Virginia Keister,
his wife,
DEFENDANTS

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CAUSE NO. _____

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Phillip W. Keister and Virginia Keister, his wife, respectfully presents:

1. That they admit the allegations of the Bill of Complaint filed against them in the above entitled proceedings.

2. That they consent to the relief prayed for by the Plaintiffs in said proceedings and the passage by this Honorable Court of a decree as prayed for by said Plaintiffs.

AS IN DUTY BOUND, ETC.

HARRY LEEWARD KATZ
SOLICITOR FOR DEFENDANTS

PHILIP W. KEISTER Md

DEFENDANTS

WAIVER OF NOTICE OF HEARING

The defendants, Philip W. Keister and Virginia Keister, his wife, do hereby waive notice of hearing of the above cause.

PHILIP W. KEISTER, Md

HARRY LEEWARD KATZ
SOLICITOR FOR DEFENDANTS

VIRGINIA JAYNE KEISTER
Defendants

EXAMINER'S REPORT AND DEPOSITIONS
April 6, 1946.

MILTON E. RINGGOLD,	#	IN THE CIRCUIT COURT FOR
AHROLD E. RINGGOLD,	#	QUEEN ANNE'S COUNTY,
CLARENCE O. RINGGOLD,	#	IN EQUITY.
VS.	#	Cause No. 3475.
PHILLIP W. KEISTER,	#	
VIRGINIA J. KEISTER,	#	

REPORT OF EXAMINER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, examiner, at the request of Richard T. Earle, Attorney for the Plaintiffs, and there is an order by the Defendants waiving Notice of the taking of testimony, I went with Richard T. Earle, to the home of the Ringgold Brothers in the Town of Centreville, due to the physical condition of Milton E. Ringgold, and took the hereinafter depositions, there were presents the said witnesses, Richard T. Earle and your examiners, the witnesses were first sworn and then stated as herein set forth. Said Depositions were taken on Saturday, April the sixth at about 10:30 A.M.

CHAS. E. TUCKER
One of the Regular Examiners.

The first witness called on the part of the Plaintiff was Milton E. Ringgold, who being duly sworn, deposes and state as follows. Questions asked by Richard T. Earle, Attorney for Plaintiff.

State your name, age, residence and occupation.

A. My name is Milton E. Ringgold, I am 75 years, I reside in Centreville, Queen Anne's County, Maryland, I am a retired farmer.

Q. Did you know Mary E. Ringgold, also known as Mary Elizabeth Ringgold, is she living or dead, did she die intestate or not.

A. I knew Mary E. Ringgold, whose name was also Mary Elizabeth Ringgold, she was my mother, she died sometime in the year 1921, leaving a last will and testament.

Q. K now hand you a paper writing purposting to be the Last Will and Testament of Mary Elizabeth Ringgold, marked "Plaintiff's Exhibit No. 2", in the will you are named one of the executors, did all executors qualify as such and what is now the condition of the estate of Mary Elizabeth Ringgold:

A. The paper writing you now hand me is the last will and testament of my mother, my brothers Harold E. Ringgold and Clarence O. Ringgold are named with me as Executors of said Last Will and Testament, we all qualified and her estate has been fully administered upon and closed.

Q. I now hand you a paper writing marked "Plaintiff's Exhibit No.1, kindly tell what it is, if you know.

A. The paper writing is a certified copy of a deed from Horace Shahan and wife to my mother, my brothers Harold E. Ringgold, Clarence O. Ringgold and myself, of a tract of land located on both sides of the public road from Phillip's Corner into Cox's Neck, known as "The B. L. Thomas Farm" and contains according to said deed 128 acres of land, more or less.

Q. I now hand you a paper writing Marked "Plaintiffs' Exhibit No. 3", can you identify same or not?

A. The paper writing that you have just handed me is a contract of sale signed by myself, my brothers, Harold E. Ringgold and Clarence O. Ringgold, agreeing to convey by a good and merchantable title, that part of the said B. L. Thomas Farm lying on the West side of the public road, from Phillips Corner into Cox's Neck, to Phillip W. Keister and Virginia J. Keister, his wife, at and for the sum of \$3,500.00.

Q. At the time when you signed this paper writing did you and your brothers believe that you could convey a good and merchantable title for this land, or not, if you did, when were you advised to the contrary?

A. We did and knew nothing to the contrary until advised by the attorney for the defendants that we could not deliver a good and merchantable title for that portion or part of the land owned by our mother.

Q. Since you discovered that you all could not deliver a good and merchantable title for that part of The B. L. Thomas Farm of which your mother died seized and possessed, have you had any further dealings with the defendants or not?

A. Yes, the defendants told us that we were unable to convey the land we agreed to sell by metes and bounds, courses and distances, and offer to have the same surveyed, and have had the same surveyed, which survey corresponds with the lines in the Bill of Complaint, and the defendants have further offered to pay all expenses of this suit, so that there will remain due those who take under the will of my mother, the net sum of \$875.00, or one quarter of the purchase price.

Q. Have you and your brothers conveyed to the defendants your undivided three quarters interest in the said part of the B. L. Thomas Farm lying on the west side of the public road from Phillip's Corner into Cox's Neck and have you been paid for same or not?

A. Yes, we have executed a deed to the defendants as tenants by the entireties of our undivided three quarters interest in said tract of land, we contracted to sell, and have received \$2,625.00, and they advise us they are willing and able to pay the balance when they can get a good deed for same.

Q. Are you and your two brothers married or not?

A. We are not married and have never married and are the only parties living that are interested under the Will of Mary Elizabeth Ringgold, in this land.

Q. Do you believe it for the best interest and advantage of all those who would take under the will of Mary Elizabeth Ringgold to complete this sale to the defendants, if so, Why?

A. Yes I believe that it would be to the interest and advantage of all parties interested under the will of Mary E. Ringgold to complete this contract of sale, for that the defendants own about 40 acres of land, adjoining the land agreed to be sold, formerly a part of this farm, and it would be of greater interest to them than to anyone else, and they offer us a larger price than we could get elsewhere, for this land, with no buildings on it; then this tract being separated from the main farm, makes it difficult to handle and it is of not so much value to the farm.

Examiner's Special.

A. No.

MILTON E. RINGGOLD

The next witness called by the Plaintiffs was Harold E. Ringgold, who being duly sworn, deposes and states. Questions asked by Richard T. Earle.

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

A. My name is Harold E. Ringgold, I am of 70 years of age, I reside in Centreville, Queen Anne's County, I am a retired farmer.

Q. Do you know the other plaintiffs in this cause, and did you know Mary E. Ringgold also known as Mary Elizabeth Ringgold, is she living or dead?

A. Milton E. Ringgold and Clarence O. Ringgold are my brothers, we are all the children of Mary E. Ringgold, who was known also as Mary Elizabeth Ringgold, who died in the year 1921.

Q. I now hand you "Plaintiff Exhibit No. 1", can you identify the same or not?

A. Yes, that is a certified copy of deed to my mother, myself and my two brothers, Milton E. and Clarence O. Ringgold, conveying to us as tenants in common the farm known as "The B. L. Thomas Farm" on both sides of the public road from Phillips Corner into Cox's Neck, containing 128 acres of land, more or less, from Horace G. Shahan and wife.

Q. Did your mother die intestate or not? Can you identify Plaintiffs Exhibit No. 2 in this cause?

A. My mother left a Will, which is the Exhibit handed me, we all qualified as executors and have fully administered upon her estate.

Q. I now hand you a paper writing marked Plaintiffs Exhibit No. 3, can you identify the same or not?

A. Yes, that is a contract of sale entered into by my brothers and myself with Phillip W. Keister and Virginia J. Keister, his wife, in which we agree to deliver a good and merchantable title to that part or portion of the said B. L. Thomas Farm lying on the west side of the road from Phillips Corner into Cox's Neck at and for the sum of \$3,500.00.

Q. At the time of entering into said contract of sale, did you and your brothers believe that you could give a good and merchantable title to the land in question or not, if you did when were you advised to the contrary?

A. We did, and knew nothing to the contrary until advised by the attorney for the defen-

dants, who stated that we could not give a good title for that part or portion owned by our mother.

Q. Since that time have you all had further dealings with the defendats or not?

A. Yes, the defendants desire this land to be conveyed to them by metes and bounds course and distances, which we were unable to do, and the defendants have had the same surveyed at their expense and have further agreed to pay all expenses of this suit, so that the interest of Mary E. Ringgold in this land to be sold will net one quarter of the selling price or \$875.00, and the defendants have paid us in full for our undivided three quarters interest or \$2,625.00, and are willing and able to pay the balance as soon as they can get a good title for same.

Q. Do you believe it is for the interest and advantage of those taking under the will of Mary Elizabeth Ringgold that this contract of sale be completed, and if so why?

A. Yes, I believe it is for the interest and advantage of all taking under the will of Mary Elizabeth Ringgold that this contract of sale be completed because this land has a special value to the defendant, who own forty acres adjoining a former part of this farm and they have need for this land, the price is especially a good price considering there are no buildings and improvements on same except fencing, and it would lessen very little the B. L. Thomas Farm since the land agreed to be sold lies on the oposite side of the road from the main body of this farm.

Q. Who are the people in being interested in this land under the will of Mary Elizabeth Ringgold?

A. Milton E. Ringgold, Clarence O. Ringgold, my brothers, and myself, all single men, we have never married.

Examiner's Special.

A.

HARROLD E. RINGGOLD

The next witness called by the Plaintiff, is Clarence O. Ringgold, who being sworn, deposes and state as follows, questions adked by Richard T. Earle.

State your name, age, residence and occupation?

A. My name is Clarence O. Ringgold, I am ^{years} 65/ of age, reside in Centreville, Queen Anne's County, Maryland, I am a retired farmer.

Q. Do you know the parties to this cause or any of them?

A. Yes, my two brothers, Milton E. Ringgold and Harold E. Ringgold and myself are plaintiffs, Phillip W. Keister and Virginia J. Keister, his wife, are the defendants I know all of them.

Q. I now hand you Plaintiff's Exhibit No. 1, can you identify same?

A. Yes, the same is the deed that myself, my two brothers in this cause and my mother Mary E. Ringgold also known as Mary E. Ringgold, received from Horace G. Shahand wife, I mean a certified copy of said deed, conveying unto us as tenants in common The B. L. Thomas Farm, containing one hundred and twenty eight acres of land, more or less, on both sides of the public road leading from Phillip's Corner into Cox's Neck.

What relation were you to Mary E. Ringgold also known as Mary Elizabeth Ringgold, is she living or dead, if dead, did she leave a will?

A. Mary E. Ringgold was the mother of myself, Milton E. Ringgold and Harold E. Ringgold she was one of the grantees in above described deed, she died in the year 1921, and left a will, duly probated in the Orphans' Court for Queen Anne's County.

Q. I now hand you a paper writing purporting to be a certified copy of the last Will and testament of Mary Elizabeth Ringgold, can you identify the same?

A. Mary Elizabeth Ringgold is the same party described in said deed as Mary E. Ringgold, said will was duly probated, of which this exhibit is a certified copy, we all complied as executors, have fully administered upon said estate and her estate has been finally closed.

Q. I now hand you a contract of sale, can you identify same?

A. Yes, that is the contract of sale I and my brothers entered into contracting to sell and give a good and merchantible title to about 30 acres of the B. L. Thomas Frm, lying on the West side of the public road leading from Phillip's Corner into Cox's Neck, at and for the sum of \$3,500.00 and to convey the same to the defendants.

Q. At the time you and your brothers entered into this contract, did you think that you could give a good title to the same?

A. Yes, we thought so until advised by the attorney for the defendants, after the defendants found they could not get a good title for same, they agreed to have the land surveyed at their expense, a copy of which lines are set forth in the Bill of Complaint, and to pay the costs of these proceedings.

Q. Have the defendants paid you for your interest in said land contracted to self?

A. Yes, they have paid my borthers and myself the sum of \$2,625.00 for undivided three quarters interest in said land that we took under the Shahan deed, and have agreed to pay the sum of \$875.00, costs of this suit, for the interest in said real estate owned by Mary Elizabeth Ringgold.

Q. Do you believe it to be for the interest and advantage of all parties interest in said land under the will of Mary Elizabeth Ringgold to complete this contract of sale, if so, why?

A. Yes, this land is situate adjoining forty acres of the defendants land, and is necessary for them to carry on the kind of farming they desire to do, and therefore is of more value to them than to anyone else, and I believe that the price is most advantageous for land unimporved by any buildings, besides it is separated from the main farm by the public road and would lessen same but little.

State if you know, who are the parties interest in said land, under the will of Mary Elizabeth Ringgold?

A. Milton E. Ringgold, Harold E. Ringgold and myself, all unmarried and have never been married, are all the parties interested in said land under said will.

Examiner's Special.

CLARENCE O. RINGGOLD

The next witness called by the plaintiff of lawful age, being sworn, deposes and states, questions being asked by Richard T. Earle.

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

A. My name is Fred Kauffman, I am 50 years of age, I reside on the B. L. Thomas Farm, owned by the Ringgold Brothers, in Cox's Neck, Fourt_ Election District of Queen Anne's County, Maryland, and am a farmer.

Q. How well do you know The B. L. Thomas Farm managed by the Ringgold Brothers and which they believed until here lately they owned absolutely.

A. I have been their tenants for several years.

Q. I now hand you a paper writing purporting to be a contract of sale between the Ringgold Bros and Phillip W. Keister and Virginia J. Keister his wife, and ask you, if in your opinion the sale contemplated to be made by said contract is a good sale and why?

A. The sale of the land of the B. L. Thomas Farm on the West side of the public road leading from Phillip's Corner into Cox's Neck at and for the sum of \$3,500.00, is in my opinion a very good sale for this land, there are no buildings on same, and being separated from the main farm, it is difficult to cultivate and depreciates the value of the remainder thereof but little.

Examiner's Special.

No

FRED KAUFMAN

I hereby certify at the request of attorney for the plaintiffs I have taken the within and attached depositions, and was advised by said attorney that he desired to take no further depositions; and the defendants having admitted the matters and facts of the Bill of complaint and consenting to the passing of a decree as prayed and waiving notice of the taking of testimony, I herewith make this report, charging the following cots to the plaintiff., to wit:

Engaged two days-----\$8.00
Witnesses,
Milton E. Ringgold
Harold E. Ringgold
Clarence O. Ringgold
Fred Kaufman-----Witness Fee---- .75
\$8.75

Respectfully submitted

Filed April 6th, 1946.

CHAS. E. TUCKER
One of Regular Examiner

DECREE OF SALE
Filed April 17th, 1946.

MILTON E. RINGGOLD, # In the Circuit Court for
HAROLD E. RINGGOLD, # Queen Anne's County,
CLARENCE O. RINGGOLD, # in Equity.
VS.
PHILLIP W. KEISTER, #
VIRGINIA J. KEISTER, #
his wife. # Cause No. 3475.

DECREE.

The above cuase standing ready for hearing, and being submitted without argument, the Bill of Complaint, exhibits and all other proceedings were read and considered.

IT IS THEREUPON, on this 17th day of April, 1946, 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 the undivided one quarter interest and estate of Mary E. Ringgold, deceased, in and to that part of the B. L. Thomas Farm situate on the West side of the public road from Phillips Corner into Cox's Nech in the Fourth Election District of Queen Anne's County, Maryland, be sold to the defendants, Phillip W. Keister and Virginia J. Keister, his wife, under the terms of the contract of sale filed herein, with the additional term that the Defendants pay all costs of these proceedings, the same being to the interst and advantage of all parties taking under the Last Will and Testament of Mary Elizabeth Ringgold.

That Richard T. Earle of Queen Anne's County, State of Maryland, be and he is hereby appointed Trustee to carry out the terms of said contract and to collect

from the defendants the costs of these proceedings, and to make said sale, but before he shall proceed to act as such trustee he shall file with the Clrk of this Court a bond in the penalty of One Thousand Dollars, if corporate, surety be given or in double that amount if personal sureties are given, such surity or sureties to be approved by said Clerk, that as soon as may be convenient thereafter, 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 the costs of these proceedings 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 the, free, clear and discharged of all claims of the parties to this cause, and of those claiming by, through or under them, or any of them.

The said Trustee shall bring into this Court the full purchase price arising under said sale, to be and remain in this Court under the future order of this Court.

WM. R. HORNEY

Judge.

Filed April 17th, 1946.

CERTIFIED COPY OF BOND
Filed April 17, 1946.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Seventeenth day of April in the year nineteen hundred and forty six, the following Bond was brought to be recorded, to wit:-

KNOW ALL MEN BY THESE PRESENTS, that we, Richard T. Earls, as principal, and Milton E. Ringgold, Harold E. Ringgold and Clarence O. Ringgold, as sureties, all of Queen Anne's County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND DOLLARS (\$2,000.00), 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, administrators 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 April, 1946.

WHEREAS, the above bounden Richard T. Earle has been appointed by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 17th day of April, 1946, Trustee to carry out the terms of a contract of sale of real estate mentioned in a certain cause, and to collect certain other moneys as set forth in said decrees in cause entitled in said Court "Milton E. Ringgold, Harold E. Ringgold and Clarence O. Ringgold vs. Phillip W. Keister and Virginia J. Keister, his wife" being Cause No. 3475 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 and execute the trust reposed in him by said decree, or that may be reposed in him by any future order of decree in the premises, then the above obligation shall be void; otherwise to be and remain in full force and virute in law.

Signed, sealed and delivered
in presence of

HANNAH E. WARNER

RICHARD T. EARLE (SEAL)
Richard T. Earle

MILTON E. RINGGOLD (SEAL)
Milton E. Ringgold

HAROLD E. RINGGOLD (SEAL)
Harold E. Ringgold

CLARENCE O. RINGGOLD (SEAL)
Clarence O. Ringgold

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

Security approved and Bond filed April 17th 1946.

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 364 a Bond 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 on this 17th day of April in the year nineteen hundred and forty six.

A. SYDNEY GADD JR.
Clerk of Court

REPORT OF SALE
Filed April 30th, 1946.

MILTON E. RINGGOLD et al.,

#

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

VS.

#

PHILLIP W. KEISTER AND

#

Cause No. 3475.

VIRGINIA J. KEISTER, his wife.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, by virtue of a decree of Sale dated April 17th., 1946, having first complied with the terms of the decree by filing an approved personal bond in this cause in the sum of \$2,000.00; did then advise the defendants that he would sell all the undivided one quarter interest and estate of Mary E. Ringgold, deceased, in and to the following tract of land, to wit: All that lot or tract of land situate, lying and being on the West side of the public road from Phillip's Corner into Cox's Neck, more particularly described as follows, to wit: Beginning for the same at a point in the center of the aforesaid public road where the land hereby offered for sale corners with other land of the said Phillip W. Keister and Virginia J. Kesiter, his wife, and running thence North fifty five degrees West, eight hundred and ninety five feet to a point, where this land corners with the land of Dr. Theodore Cooke, Jr., which point is to be marked by a stone or slab, thence with the said last mentioned land, North Twenty degree and forty five minutes East, eleven hundred and diteen feet to a point, to be marked with a stone or slab, thence continuing with the said land of Dr. Cooke, Jr., North eighty seven degrees and forty five minutes East, one thousand and five feet to the center of the aforesaid public road, thence with the center of the said public road South fifteen degrees West, five hundred and eighty nine feet, thence continuing with the center of the said public road South twenty six degrees and fifteen minutes West, nine hundred and ninety two feet to the place of beginning, containing twenty nine acres and two tenths of an acre of land, more or less, being a part of the land conveyed to the said Mary E. Ringgold by deed dated April 15th., 1918, and recorded in Liber W.F.W.No.11, folio 467, a Land Record Book for Queen Anne's County, from Horace G. Shahan and Margaret W. Shahan, his wife, in accordance with the terms of the contract filed in this cause.

That the said defendants have bought the same at and for the sum of \$875.00 and have given in payment for same their check.

Sales Price \$875.00

Respectfully submitted.

RICHARD T. EARLE
Trustee.

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

I hereby certify that on this 30th. day of April, 1946, 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 that said sale was fairly made.

Filed April 30th. 1946.

A. SYDNEY GADD JR.
Clerk of the Circuit Court
for Queen Anne's County.

NISI SALE
Filed April 30, 1946.

N I S I

Milton E. Ringgold et al.,

In the Circuit Court

VS.

for Queen Anne's County

Phillip W. Keister and
Virginia J. Keister, his wife

In Equity
Chancery No. 3475

ORDERED, This 30th day of April A. D., 1946, that the sale 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 1st day of July 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 June next.

The Report states the amount of sale to be \$875.00

Filed April 30th, 1946

A.SYDNEY GADD JR. Clerk.

NISI PUBLICATION AND CERTIFICATION
Filed July 2nd, 1946.

N I S I

Milton E. Ringgold et al.,

vs.

Phillip W. Keister and
Virginia J. Keister, his wife

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

Chancery No. 3475

ORDERED, This 30th day of April A.D., 1946, that the sale 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 1st day of July 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 June next.

The Report states the amount of sales to be \$875.00.

A. SYDNEY GADD, JR.
Clerk

Filed April 30th, 1946
True Copy
Test: A. Sydney Gadd, Jr. Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. July 1, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the case/estate of Milton E. Ringgold et al vs. Phillip W. Leister and Virginia J. Keister, his wife Chancery No. 3475 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 1st. day of June 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd. day of May 1946, and the last insertion on the 23rd. day of May 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed July 2nd, 1946.

By PAUL B. SMITH

ORDER OF COURT
Filed July 3rd, 1946.

ORDER OF COURT

ORDERED this 3rd day of July, 1946, 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 by Richard T. Earle, Trustee, 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 per certification thereof filed herein, in accordance with the previous order nisi. The Trustee is allowed the usual commission and all expenses, not personal upon the production of proper vouchers; the entire costs of these proceedings to be at the expense of the Defendants and not to come out of the proceeds of sale, upon the receipt of the purchase money and costs and expenses the said Trustee to convey the land to the defendants by a good and sufficient deed and not before.

WM. R. HORNEY

Judge.

Filed July 3rd, 1946.

WAIVER OF APPEARANCE FEE
Filed July 15th, 1946.

MILTON E. RINGGOLD,
HAROLD E. RINGGOLD,
CLARENCE O. RINGGOLD,

VS.

PHILLIP W. KEISTER
VIRGINIA J. KEISTER.

#

In the Circuit Court for
Queen Anne's County,
in Equity.
Cause No. 3475.

To A. S. Gadd, Clerk of said Court:

I hereby waive the appearance fee due me as attorney of record for the defendants.

Filed July 15th, 1946.

HARRY LEEWARD KATZ

PETITION BY TRUSTEE TO
RESIGN AS TRUSTEE AND
ORDER OF COURT THEREON.
Filed August 9, 1946.

Milton E. Ringgold,
Harold E. Ringgold, and
Clarence O. Ringgold,

VS.

Phillip W. Keister and
Virginia J. Keister, his
wife.

#

In the Circuit Court for
Queen Anne's County,
in Equity.
Cause No. 3475.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard T. Earle, Trustee in this cause, to your Honors, respectfully shows:

1. That as will appear by reference to the papers in this cause, that there is in the hands of the Trustee the sum of \$875.00, after the payment of all expenses, costs and commission, up to the time of the filing of this petition.

2. That your Trustee desires to resign as Trustee in this Cause in accordance with the law in such cases made and provided and files herewith an account under oath a statement of receipts and disbursements made by him.

Wherefore your petitioner prays that an Order may be passed in this cause by your Honors causing notice to be given by publication of the filing of this petition and that upon the expiration of the time limited in said notice, unless cause to the contrary be shown, he be released from the further execution of this trust.

publication or order nisi passed in this Cause by the Court in the Matter of the Petition filed by Richard T. Earle, to be allowed to Resign his Trusteeship of this Cause, per newspaper's account for same exhibited to Auditor, to wit: sum of

	\$	3.50	
To balance carried below, the sum of	\$	<u>871.50</u>	
	\$	875.00	\$ 875.00

1946
April
30

CR.

By amount of the balance brought down from above the same being the purchase price arising under the sale mentioned to remain in this Court subject to the future order of this Court, per the Decree of Sale Paper No. 8 above mentioned, to wit: sum of \$ 871.50

August 19, 1946

MADISON BROWN

Filed Aug. 20, 1946.

AUDITOR

NISI AUDIT
August 20, 1946.

NISI RATIFICATION OF AUDIT

Milton E. Ringgold,
Harold E. Ringgold,
Clarence O. Ringgold,

In the Circuit Court
for Queen Anne's County

VS

In Equity

Philip W. Keister
Virginia Keister

Cause No. 3475

ORDERED, This 20th. day of August in the year nineteen hundred and forty 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 13th. day of September, 1946; provided a copy of this order be published once a week in each of two successive weeks before the 6th. day of September, 1946, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD JR. Clerk.

Filed August 20, 1946

NISI RATIFICATION OF AUDIT
AND CERTIFICATION
Filed September 27, 1946.

NISI RATIFICATION OF AUDIT

Milton E. Ringgold
Harold E. Ringgold
Clarence O. Ringgold
vs.
Philip W. Keister
Virginia Keister

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

Cause No. 3475

ORDERED, This 20th day of August in the year nineteen hundred and forty-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 13th day of September, 1946; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of September, 1946, in some newspaper printed and published in Queen Anne's County.

Filed: August 20, 1946.
True Copy -
Test: A. Sydney Gadd, Jr., Clerk

A. SYDNEY GADD, JR., Clerk

=====

QUEEN ANNE'S RECORD - OBSERVER

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Centreville, Me. August 31, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of Milton E. Ringgold et al vs Philip W. Keister et al Cause No. 3475 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD - OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 6th. day of September 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22nd. day of August 1946, and the last insertion on the 29th. day of August 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed Sept. 27, 1946.

By PAUL B. SMITH

ORDER OF COURT
Filed September 27, 1946.

ORDERED this 27th day of September, 1946 by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing audit 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 per certificate of publication of Nisi thereto, and Richard T. Earle, Trustee, having paid all costs as provided by contract of sale.

Filed September 27, 1946.

WM. R. HORNEY

Judge

PUBLICATION OF ORDER OF COURT
AND CERTIFICATION
Filed September 27, 1946.

Milton E. Ringgold, Harold E. Ringgold, and Clarence O. Ringgold,

vs.

Phillip W. Keister and Virginia J. Keister, his wife.

In the Circuit Court for

Queen Anne's County in Equity

Cause No. 3475

ORDER OF COURT

ORDERED, this 9th day of August, 1946, by the Circuit Court for Queen Anne's County, In Equity, that the petition of Richard T. Earle, Trustee in above entitled cause, praying to be allowed to resign as Trustee, be and the same is hereby granted and the said petitioner is discharged from the further execution of his trust, unless cause to the contrary be shown or before the 23rd day of September, 1946, provided a copy of this Order be published in some newspaper printed and published in Queen Anne's County once in each of two successive weeks before the 23rd day of August, 1946.

Filed August 9, 1946.

WM. R. HORNEY, Judge

True Copy -

Test: A. Sydney Gadd, Jr.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. August 31, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Court in the case/estate of Milton E. Ringgold et al vs Phillip W. Keister et al Cause No. 3475 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 23rd. day of August 1946, and the the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 15th. day of August 1946, and the last insertion on the 22nd. day of August 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed Sept. 27, 1946.

By PAUL B. SMITH

ORDER OF COURT
Filed September 27, 1946.

Milton E. Ringgold et al.,

#

In the Circuit Court for Queen Anne's County,

vs.

Philip W. Keister et al.

#

in Equity.

Cause No. 3475.

Upon the Petition and Account of Richard T. Earle, Trustee in the above intitled cause, wherein he seeks to resign as Trustee, said petition being filed August 9th., 1946, and said Account being ratified and confirmed on the 27th., day of September, 1946, IT IS ADJUDGED, ORDERED AND DECREED this 27th day of September, September, 1946 by the Circuit Court for Queen Anne's County, in Equity and be the authority of said Court, that the said Richard T. Earle, Trustee as aforesaid, and as described and set forth in said Petition and Account, be and he is hereby fully released and discharged from the further execution of said trust reposed in him by the decree of this Court bearing date of April 17th., 1946, no cause to the contrary having been shown, although notice appears to have been given of the filing of said petition as directed by and in accordance with the Order of this Court passed thereon.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that Clarence O. Ringgold of Queen Anne's County, be and he is hereby appointed Trustee in this Cause in the place and stead of the said Richard T. Earle, with full authority to manage and control said Trust Estate as though the said Clarence O. Ringgold had been original Trustee in this Cause, provided, however, that before the said Clarence O. Ringgold shall proceed to act as Trustee in this Cuase, he shall file in this Cause a bond as Trustee conditional for the faithful execution of said Trust, with surety or sureties to be approved by this Court or the Clerk thereof, in the penal of ONE THOUSAND DOLLARS (\$1,000.00), if corporate surety or in double that amount if personal sureties be given.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said Richard T. Earle, Trustee, be and he is hereby authorized, empowered and directed to turn over the entire corpus of this Trust Extate, together with any interest accrued thereon to the said Clarence O. Ringgold, upon the filing of an approved bond as aforesaid, and not before, and upon the paying or transferring over of said entire corpus, together with any interest accrued thereon and not before, the said Clarence O. Ringgold, be and he is hereby author-

ized, empowered and directed to execute a release to the said Richard T. Earle, Trustee, releasing, discharging, acquitting and exonerating the said Richard T. Earle, his heirs, executors and administrators and his bond as Trustee as aforesaid and the sureties of said bond, from all and every suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them or any of them on his bond and his sureties on said bond for and on account of the entire corpus of this trust and interest thereon accrued, if any.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the costs of these proceedings be paid out of the Trust Estate.

WM. R. HORNEY

Judge.

Filed Sept. 27, 1946.

CERTIFIED COPY OF BOND
Filed September 27, 1946.

Queen Anne's County, to wit: Be it remembered that on this Twenty-Seventh day of September in the year nineteen hundred and forty-six, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Clarence O. Ringgold, as principal and Milton E. Ringgold and Harold E. Ringgold, as sureties, all of Queen Anne's County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars (\$2,000.00), 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, administrators and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of September 1946.

WHEREAS, the above bounden Clarence O. Ringgold has been appointed Trustee in a Cause in the Circuit Court for Queen Anne's County, in Equity, entitled Milton E. Ringgold et al vs. Phillip W. Keister, and Virginia J. Keister, his wife, being cause No. 3475 in said Court, in the place and stead of Richard T. Earle, Trustee, who resigned said trust.

Now the condition of the above obligation is such that if the above bounden Clarence O. Ringgold, do and shall well and faithfully perform and execute the trust reposed him by said Order of Court 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:

RICHARD T. EARLE

CLARENCE O. RINGGOLD (SEAL)
Clarence O. Ringgold

MILTON E. RINGGOLD (SEAL)
Milton E. Ringgold

HARROLD E. RINGGOLD (SEAL)
Harrold E. Ringgold

And at the foot of the foregoing Bond is thus endorsed, to wit:

Security approved & Bond filed Sept 27, 1946.

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 A.S.G. Jr. No. 1, folio 30, a Bond 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 on this 27th day of September, in the year nineteen hundred and forty six.

A. SYDNEY GADD JR.

Clerk of Circuit Court

PETITION TO INVEST CORPUS OF TRUST,
CERTIFICATE OF TITLE, CERTIFICATE OF
VALUE, ORDER OF COURT THEREON.
Filed Spetember 27, 1946.

MILTON E. RINGGOLD,
HAROLD E. RINGGOLD,
CLARENCE O. RINGGOLD,
VS.
PHILLIP W. KEISTER,
VRIGINIA KEISTER.

#

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

Cause No. 3475.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Milton E. Ringgold, Harold E. Ringgold and Clarence O. Ringgold, the last one both is his individual capacity and as Trustee in this cause, to your Honors respectfully shows:

1. That the Corpus of this Trust Estate consists of \$871.50 as shown by an audit filed herein, less the necessary Court costs incurred since the filing of said audit, which is for investment until said trust estate is terminated under the provisions of the Will of Mary Elizabeth Ringgold, which will be at the death of any two of your petitioners, in which event the same will either by distributed to the survivor or in

case any of your prtitioners leave a child or children (all of your petitioners being now over sixty years of age, without a child or children and unmarried) then said child or children to take the share of the deceased father, in the meantime your petitioners to have and receive all income from said trust estate.

2. That your petitioners are the owners as joint tenants in fee of an undivided three quarters interest, the other one quarter being vested in the same manner as the Corpus of this Trust Estate, in a farm known as The B. L. Thomas Farm, which now after a sale of the part thereof in these proceedings (which sale was for only about 30 acres of unimproved land) consists of about 100 acres of land, more or less, improved by dwelling house and other buildings, as per certificate of title and certificate of value filed herein.

3. That your petitioners desire to have said entire corpus of payment of above costs invested in a first mortgage against their aforesaid interest in said farm, without interest, said mortgage to mature at and when as provided by the provision of distribution under the will of Mary E. Ringgold.

4. That your petitioner, Clarence O. Ringgold, Trustee in this cause, desires to make said loan and hereby recommends the same to this Court and knows that the property offered has many times the value of money sought to be invested.

Respectfully submitted

MILTON E. RINGGOLD

HARROLD E. RINGGOLD

CLARENCE O. RINGGOLD

Trustee

We, the undersigned, being familiar with the B. L. Thomas Farm in the Fourth Election District of Queen Anne's County, Maryland, and undivided 3/4 interest therein being advised is owned by Milton E. Ringgold, Harold E. Ringgold and Clarence O. Ringgold as joint tenants, said farm consisring of about 100 acres of land, with dwelling house and outbuildings, exclusive of land recently sold to Keister and wife, do hereby certify that in our opinion the said undivided three quarters interest in the aforesaid farm is worth

HARRY T. NORMAN \$8,000

T. HERMAN PALMER \$8,000

WILLIAM E. DENNY JR. \$8,000.00

Subscribed and sworn to before me this 27 day of Sept., 1946.

HERBERT P. O'DONNELL

HERBERT P. O'DONNELL
Justice of the Peace
Queen Anne County, Md.
Commission Expires May____, 194_

Filed Septe 27, 1946.

I Hereby certify that I have examined the title to a tract of land, known as The B. L. Thomas Farm, situate in the Fourth Election District of Queen Anne's County, Maryland, containing one hundred acres of land, more or less, and from said search find that Milton E. Ringgold, Haroled E. Ringgold and Clarence O. Ringgold are seized and possessed as Joint tenants in fee of an undivided three quarters and estate therein and also are seaized as tenants in common of an undivided one quarter interest therein to go to the survivor and survivors thereof provided that any child or children of them shall take that protion of the deceased parent, under the will of Mary Elizabeth Ringgold, their morther., their are no liens and/or encukberances against same.

Filed Sept. 27, 1946.

RICHARD T. EARLE

ORDER OF COURT

The within and foregoing petition having been read and considered as also the certificates both as to value of the land in question as well as the the title thereto, IT IS THEREUPON this 27th day of September, 1946, ORDERED by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, that Carence O. Ringgold, Trustee in this cause, be and he is hereby directed, authorized and empowered to pay first the Clerk's Costs in this cause and then to invest said blance of said Corpus of this Estate in a first mortgage on the undivided three quarters interest of the said petitioners in "THE B. L. THOMAS FARM", said mortgage not to bear interest, to mature at the same time and be for distribution as that part of the land of the said farm which was sold in these proceedings, and from the sale of which this Trust Estate arose, under and by virtue of the provisions of the Last Will and Testament of Mary Elizabeth Ringgold, deceased.

Filed Sept. 27, 1946.

WM. R. HORNEY

Judge

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Third day of November, in the year nineteen hundred and forty five the following BILL OF COMPLAINT was filed for record, to wit:

MINNIE G. JOHNSON,	:	IN THE CIRCUIT COURT
Widow-Individually	:	
MINNIE G. JOHNSON,	:	FOR
Assignee-Mortgagee	:	
Plaintiffs	:	QUEEN ANNE'S COUNTY
VS	:	
	:	IN EQUITY NO. 3463 CHY.
John O. Johnson, Widower,	:	
VICTOR S. JOHNSON, JR., single man,	:	
ROBERT JOHNSON, single man,	:	
MILDRED JOHNSON WOLCOTT, and	:	
B. AYERS WOLCOTT, her husband,	:	
Defendants	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says:

First: That Henry O. Johnson, last of Queen Anne's County, deceased, was in his lifetime and at the time of his death, seized and possessed in fee simple, of the following described Real Estate, located in Queen Anne's County, Maryland to wit:

PARCEL NO. 1- ALL that tract of land or farm, called or known as "Stanton Sudler", "The Old Point Farm", or "The John M. Cockey Farm", situate, lying and being on Cox Creek and Warehouse Creek, in Betts Neck, on Kent Island, in the Fourth Election District of Queen Annes County, State of Maryland, adjoining the lands of (or formerly of) Edward M. Legg, the lands of (or formerly of) Katherine E. Stevens and the lands of (or formerly of) John B. Brown, and containing 285 acres of land, more or less; being the same land which was granted and conveyed unto said body corporate, The Johnson Farms Corporation, by Margaret B. Cockey, et al., by deed bearing date the 11th day of February, 1928, and recorded in Liber B.H.T. No. 7, folios 521, etc., a land record book for Queen Anne's County aforesaid; see also the deed (establishing a division line) by and between Barnes Legg et al., and said body corporate, The Johnson Farms Corporation, bearing date the 28th day of November, 1930, and recorded in Liber B.H.T. No. 12, folios 132, etc., a land record book for Queen Anne's County aforesaid. It being the same land conveyed to Henry O. Johnson by deed from the Johnson Farms Corporation, a body corporate, dated December 30th, 1939 and recorded in Liber A.S.G. Jr., No. 2 Folio 229, one of the land record books for Queen Anne's County. Certified copy of said Deed filed herewith marked Plaintiff's Exhibit "A".

PARCEL NO. 2- ALL that strip, piece or parcel of land situate and being in the Kent Island District of Queen Anne's County, State of Maryland, adjoining the lands of Henry O. Johnson and Barnes Legg, which was recently surveyed by John C. Fisher, plat of same about to be recorded among the Land Record Books for Queen Anne's County, State of Maryland, and described as follows: BEGINNING for the outlines thereof at a fence post on the east side of county road, being a corner for Barnes Legg land, thence with the same south 25 degrees 15 minutes east 430.2 feet, thence south 60 degrees 15 minutes east 110.5 feet, thence north 83 degrees 30 minutes east 213 feet to a stone being a corner for H. O. Johnson land, thence with same south 49 degrees 45 minutes east 82 feet to a stake, thence making a sixty foot wide strip of land south 83 degrees 30 minutes west 265 feet to a stake, thence north 80 degrees 15 minutes west 156 feet to a stake, thence north 25 degrees 15 minutes west 319.2 feet to a stake, thence north 85 degrees west 85 feet to a locuts tree on east side of the aforesaid road, thence with same north 30 degrees 30 minutes east 158 feet to the place of beginning, containing ONE AND TWELVE ONE HUNDREDTH (1.12) ACRES of land more or less. It being part of the land mentioned and described in a deed from William E. Stevens, et al, to Clarence E. Sellers and wife bearing date the 27th day of January, 1942 and duly recorded in Liber A.S.G. Jr., No. 5, folio 478, a Land record book for Queen Anne's County, State of Maryland. It also being the same land conveyed to Henry O. Johnson by deed from Clarence E. Sellers and wife dated June 17th, 1944 and recorded in Liber A.S.G. Jr., No. 9 folio 485, a Land Record Book for Queen Anne's County, State of Maryland. Certified copy of Deed filed herewith marked Plaintiff's Exhibit "B".

PARCEL NO. 3- ALL that strip, piece or parcel of land situate and being in the Kent Island District of Queen Anne's County, State of Maryland, described as follows: BEGINNING at a point near a gate on line of H. O. Johnson land, being the original line laid down by J. R. E. Turpin, Civil Engineer of Centreville, Maryland the third day of April 1930, thence south 84 degrees 30 minutes west 908 feet to a concrete marker, thence north 73 degrees 30 minutes west 57 feet to a concrete marker, thence south 83 degrees 30 minutes west 507 feet to a stone, thence with a new line agreed upon by Barnes Legg and H. O. Johnson this second day of February 1944 as follows, north 80 degrees east 389 feet to a concrete marker, thence north 89 degrees east 171 feet to a concrete marker, thence north 84 degrees 30 minutes east 950 feet to a concrete marker on line of H. O. Johnson land, thence with same south 46 degrees west 47 feet to the place of beginning, containing ONE (1) ACRE of land, more or less. The above described parcel of land being a strip of the Barnes Legg farm conveyed for the purpose of widening the outlet heretofore used by the grantee herein, and the description to same is in accordance with a plat and survey made by John C. Fisher, Surveyor on February 2, 1944, said plat being recorded herewith among the land records for Queen Anne's County or intended so to be. It being the same land granted and conveyed unto Henry O. Johnson by deed from Barnes Legg and wife, dated June 17, 1944 and recorded in Liber A.S.G. Jr. No. 9, folio 489 a Land Record Book for Queen Anne's County, Maryland, Certified copy of said Deed filed herewith marked Plaintiff's Exhibit "C".

Second: That being so seized and possessed of the aforesaid Real Estate, the said Henry O. Johnson departed this life, intestate, on the 24th day of

July, 1944, leaving to survive him as sole heirs-at-law and next of kin, Minnie G. Johnson, widow; John O. Johnson, a half-brother; Victor S. Johnson, Jr., a nephew; Robert Johnson, a nephew; and Mildred Johnson Wolcott, a niece, who has intermarried with B. Ayers Wolcott, the aforesaid nephews and niece being children of Victor S. Johnson, Sr., a deceased brother; all of the aforesaid heir-at-law are adults and all of whom are non residents of the State of Maryland, and do not reside therein, except Minnie G. Johnson, the widow, who resides in Queen Anne's County, Maryland.

THIRD: That Minnie G. Johnson, individually, of Stevensville, Queen Anne's County, Maryland, is the Assignee of a mortgage on the above described real estate in the principal amount of \$7000.00, bearing date the 25th day of March 1943, and duly assigned to her on the 2nd day of July, 1945, there being now due and owing on same said principal sum of \$7000.00, with interest from the 2nd day of July, 1945, said mortgage and assignment being duly recorded in Liber A. S. G. Jr., No. 7, folio 339, and Deed of Assignment duly recorded in Liber A.S.G. Jr., No. 11, Folio 398, Land Record Books for Queen Anne's County, Maryland. Certified Copy of said Mortgage and Assignment being filed herewith marked Plaintiff's Exhibit "D", and Certified copy of said Deed of Assignment filed herewith marked Plaintiff's Exhibit "E".

Fourth: That Letters of Administration have been taken out in the Orphans' Court for Queen Anne's County, Maryland on the personal estate of the said Henry O. Johnson, deceased, by Minnie G. Johnson, Administratrix, who, after filing her bond, duly administered said estate and same is entirely solvent, and estate has been closed and final account stated showing payment of all debts and claims against the estate. Certified copy of Administratrix's qualifications filed herewith marked Plaintiff's Exhibit "F". Certificate of Register of Wills for Queen Anne's County showing First and Final Account of Administration and Distribution filed and passed by the Orphans' Court and all costs and taxes paid and Estate closed, filed herewith marked Plaintiff's Exhibit "G".

Fifth: That said Real Estate is not susceptible of division without material loss or injury to the parties entitled to an interest therein, and that in order to make a division of said real estate it is necessary that said real estate be sold and the proceeds therefrom be divided among the parties according to their respective interests.

TO THE END, THEREFOR:

First: That a decree may be passed for the sale of the said real estate.

Second: That the proceeds from said sale may be distributed to your Oratrix and the Defendants according to their respective rights and interest.

Third: That your Oratrix may have such other and further relief as her case may require.

May it please your Honors to grant unto your Oratrix, the Order of Publication directed to the said John O. Johnson, who resides at Minden, Nebraska, Victor S. Johnson, Jr., who resides at Cincinnati, Ohio; Robert Johnson, who resides at New York City, New York; and Mildred Johnson Wolcott and B. Ayers Wolcott, her husband, who resides at Portsmouth, New Hampshire; all of whom are adults, commanding them to be and appear in this Court on some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND as in duty bound, etc.,

WILLIAM J. RICKARDS
Solicitor for Plaintiffs.

The above Order of Publication not to be published until further order.

Filed Nov. 23rd, 1945.

WILLIAM J. RICKARDS
Solicitor for Plaintiffs.

CERTIFIED COPY DEED
PLAINTIFF'S EXHIBIT "A"
Filed November 23, 1945.

#19,766 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Third day of January, in the year nineteen hundred and forty, the following Deed was brought to be recorded, to wit:-

Two- Ten Dollar, One-Five Dollar, One
Three Dollar and One- Fifty Cent Int.
Rev. Stamps. Endorsed J.F. Corp.
12/30/39.

THIS DEED, made this 30th day of December, 1939, by and between THE JOHNSON FARMS CORPORATION, a body corporate, duly incorporated under the laws of the State of Maryland, party of the first part, and HENRY O. JOHNSON, of Queen Anne's County, State of Maryland, party of the second part;

WHEREAS, the board of directors of said body corporate, The Johnson Farms Corporation, did, at a special meeting, the notice of which was duly waived in accordance with law, and at which a quorum was present, held at the law offices of William R. Horney in the town of Centreville, Queen Anne's County, Maryland; on the 8th day of December, 1939, among other things, unanimously resolve, as follows:

"That this corporation sell unto Henry O. Johnson, at and for a sum equal to the principal of the mortgage now resting on the farm, to wit: the sum of Eleven Thousand Dollars (\$11,000.00), plus the sum due by this corporation to said Henry O. Johnson as of the 31st day of December, 1939, all of the assets of this corporation, consisting of a tract of land or farm known as "Stanton Sudler", "The Old Point Farm" or "The John M. Cockey Farm", containing 285 acres of land, more or less, and all livestock and poultry and farming implements, machinery and equipment, now located on said farm, as well as all crops now located or growing thereon, whether severed or not; and further that the president and secretary of this corporation be and they are hereby authorized

to execute such proper conveyances of said assets as may be necessary, upon the payment of said purchase money, a part of which shall be paid by the assumption by said Henry O. Johnson of said mortgage of Eleven Thousand Dollars (\$11,000.00) now binding said tract of land or farm, and the balance of which shall be paid by the cancellation of Henry O. Johnson of all of the debts of this corporation to him for money borrowed of him";

AND WHEREAS, all of the stockholders of said body corporate, The Johnson Farms Corporation, did thereafter, in writing, ratify and confirm the sale of all of said assets of said corporation to said Henry O. Johnson, at and for the purchase price and upon the terms set forth in said resolution, and did further consent to the dissolution of said corporation as of the 31st day of December, 1939, in accordance with the resolution of the board of directors of said corporation also unanimously adopted at said special meeting advising that a dissolution was advisable, all of which acts of said board of directors and of said stockholders were made a part of the records of said corporation;

AND WHEREAS, said body corporate, The Johnson Farms Corporation, did, on the date of this deed, (being the last business day next preceding the said 31st day of December, 1939), owe said Henry O. Johnson the sum of Thirty Two Thousand Five Hundred Fifty One Dollars and Twenty Two Cents (\$32,551.22) for money borrowed by it of him, thus making the aggregate purchase price for all of said assets of said corporation the sum of Forty Three Thousand Five Hundred Fifty One Dollars and Twenty Two Cents (\$43,551.22), of which the sum of Thirty Nine Thousand Three Hundred Eighty Five Dollars and Forty Seven Cents (\$39,385.47) has been determined to be the purchase price for said tract of land or farm, and the sum of Forty One Hundred Sixty Five Dollars and Seventy Five Cents (\$4,165.75) the purchase price for said livestock and poultry, farming implements, machinery and equipment and crops;

AND WHEREAS, said Henry O. Johnson does, as is evidenced by the acceptance by him of the delivery of this deed, assume to pay the principal of the mortgage for the sum of Eleven Thousand Dollars (\$11,000.00) now resting on said tract of land or farm, and the interest accrued and to accrue thereon from and after the 24th day of July, 1939, the date to which it was last paid by said corporation;

AND WHEREAS, said Henry O. Johnson has cancelled all of the indebtedness due by said corporation to him for money borrowed by it of him aggregating the sum of Thirty Two Thousand Five Hundred Fifty One Dollars and Twenty Two Cents (\$32,551.22), and is entitled to a deed of conveyance of said tract of land or farm;

NOW, THEREFORE, THIS DEED 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 body corporate, THE JOHNSON FARMS CORPORATION, does hereby grant and convey unto said HENRY O. JOHNSON, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that tract of land or farm, called or known as "Stanton Sudler", "The Old Point Farm", or "The John M. Cockey Farm", situate, lying and being on Cox Creek and Warehouse Creek, in Batts Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, adjoining the lands of (or Formerly of) Edward M. Legg, the lands of (or formerly of) Katherine E. Stevens and the lands of (or formerly of) John B. Brown, and containing 285 acres of land, more or less; being the same land which was granted and conveyed unto said body corporate, The Johnson Farms Corporation, by Margaret B. Cockey, et al., by deed bearing date the 11th day of February, 1928, and recorded in Liber B.H.T. No. 7, folios 521, etc., a land record book for Queen Anne's County aforesaid; see also the deed (establishing a division line) by and between Barnes Legg et al., and said body corporate, The Johnson Farms Corporation, bearing date the 28th day of November, 1930, and recorded in Liber B.H.T. No. 12, folios 132, etc., a land record book for Queen Anne's County aforesaid.

SUBJECT, nevertheless, to the lien and operation of a certain mortgage for the sum of Eleven Thousand Dollars (\$11,000.00), with interest from the 24th day of July, 1939, from said body corporate, The Johnson Farms Corporation, to Howard E. Price, Trustee for Annie E. Bryan, bearing date the 24th day of January, 1939, and recorded in Liber W.H.C. No. 7-A, folios 568, etc., a land record book for Queen Anne's County aforesaid, the payment of which and the interest accrued and to accrue thereon from and after the said 24th day of July, 1939, is assumed by said Henry O. Johnson as is evidenced by the acceptance by him of the delivery of this deed.

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 anywise appertaining.

TO HAVE AND TO HOLD the said tract of land or farm, and premises unto and to the use of said Henry O. Johnson, his heirs and assigns, in fee simple, forever, subject, nevertheless, to the lien and operation of the aforesaid mortgage.

AND said body corporate, The Johnson Farms Corporation, except as to the aforesaid mortgage, does hereby covenant that it has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that it will warrant specially the property hereby granted and conveyed; and that it will execute such further assurances of said land as may be requisite.

AND THIS DEED FURTHER WITNESSETH, that said body corporate, The Johnson Farms Corporation, has constituted and appointed and does hereby constitute and appoint Henry O. Johnson, of Queen Anne's County aforesaid, its true and lawful attorney for it and in its named and as its act and deed to acknowledge this deed before any person having authority in law to take acknowledgments of deeds in order that the same may be recorded,

WITNESS the hand of said body corporate, The Johnson Farms Corporation, by Henry O. Johnson, its President, attested by and its seal affixed by Helen Davidson, its Secretary, the day and year first above written:

ATTEST:

HELEN DAVIDSON
(Helen Davidson)
Its Secretary.

THE JOHNSON FARMS CORPORATION,

by HENRY O. JOHNSON
(Henry O. Johnson),
Its President.

Corporate Seal.

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

I HEREBY CERTIFY that on this 30th day of December, 1939, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Henry O. Johnson, the person named in the power of attorney contained in the foregoing Deed, and in pursuance of the authority thereby conferred upon him, acknowledged said foregoing DEED to be the act and deed of said body corporate, The Johnson Farms Corporation.

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
 (Hilda T. Seward)
 Notary Public.

Seven-Five Dollar, Two- Two Dollar
 and Two- Twenty Cent Recordation Tax
 Stamps. Endorsed H.O.J. 1/3/40.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby Certify that the foregoing is truly taken and copied from Liber A.S.G. Jr. No. 2, folio 229 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 on this 29th day of August in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
 Clerk of Circuit Court.

CERTIFIED COPY DEED
 PLAINTIFFS EXHIBIT "B"
 Filed November 23, 1945.

22, 540 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifth day of July, in the year nineteen hundred and forty four, the following Deed was brought to be recorded, to wit:

One- Ten Cent Recordation Tax Stamp.
 Endorsed J.P.S. 7-5-44

THIS DEED, Made this 17th day of June, nineteen hundred and forty-four, by Clarence E. Sellers and Rosie Alice H. Seller, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH, that for and in consideration of the sum of One Hundred Dollars (\$100.00), the receipt of which is hereby acknowledged, the said Clarence E. Sellers and Rosie Alice H. Sellers, his wife, do hereby grant and convey unto Henry O. Johnson, his heirs and assigns, in fee simple:

ALL that strip, piece or parcel of land situate and being in the Kent Island District of Queen Anne's County, State of Maryland, adjoining the lands of Henry O. Johnson and Barnes Legg, which was recently surveyed by John C. Fisher, plat of same about to be recorded among the land record books for Queen Anne's County, State of Maryland, and described as follows: BEGINNING for the outlines thereof at a fence post on the east side of county road, being a corner for Barnes Legg land, thence with same south 25 degrees 15 minutes east 430.2 feet, thence south 60 degrees 15 minutes east 110.5 feet, thence north 83 degrees 30 minutes east 213 feet to a stone being a corner for H. O. Johnson land, thence with same south 49 degrees 45 minutes east 82 feet to a stake, thence making a sixty foot wide strip of land south 83 degrees 30 minutes west 265 feet to a stake, thence north 60 degrees 15 minutes west 156 feet to a stake, thence north 25 degrees 15 minutes west 319.2 feet to a stake, thence north 85 degrees west 85 feet to a locust tree on east side of the aforesaid road, thence with same north 30 degrees 30 minutes east 158 feet to the place of beginning containing ONE AND TWELVE ONE HUNDRETH (1.12) ACRES of land more or less. It being part of the land mentioned and described in a deed from William E. Stevens, et al, to Clarence E. Sellers and wife bearing date the 27th day of January, 1942 and duly recorded in Liber A.S.G., Jr., No. 5, folio 476, a land record book for Queen Anne's County, State of Maryland.

TOGETHER With the buildings and improvements thereon erected, made or being, and all and every the rights, ways, waters, alleys, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE and TO HOLD the above described land and premises which is 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 Henry O. Johnson, his heirs and assigns, in fee simple.

AND the said Clarence E. Sellers and Rosie Alice H. Sellers, his wife, hereby covenant that they will warrant specially the property hereby granted and intended to be conveyed and that they will execute such other and further assurances of the said land as may be requisite.

WITNESS the hands and seals of the said grantors.

CLARENCE E. SELLERS (SEAL)
 Clarence E. Sellers

Test: MARY E. GNIECKO
Mary E. Gniecko

ROSIE ALICE H. SELLERS (SEAL)
Rosie Alice H. Sellers

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of June, 1944, before me, the subscribed, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Clarence E. Sellers and Rosie Alice H. Sellers, his wife, and acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

MARY E. GNIECKO
Mary E. Gniecko
Notary Public

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber A.S.G. Jr. No. 9, folio 485 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 on this 29th day of August in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk of Circuit Court.

CERTIFIED COPY DEED
PLAINTIFF'S EXHIBIT "C"
Filed November 23, 1945.

#22,544. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifth day of July, in the year nineteen hundred and forty four, the following Deed was brought to be recorded, to wit:-

THIS DEED, Made this 17th day of June, nineteen hundred and forty four, by Barnes Legg and Sue Tolson Legg, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH, That for and in consideration of the sum of Five Dollars (\$5.00) to us in hand paid, receipt of which is hereby acknowledged, and the relinquishing of a certain right of way by the grantee herein to the grantors, the said Barnes Legg and Sue Tolson Legg, his wife, do hereby grant and convey unto Henry O. Johnson, his heirs and assigns, in fee simple:

ALL that strip, piece or parcel of land situate and being in the Kent Island District of Queen Anne County, State of Maryland, described as follows: BEGINNING at a point near a gage on line of H. O. Johnson land, being the original line laid down by J.R.E. Turpin, Civil Engineer of Centreville, Maryland the third day of April, 1930, thence south 84 degrees 30 minutes west 908 feet to a concrete marker, thence north 73 degrees 30 minutes west 57 feet to a concrete marker, thence south 83 degrees 30 minutes west 507 feet to a stone, thence with a new line agreed upon by Barnes Legg and H. O. Johnson this second day of February, 1944 as follows, north 80 degrees east 389 feet to a concrete marker, thence north 89 degrees east 171 feet to a concrete marker, thence north 84 degrees 30 minutes east 950 feet to a concrete marker on line of H. O. Johnson land, thence with same south 46 degrees west 47 feet to the place of beginning, containing ONE(1) ACRE of land, more or less. The above described parcel of land being a strip of the Barnes Legg farm conveyed for the purpose of widening the outlet heretofore used by the grantee herein, and the description to same is in accordance with a plat and survey made by John C. Fisher, Surveyor on February 2, 1944, said plat being recorded herewith among the land records for Queen Anne's County or intended so to be.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, ways, waters, alleys, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described land and premises which is 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 Henry O. Johnson, his heirs and assigns, in fee simple.

AND the said Barnes Legg and Sue Tolson Legg, his wife, hereby covenant that they will warrant specially the property hereby granted and intended to be conveyed, and that they will execute such other and further assurances of the said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

Test:

BARNES LEGG (SEAL)
Barnes Legg

SARA E. CONLON
Sara E. Conlon

SUE TOLSON LEGG (SEAL)
Sue Tolson Legg

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

I HEREBY CERTIFY, That on this 17th day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Barnes Legg and Sue Tolson Legg, his wife, and acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

SARA E. CONLON
Sara E. Conlon
Notary Public

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber A.S.G. Jr. No. 9, folio 489 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 on this 30th day of August in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk of Circuit Court.

CERTIFIED COPY "MORTGAGE"
PLAINTIFF'S EXHIBIT "D"
Filed November 23, 1945.

21,727. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Sixth day of March, in the year nineteen hundred and forty three, the following Mortgage was brought to be recorded, to wit:-

Three-Two Dollar and One-One
Dollar Recordation Tax Stamps.
Endorsed W M G 3/26/43

THIS MORTGAGE, made this 25th day of March, 1943, by Henry O. Johnson and Minnie G. Johnson, his wife, of Queen Anne's County, State of Maryland.

WHEREAS, said Henry O. Johnson and Minnie G. Johnson, his wife, are Jointly and Severally, justly indebted unto Stephen R. Collins, of Kent County, State of Maryland, in the full sum of Four Thousand Dollars (\$4,000.00), and unto Elizabeth H. Collins, of Kent County, State of Maryland, in the full sum of Three Thousand Dollars (\$3,000.00), for money this day loaned to them, for which they have passed unto Stephen R. Collins and Elizabeth H. Collins their two separate Promissory notes, one for the sum of Four Thousand Dollars (\$4,000.00), signed by themselves, bearing even date herewith and payable three (3) years after date to said Stephen R. Collins, at the First National Bank in Chestertown, Maryland, with interest thereon in the meantime at the rate of four per centum (4%) per annum payable semi-annually from the date of said note, and the other for the sum of Three Thousand Dollars (\$3,000.00), signed by themselves, bearing even date herewith and payable three (3) years after date to said Elizabeth H. Collins, at said First National Bank in Chestertown, Maryland, with interest thereon in the meantime at the rate of four per centum (4%) per annum payable semi-annually from the date of said note;

AND WHEREAS, at the time of making of said loan, it was agreed as a condition precedent thereto, that this mortgage should be executed to secure and assure the prompt payment of the aforesaid indebtedness and all interest to accrue thereon as evidenced by said promissory notes;

NOW, THEREFORE, THIS MORTGAGE 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, said Henry O. Johnson and Minnie G. Johnson, his wife, do hereby grant and convey unto said Stephen R. Collins, his heirs and assigns, in fee simple, an undivided four-sevenths interest and estate, and unto said Elizabeth H. Collins, her heirs and assigns, in fee simple, and undivided three-sevenths interest and estate, in and to the following described real estate, to wit:

ALL that tract of land or farm, called or known as "Stanton Sudler", "The Old Point Farm", or "The John M. Cockey Farm", situate, lying and being in Cox Creek and Warehouse Creek, in Batts Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, adjoining the lands of (or formerly of) Edward M. Legg, the lands of (or formerly of) Katherine E. Stevens and the lands of (or formerly of) John B. Brown, and containing Two Hundred and Eighty Five (285) acres of land, more or less; being the same land which was granted and conveyed to Henry O. Johnson by The Johnson Farms Corporation by deed bearing date the 30th day of December, 1939, and recorded in Liber A.S.G. Jr. #2, folio 229, etc., a Land Record Book for Queen Anne's County aforesaid; see also the deed (establishing a division line) by and between Barnes Legg, et al., and said body corporate, The Johnson Farms Corporation, bearing date the 28th day of November, 1930, and recorded in Liber B.H.T. #12, folios 132, 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 anywise appertaining.

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 Henry O. Johnson and Minnie G. Johnson, his wife, or either of them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said Stephen R. Collins or his heirs or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00), and to the said Elizabeth H. Collins, her heirs or assigns, the aforesaid sum of three Thousand Dollars (\$3,000.00), respectively, as evidenced by the aforesaid promissory notes when and as the same shall become due and payable as above set forth, 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 perform-

ed, then this mortgage shall be void; and until default be made in the premises the said Henry O. Johnson and Minnie G. Johnson, his wife, or either of them, their or either of their heirs and assigns, shall possess said property.

AND the said Henry O. Johnson and Minnie G. Johnson, his wife, for themselves, and each of them, 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 Stephen R. Collins and Elizabeth H. Collins, or by their heirs 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 payment of this mortgage, and to deliver, upon demand, to the mortgagees or to their heirs, 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 Stephen R. Collins and Elizabeth H. Collins, their heirs, or assigns, or William McK. Gibson, of Queen Anne's County, State of Maryland, 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 or parties selling may deem expedient, for cash or for cash and credit, at the option of the person or persons 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 or purchasers, with security to be approved by the person or persons making the sale, and to apply the proceeds thereof 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 moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to said Henry O. Johnson and Minnie G. Johnson, his wife, or the survivor of them, 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 foreclosure of this mortgage under the power of sale above granted the said Stephen R. Collins and Elizabeth H. Collins, their heirs or assigns, or the said William McK. Gibson, 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 Henry O. Johnson and Minnie G. Johnson, his wife, for themselves, and each of the, their and each of their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS the hands and seals of said Mortgagors:

TEST: (AS TO MORTGAGORS)
HILDA T. SEWARD

HENRY O. JOHNSON (SEAL)
(Henry O. Johnson)
MINNIE G. JOHNSON (SEAL)
(Minnie G. Johnson)

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

I HEREBY CERTIFY THAT on this 25th day of March, 1943, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Henry O. Johnson and Minnie G. Johnson, his wife, and each acknowledged the foregoing MORTGAGE to be their respective act;

IN TESTIMONY WHEREOF I herewith subscribe my hand and affix my notarial seal, the day and year last written above.

Notary Public Seal.
HILDA T. SEWARD
Notary Public

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

I HEREBY CERTIFY that on this 25th day of March, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared William McK. Gibson, Agent for Stephen R. Collins and Elizabeth H. Collins, Mortgagees, and made oath, in due form of law, that the consideration stated in the within and foregoing MORTGAGE is true and bona fide as therein set forth, and further made oath as aforesaid that he is the duly authorized agent of said Mortgagees to make this affidavit.

IN TESTIMONY WHEREOF I herewith subscribe my name and affix my notarial seal, the day and year last written above.

HILDA T. SEWARD
Notary Public

Notary
Public
Seal.

Mortgage

Henry O. Johnson and Minnie
G. Johnson, his wife.

From folio 341

to

Stephen R. Collins and
Elizabeth H. Collins

Cons.

Be it remembered that on the 22nd day of March 1944 the following assignment was brought to be recorded, to wit:

Under order of the Orphans' Court of Kent County, Maryland, we hereby assign the interest of Elizabeth H. Collins, in the within note and mortgage in the amount of \$3,000 to Richard H. Collins, Jr.

Witness our hands and seals this 21st day of March 1944.

Witness: FREDRICA MC DORMAN,

RICHARD H. COLLINS JR. SEAL

WILLIAM S. COLLINS SEAL
Administrators CTA of the Estate of
Elizabeth H. Collins, deceased.

Queen Anne's County: Be it remembered that on the third day of July, in the year nineteen hundred and forty five, the following Assignment was brought to be recorded, to wit:-

For value received, \$4160.00, I hereby assign, without recourse, all my interest in the within and foregoing mortgage to Minnie G. Johnson.

Witness my hand and seal this 2nd day of July, 1945.

WITNESS:

GLADYS E. ROE

STEPHEN R. COLLINS (SEAL)

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber A.S.G. Jr. No. 7, folio 339 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 on this 30th day of August in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk of Circuit Court.

CERTIFIED COPY
"DEED OF ASSIGNMENT"
PLAINTIFF'S EXHIBIT "E"
Filed November 23rd, 1945.

23,257 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Third day of July, in the year nineteen hundred and forty five, the following Deed of Assignment of Mortgage was brought to be recorded, to wit:

THIS DEED OF ASSIGNMENT, Made this 2nd day of July 1945, by Margaret S. Collins of Kent County, State of Maryland, Attorney in Fact of Richard H. Collins, Jr.,

WHEREAS, Howard O. Johnson and Minnie G. Johnson, his wife, of Queen Anne's County, Maryland, did on the 25th day of March, 1943, execute and deliver unto Stephen R. Collins and Elizabeth H. Collins a mortgage in the amount of Seven Thousand Dollars (\$7,000.00), on certain property therein described, which said mortgage is recorded in Liber A.S.G.#7, folio 339 one of the Mortgage Record Books for Queen Anne's County, Maryland, and

WHEREAS, the aforesaid mortgage was by virtue of an order of the Orphans' Court for Queen Anne's County, duly transferred and assigned unto Richard H. Collins, Jr. in the amount of THREE THOUSAND DOLLARS (\$3,000.00), and

WHEREAS, the said Margaret S. Collins Attorney in Fact of Richard H. Collins, Jr., does hereby transfer and assign all the right, title and interest of the said Richard H. Collins, Jr. in said mortgaged property unto Minnie G. Johnson.

NOW THEREFORE, THIS DEED OF ASSIGNMENT WITNESSETH: That for and in consideration of the sum of Three Thousand One Hundred and Twenty Dollars (\$3120.00) principal of said mortgage and interest to March 25, 1946, the receipt of which is hereby acknowledged, the said Margaret S. Collins Attorney in Fact, as aforesaid, does hereby grant, transfer and assign unto Minnie G. Johnson, her heirs and assigns, all the right, title and interest of said Richard H. Collins, Jr. in and to said mortgaged property and the said mortgage unto the said Minnie G. Johnson,

AS WITNESS my hand and seal this 2nd day of July, Nineteen Hundred and Forty-five.

Witness:

GLADYS E. ROE

MARGARET S. COLLINS
Margaret S. Collins
Attorney-in-Fact of Richard
H. Collins, Jr.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, That before me, the subscriber this 2nd day of July, 1945, a Notary Public of the State of Maryland in and for Kent County, aforesaid, personally appeared Margaret S. Collins, Attorney-in-Fact of Richard H. Collins, Jr., and acknowledged the foregoing Deed of Assignment to be her act and deed.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

MARY A. PENNINGTON
Notary Public

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I HEREBY CERTIFY that Richard H. Collins, Jr. of Kent County, State of Maryland, now of the United States Army, did in writing under date the 16th day of May, 1944, appoint me his true and lawful attorney; and that annexed hereto, and hereby made a part hereof, is a true copy of said power of attorney.

That I have this day executed a deed of assignment as attorney-in-fact of the said Richard H. Collins, Jr. under and by virtur of said Power of Attorney.

That I hereby represent that the said Richard H. Collins, Jr. is now alive; that he is now of sound mind; that he has not, at any time, revoked or repudicated the said power of attorney; and that the said power of attorney still is in full force and effect.

That I make this affidavit for the purpose of inducing Minnie G. Johnson to accept delivery of the foregoing Deed of Assignment, as executed by me in my capacity of attorney in fact of the said Richard H. Collins, Jr. with the full knowledge that the said Minnie G. Johnson, in accepting the execution and delivery of the aforesaid Deed of Assignment and in paying a good and valuable consideration therefor, will repy upon this affidavit.

Sworn to before me, this 2nd day of July, 1945.

Notary
Public
Seal.

MARY A. PENNINGTON
Notary Public

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby Certify that the foregoing is truly taken and copied from Liber A.S.G. Jr. No. 11 folio 398 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 on this 31st day of August in the year nineteen hundred and forty five.

Court Seal's Place.

A. SYDNEY GADD, JR.
Clerk

TO WHOM IT MAY CONCERN:

I, EDWARD E. COURSEY, Register of Wills for Queen Anne's County, and Ex-officio Clerk of the Orphans' Court of said County, and as such, the keeper of the records of said office, DO HEREBY CERTIFY that the First and Final Administration Account and Distribution Account made by Minnie G. Johnson, administratrix of the estate of Henry O. Johnson, late of Queen Anne's County, deceased, was filed and passed by the Court on the 28th day of August, 1945. ALL costs and TAXES due the State of Maryland PAID.
ESTATE CLOSED.

Register of Wills
Seal's Place.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of my said office this 28th day of August, in the year one thousand nine hundred and forty-five.

EDWARD E. COURSEY
Register of Wills for Queen Anne's County,
State of Maryland.

CERTIFICATE OF LETTERS
PLAINTIFFS EXHIBIT "F"
Filed Nov. 23rd, 1945.

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

I, Edward E. Coursey, 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 29th day of August A.D., nineteen hundred and forty-four, Letters of Administration of all and singular the goods, chattels, credits and personal estate of Henry O. Johnson late of Queen Anne's County, deceased, were granted and committed unto Minnie G. Johnson, 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, Edward E. Coursey, 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 21st day of November, nineteen hundred and forty-five.

Seal's Place.

EDWARD E. COURSEY
Register of Wills for Queen Anne's County.

ORDER OF PUBLICATION
Issued November 23, 1945.

WILLIAM J. RICKARDS, SOLICITOR

ORDER OF PUBLICATION

MINNIE G. JOHNSON,	:	
Widow - Individually	:	IN THE CIRCUIT COURT
MINNIE G. JOHNSON,	:	
Assignee - Mortgagee	:	FOR
Plaintiffs	:	
VS.	:	QUEEN ANNE'S COUNTY
	:	
JOHN O. JOHNSON, Widower,	:	IN EQUITY NO. CHY.
VICTOR S. JOHNSON, single man,	:	
ROBERT JOHNSON, single man,	:	
MILDRED JOHNSON WOLCOTT, and	:	
B. AYERS WOLCOTT, her husband,	:	
Defendants	:	

The object of this suit is to secure a decree for the sale of the Real Estate of Henry O. Johnson, deceased.

The Bill states:

First: That Henry O. Johnson, late of Queen Anne's County, Maryland, deceased, was in his lifetime and at the time of his death, seized and possessed, in fee simple, of the following described property located in Queen Anne's County, Maryland, to wit:

PARCEL NO. 1 - ALL that tract of land or farm, called or known as "Stanton Sudler", "The Old Point Farm", or "The John M. Cockey Farm", situate, lying and being on Cox Creek and Warehouse Creek, in Batts Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, adjoining the lands of (or formerly of) Edward M. Legg, the lands of (or formerly of) Katherine E. Stevens and the lands of (or formerly of) John B. Brown, and containing 285 acres of land, more or less; being the same land which was granted and conveyed unto said body corporate, The Johnson Farms Corporation, by Margaret B. Cockey, et al., by deed bearing date the 11th. day of February, 1928, and recorded in Liber B.H.T. No. 7, folios 532, etc., a land record book for Queen Anne's County aforesaid; see also the deed (establishing a division line) by and between Barnes Legg et al., and said body corporate, The Johnson Farms Corporation, bearing date the 28th. day of November, 1930, and recorded in Liber B.H.T. No. 12, folios 132, etc., a land record book for Queen Anne's County aforesaid. It being the same land conveyed to Henry O. Johnson by deed from The Johnson Farms Corporation, a body corporate, dated December 30th, 1939 and recorded in Liber A.S.G. Jr., No. 2 folio 229, one of the land record books for Queen Anne's County.

PARCEL NO. 2 - ALL that strip, piece or parcel of land situate and being in the Kent Island District of Queen Anne's County, State of Maryland, adjoining the lands of Henry O. Johnson and Barnes Legg, which was recently surveyed by John C. Fisher, plat of same about to be recorded among the Land Record Books for Queen Anne's County, State of Maryland, and described as follows: BEGINNING for the outlines thereof at a fence post on the east side of county road, being a corner for Barnes Legg land, thence with the same south 25 degrees 15 minutes east 430.2 feet, thence south 60 degrees 15 minutes east 110.5 feet, thence north 83 degrees 30 minutes east 213 feet to a stone a corner for H. O. Johnson land, thence with same south 49 degrees 45 minutes east 82 feet to a stake, thence making a sixty foot wide strip of land south 83 degrees 30 minutes west 265 feet to a stake, thence north 60 degrees 15 minutes west 156 feet to a stake, thence north 25 degrees 15 minutes west 319.2 feet to a stake, thence north 85 feet to a locust tree on east side of the aforesaid road, thence with same north 30 degrees 30 minutes east 158 feet to the place of beginning, containing ONE AND TWELVE ONE HUNDREDTH (1.12) ACRES of land more or less. It being part of the land mentioned and described in a deed from William E. Stevens, et al, to Clarence E. Sellers and wife bearing date the 27th day of January, 1942 and duly recorded in Liber A.S.G. Jr. No. 5, folio 476, a land record book for Queen Anne's County, State of Maryland. It also being the same land conveyed to Henry O. Johnson by deed from Clarence E. Sellers and wife dated June 17th, 1944 and recorded in Liber A.S.G. Jr. No. 9 folio 485, a Land Record Book for Queen Anne's County, State of Maryland.

PARCEL NO. 3 - ALL that strip, piece or parcel of land situate and being in the Kent Island District of Queen Anne's County, State of Maryland, described as follows: BEGINNING at a point near a gate on line of H. O. Johnson land, being the original line laid down by J.R.E. Turpin, Civil Engineer of Centreville, Maryland the third day of April, 1930, thence south 84 degrees 30 minutes west 908 feet to a concrete marker, thence north 73 degrees 30 minutes west 57 feet to a concrete marker, thence south 83 degrees 30 minutes west 507 feet to a stone, thence with a new line agreed upon by Barnes Legg and H. O. Johnson this second day of February 1944 as follows, north 80 degrees east 389 feet to a concrete marker, thence north 89 degrees east 171 feet to a concrete marker, thence north 84 degrees 30 minutes east 950 feet to a concrete marker on line of H. O. Johnson land, thence with same south 46 degrees west 47 feet to the place of beginning, containing ONE (1) ACRE of land, more or less. The above described parcel of land being a strip of the Barnes Legg farm conveyed for the purpose of widening the outlet heretofore used by the grantee herein, and the description to same is in accordance with a plat and survey made by John C. Fisher, Surveyor on February 2, 1944, said plat being recorded herewith among the land record books for Queen Anne's County or intended so to be. It being the same land granted and conveyed unto Henry O. Johnson by deed from Barnes Legg and wife, dated June 17th, 1944 and recorded in Liber A.S.G. Jr. No. 9, folio 489, a Land Record Book for Queen Anne's County, Maryland.

Second: That being so seized and possessed of the aforesaid Real Estate, the said Henry O. Johnson departed this life intestate on the 24th. day of July, 1944, leaving to survive him as his sole heirs-at-law and next of kin, Minnie G. Johnson,

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Nebraska and Kearney County, personally appeared John O. Johnson, and acknowledged the foregoing Answer to be his act and deed.

WITNESS my hand and Notarial Seal this 30th day of November 1945.

Notary
Public
Seal

E. C. TIDVALL
Notary Public

My Commission Expires July 8th 1946.

Witness:

ALBERT FREYER

STATE OF NEW YORK, CITY OF NEW YORK, TO WIT:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of New York and City of New York, personally appeared Robert Johnson, and acknowledged the foregoing Answer to be his act and deed.

WITNESS my hand and Notarial Seal this 6 day of Dec. 1945.

MAURICE J. MACHER
Notary Public

My Commission Expires March 30, 1947

Witness:

ROBERT F. TUCKER, JR.

MILDRED JOHNSON WOLCOTT
Mildred Johnson Wolcott

B. AYERS WOLCOTT
B. Ayers Wolcott

Notary
Public
Seal

STATE OF NEW HAMPSHIRE, ROCKINGHAM COUNTY, TO WIT:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of New Hampshire, and Rockingham County, personally appeared Mildred Johnson Wolcott and B. Ayers Wolcott, her hsuband, and each acknowledged the foregoing Answer to be their respective act and deed.

WITNESS my hand and Notarial Seal this 10th day of December 1945.

DENIS L. LONG
Notary Public

My Commission Expires May 6th, 1947.

Notary
Public
Seal.

DEPOSITIONS
Filed Jan. 12th, 1946.

MINNIE G. JOHNSON,
Widow-individually
MINNIE G. JOHNSON,
Assignee-Mortgagee
Plaintiffs

VS

John O. Johnson, Widower,
VICTOR S. JOHNSON, JR., single man,
ROBERT JOHNSON, single man,
MILDRED JOHNSON WOLCOTT, and
B. ANYERS WOLCOTT, her husband,
Defendants.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 3463 Chy.

REPORT OF EXAMINER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Harry C. Butler, one of the standing examiners of this Court to your Honors, respectfully shows:

That under an order of this Court granting leave to the Plaintiff to take testimony in order to support her allegation in her Bill of Complaint, your examiner was requested to take the depositions hereinafter set forth by William J. Richards, Solicitor for Plaintiff.

On Friday, January the 4th, 1946, at his office in the Town of Centreville, at 3 o'clock, P.M. did take the testimony of the witnesses as hereinafter will appear. Present at the time of taking the testimony William J. Richards, Solicitor for the Plaintiff, Minnie G. Johnson, Plaintiff, John Charles Paca, and Herbert A. Willis, all witnesses are of lawfull age, who after being sworn, deposed and stated as herein set forth, questions asked them by William J. Rickards, Solicitor for the Plaintiff.

HARRY C. BUTLER
Harry C. Butler, Examiner

MINNIE G. JOHNSON,
Widow-individually
MINNIE G. JOHNSON,

IN THE CIRCUIT COURT

Assignee-Mortgagee
Plaintiffs

FOR

VS

QUEEN ANNE'S COUNTY

John O. Johnson, Widower,
VICTOR S. JOHNSON, JR., single man,
ROBERT JOHNSON, single man,
MILDRED JOHNSON WOLCOTT, and
B. ANYERS WOLCOTT, her husband,
Defendants.

IN EQUITY

No. 3463 CHY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

At the request of William J. Richards, Esq., Solicitor for Plaintiff, I, Harry C. Butler, one of the standing Examiners of the Circuit Court for Queen Anne's County met said Solicitor at my office in the Town of Centreville on the 4th day of January, 1946, and proceeded to take the following depositions.

Minnie G. Johnson, witness of lawful age and plaintiff to these proceedings being duly sworn, deposes and says:

Q. State your name, residence and occupation.

A. Minnie G. Johnson, Stevensville, Queen Anne's County, Maryland; occupation, retired.

Q. Are you acquainted with the parties to these proceedings?

A. I am.

Q. Please state who they are and give their residence.

A. John O. Johnson, Linden, Nebraska; Victor S. Johnson, Jr., Cincinnati, Ohio; Robert Johnson he's in New York City, New York; then there is Mildred Johnson Wolcott and she's at Portsmouth, New Hampshire with whom she intermarried B. Ayers Wolcott.

Q. You're the widow of Henry O. Johnson, Mrs. Johnson you were administrator of your husband Henry O. Johnson, please state whether or not the estate was solvent.

A. Yes, I am the widow and I was also the administratrix of my husband's estate which was solvent.

Q. Has the personal estate of your husband been closed in the Orphans' Court for Queen Anne's County?

A. Yes, it has and I have filed the final account, which was approved by the Court.

Q. Please state whether or not the heirs of Henry O. Johnson and next of kin are of age.

A. They are.

Q. State whether or not they are married or single.

A. They are all single but Mildred Wolcott.

Q. Now Mrs. Johnson you stated in the beginning that you are the complainant in this case and you are also the Assignee of a Mortgage against the real estate described in this bill of complaint given by you and your husband during his lifetime.

A. That is correct.

Q. What is the principal sum due on said mortgage:

A. \$7,000.00

Q. I hand you the bill of complaint in this case and ask you whether or not the property described in the same is the same property which your husband died seized and possessed?

A. Yes, it is.

Q. Please state when your husband died.

A. He died July 24th, 1944.

Q. Did he leave a last will and testament.

A. No, after a diligent search there was no will found.

Q. The fifth paragraph of the bill of complaint reads as follows, "that said real estate is not susceptible of division without material loss or injury to parties with an interest therein, that in order to make a division of real estate it is necessary that said real estate be sold and the proceeds therefrom be divided among the parties according to their respective interest," what have you to say that?

A. The only way it could be properly divided would be to sell it and divide the proceeds.

Q. How many acres are there in the property which your husband died seized and possessed.

A. About 300 acres.

Q. Please state what in your opinion is the value of said real estate,

A. About \$60,000.00

Q. Give your reason for the above answer.

A. There is a mile and a half of waterfront on Cox's Creek near Eastern Bay, the farm land has been greatly improved, it is completely fenced, a new modern barn, silo, out-buildings, tenant houses and a lovely dwelling - all of which are in excellent condition and considering the sale prices of other water front properties in this county this is a very reasonable and fair value.

Q. Please state the relationship of the defendants in this case to your husband, Henry O. Johnson.

A. John O. Johnson is his half-brother and Victor S. Jr., Johnson is his nephew by his deceased brother, Victor S. Johnson, Sr., and Robert Johnson is a nephew and a son of Victor S. Johnson, Sr., deceased and Mildred Johnson Wolcott is a niece, the daughter of Victor S. Johnson, Sr., deceased.

Q. Are these all the next of kin of Henry O. Johnson, deceased?

A. Yes, they are.

EXAMINER'S SPECIAL

A. No, nothing further.

MINNIE G. JOHNSON
Minnie G. Johnson.

John Charles Paca, witness of lawful age produced on the part of the Plaintiff to these proceedings being duly sworn, deposes and says:

Q. Mr. Paca please state your name, residence and occupation.

A. John Charles Pace; age, 57; occupation, farmer; residence, Kent Island, Queen Anne's County, Maryland.

Q. Do you know the parties to this bill of complaint.

A. I know Victor, Jr., and Robert and Mrs. Johnson and Mr. Johnson.

Q. Did you know Henry O. Johnson in his lifetime, is he living or dead and if dead when did he die?

A. Yes, I knew him very well and I remember very well during July when he died and I also attended his funeral.

Q. Did he leave a last will and testament?

A. Not any that I ever heard of.

Q. Was he married or single?

A. Married.

Q. Who did he live with - who survived him as his heirs at law?

A. Mrs. Johnson, his widow, who is filing this bill of complaint, a half-brother and children of another brother, deceased. - These, as far as I know are all of his heirs.

Q. Are you acquainted with the property owned by Henry O. Johnson during his lifetime located on Kent Island.

A. Yes, I live only about 3 miles from this property, and I have been there many times.

Q. Please look at the bill of complaint filed in this case and state whether or not the property described therein is the same property of which Mr. Johnson died seized and possessed.

A. It is.

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

A. It's well worth \$60,000.00.

Q. Give your reason for your answer.

A. The farm is in an exceptionally high state of cultivation and is around 300 acres, its got a nice waterfront I'd say about 1½ mile - 3 tenant houses and is about the best equipped farm in the Fourth District of Queen Anne's County.

Q. Is said real estate susceptible of division or partition without material loss or injury to parties interest therein.

A. I'd say no - you cannot divide it without loss to all concerned.

Q. Give your reason for your answer.

A. I think it would be better to sell the property as it is and divide the proceeds among the parties entitled to interest therein than to try to divide it up as it couldn't be divided equally.

EXAMINER'S SPECIAL

A. No, nothing further.

JOHN CHARLES PACA
John Charles Paca.

Herbert A. Willis, a witness of lawful age produced on the part of the Plaintiff to these proceedings being duly sworn, deposes and says:

Q. Please state your name, age, residence and occupation.

A. Herbert A. Willis, age, 35; Sudlersville, Maryland, real estate broker.

Q. Are you acquainted with the property owned by Henry O. Johnson in his lifetime on Kent Island.

A. I am acquainted with the real estate Mr. Johnson owned on Kent Island.

Q. Look at this bill of complaint and see if that is the same property of which he died seized and possessed.

A. Yes, it is.

Q. What in your opinion is the value of said property.

A. At the present market conditions \$60,000.00.

Q. The fifth paragraph of the bill of complaint stated that "The real estate is not susceptible of division without material loss or injury to the parties entitled to interest therein and in order to make a division of said real estate the said real estate should be sold and the proceeds therefrom divided among the parties according to their respective interests," what have you to say about that? - and give your reason for your answer.

A. I don't believe it possible to divide this property between the different heirs without loss or injury to all concerned. I think the only fair and reasonable way is to sell the property as a whole and then divide the proceeds. My reason would be because the improvements on the property could not be divided between all concerned equally and would be worth more to sell the farm as a whole and divide the proceeds.

EXAMINER'S SPECIAL

A. The way I arrive at my valuation of this property is the location, the amount of acres, waterfront and improvements thereon and the present day value of waterfront farms in this section.

HERBERT A. WILLIS
Herbert A. Willis.

The plaintiff, through William J. Rickards, Solicitor, advising your

Examiner that there were no other witnesses, and not desiring to take further testimony, I now return the testimony closed.

Harry C. Butler, Examiner.....	\$8.00
Sara E. Conlon, Stenographer.....	5.00
John Charles Paca, witness.....	4.75
Herbert A. Willis, witness.....	3.95
	<u>\$21.70</u>

HARRY C. BUTLER
Harry C. Butler, Examiner.

Filed Jan. 12th, 1946.

DECREE
Filed Jan. 23, 1946.

MINNIE G. JOHNSON,	:	IN THE CIRCUIT COURT
Widow - Individually	:	
MINNIE G. JOHNSON,	:	FOR
Assignee - Mortgagee	:	QUEEN ANNE'S COUNTY
Plaintiffs	:	
VS	:	IN EQUITY
JOHN O. JOHNSON, Widower,	:	
VICTOR S. JOHNSON, JR., Single man	:	NO. 3463 CHY.
ROBERT JOHNSON, Single man,	:	
MILDRED JOHNSON WOLCOTT, and	:	
B. AYERS WOLCOTT, Her Husband,	:	

The above cause standing ready for hearing and being submitted without argument, and the proceedings being read and considered -

It is thereupon this 23rd day of January in the year nineteen hundred and forty-six by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof ADJUDGED, ORDERED AND DECREED: That the property mentioned in the proceedings be sold, that William J. Rickards by 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 Sixty Thousand Dollars (\$60,000.00) if a corporate bond be given, or double that amount if a personal bond be given, 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, at public auction, having first given at least three weeks notice by advertisement, inserted in some newspaper or newspapers published in Queen Anne's County, and such other notice as he shall think proper, of the time, place manner, and terms of sale, which shall be ten per centum (10%) on the day of sale and the balance upon the final ratification of the sale by the Court.

The Assignee of the mortgage in this case being made a party hereto, the said land herein shall be sold free and clear of such mortgage and the rights of the Assignee shall be protected in the distribution of the proceeds of sale of such land; 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 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, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them or either of them.

And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such 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.

WM. R. HORNEY
Judge

Filed Jan. 23rd, 1946.

CERTIFIED COPY OF BOND
Filed March 29, 1946.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty-Ninth day of March, in the year nineteen hundred and forty-six, the following Bond was brought to be recorded, to-wit:

2232837

KNOW ALL MEN BY THESE PRESENTS:

That we, William J. Rickards, of Caroline County, Maryland, as Principal, and Hartford Accident and Indemnity Company, a body corporate, duly incorporated under the laws of the State of New Hampshire, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Sixty Thousand (\$60,000.00) Dollars, to be paid to 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 12th day of March, in the year of our Lord Nineteen Hundred and Forty-six.

WHEREAS the above bounden William J. Rickards, by virtue of a decree

of the Circuit Court for Queen Anne's County, in Equity, No. 3463, dated January 23, 1946, was appointed Trustee to sell the real estate described and mentioned in the proceedings entitled Minnie G. Johnson, widow, et al vs. John O. Johnson, widower, et al, now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William J. Rickards 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.

IN TESTIMONY WHEREOF, the above bounden William J. Rickards has hereunto set his hand and seal and the said Corporation has caused this bond to be signed by its duly authorized agent as Attorney-in-Fact and its seal to be hereunto affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

WILLIAM J. RICKARDS (SEAL)
William J. Rickards

GLADYS E. ROE
Gladys E. Roe

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Witness:

NELLIE F. COLLISON
Nellie F. Collison

BY ALBERT E. TRIESCHMAN
Albert E. Trieschman
Attorney-in-Fact.

Corporate Seal.

Power of Attorney attached:

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

Bond filed and security approved this 29th day of March 1946.

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 366 A Bond Record Book for Queen Anne's County.

Court Seal.

In Testimony Whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County on this 7th day of June in the year nineteen hundred and forty six.

A. SYDNEY GADD JR.
Clerk of Court

PRINTER'S CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE.

Filed: April 9th, 1946.

TRUSTEE'S SALE

OF VALUABLE

WATERFRONT ESTATE

ONE AND ONE-HALF MILES OF WATERFRONT ON ARM OF EASTERN CHESAPEAKE BY, 3 MILES FROM MATAPEAKE FERRY, IN EASY ACCESS TO WASHINGTON, BLATIMORE, AND ANNAPOLIS.

BEING SOLD TO CLOSE AN ESTATE

Under and by virtue of a decree passed by the Circuit Court for Queen Anne's County in Equity on January 23rd, 1946, in a cause wherein Minnie G. Johnson, widow, et al., are Complainants and John O. Johnson, widower, et al, are the Defendants, being Chancery No. 3463 the undersigned, as Trustee named in said decree, will offer and expose at public sale to the highest bidder in front of the Court House Door of Centreville, Maryland, on

TUESDAY, APRIL 2nd., 1946

between the hours of 2:00 and 4:00 o'clock P. Mr., the following described real estate:

PARCEL NO. 1-ALL that tract of land or farm, called or known as "Stanton Sudler", "The Old Point Farm", or "The John M. Cockey Farm", situate, lying and being on Cox Creek and Warehouse Creek, in Batts Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, adjoining the lands of (or formerly of) Edward M. Legg, the lands of (or formerly of) Katherine E. Stevens and the lands of (or formerly of) John B. Brown, and containing TWO HUNDRED AND EIGHTY-FIVE(285) ACRES of land, more or less; being the same land which was granted and conveyed until The Johnson Farms Corporation, a body corporate, by Margaret B. Cockey, et al., by deed bearing date the 11th day of February, 1928, and recorded in Liber B.H.T. No. 7, folios 521, etc., a Land Record Book for Queen Anne's County, aforesaid; see also deed (establishing a division line) by and between Barnes Legg, et al., and said body corporate, The Johnson Farms Corporation, bearing date the 28th day of November, 1930, and recorded in Liber B.H.T. No. 12, folios 132, etc., a Land Record Book for Queen Anne's County aforesaid. It being the same land conveyed to Henry O. Johnson by deed from The Johnson Farms Corporation, a body corporate, dated December 30th, 1939, and recorded in Liber A.S.G. Jr. No. 2, folio 229, one of the Land Record Books for Queen Anne's County.

PARCEL NO. 2-ALL that strip, piece or parcel of land situate and being in the Kent Island District of Queen Anne's County, State of Maryland, adjoining the

lands of Henry O. Johnson and Barnes Legg, which was recently surveyed by John C. Fisher, plat of same about to be recorded among the Land Record Books for Queen Anne's County, State of Maryland, and described as follows. BEGINNING for the outlines thereof at a fence post on the east side of the county road, being a corner for Barnes Legg land, thence with the same south 25 degrees 15 minutes east 430.2 feet, thence south 60 degrees 15 minutes east 110.5 feet, thence north 83 degrees 30 minutes east 213 feet to a stone being a corner for H. O. Johnson land, thence with same south 49 degrees 45 minutes east 82 feet to a stake, thence making a sixty foot wide strip of land south 83 degrees 30 minutes west, 265 feet to a stake thence north 60 degrees 15 minutes west 156 feet to a stake, thence north 25 degrees 15 minutes west 319.2 feet to a stake, thence north 85 degrees west 85 feet to a locust tree on east side of the aforesaid road, thence with same north 30 degrees 30 minutes east 158 feet to the place of beginning, containing ONE AND TWELVE ONE-HUNDREDTHS (1.12) ACRES of land more or less. It being part of the land mentioned and described in a deed from William E. Stevens, et al., to Clarence E. Sellers and wife, bearing date the 27th day of January, 1942, and duly recorded in Liber A.S.G. Jr., No. 5, folio 476, a Land Record Book for Queen Anne's County, State of Maryland. It also being the same land conveyed to Henry O. Johnson by deed from Clarence E. Sellers and wife dated June 17th, 1944, and recorded in Liber A.S.G. Jr., No. 9, folio 485, a Land Record Book for Queen Anne's County, State of Maryland.

PARCEL NO. 3-ALL that strip of land or parcel of land situate and being in the Kent Island District of Queen Anne's County, State of Maryland, described as follows: BEGINNING at a point near a gate on line of H. O. Johnson land, being the original line laid down by J. R. E. Turpin, Civil Engineer of Centreville, Maryland, the 3rd day of April, 1930, thence south 84 degrees 30 minutes west 908 feet to a concrete marker, thence north 73 degrees 30 minutes west 57 feet to a concrete marker, thence south 83 degrees 30 minutes west 507 feet to a stone, thence with a new line agreed upon by Barnes Legg and H. O. Johnson this second day of February, 1944, as follows: north 80 degrees east 389 feet to a concrete marker, thence north 89 degrees east 171 feet to a concrete marker, thence north 84 degrees 30 minutes east 950 feet to a concrete marker on line of H. O. Johnson land, thence with same south 46 degrees west 47 feet to the place of beginning, containing ONE (1) ACRE OF LAND, more or less. The above described parcel of land being a strip of the Barnes Legg farm conveyed for the purpose of widening the outlet heretofore used by the grantee herein, and the description to same is in accordance with a plat and survey made by John C. Fisher, Surveyor, on February 2, 1944, said plat being recorded among the Land Records for Queen Anne's County or intended so to be. It being the same land granted and conveyed unto Henry O. Johnson by deed from Barnes Legg and wife, dated June 17th, 1944, and recorded in Liber A.S.G. Jr., No. 9, folio 489, a Land Record Book for Queen Anne's County, Maryland.

IMPROVEMENTS

14 room main dwelling with 3 spacious glassed in porches, copper screened; 8 bed rooms, some with lavatories; 2 baths; cellar under entire house; laundry with power house, lighting all buildings; 3 tenant houses, one with bath; poultry house; granary; corn crib; machinery shed; 2 bull houses; modern dairy barn with 24 staunchions; modern milk house completely equipped; 2 sils; 2 car garage; wood house; tool house; blacksmith shop; artesian well water piped to all parts of the farm.

This estate would make an ideal Sportsman's Club, dairy or stock farm, 150 acres in cultivation, 70 acres in woodland, several acres in marshland and the remainder in pasture.

TERMS OF SALE

The terms of sale prescribed by said decree are ten per cent (10%) on the day of sale and the balance upon the final ratification of the sale by the Court. Deferred payments to bear interest from day of sale and to be secured to the satisfaction of the said Trustee, or all cash at the option of the purchaser or purchasers. Title papers and all Documentary Revenue Stamps at the expense of the purchaser or purchasers.

WILLIAM J. RICKARDS, Trustee
Denton, Maryland

J. ELMER ANTHONY, Auctioneer

Machinery and Equipment for running the farm and entire household furnishings may be bought by the purchaser of the real estate if desired.

4t-3-28

Filed April 9th, 1946.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. April 8, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale in the case/estate of Johnson Farm a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 29th. day of March 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 7th. day of March 1946, and the last insertion on the 28th. day of March 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

REPORT OF SALE & ORDER NISI
Filed April 9th, 1946.

MINNIE G. JOHNSON,
Widow - Individually
MINNIE G. JOHNSON,
Assignee - Mortgagee
Plaintiffs

IN THE CIRCUIT COURT

FOR

VS

JOHN O. JOHNSON, Widower,	:	QUEEN ANNE'S COUNTY
VICTOR S. JOHNSON, JR., single man,	:	
ROBERT JOHNSON, single man,	:	
MILDRED JOHNSON WOLCOTT, and	:	IN EQUITY NO. 3463 CHY.
B. AYERS WOLCOTT, her husband,	:	
Defendants	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William J. Rickards, Trustee, in the above entitled cause, respectfully shows:

First: That by a Decree of this Honorable Court, passed in the above entitled cause on the 23rd. day of January, 1946, he was duly appointed Trustee to sell the property described to be sold in said cause.

Second: That after having given bond as required by law and said Decree, with surety approved by the Clerk of the Circuit Court for Queen Anne's County, and after having given more than three weeks' notice of the time, place, manner 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, as will appear by a printer's certificate of said advertisement filed herewith, and by further advertiseing in accordance with the Decree, in the New York Times and the New York Post, The Washington Post and The Baltimore Sun, your Trustee did attend at public sale, at the Court House, in the town of Centreville, Maryland, on Tuesday, April 2nd, 1946, between the hours of 2 and 4 o'clock p. m., and did then and there offer and expose all the right, title, interest and estate at law and in equity, of all the parties to the aforesaid cause, of, in and to the property therein mentioned to the highest bidder, said property being described as follows:

PARCEL NO. 1 - ALL that tract of land or farm, called or known as "Stanton Sudler", "The Old Point Farm", or "The John M. Cockey Farm", situate, lying and being on Cox Creek and Warehouse Creek, in Batts Neck, on Kent Island, in the Fourth Election District of Queen Annes County, State of Maryland, adjoining the lands of (or formerly of) Edward M. Legg, the lands of (or formerly of) Katherine E. Stevens and the lands of (or formerly of) John B. Brown, and containing 285 acres of land, more or less; being the same land which was granted and conveyed unto said body corporate, The Johnson Farms Corporation, by Margaret B. Cockey, et al, by deed bearing date the 11th. day of February, 1928, and recorded in Liber B. H. T. No. 7, folios 521, etc., a land record book for Queen Anne's County aforesaid; see also the deed (establishing a division line) by and between Barnes Legg et al., and said body corporate, The Johnson Farms Corporation, bearing date the 28th. day of November, 1930, and recorded in Liber B.H.T. No. 12, folios 132, etc., a land record book for Queen Anne's County aforesaid. It being the same land conveyed to Henry O. Johnson by deed from the Johnson Farms Corporation, a body corporate, dated December 30th, 1939 and recorded in Liber A.S.G. Jr., No. 2 Folio 229, one of the land record books for Queen Anne's County.

PARCEL NO. 2 - ALL that strip, piece or parcel of land situate, and being in the Kent Island District of Queen Anne's County, State of Maryland, adjoining the lands of Henry O. Johnson and Barnes Legg, which was recently surveyed by John C. Fisher, plat, of same about to be recorded among the land record books for Queen Anne's County, State of Maryland, and described as follows: BEGINNING for the outlines thereof at a fence post on the east side of county road, being a corner for Barnes Legg land, thence with the same south 25 degrees 15 minutes east 430.2 feet, thence south 60 degrees 15 minutes east 110.5 feet, thence north 83 degrees 30 minutes east 213 feet to a stone being a corner for H. O. Johnson land, thence with same south 49 degrees 45 minutes east 82 feet to a stake, thence making a sixty foot wide strip of land south 83 degrees 30 minutes west 265 feet to a stake, thence north 60 degrees 15 minutes west 156 feet to a stake, thence north 25 degrees 15 minutes west 319.2 feet to a stake, thence north 85 degrees west 85 feet to a locust tree on east side of the aforesaid road, thence with same north 30 degrees 30 minutes east 158 feet to the place of beginning, containing ONE AND TWELVE ONE HUNDREDTH (1.12) ACRES of land more or less. It being part of the land mentioned and described in a deed from William E. Stevens, et al, to Clarence E. Sellers and wife bearing date the 27th. day of January, 1942 and duly recorded in Liber A. S. G. Jr., No. 5, folio 476, a land record book for Queen Anne's County, State of Maryland. It also being the same land conveyed to Henry O. Johnson by deed from Clarence E. Sellers and wife dated June 17th. 1944 and recorded in Liber A. S. G. Jr., No. 9 folio 485, a Land Record Book for Queen Anne's County, State of Maryland.

PARCEL NO. 3 - ALL that strip, piece or parcel of land situate and being in the Kent Island District of Queen Anne's County, State of Maryland, described as follows: BEGINNING at a point near a gate on line of H. O. Johnson land, being the original line laid down by J.R.E. Turpin, Civil Engineer of Centreville, Maryland the third day of April 1930, thence south 84 degrees 30 minutes west 908 feet to a concrete marker, thence north 73 degrees 30 minutes west 57 feet to a concrete marker, thence south 83 degrees 30 minutes west 507 feet to a stone, thence with a new line agreed upon by Barnes Legg and H. O. Johnson this second day of February 1944 as follows; north 80 degrees east 389 feet to a concrete marker, thence north 89 degrees east 171 feet to a concrete marker, thence north 84 degrees 30 minutes east 950 feet to a concrete marker on line of H. O. Johnson land, thence with same south 46 degrees west 47 feet to the place of beginning, containing ONE (1) ACRE of land, more or less. The above described parcel of land being a strip of the Barnes Legg farm conveyed for the purpose of widening the outlet heretofore used by the grantee herein, and the description to same is in accordance with a plat and survey made by John C. Fisher, Surveyor on February 2, 1944, said plat being recorded herewith among the land records for Queen Anne's County or intended so to be. It being the same land granted and conveyed unto Henry O. Johnson by deed from Barnes Legg and wife, dated June 17th, 1944 and recorded in Liber A.S.G. Jr., No. 9, folio 489 a land record book for Queen Anne's County, Maryland.

Your Trustee then and there sold the said property to Victor S. Johnson, Jr., and Minnie G. Johnson, as tenants in common, they being the highest bidders therefor, at and for the sum of Forty-five Thousand (\$45,000.00) Dollars, and the said purchasers have satisfactorily complied with the terms of sale. The terms were as advertised and it was also announced that possession would be given at the time of final settlement, that interest would not be charged on the unpaid purchase money pending ratification, and that the growing wheat crop was reserved.

Respectfully submitted,

WILLIAM J. RICKARDS Trustee
 William J. Rickards, Trustee.

STATE OF MARYLAND, Caroline COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of April, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared William J. Rickards, Trustee, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are correct and true as therein stated, to the best of his knowledge and belief and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Notary
 Public
 Seal.

GLADYS E. ROE
 Notary Public.

O R D E R N I S I

MINNIE G. JOHNSON, Widow - Individually	:	IN THE CIRCUIT COURT
MINNIE G. JOHNSON, Assignee - Mortgagee	:	FOR
Plaintiffs	:	QUEEN ANNE'S COUNTY
VS	:	
JOHN O. JOHNSON, Widower, VICTOR S. JOHNSON, JR., Single Man, ROBERT JOHNSON, Single Man, MILDRED JOHNSON WOLCOTT, and B. AYERS WOLCOTT, her husband,	:	IN EQUITY No. 3463 CHY.
Defendants	:	

ORDERED, this 9th day of April, 1946, that the sale of the property mentioned in these proceedings, made and reported by William J. Rickards, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks, before the 11th day of May next.

The Report states the amount of sales to be \$45,000.00.

A. SYDNEY GADD, JR., Clerk

Filed April 9th, 1946.

FINAL ORDER RATIFICATION OF SALE

MINNIE G. JOHNSON, Widow - Individually	:	IN THE CIRCUIT COURT
MINNIE G. JOHNSON, Assignee - Mortgagee	:	FOR
Plaintiffs	:	QUEEN ANNE'S COUNTY
VS	:	
JOHN O. JOHNSON, Widower, VICTOR S. JOHNSON, JR., Single Man, ROBERT JOHNSON, Single Man, MILDRED JOHNSON WOLCOTT, and B. AYERS WOLCOTT, Her Husband,	:	IN EQUITY NO. 3463 CHY.
Defendants	:	

ORDERED, This 19th day of June, 1946, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the property mentioned in these proceedings by William J. Rickards, Trustee, 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 previous Order of this Court; and the Trustee is allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor.

WM. R. HORNEY

Filed June 19th, 1946.

JUDGE

PRINTER'S CERTIFICATE
 ORDER NISI TO REPORT
 OF SALES.
 Filed June 19th, 1946.

ORDER NISI

Minnie G. Johnson, widow - individually		In the Circuit Court for
Minnie G. Johnson, Assignee-Mortgagee, Plaintiffs		Queen Anne's County
vs		In Equity
John O. Johnson, Widower, Victor S. Johnson, Jr., Single Man, Robert Johnson, Single Man, Mildred Johnson Wolcott and B. Ayres Wolcott, her husband, defendants.		No. 3436 CHY.

ORDERED, this 9th day of April, 1946, that the sale of the property

mentioned in these proceeding, made and reported by William Jr. Rickards, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown or or before the 11th day of June next; provided a copy of this order be inserted in some newspaper printed and in Queen Anne's County, once in each of four successive weeks, before the 11th day of May next.

The Report states the amount of sales to be \$45,000.00.

Filed: April 9, 1946.

A. SYDNEY GADD, JR., Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. June 7, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the case/estate of Minnie G. Johnson et al vs John O. Johnson et al a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 11th. day of May 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11th. day of April 1946, and the last insertion on the 2nd. day of May 1946.

THE QUEEN ANNES RECORD AND OBSERVER PUBLISHING COMPANY

Filed June 19th, 1946.

By PAUL B. SMITH

MORTGAGE STATEMENT
Filed Oct. 2, 1946.

MINNIE G. JOHNSON	:	IN THE CIRCUIT COURT
Widow - Individually	:	
ET AL	:	FOR
	:	
VS	:	QUEEN ANNE'S COUNTY
	:	
JOHN O. JOHNSON, Widower	:	IN EQUITY
ET AL	:	CHY. NO. 3465

STATEMENT OF MORTGAGE INDEBTEDNESS DUE

MINNIE G. JOHNSON

MORTGAGE PRINCIPAL - - - - -	\$7000.00
(Henry O. Johnson and wife to Stephen R. Collins and Elizabeth H. Collins dated March 25th, 1943, recorded in Liber A.S.G. No. 7 folio 339 dan duly assigned to Minnie G. Johnson, July 2, 1945.)	
INTEREST from July 2, 1945 to April 3, 1946, day of sale - - - - -	210.76
(Interest @ 4%)	
Amount due on day of Sale - - - - -	<u>\$7210.76</u>

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of July, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Minnie G. Johnson, the above named Mortgagee, and made oath in due form of law that the above statement is true to the best of her knowledge and belief and that no part, or parcel of same has been paid.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

GLADYS E. ROE
Gladys E. Roe - Notary Public

Filed Oct. 2, 1946.

ASSIGNMENT BY ROBERT J. JOHNSON
TO VICTOR S. JOHNSON FOR HIS
INTEREST IN PROCEEDS OF SALE
MADE IN THIS CAUSE
Filed Feb. 3, 1947.

KNOW ALL MEN BY THESE PRESENTS:

That I, Robert Johnson, residing at Lyndall Field, Panama City, Florida (hereinafter called Assignor) in consideration of the sum of Five Dollars and other good and valuable considerations paid me by Victor S. Johnson, Jr., residing at River Forest, Cook County, State of Illinois, (hereinafter called Assignee) hereby assign to the said Victor S. Johnson, Jr., Assignee, all my right, title, and interest, both legal and equitable, in and to all of the real estate inherited by me from my Uncle, Henry O. Johnson, late of Queen Annes' County, Maryland, deceased, said real estate better described in partition proceedings filed in the Circuit Court for Queen Annes' County, Maryland, and is Chancery No. 3463.

And the said Assignor does hereby represent to the Assignee as follows: That I am over twenty-one years of age, and second, that I have not heretofore assigned, transferred, mortgaged or otherwise encumbered my interest in said estate of Henry O. Johnson, deceased, as aforesaid, or any part or parts thereof, and I, the said Assignor, hereby appoint the said Victor S. Johnson, Jr. the aforesaid Assignee, to be my lawful Attorney, irrevocable, with full power of substitution for me and in my name and stead but for such Assignee's own benefit to demand, sue for, attach, levy, recover and receive any and all

sums of money and property that now or hereafter shall become due, owing or payable or receivable under and by virtue of the foregoing assignment and, or the chose or choses in action therein described, with full power and authority to sell, assign, transfer, set over, pledge, compromise or discharge the whole or any part or parts thereof, and to do any and all other acts and things necessary or proper to accomplish the foregoing purposes, or any of them, hereby ratifying and confirming all that my said Attorney or his substitute shall or may lawfully do or cause to be done by virtue hereof.

IN WITNESS whereof, I have hereunto set my hand and seal this day of October, Nineteen Hundred and Forty-six.

Test: E. R. PITTMAN ROBERT JOHNSON (SEAL)
Robert Johnson

STATE OF Florida, Bay COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 11th day of October, 1946, before me, the subscriber, a Notary Public of the State of Florida, in and for the county aforesaid, personally appeared Robert Johnson, the above named Assignor, and made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

KATE E. NUNNALLY
Notary Public.

Filed Feb. 3rd 1947.

My Comm. Expires 19 Nov 1949.

ASSIGNMENT BY JOHN O. JOHNSON
TO VICTOR S. JOHNSON, JR. OF HIS
INTEREST IN PROCEEDS OF SALE MADE
IN THIS CAUSE.
Filed Feb. 3rd, 1947.

KNOW ALL MEN BY THESE PRESENTS:

That I, John O. Johnson, residing at Minden, Kearney County, State of Nebraska (hereinafter called Assignor) in consideration of the sum of Five Dollars and other good and valuable consideration paid me by Victor S. Johnson, Jr., residing at River Forest, Cook County, State of Illinois, (hereinafter called Assignee) hereby assign to the said Victor S. Johnson, Jr., Assignee, all my right, title, and interest, both legal and equitable, in and to all of the real estate inherited by me from my half-brother Henry O. Johnson, late of Queen Annes' County, Maryland, deceased, said real estate better described in partition proceedings filed in the Circuit Court for Queen Annes' County, Maryland, and is Chancery No. 3463.

And the said Assignor does hereby represent to the Assignee as follows: That I am over twenty-one years of age, and second, that I have not heretofore assigned, transferred, mortgaged or otherwise encumbered my interest in said estate of Henry O. Johnson, deceased, as aforesaid, or any part or parts thereof, and I, the said Assignor, hereby appoint the said Victor S. Johnson, Jr. the aforesaid Assignee, to be my lawful Attorney, irrevocable, with full power of substitution for me and in my name and stead but for such Assignee's own benefit to demand, sue for, attach, levy, recover and receive any and all sums of money and property that now or hereafter shall become due, owing or payable or receivable under and by virtue of the foregoing assignment and, or the chose or choses in action therein described, with full power and authority to sell, assign, transfer, set over, pledge, compromise or discharge the whole or any part or parts thereof, and to do any and all other acts and things necessary or proper to accomplish the foregoing purposes, or any of them, hereby ratifying and confirming all that my said Attorney or his substitute shall or may lawfully do or cause to be done by virtue hereof.

IN WITNESS whereof, I have hereunto set my hand and seal this 14th day of October, Nineteen Hundred and Forty-six.

Test: JOHN O. JOHNSON (SEAL)
John O. Johnson
FRED S. MARTIN

STATE OF NEBRASKA, KEARNEY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of October, 1946, before me, the subscriber, a County Judge of the State of Nebraska in and for the county aforesaid, personally appeared John O. Johnson, the above named Assignor, and made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

County Court
Seal's Place.

FRED S. MARTIN
County Judge

ASSIGNMENT BY MILDRED JOHNSON
WOLCOTT UNTO VICTOR S. JOHNSON, JR.
Filed Feb. 3rd, 1947.

KNOW ALL MEN BY THESE PRESENTS:

That I, Mildred Johnson Wolcott, Residing at Oak Park, County of Cook, State of Illinois, (Hereinafter called Assignor) in consideration of the sum of Five Dollars and other good and valuable considerations paid my by Victor S. Johnson, Jr., residing at River Forest, Cook County, State of Illinois, (hereinafter called Assignee) hereby assign to the said Victor S. Johnson, Jr., Assignee, all my right, title, and interest, both legal and equitable, in and to all of the real estate inherited by me from my uncle Henry O. Johnson, late of Queen Annes' County, Maryland, deceased, said real

estate better described in partition proceedings filed in the Circuit Court for Queen Annes' County, Maryland, and is Chancery No. 3463.

And the said Assignor does hereby represent to the Assignee as follows: That I am over twenty-one years of age, and second, that I have not hertofore assigned, transfered, mortgaged or otherwise encumbered my interest in said estate of Henry O. Johnson, deceased, as aforesaid, or any part or parts thereof, and I, the said Assignor, hereby appoint the said Victor S. Johnson, Jr., the aforesaid Assignee, to be my lawful Attorney, irrevocable, with full power of substitution for me and in my name and stead but for such Assignee's own benefit to demand, sue for, attach, levy, recover and receive any and all sums of money and property that now or hereafter shall become due, owing or payable or receivable under and by virtue of the foregoing assignment and, or the chose or choses in action therein described, with full power and authority to sell, assign, transfer, set over, pledge, compromise or discharge the whole or any part or parts thereof, and to do any and all other acts and things necessary or proper to accomplish the foregoing purposes, or any of them, hereby ratifying and confirming all that my said Attorney or his substitute shall or may lawfully do or cause to be done by virtue hereof.

IN WITNESS whereof, I have hereunto set my hand and seal this ___ day of October, Nineteen Hundred and Forty-six.

Test: B. H. WOLCOTT MILDRED JOHNSON WOLCOTT (SEAL) Mildred Johnson Wolcott

STATE OF ILLINOIS, COOK COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of October, 1946, before me, the subscriber, a Notary Public of the State of Illimois, in and for the county aforesaid, personally appeared Mildred Johnson Wolcott, the above named Assignor, and made oath in due form of law that the matters and facts set forth above are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public Seal.

ANN C. SCHULTZ Notary Public

My Commission Expires No. 27, 1949

AGREEMENT BETWEEN VICTOR S. JOHNSON, JR. AND MINNIE G. JOHNSON Filed Feb. 3rd, 1947.

MINNIE G. JOHNSON, ET AL : IN THE CIRCUIT COURT FOR QUEEN ANNES COUNTY
VS : IN EQUITY
JOHN O. JOHNSON, ET AL : CHY. No. 3463

It appearing from the proceedings in the above entitled cause that John O. Johnson, Robert Johnson, Mildred Johnson Wolcott, parties to the suit and as such were entitled to share in the proceeds of the sale, have assigned in writing, their several and respective interests to Victor S. Johnson, Jr., another party to the suit. Therefore it appears from the proceedings in said cause, as the same now stands, that the only persons interested in the proceeds of sale of said cause, and in the distribution of the same, are Minnie G. Johnson, widow and Victor S. Johnson, Jr., nephew, both parties to the proceedings of the cause.

It is mutually agreed between the said Minnie G. Johnson, one of the said parties and Victor S. Johnson, Jr., the other of said parties, as follows, to wit: That the following items set forth below shall be allowed to Minnie G. Johnson by the Auditor of the Circuit Court for Queen Annes County, in the audit which said Auditor is about to state, at the request of the said Minnie G. Johnson, Victor S. Johnson, Jr. and William J. Rickards, Trustee in said cause.

Table with 2 columns: Description of expenses and Amount. Total amount: \$1509.67

The Clerk of the Court above mentioned is hereby directed to file this Agreement in the proceedings in said cause.

In Testimony Whereof the said Minnie G. Johnson and the said Victor S. Johnson, Jr., have hereunto subscribed their names and affixed their seals this 31st. day of January, Nineteen Hundred and Forty-seven.

Attest: GLADYS E. ROE MINNIE G. JOHNSON (Seal) Minnie G. Johnson

Attest: ROY W. HALL VICTOR S. JOHNSON, JR. (Seal) Victor S. Johnson, Jr.

AUDIT
Filed Feb. 4, 1947.

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

Minnie G. Johnson,	)	CHANCERY DOCKET
versus)	
Victor S. Johnson junior,	)	CAUSE NUMBER 3463.
and others.)	

To the Honorable, the Judges of said Court:-

The Report of Madison Brown, your Auditor, unto Your Honrs respectfully sets forth:

- (1) That according to the Bill of Complaint filed in this Cause one Henry O. Johnson died intestate on July 24th, 1944, leaving the Real Estate described in the proceedings of this Cause and leaving as his only heirs-at-law, Minnie G. Johnson, his widow, who took one-half of said land on his death, a half-brother, John O. Johnson, two nephews, Victor S. Johnson, junior and a niece, Mildred Johnson Wolcott, who took between them as said heirs, the other half of said land.
- (2) That according to said Bill said land at the time of the death of Henry O. Johnson was subject to a mortgage of \$7,000.00 held by Minnie G. Johnson as Assignee thereof.
- (3) That said land was sold by William J. Rickards as Trustee of this Cause on April 2, 1946, for \$45,000.00 and the sale was made free of said mortgage and the rights of the Assignee of the Mortgagee were transferred to the proceeds of the sale in the hands of the Trustee at whose direction the within account has been stated.
- (4) That John O. Johnson by assignment filed in this Cause (see Paper marked 19) and dated October 14, 1946, did assign his interest in the proceeds of the sale so made unto said Victor S. Johnson junior.
- (5) That said Robert Johnson by assignment filed in this Cause (see Paper marked 18) and dated October 11, 1946, did assign his interest in the proceeds of said sale unto Victor S. Johnson, junior.
- (6) That Mildred Johnson Wolcott by assignment filed in this Cause (see Paper marked 20) and dated October 15, 1946, did assign her interest in the proceeds of said sale unto Victor S. Johnson, junior.
- (7) That as a result of these assignments the only persons interested in the distribution of the proceeds of the sale of this Cause at the present time are said Minnie G. Johnson, who is entitled to one half of the net proceeds of the sale and Victor S. Johnson junior, who is entitled to one half of the net proceeds of the sale.
- (8) That by a paper writing dated January 31, 1947, called "Agreement" filed in this Cause, (see paper marked 21) it has been agreed between the said Minnie G. Johnson and Victor S. Johnson junior, that the Auditor in stating this account shall allow unto Minnie G. Johnson the sum of \$1,509.67.
- (9) That in the within account stated by this Auditor he has charged said William J. Rickards with the amount of the sale so made by him and has then allowed thereout as follows, to wit:
 - a. Unto said Trustee, his commissions for making the sale according to the rule of this Court, the cost of his bond as Trustee filed in this Cause, the Court costs of this Cause, the cost of advertising notices of the sale and the several orders nisi of the Cause and the fee of the auctioneer.
 - b. Unto the Auditor a fee for stating this audit.
 - c. Unto Minnie G. Johnson, as the Assignee of said mortgage, the full amount due her under said mortgage as shown by her mortgage claim filed in this Cause.
 - d. Unto Minnie G. Johnson, the sum of \$1,509.67 hereinbefore mentioned, the auditor deeming the agreement hereinbefore mentioned relating to said sum of money an assignment by Victor S. Johnson junior unto the said Minnie G. Johnson to the extent of one-half of said sum out of his share of the net sales of this Cause, there being no persons other than the two mentioned in this sub-paragraph interested in the net sale of the Cause.
- (10) That the amount of sale herein charged unto said Trustee reming after the allowances above mentioned thereout is distributed unto said Minnie G. Johnson and Victor S. Johnson junior, in equal parts.
- (11) That the Personal Estate left by said Henry O. Johnson was administered in the Orphans' Court of Queen Anne's County and this Auditor has examined the proceedings of said administration for the purpose of ascertaining whether or not the Inheritance Taxes due by his heirs-at-law on the land described in these proceedings have been paid and the auditor is satisfied from said examination that said taxes, both direct and collateral have been paid to the Register of Wills for the use of the State of Maryland out of the Personal Estate of said Henry O. Johnson.

Which is respectfully submitted,

MADISON BROWN
AUDITOR

February third, 1947

CAUSE NUMBER 3463.

The proceeds of the sale of the Real Estate of Minnie G. Johnson and the other heirs-at-law of Henry O. Johnson, deceased, IN ACCOUNT WITH William J. Rickards as Trustee appoint-

ed by the decree passed in this Cause to sell said real estate.

1946-April 2-

CR.

By amount of the gross sale of said real estate made on above date per Report of Sale filed in this Cause, to wit: . . . \$45,000.00

DR.

To William J. Rickards, said Trustee, for his commissions for making said sale, per rule of Court, sum of . \$ 1,845.00

To the same Trustee for the Court Costs of this cause paid by him to Clerk of Court per Clerk's Statement receipted and exhibited, as follows:
 Appearance fee of William J. Rickards, . \$10.00
 Cost due said Clerk, 71.85
 Cost of Examiner to take Testimony, 8.00
 Cost paid Clerk of said Examiner, 5.00
 Fees of Witnesses before Examiner, 8.70
 Cost due Register of Wills, 1.00
 \$ 104.55 \$ 104.55

To the same Trustee for costs of advertising notices of said sale (\$135.00) and order Nisi on sale in Centreville Newspaper, per account with receipt thereon exhibited, the sum of \$ 140.00

To the same Trustee for amount paid J. E. Anthony for crying said sale per his account for same with receipt thereon exhibited, sum of \$ 100.00

To the same Trustee for the cost of his bond filed in this Cause with corporate surety thereon paid said surety, per account for same with a receipt thereon exhibited, the sum of \$ 240.00

To the same Trustee for cost of advertising notices of sale,
 in New York Times, \$ 30.40
 in New York Post, 11.00
 in Washington Post, 5.70
 in Baltimore Sun, 8.50
 Total of, \$ 55.60
 Per accounts for same with a receipt thereon exhibited, the sum of \$ 55.60

To the same Trustee for cost of advertising the order nisi to be passed as to this audit, sum of \$ 3.50

To Madison Brown, Auditor for stating this account, the sum of \$ 27.00

To Minnie G. Johnson, Assignee, of the Mortgage from Henry O. Johnson mentioned and described in the proceedings of this cause for the amount due to her under said mortgage (principal \$7,000.00, Interest \$210.76) per mortgage claim filed by her, Paper No. 17, the sum of \$ 7,210.76

\$ 9,726.41

To Balance carried below the sum of \$ 35,273.59

\$ 45,000.00 \$45,000.00

CR.

By balance brought down, to wit: \$35,273.59

DR.

To Minnie G. Johnson, per agreement between her and Victor S. Johnson, Jr., filed in this Cause for the payment to her of the following items enumerated in said agreement and claimed to have been advanced by her for the parties to this Cause, to wit:
 Costs of Fire Insurance paid to H. E. Price, Agency, sum of \$ 203.45
 State & County Taxes on farm paid T. S. Pippin, Treasurer, the sum of \$ 170.96
 Wages paid Ira Henry, farm over-seer, sum of . \$ 840.00
 Costs of gas and oil bought of Seney Oil Co. for farm, the sum of \$ 154.37
 Amount paid R. L. Roberts for repairs to machinery, the sum of \$ 28.00
 Cost of machinery bought of Jump Hardware Co., the sum of \$ 7.25
 Costs of tags and taxes for truck and car paid commissioner of Motor Vehicles, the sum of . \$ 23.87

Cost of telephone service, sum of	\$	21.87	
Amount paid J. W. Haycock, for preparing income Tax Report, the sum of	\$	60.00	
Total to be paid Minnie Johnson,	\$	1,509.67	
To Amount carried forward,		\$33,763.92	
		\$35,273.59	\$ 35,273.59

CR.

By balance brought forward, being the amount for distribution among the parties to the Cause, distributed below; the sum of \$33,763.92

DR.

To Minnie G. Johnson, widow of Henry O. Johnson and as such one of his heirs-at-law, one-half of above balance, to wit: the sum of	\$	16,881.96	
To Victor S. Johnson junior, nephew of Henry Johnson in his own right as one of the heirs of Henry O. Johnson and in his right as Assignee of Robert Johnson, John O. Johnson, Mildred Johnson Wolcott, other heirs of Henry O. Johnson, one-half of above balance, to wit: the sum of	\$	16,881.96	
		\$ 33,763.92	\$ 33,763.92

February first, 1947

MADISON BROWN

Filed Feb. 4, 1947.

AUDITOR

NISI AUDIT

Nisi Ratification of Audit

Minnie G. Johnson, widow,
etc.,

In the Circuit Court

for Queen Anne's County

VS

In Equity

John O. Johnson, et al.

Cause No. 3463

ORDERED, This 4th. day of February in the year nineteen hundred and forty 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 February, 1947; provided a copy of this order be published once a week in each of two successive weeks before the 21st. day of February, 1947, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR. Clerk.

Filed February 4, 1947.

WAIVER BY DISTRIBUTEES OF
NISI AUDIT
Filed Feb. 20, 1947.

MINNIE G. JOHNSON,
ET AL

IN THE CIRCUIT COURT FOR

QUEEN ANNES COUNTY.

VS

VICTOR S. JOHNSON, Jr.,
ET AL

IN EQUITY CHY. No.3463.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, Minnie G. Johnson and Victor S. Johnson, Jr., are the only persons interested in the final distribution of the net proceeds of the sale of the real estate made in this cause, and we hereby agree that the Court ratify the audit stated by Madison Brown, Auditor of said Court, and now on file in the proceedings of said cause, forthwith, without the necessity of publication of the Auditor's order nisi.

Respectfully submitted,

VICTOR S. JOHNSON, JR.

Victor S. Johnson, Jr.

MINNIE G. JOHNSON

Minnie G. Johnson

Test:

ANN C. SCHULTZ

Test:

GLADYS E. ROE

Filed February 20, 1947.

FINAL RATIFICATION OF AUDIT
Filed February 20, 1947.

Minnie G. Johnson,

vs.

Victor S. Johnson, junior,
and others.

)
)
)
)
)

Chancery No. 3463

FINAL RATIFICATION OF AUDIT.

ORDERED, this 20th. day of February, 1947, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing audit, under the special circumstances in this proceeding, be, and the same is, hereby finally ratified and confirmed, the only persons interested in the final distribution of the net proceeds of sale, having agreed that the Court shall ratify said audit forthwith instead of on the date fixed in the audit nisi heretofore passed in this cause, and the trustee is hereby directed to make distribution to those entitled thereto in accordance with said audit with a due proportion of interest as the same has been or may hereafter be received.

WM. R. HORNEY
Judge.

CERTIFICATE OF PUBLICATION
OF NISI AUDIT
Filed March 11, 1947.

Nisi Ratification of Audit

Minnie G. Johnson, widow, etc.

vs.

John O. Johnson, et al.

Cause No. 3463

ORDERED, This 4th day of February in the year nineteen hundred and forty 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 February, 1947; provided a copy of this order be published once a week in each of two successive weeks before the 21st day of February, 1947, in some newspaper printed and published in Queen Anne's County.

Filed: February 4, 1947.

A. SYDNEY GADD, JR., Clerk

True Copy-

Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. Feb. 20, 1947.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of Minnie G. Johnson, widow, etc. vs John O. Johnson, et al Cause No. 3463 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 21st. day of February 1947, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6th. day of February 1947, and the last insertion on the 13th. day of February 1947.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

Filed Mar. 11th, 1947.

of Maryland in the name of "C. S. Quimby, Trustee, Nannie McK. Jacobs", ----- being a deposit in the Savings Department of said Bank in the amount of Four Hundred Sixty-two Dollars and Thirty Cents (\$462.30).

The Bank Stock mentioned in the award has ceased to be of value and the money item in the award has been disposed of under various Orders of Court passed in the proceedings #2122.

That the real estate held in said trust estate in Chancery #2122 is as follows:

A - The tract of land or farm known as the "S. R. Emory Farm", or "Conquest", or by whatsoever name or names the same may be known or called, being farm #6 of the McKenney estate, situate and located on Corsica River in the 3rd Election District of Queen Anne's County, aforesaid, containing 271 ACRES, more or less.

NOTE: There has been added to farm #6 about 1.7 ACRES purchased by the deceased Testatrix from A. M. Green and wife, and conveyed to her by Deed dated December 6, 1915, and recorded in Liber W F.W #8, folio 168, etc., a Land Record Book for Queen Anne's County, (See Exhibit #5 filed herewith).

B - The farm known as "Wakefield", or by whatsoever name or names the same may be known or called, being farm #37 of the McKenney estate, situate at Hope in the 6th Election District of Queen Anne's County, aforesaid, containing about 574 ACRES, -- LESS 12 1/2 ACRES sold off thereof by the Trust Estate to J. Wesley Sewell and conveyed to said Sewell by Deed from J. Kent H. Jacobs (then acting Trustee) dated July 23, 1930, and recorded in Liber B H T #11, folio 342, etc., a Land Record Book for Queen Anne's County.

NOTE: The sale to Sewell has been duly reported to this Court and finally ratified and the proceeds of sale were duly deposited.

C - The tract of land or farm known as the "Tanyard Farm", or by whatsoever name or names the same may be known, containing 372.33 ACRES of land, more or less, being farm #16 of said McKenney estate, situate in the Third Election District of Queen Anne's County, on the left side of the public road from Centreville to Carville Station.

D - The tract of land or farm known as the "Baynard Farm", or by whatsoever name or names the same may be known, containing 317 ACRES, more or less, situate to the rear of the said "Tanyard" tract, in the 3rd Election District of Queen Anne's County, being farm #15 of the said McKenney estate.

E - The tract of land or farm known as the "D. C. Hopper Farm", or by whatsoever name or names the same may be known, containing 185 ACRES, more or less, situate on the right side of the public road from Centreville to Ruthsburg in the 6th Election District of Queen Anne's County, being farm #47 of the said McKenney estate.

F - The tract of land or farm known as the "C. C. Harper Farm", or by whatsoever name or names the same may be known, containing 277 ACRES, more or less, situate on the right side of the public road leading from Centreville to Carville Station in the 3rd Election District of Queen Anne's County, being farm #17 of the said McKenney estate.

G - The tract of land or farm known as the "Arlett Farm", or by whatsoever name or names the same may be known, containing 137 ACRES of land, more or less, situate on the right side of the public road last above mentioned in the 3rd Election District of Queen Anne's County, being farm #18, of the said McKenney estate.

H - The residence property known as the "Godwin Property", on the West side of Commerce Street, on the corner where what is known as Elm Street enters said Commerce Street, in the Town of Centreville, in the 3rd Election District of Queen Anne's County, being Parcel #59, of said McKenney Estate. (See Exhibit #2-A, filed herewith).

That in addition to the real estate allotted in said Cause #2120, and held in trust in said Cause #2122 for the said Annie McK. Jacobs, during her lifetime, and which was subject to her disposition by Will under the terms of her said father's Will, the other real estate owned by said Annie McK. Jacobs at the time of her death is as follows:

I - "Woodlawn" - All those parts of tracts, or parcels of land, situate, lying and being in Queen Anne's County, Maryland, near Centreville, and being certain lots situate and lying in the forks of the public roads leading from Centreville to Wye Mills and Queenstown, respectively, and containing nineteen acres, one rood and four square perches of land, more or less.

Also, all that lot or parcel of land in aforesaid County, lying near Centreville, and on and between the said public roads leading to Wye Mills and Queenstown, respectively, from Centreville, containing thirteen acres, more or less.

Also, all that lot or parcel of land lying on the East side of said public road leading from Centreville to Wye Mills and containing eight acres, more or less.

EXCEPTING from "Woodlawn", however, a parcel of said lands lying near Centreville, containing about eight acres, which was conveyed by Woolman I. Gibson and wife to George W. Taylor by Deed bearing date the 20th day of January, 1869, and recorded in Liber J W No. 1, folio 290, a Land Record Book for Queen Anne's County.

(See Deed from W. Hopper Gibson to Mrs. Jacobs dated June 27, 1898, and recorded in Liber W H C #8, folio 74, etc., a Land Record Book for Queen Anne's County.) (See Exhibit #6, filed herewith).

J - "Briarfield" - All of that lot, tract, parcel or part of a tract of land situate, lying and being in the 6th Election District of Queen Anne's

County, Maryland, on the right side of the public road leading from the town of Centreville to Ruthsburg, adjoining the lands of Nannie McK. Jacobs, Charles F. Busteed, William Emerson, et al, and containing 196 Acres of land, more or less.

(See Will of A. C. B. Jacobs and Will of J. K. H. Jacobs filed herewith as Exhibits 3 and 4).

K - "Turpin House" - All that lot of land, improved by a two story frame dwelling house situate on the West side of Commerce Street, in the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, adjoining on one side the property of Mrs. Susan Tucker, on the other side the property occupied by the said Annie McK. Jacobs, and adjoining in the rear the property of Dr. Horace M. Davis, with a width or frontage of thirty-one feet and six inches, more or less, and extending back with a uniform width of thirty-one feet and six inches, more or less, a distance of one hundred and sixty-five feet, more or less, to the said property of Dr. Horace M. Davis.

(See Deed from Madison Brown, Trustee, to Mrs. Jacobs in Liber W F W #11, folio 424, a Land Record Book for Queen Anne's County, copy of which is filed herewith as Exhibit #8).

L - "Little Needwood" - All that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County on the right hand side of the public road leading from Centreville to Carville Station, known as "Little Needwood", adjoining the lands of Henrietta McKenney Holton, the lands of the Queen Anne's and Kent Rail Road and the lands of James T. Earle and Richard T. Earle, Trustees, and containing 202 Acres of land, more or less.

(See Deed from James T. Earle and Richard T. Earle, Trustees, in Liber B H T #8, folio 359, a Land Record Book for Queen Anne's County, copy of which is filed herewith as Exhibit #7).

NOTE: Certified copies of the said Deeds to Nannie McK. Jacobs (sometimes called or designated Annie McK. Jacobs) are filed with this Bill and prayed to be taken as part thereof, and, in addition to the certified copies of the Deeds to Mrs. Jacobs, your Complainant files with this Bill, as part thereof, certified copies of the Will of said Nannie McK. Jacobs, with Codicil thereto, and also files certified copy of the Will of Caroline A. C. B. Jacobs and the Will of Doctor J. K. H. Jacobs, the latter two Wills relate only to the Title to the Woodyard Farm and the Briarfield Farm, The Woodyard Farm not being involved in these proceedings. A certified copy of the Will and Codicils thereto of William McKenney, the elder, is also filed with this Bill and prayed to be taken as part of the Bill. These aforesaid respective Wills and Deeds are marked as follows:

Wills

Will and Codicil of Annie McK. Jacobs - "Exhibit #1".
 Will and Codicil of William McKenney - "Exhibit #2, and Exhibit#2-A".
 Will of Annie C. B. Jacobs - "Exhibit #3".
 Will of Dr. J. K. H. Jacobs - "Exhibit #4".

Deeds

"Exhibit #5" - for 1.7 Acres added to "Conquest Farm".
 "Exhibit #6" - for "Woodlawn" residence tracts.
 "Exhibit #7" - for "Little Needwood" tract.
 "Exhibit #8" - for "Turpin Residence" property.

6. THAT William McKenney, now deceased, who was the brother of said Nannie McK. Jacobs and who was the original Trustee in the aforesaid Chancery Cause #2122 in this Court, and the several successive Trustees of the trust estate, have filed their Annual Reports of Gross Rents, Issues and Income from the trust and the several Accounts have detailed the annual expenditures therefrom for repairs to farm dwellings and outbuildings and village residence property, and for the replacement and repair of farm fencing and for fertilizer and seeds, and for the commissions and costs incident to the trust; and annual statements and reports of the net annual income from the trust estate were exhibited to her and annual payment was made to said Annie, or Nannie, McK. Jacobs of the net annual income during her life, and since her decease have been made to her surviving Executor, your orator, from and after her decease. The Annual Trustees' Reports also disclose fully the amount and character of all Corpus of the Trust at the time of the reporting; and the annual net income received was receipted for over the signature of the Life Beneficiary of the trust.

Since the death of the said Life Beneficiary, all income accrued and accruing from and after her death has been received by the Complainant from the Trustee.

7. THAT your Complainant in this Cause, on April 14, 1942, filed in the office of the Register of Wills of Queen Anne's County his First and Final Administration Account of the personal estate of said Nannie McK. Jacobs, and said account was finally ratified by the Orphans' Court for Queen Anne's County and all claims filed against her estate have been fully paid and satisfied. A certified copy of said Administration Account is filed with the Bill, as part thereof, marked "Exhibit #9". A short Distribution Account therewith filed shows a balance of Four Hundred Seventy-one Dollars and Twenty-one Cents (\$471.21) for distribution under Item 8 of the Will of the Testatrix. (See Exhibit #9, filed herewith).

8. THAT in Item 1 of her aforesaid Will, the Testatrix directs payment of her debts, funeral expenses and costs of administration from her personal estate;

In Item 2, she gives and bequeaths to her two sons, J. Kent H. and William Jacobs, her jewelry and household furniture to be divided between them;

In Item 3 of her Will, the Testatrix disposes of the "Woodyard Farm" acquired under the Will of Doctor J. K. H. Jacobs, deceased;

In Item 4 of her Will, she devised her undivided right, title, int-

erest and estate in the "Mill Farm", but thereafter, and before her death, sale was made of her interest therein;

In Item 5 of her Will, the Testatrix provides as follows: "All the rest, residue and remainder of my estate and property, real and mixed, held or owned by me in possession, remainder, reversion, or otherwise, including as part thereof, all real estate in which I have an interest for life under and by virtue of the last will and testament of my deceased father, William McKenney, dated the 12th day of May, in the year 1883, and the Codicils thereto, which said will and codicils have been duly admitted to probate by the Orphans' Court for Queen Anne's County, Maryland, and duly recorded among the Will Record Books for said County, in Liber F. R. No. 2, folio 29 &c., and which said property I am authorized and empowered, by the terms of said will to dispose of by last will and testament, which said authority and power I desire to and do hereby exercise, I do give and devise unto my executors hereinafter named, the successor and survivors of them, as the case may be, to be held by them in trust for the purposes of this will and for the benefit of my two sons, Kent and William, until the appointment by the Circuit Court for Queen Anne's County, in Equity, of Trustees to receive, have hold, manage, let, rent and carry on the respective shares and distributive parts thereof of my said two sons as hereinafter provided, and until their qualification to act as Trustees under the provisions of this will and of the Order of the Court making such appointment, at which time my executors shall surrender and deliver up to said Trustees all of said estate, real and mixed, according to the provisions of this will and the division thereof.";

In Item 6 of her Will, the Testatrix provides as follows: "I do will and direct that, as soon after my decease as may be convenient and practicable and within a period of two years, my executors shall make application to the Circuit Court for Queen Anne's County, in Equity, for the partition and allotment of my said estate, real and mixed, including therein all property, real and mixed, over which I have the power of disposition by the terms of the aforesaid last will and testament of my deceased father, William McKenney, among my said two sons, Kent and William, in equal parts as to the value (in case of unavoidable inequality in value, the same shall be adjusted and equalized by the award of money to be paid by the one or the other so as to equalize said division and allotment and said award of money shall be a lien and charge upon the real estate of the one by whom the same is to be paid, until paid and discharged) by the appointment of five suitable and judicious citizens of Queen Anne's County, familiar with values of real estate, as a commission to divide and report the same to said Court for its confirmation or rejection &c., until the same shall have been consummated and confirmed, and in said application to the Court there shall be embodied an application for the appointment of suitable Trustees for my two sons who will receive the trust in their respective behalves, to receive, have hold, manage, rent, let, lease, farm and farm let their respective estate as hereinafter more specifically set forth, and which Trustees shall file a bond in said Court in such penalty as said Court may direct with a Trust Company, approved by said Court, as surety thereon, for the preservation, safety and security of the trust estate, for the proper management thereof and for the performance of the duties of their respective trust under this will and under the respective orders of appointment by said Court, or any future orders of said Court passed in reference to their trust estate in their respective trusts. And I do request and empower said Circuit Court for Queen Anne's County, in Equity, from time to time as occasion may require, from death, resignation, inability, or from any other cause, to appoint and substitute new trustees during the continuance of the trust hereby engrafted on my property and estate and it is my desire that my said sons be consulted by the Court in the selection of their respective Trustees in so far as the Court may adjudge proper and safe; but no further.";

In Item 7 of her Will, the Testatrix provides as follows: "I do will and direct that, after the appointment and qualification of the Trustees as aforesaid, the respective Trustees shall receive, have, hold, manage, lease and farm let the respective shares and allotments of my estate, real and mixed, during the respective lives of my said two sons, Kent and William, and I do hereby empower and charge that the respective Trustees, to be appointed by the Court as aforesaid under the provisions of this will, shall keep their respective trust estates in order and repair, pay special attention to the fertility and productiveness thereof, and shall receive and collect the rents, profits, issues and income from their respective trust estates and, after deducting from said rents, profits, issues and income all necessary expenses incident to the trust estate and to the care and preservation thereof, shall pay over, semi-annually, the net rents, profits, issues and income to them respectively and personally during their respective lives and upon the death of each of my said sons the trust as to his respective allotment and proportion shall immediately terminate and the corpus and increase thereof shall pass to and vest in his issue living at the time of his death, or in such person or persons as he, by last will and testament, may devise and direct, free, clear and discharged of the trust herein and engrafted thereon; and, in case of his death without issue living, at the time of his death, and without the exercise of the power of appointment by last will and testament, given by this will, I do will, direct and devise that his share and allotment shall devolve upon and become the absolute estate and property of the survivors, and, in case the last survivor shall die without leaving issue living at the time of his death and without exercising the power of appointment by last will and testament, then, and in that event, his proportion and allotment shall pass to and vest in such person or persons as shall be my heirs at law at the time of his death.

In Item 8 of her Will, the Testatrix provides as follows: "I do will and direct that all the rest and residue of my personal estate, after the payment of my just debts, funeral expenses and costs of administration (except such personal property as I have hereinbefore specifically disposed of), shall be held by my executors until the appointment and qualification of the respective Trustees of the real estate, as hereinbefore provided, and then by said several Trustees of my said two sons, Kent and William, in trust for their respective use and benefit to be invested and re-invested, from time to time, by said respective Trustees and the income therefrom paid over, semi-annually, to my two sons, personally and respectively: when my son, Kent, shall reach the age of twenty five years the trust shall cease as to one half of the corpus of his respective trust estate and the same shall be paid over to him absolutely and when he shall reach the age of thirty years the trust as to his remaining one half shall also cease and the corpus thereof shall be paid over to him absolutely: and when my son, William, shall reach the age of twenty five years the trust shall cease as to one half of the corpus of his respective trust estate and the same shall be paid over to him absolutely and when he shall reach the age of thirty years the trust as to his remaining one half shall also cease and the same shall be paid over to him absolutely: and in case

of the death of either or both of my said sons before the time shall arrive for the payment to them, respectively, of the corpus of their respective trustestates herein created in reference to the residue of my personal estate and without disposition thereof having been made by last will and testament, then, and in that event, the said corpus, and any part thereof then remaining, shall pass in the same manner as hereinbefore provided for in reference to the real estate devised to each of them in trust by this will.";

In Item 9 of her Will, the Testatrix provides as follows: "I do hereby authorized and empower either and both of my said sons, Kent and William, after they arrive at the age of twenty one years, to dispose of, by last will and testament legally executed, all property herein devised and bequeathed to them, respectively, in trust.

In Item 10 of her Will, the Testatrix provides as follows: "I do hereby empower the respective Trustees of my sons, Kent and William, to sell their respective share of the real estate held in trust, or any part thereof, under the decree of the Circuit Court for Queen Anne's County, in Equity, upon satisfactory proof that it is advantageous and to the best interest of the Cestui Qui Trust and to have, hold, manage, invest and re-ninvest the proceeds of sale for the benefit of his Cestui Qui Trust as provided in case it had remained land and subject to the same devolution of title and power of disposition by last will and testament of the Cestui Qui Trust.";

In Item 11 of her said Will, two Executors thereof are named to carry out its provisions and by Codicil such Executors are changed and in lieu thereof the Testatrix nominates and appoints her two sons, J. Kent H. Jacobs, now deceased, and your Orator, and further in said Codicil bequeaths to one of her said granddaughters, Anne McK. Jacobs, her six (6) shares of the capital stock of The Centreville National Bank of Maryland, and in other respects does ratify and confirm her said Last Will and Testament bearing date of August 13, 1910.

9. THAT your Complainant is advised and charges that it is expedient and desirable that, under the terms and provisions aforesaid of the Last Will and Testament of said Nannie McK. Jacobs, dated August 13, 1910, the aforesaid real estate of which said Testatrix died seized and possessed, (and mentioned and described in Paragraph #5 of this Bill as her individual real estate), and the aforesaid Corpus of the trust estate over which said deceased Testatrix exercised the power of disposition and appointment given her under the aforesaid Will and Codicils thereto of her said father, William McKenney, the elder, consisting of the first real estate mentioned and described in said Paragraph #5 of this Bill, should be valued severally and as an entirety and should then, under the jurisdiction of this Honorable Court, be divided and allotted amongst Anne McK. Jacobs and Frances Kent Jacobs, only children and only issue of said J. Kent H. Jacobs, deceased, the Respondents in this cause, and your Orator in the proportions as follows: one-fourth (1/4) of the whole in value of said real estate should be allotted to Anne McK. Jacobs; one-fourth (1/4) of the whole in value of said real estate to Frances Kent Jacobs; and one-half (1/2) of the whole in value of said real estate to William McKenney Jacobs, your Orator. The real estate to be allotted to your Orator, however, is to be allotted and held in trust and subject to the terms and provisions of said Will and Codicil of said Nannie McK. Jacobs, the trustee to be later designated by the Court.

10. THAT your Orator makes known to this Court that it is necessary that this Honorable Court assume jurisdiction in the premises and appoint a commission of five (5) suitable and judicious citizens of Queen Anne's County, familiar with values of real estate, as a Commission to divide and report the same to the Court for its confirmation or rejection, etc., until the same shall be consummated and confirmed, as provided by the aforesaid Will of said Nannie McK. Jacobs; and particularly in Item 6 of said Will wherein it is stated that in case of unavoidable inequality in value, the same shall be adjusted and equalized by the award of money to be paid by the one or the other so as to equalize said division and allotment and said award of money shall be a lien and charge upon the real estate of the one by whom the same is to be paid, until paid and discharged. The costs and expenses incident to these proceedings and of the execution and return of the said Commission should be apportioned and payment thereof provided for as follows: 1/2 thereof by the Complainant and 1/4 thereof by each Respondent.

TO THE END THEREFORE:

A - THAT the said hereinabove named Respondents, Anne McK. Jacobs and Frances Kent Jacobs, minor children and only issue of J. Kent H. Jacobs, late of Queen Anne's County, deceased, may answer the premises and that a Decree may be passed by this Honorable Court for the division and allotment of real estate and property aforesaid, among the persons entitled thereto according to their respective interests therein as aforesaid;

B - THAT five (5) male citizens of Queen Anne's County may be appointed by this Honorable Court as a Commission to value and to divide and allot the real estate aforesaid under the terms and provisions of said Last Will and Testament of said Nannie McK. Jacobs, deceased;

C - THAT this Honorable Court may assume jurisdiction in the premises and pass all Orders and Decrees requisite or necessary to give full force and effect to the provisions and terms of said Will and Codicil of said Nannie McK. Jacobs, deceased, relating to the real estate and property held by her in her own right and the property and estate over which the said Nannie McK. Jacobs was given the power of disposition under the terms and provisions of the said Last Will and Testament and the Codicils thereto of her father, William McKenney, the elder.

D - THAT your Orator may have such other and further relief as his case may require;

MAY it please your Honors to grant unto your Orator the Writ of Subpoena directed to the Sheriff of Dorchester County, Maryland, against the said Respondents, who are both minors and both of whom reside with their mother, Frances I. Jacobs, a resident of Dorchester County, aforesaid, and who is now, by appointment of the Orphans' Court of Queen Anne's County, the acting Guardian of said Respondents, commanding them and each of them to be and appear in this Court at some certain day to be named therein, and answer the premises and abide by and perform such Decree as may be passed therein.

by the terms of said will, to dispose of by last will and testament, which said authority and power I desire to and do hereby exercise, I do give and devise unto my executors hereinafter named, the successor and survivors of them, as the case may be, to be held by them in trust for the purposes of this will and for the benefit of my two sons, Kent and William, until the appointment by the Circuit Court for Queen Anne's County, in Equity, of Trustees to receive, have hold, manage, let, rent and carry on the respective shares and distributive parts thereof of my said two sons as hereinafter provided, and until their qualification to act as Trustees under the provisions of this will and of the Order of the Court making such appointment, at which time my executors shall surrender and deliver up to said Trustees all of said estate, real and mixed, according to the provisions of this will and the division thereof.

6. I do will and direct that, as soon after my decease as may be convenient and practicable and within a period of two years, my executors shall make application to the Circuit Court for Queen Anne's County, in Equity, for the partition and allotment of my said estate, real and mixed, including therein all property, real and mixed, over which I have the power of disposition by the terms of the aforesaid last will and testament of my deceased father, William McKenney, among my said two sons, Kent and William, in equal parts as to the value (in case of unavoidable inequality in value, the same shall be adjusted and equalized by the award of money to be paid by the one or the other so as to equalize said division and allotment and said award of money shall be a lien and charge upon the real estate of the one by whom the same is to be paid, until paid and discharged) by the appointment of five suitable and judicious citizens of Queen Anne's County, familiar with values of real estate, as a commission to divide and report the same to said Court for its confirmation or rejection &c., until the same shall have been consummated and confirmed, and in said application to the Court there shall be embodied an application for the appointment of suitable Trustees for my two sons who will receive the trust in their respective behalfs, to receive, have hold, manage, rent, let, lease, farm and farm let their respective estate as hereinafter more specifically set forth, and which Trustees shall file a bond in said Court in such penalty as said Court may direct with a Trust Company, approved by said Court, as surety thereon, for the preservation, safety and security of the trust estate, for the proper management thereof and for the performance of the duties of their respective trust under this will and under the respective orders of appointment by said Court, or any future orders of said Court passed in reference to their trust estate in their respective trusts. And I do request and empower said Circuit Court for Queen Anne's County, in Equity, from time to time as occasion may require, from death, resignation, inability, or from any other cause, to appoint and substitute new trustees during the continuance of the trust hereby engrafted on my property and estate and it is my desire that my said sons be consulted by the Court in the selection of their respective Trustees in so far as the Court may adjudge proper and safe; but no further.

7. I do will and direct that, after the appointment and qualification of the Trustees as aforesaid, the respective Trustees shall receive, have, hold, manage, lease and farm let the respective shares and allotments of my estate, real and mixed, during the respective lives of my said two sons, Kent and William, and I do hereby empower and charge that the respective Trustees, to be appointed by the Court as aforesaid under the provisions of this will, shall keep their respective trust estates in order and repair, pay special attention to the fertility and productiveness thereof, and shall receive and collect the rents, profits, issues and income from their respective trust estates and, after deducting from said rents, profits, issues and income all necessary expenses incident to the trust estate and to the care and preservation thereof, shall pay over, semi-annually, the net rents, profits, issues and income to them respectively and personally during their respective lives and upon the death of each of my said sons the trust as to his respective allotment and proportion shall immediately terminate and the corpus and increase thereof shall pass to and vest in his issue living at the time of his death, or in such person or persons as he, by last will and testament, may devise and direct, free, clear and discharged of the trust herein and engrafted thereon; and, in case of his death without issue living, at the time of his death, and without the exercise of the power of appointment by last will and testament, given by this will, I do will, direct and devise that his share and allotment shall devolve upon and become the absolute estate and property of the survivors, and, in case the last survivor shall die without leaving issue living at the time of his death and without exercising the power of appointment by last will and testament, then, and in that event, his proportion and allotment shall pass to and vest in such person or persons as shall be my heirs at law at the time of his death.

8. I do will and direct that all the rest and residue of my personal estate, after the payment of my just debts, funeral expenses and costs of administration (except such personal property as I have hereinbefore specifically disposed of), shall be held by my executors until the appointment and qualification of the respective Trustees of the real estate, as hereinbefore provided, and then by said several Trustees of my said two sons, Kent and William, in trust for their respective use and benefit to be invested and re-invested, from time to time, by said respective Trustees and the income therefrom paid over, semi-annually, to my two sons, personally and respectively: when my son, Kent, shall reach the age of twenty five years the trust shall cease as to one half of the corpus of his respective trust estate and the same shall be paid over to him absolutely and when he shall reach the age of thirty years the trust as to his remaining one half shall also cease and the corpus thereof shall be paid over to him absolutely: and when my son, William, shall reach the age of twenty five years the trust shall cease as to one half of the corpus of his respective trust estate and the same shall be paid over to him absolutely and when he shall reach the age of thirty years the trust as to his remaining one half shall also cease and the same shall be paid over to him absolutely: and in case of the death of either or both of my said sons before the time shall arrive for the payment to them, respectively, of the corpus of their respective trust estates herein created in reference to the residue of my personal estate and without disposition thereof having been made by last will and testament, then, and in that event, the said corpus, and any part thereof then remaining, shall pass in the same manner as hereinbefore provided for in reference to the real estate devised to each of them in trust by this will.

9. I do hereby authorize and empower either and both of my said sons, Kent and William, after they arrive at the age of twenty one years, to dispose of, by last will and testament legally executed, all property herein devised and bequeathed to them, respectively, in trust.

10. I do hereby empower the respective Trustees of my sons, Kent and William, to sell their respective share of the real estate held in trust, or any part thereof, under the decree of the Circuit Court for Queen Anne's County, in Equity, upon satisfactory proof that it is advantageous and to the best interest of the Cestui Qui Trust and to have, hold, manage, invest and re-invest the proceeds of sale for the benefit of his Cestui Qui Trust as provided in case it had remained land and subject to the same devolution of title and power of disposition by last will and testament of the Cestui Qui Trust.

11. I do hereby constitute and appoint my brother, William McKenney, and Thomas J. Keating to be the Executors of this my last will and testament, clothing them with full power and authority to carry into operation and effect its terms and provisions and requesting that they give bond with a trust company as surety thereon, and I do hereby revoke any and all wills and codicils heretofore made by me.

In testimony whereof I have hereunto subscribed my name and affixed my seal, this thirteenth day of August, in the year nineteen hundred and ten.

NANNIE McK. JACOBS (SEAL)

Signed, sealed, published and declared by the above named Testatrix, Nannie McK. Jacobs, 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.

William L. Holton
J. Fletcher Rolph

I, Nannie McK. Jacobs, of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, having heretofore made my last will and testament, bearing date the thirteenth day of August, in the year nineteen hundred and ten, which said last will and testament I desire to modify as hereinafter expressed, now, therefore, I do make, publish and declare this to be a codicil to my said last will and testament, that is to say:

ITEM ONE. I do hereby give and bequeath to my grand-daughter, Anne McKenney Jacobs, my six shares of the capital stock of The Centreville National Bank of Maryland, absolutely.

ITEM TWO. I do hereby revoke Item Eleven of my said last will and testament wherein I constituted and appointed my brother, William McKenney, now deceased, and Thomas J. Keating to be the Executors thereof; and I do hereby constitute and appoint my two sons, J. Kent H. Jacobs and William McK. Jacobs, to be the Executors of my said last will and testament, clothing them with full power and authority to carry into operation and effect its terms and provisions, and it is my wish and desire and I hereby direct that the said J. Kent H. Jacobs and William McK. Jacobs shall be excused from the necessity of giving bond for the performance of their duties as such Executors.

ITEM THREE. I do hereby ratify and confirm my said last will and testament, bearing date the thirteenth day of August, nineteen hundred and ten, in all respects except as herein modified by this codicil.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, this thirtieth day of May, in the year nineteen hundred and thirty:

Nannie McK. Jacobs (SEAL)

SIGNED, sealed, published and declared by the above named testatrix, Nannie McK. Jacobs, as and for a codicil to her last will and testament, bearing date the thirteenth day of August, nineteen hundred and ten, 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:

Spencer Wright

Wm. R. Horney

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

On the 6th day of May, A. D., 1941, came William McK. Jacobs, Custodian of the within and foregoing instruments of writing, purporting to be the last Will and Testament and Codicil thereto of Nannie McK. Jacobs, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will and Codicil 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 Safe Deposit Box of Nannie McK. Jacobs in The Centreville National Bank of Maryland on or about 15th day of April, A. D., 1941.

Sworn before

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

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

On this 6th day of May, 1941, personally appeared W. Layton Holton and made oath in due form of law that he was well acquainted with William L. Holton, the father of the said W. Layton Holdton, and who is now dead; That he was well acquainted with his handwriting and signature and that he believes that the signature as appearing as a witness to the last will and testament of Nannie McK. Jacobs, deceased, is in the handwriting of the said William L. Holton and is the true and genuine signature of the said William L. Holton; and the said W. Layton Holton further makes oath in due form of law that he is familiar with the handwriting and signature of J. Fletcher Rolph the other subscribing witness to the last Will and Testament of Nannie McK. Jacobs who is now ill and unable to attend the probate of the said will and that he believes that the

signature as appearing on the said last will and testament of of J. Fletcher Rolph as a witness thereto is the true and genuine signature of the said J. Fletcher Rolph.

Sworn in Open Court:

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

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

On the 6th day of May, 1941, came Spencer Wright and Wm. R. Horney, the two subscribing witnesses to the Codicil to the foregoing last Will and Testament of Nannie McK. Jacobs, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal said Codicil, that they heard her publish, pronounce and declare the same to be a Codicil to her last Will and Testament, and at the time of her so doing she was to the best of their apprehensions of sound and disposing mind, memory and understanding; and that they together with each other subscribed their names as witnesses to said Codicil 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 Instruments of Writing, purporting to be the last Will and Testament and Codicil thereto of Nannie McK. Jacobs, 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 Instruments of Writing and also the evidence adduced as to their validity, ORDERS and DECREES, this 6th day of May, A. D., 1941, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil thereto of the said Nannie McK. Jacobs, deceased.

Henry C. Bowen
C. Tilghman Bishop
Harry B. Moore
Judges of the Orphans' Court for Queen Anne's
County.

Filed Dec. 11th 1942.

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 and codicil thereto of Nannie McK. Jacobs, deceased, as filed and passed in this office on May 6, 1941 and recorded in Liber N. S. D. No. 1 Folio 212, 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 8th day of October 1942.

Orphans Court
Seal.

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

EXHIBIT #2
Filed Dec. 11th 1942.

In the Name of God, Amen!

I, William McKenney, of Queen Anne's County, State of Maryland do make, publish and declare this as and for my last will and testament.

First, and principally, I do will and direct that all my just debts, including costs of administration and carrying into practical operation the provisions of this will, shall be paid, and to that end do will and direct the sale of all my personal estate and effects, exclusive of my Bank Stock, Building Association Stock, my household furniture at my Dwelling Home in Centreville and such articles as I shall hereinafter specifically or otherwise dispose of.

Secondly - In case it shall be absolutely necessary, and not otherwise, I do will and direct the sale of such of my Real Estate to pay and discharge my debts as my Executors hereinafter named may select, choose and determine on in the exercise of their best judgment, looking to the best interests of my Devisees under this will and governed in their selection thereof by such considerations as remoteness of situation and consequent difficulty of oversight and management, unproductiveness and consequent unprofitableness, expensiveness of keeping in repair, availability for the purposes of Sale &c.

In the third place: I do give and devise my dear wife, Evelyn J. McKenney, in case she shall survive me, in lieu of and in full satisfaction of her dower

estate and interest in my Real and Personal Estate an annuity of the clear sum of two Thousand dollars to be paid to her in semi-annual instalments from the date of my decease, so long as she shall live and to be a lien and charge on all my Real Estate, excepting the Walnut Grove Farm & Rye Patchfield and such Real Estate, if any, as may be sold to pay debts &c as hereinbefore provided:

In the Fourth place: I do give and devise unto my dear wife, Evelyn J. McKenney, in case she shall survive me, in recognition of her sweet and kindly disposition towards me and my children as exemplified in her life and conduct towards me and them since our marriage the Walnut Grove Farm with the adjacent Rye Patchfield, incorporated therewith, part of my purchase of Francis Council and lying on the left of the Public Road from Green Lots to Reed's Creek Farm, to have and to hold the same as her absolute estate and property in fee simple.

In the fifth place, I do give and bequeath to my son, John McKenney, my Gold watch and chain and the sideboard, the same being gifts to me from my Father.

In the Sixth place: I do give and bequeath the my daughter Ella L. Mitchell, my tea service and set of castors and the Photographs or Likenesses in Oil of myself and her mother.

In the Seventh place: I do give, and bequeath to my daughter, Maria M. McKenney, the writing desk which belonged to my Mother and the likeness of myself and her Mother taken in Steel shortly after our marriage

In the Eighth place: I do give and bequeath to my daughter Annie McKenney, my eight day clock valuable as an old Family Piece of furniture, to my daughter Hennie G. McKenney, the Photograph or likeness in oil of her GrandFather in frame like that enclosing the likeness of myself, as also that of her mother and to my son, William McKenney the Portrait of his Grand Father, John McKenney taken at twenty one years of age; and to my daughter Hattie McKenney the Walnut Book Case in the Library at Home.

In the Ninth place; I do give and bequeath to my dear wife in case she shall survive me the Photograph of myself in Steek in the breakfast room at home, endorsed by me across the back thereof for her use;

In the Tenth place: I do give and bequeath all the rest and residue of my Household and Kitchen Furniture at my Dwelling, together with all ornaments, pictures, articles of virtue &c to be equitably and equally distributed among my children by my Executors hereafter named, consulting the wishes of my children in the distribution thereof as far as may be practicable.

In the Eleventh place: It is my wish and desire that my wife and children shall continue to live together as a family as long as may be mutually desirable, convenient and practicable, upon such terms as to the support and management thereof as they may agree among themselves to be fair right and equitable, and that if this mode of living is carried out, that so long as it shall continue, those for the time being forming part of the family shall hold and use their respective proportions of my household and kitchen furniture for the uses of the family.

In the Twelfth place: In case of my decease before the decease of Aunt Harriet, I do give unto her a generous support and maintenance, out of my estate supplementary to and after the exhaustion of her own income and also that her burial expenses on the same scale as that of her brothers before her shall be taxed to and defrayed out of my estate also.

In the Thirteenth place: It is my will and desire, in case of my decease before my sister, Annie Tilghman, that she shall not be required to pay any monies due to me for advances made her, (this is understood not to embrace monies paid to her on account, which are to be charged up against her as credits), but all the evidences for actual advances made her and held by me shall be released and delivered to her, and I do furthermore will and direct that she shall be paid annually out of my estate the sum of Five Hundred Dollars as long as she lives in semi-annual instalments from the date of my decease.

In the Fourteenth place: I do give and devise unto my son, John McKenney, My Home Place in Centreville as now held and constituted, subject nevertheless to the trusts by this will engrafted on all my Real Estate, with power by and with the advice and consent of his Trustee for the time being to dispose of, sell and grant such outlying portions thereof as he may deem proper and desirable, I also empower, John McKenney, if he shall prefer not to have said Home Place and anyone of my other children shall desire to have and possess it, with the consent of such other child, to substitute said child to this devise with the same powers and subject to the same trusts as said child's share of my estate under the provisions of this will. This property is to be valued along with my other property and estate as part and parcel thereof and in the distribution of my Real Estate to be taken and considered as part of John's share, or the share of such other child as may desire and consent to take the same as aforesaid.

In the Fifteenth place: All the rest, residue and remainder of my Real Estate (including however the Home Place as part thereof as provided in the preceding Item of this will, I do give and devise unto my Executors hereinafter named, the successors or survivors of them as the case may be, to be held by them in trust for the purposes of this will and for the benefit of my children until the appointment by the Circuit Court for Queen Anne's County as a Court of Equity of Trustees to receive, have, hold, manage, farm (and farm let the same), the respective shares and distributive parts thereof of my children as hereinafter provided, and their qualification under the Order of the Court to act as Trustees, at which time my Executors shall pass over to, surrender, and deliver up to said Trustees all said Real Estate according to the provisions of this will and the division thereof.

In the Sixteenth place: I do will and direct that as soon after my decease as may be convenient and practicable my Executors shall make application to the Circuit Court for Queen Anne's County in Equity for the partition and allotment of my Real Estate, (excepting that hereinbefore disposed of) among my children in equal parts as to value, (in case of any unavoidable inequality in value the same to be adjusted and equalized by the award of money to be paid so as to equalize said divisions and allotments,

said awards if money to be a lien and charge on the share of Real Estate of the child or children by whom the same is to be paid until paid and discharged) by the appointment of a commission of five discreet, sensible and Judicious freeholders of Queen Anne's County to divide and report the same to said Court for its confirmation or rejection & until the same shall have been consummated and in said application to the Court to embody an application for the appointment of suitable Trustees for my several and respective children who will accept the several trusts in their respective behalves, to receive, have, sold, manage, farm and to farm let and rent their several and respective estates as hereinafter more specifically set forth and to name the penalty and approve the bond to be given by said several Trustees for the safe, secure and proper management, of the duties of their respective trusts; and I do request and empower said Circuit Court from time to time when occasion shall require it from death, resignation or inability to act, or any other cause, to appoint and substitute new Trustees during the continuance of the trusts hereby engrafted on my property and estate, and it is my wish and desire that my children shall be consulted by the Court in the selection of their respective Trustees so far as the Court shall adjudge safe right and proper, but no farther.

In the Seventeenth place: I do will and direct that my Executors shall hold as aforesaid until the appointment and qualification of Trustees as aforesaid my Real Estate and the respective shares and proportions thereof of my several and respective children and that thereafter their several and respective Trustees shall have, hold, manage, farm and to farm let their several and respective shares and proportions thereof as follows, to wit: in case of my sons, in trust to have, hold, manage, farm, rent and to farm let the same as to one half part thereof until and as they shall severally and respectively arrive at twenty five years of age, when the trust as to said half part shall cease and determine and the Trustee in the case shall according to the original valuation thereof in the division between my children deliver over to, yield up and surrender to said son arriving at twenty five years of age said half part of his share of my Real Estate, as to the other half part thereof until they shall severally and respectively arrive at thirty years of age, when the trust as to said remaining half, shall cease and determine in like manner and the said Trustee of the son so arriving at thirty years of age shall yield up, deliver and surrender the remaining half of his share of my Real Estate to the son so arriving at thirty years of age; provided the Trustee so having the same in charge shall be satisfied after careful examination and investigation into the property and pecuniary condition and affairs of said son and the management of his first half of his share of my Real Estate that it will not be unsafe or improvident to do so, and if in the exercise of his judgment he considers it unsafe or improvident to yield up, deliver and surrender to him said last half of his share of my Real Estate, then said remaining half part thereof is to be held by said Trustee and his successors for the benefit of my son and his issue as in the case of this trust engrafted on the devises to my daughters:- as to my daughters their said several Trustees are to have, hold, manage, rent, farm and to farm let their several and respective shares of my Real Estate during the several and respective lives of my several daughters and for the period of twenty one years thereafter, or until their several and respective children or issue shall have arrived at twenty one years of age, if the same shall occur within that period, I do hereby empower and charge the several and respective Trustees, to be appointed by the Circuit Court for Queen Anne's County in Equity as aforesaid, to have, hold, manage, farm, rent and to farm let the Real Estate which under the provisions of this will and their appointment they shall have in charge in trust for the benefit of their respective cestui que trusts and after the necessary expenditures for keeping said property in order and repair and keeping up its fertility according to the rules of a provident husbandry, to receive and collect and pay over the income of the same to their several and respective cestui que trusts in the case of my sons, to the, personally and in the case of my Daughters to them personally, and after their decease, within the limits of the trust to their issue as hereinbefore provided:-

In the Eighteenth place: In the case of the death of any one of my children without issue and without the exercise of the power of disposition by last will and testament given by this will, I do will, direct and devise that his or her share of my Real Estate shall devolve upon and become the estate and property of the survivor or survivors free, clear, and discharged of the trust engrafted on the same by this will and I do hereby empower any one and all of my children in case of his or her death after twenty one years of age and during the continuance of the trust engrafted on his or her estate by this will to dispose of the same by last will and testament free, clear and discharged of said trust;

In the Nineteenth place: I do give will and bequeath all my personal estate, including my Bank Stock, Building Association Stock, surplus of personal estate directed to be sold after payment of my debts &c, if any surplus of Real Estate authorized to be sold, if any sold and there exists any surplus, after equalizing my son, William and my Daughter Hattie, with my other children by first paying to them thereout respectively a sum of money equivalent to what my other children have or shall receive from their Grand Mothers Estate, (or under the will of Mrs. Dall to be divided equally among all my children but nevertheless to be held by my Executors until the appointment and qualification of the respective Trustees of my children, and then by said several Trustees of my children in trust for their use and benefit and in case of the death of any one or more of them leaving issue, for the benefit of said issue, as in the case of their several and respective shares of my Real Estate, and the same to invest and reinvest from time to time, and the income thereof to pay over to my said several children or in case of their death with issue as aforesaid to their issue, as in case of the income from my Real Estate as hereinbefore provided and with like powers of disposition by last will and testament as to the corpus of the fund or income as in case of their respective shares of my Real Estate and in case of the death of any one or more of them without leaving issue surviving at the time of his or her death and without a last will or testament to the survivor or survivors of them as in case of their respective shares of my Real Estate.

In the Twentieth place: By and with the advice and by the decree of the Circuit Court for Queen Anne's County in Equity, on proper and satisfactory proof, I do hereby empower anyone or more of the respective Trustees of my respective children, if advantageous to the best interest of his or their cestui que trusts, at any time to sell the respective share of my real estate of his or their respective cestui que trust and the proceeds thereof to have, hold, manage and invest for the benefit of his or their cestui que trust as provided in case it had remained land and subject to the same devolution of title or power of disposition by the cestui que trustes, excepting the Home Place or the Dwelling in Centreville with such adjacent land in front in the rear, and on either side thereof as properly belongs thereto which I do not wish sold or disposed of during the period covered by the trust applicable thereto and which I would prefer should not be so sold

so long as it can be retained by the one who shall become entitled under the provisions of this will, wishing it to remain in the family.

In the Twenty first place: I would prefer in case my daughter Ella cannot conveniently from any cause removal from Queen Anne's County and remoteness of residence therefrom, delicate health, family cares &c take charge keep and raise my daughter Hattie, that my wife, Evelyn J. McKenney, shall have the charge of her, as also that my wife shall have the charge of my son, William, in case his sister Maria from any cause shall not be able to assume or discharge that duty and I do furthermore will and direct that my son, William shall be liberally educated and fitted and prepared to enter on some one of the learned professions as may more nearly suit his natural aptitude and the peculiar bent of his mind, and I do also give and devise absolutely to each one of my children the sum of two Hundred dollars to be paid to them respectively and to be expended by them in the purchase or procurement of some souvenir of myself and their mother.

Lastly I do hereby name and appoint John B. Brown, Philemon B. Hopper, and John McKenney to be the Executors of this my last will and testament, clothing them with full powers to carry into operation and effect its terms and provisions including the necessary power of sale of my Real Estate, if absolutely necessary to sell any thereof to pay debts, and I do expressly charge that my Bank Stock and Building Association Stock shall not be sold or disposed of to pay debts, but shall be preserved as a permanent investment for the benefit of my children as hereinbefore provided, and it is also my desire and I do so will and direct that my town property shall be excepted from the powers of sale herein contained and that from its greater facility of management it shall be retained as a permanent investment for my children under the provisions of this will, and I also desire and direct that in case of the decease of my wife previous to my decease the real estate hereinbefore devised to her in fee shall be divided and allotted among my children as part & parcel of the bulk of my Real Estate as hereinbefore provided, as also in case said devise in fee shall fail to go into effect the said devise in fee being hereby made contingent on the consent of my wife, Evelyn J. McKenney, to abide by the provisions, bequests and devises in this will contained and the contract and agreement between us made and entered into in reference thereto.

As witness my hand and seal this twelfth day (12th) of May, 1883.

Wm. McKenney (SEAL)

Signed, Sealed and declared by the above named Testator, William McKenney as and for his last will & testament in our presence and in the presence of each of us, who in his presence and in the presence of each of us and at his request have hereunto subscribed our names as witnesses thereto:

J. J. Hall

J. Fletcher Rolph

Wm. L. Holton

Queen Anne's County, Sct:
29th day of July, A. D. 1897

Then came J. J. Hall, J. Fletcher Rolph and William L. Holton, subscribing witnesses to the foregoing last will and testament of William McKenney, late of the County aforesaid deceased, and made oath on the Holy Evangely of Almighty God that they did see the testator therein named sign and seal the said Will, that they heard him publish pronounce and declare the same to be his last Will and Testament and that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding and that they respectively subscribed their names as witnesses to said will, in the presence and at the request of the said testator and in the presence of each other.

Cert per

Finley Roberts
Register of Wills for Queen Anne's Co.

I, William McKenney, of Queen Anne's County, State of Maryland do make, publish and declare this as and for a codicil to my last will and testament.

Item 1st. I do hereby re-affirm and re-publish my said last will made by me and dated on the 12th day of May 1883 except as herein and hereby altered, changed or modified.

Item 2nd. I do hereby name, substitute and appoint W. L. Holton my son-in-law, as one of the Executors of my said last will and this codicil in place and stead of my friend P. B. Hopper, named and appointed by the last clause of my will referred to and increase the number of said executors by adding thereto my friend W. L. Lowe of Queen Anne's County, being induced to make these changes by the altered condition of circumstances transpiring since the execution of the will referred to & the large increase in my Real Estate possessions, the substitution of W. L. Holton, being regarded by me to some extent as a matter or propriety and right and more especially intended as an expression of confidence in and regard for him as the husband of my Daughter Hennie, and the selection and appointment of W. L. Lowe being based on the fact of my knowledge of him as a practical and experienced Farmer, and of such freedom from public business pursuits as will enable him to give that attention to the management of my Real Estate as it will necessarily require.

Item 3rd. I do hereby alter and modify the provisions of the 17th clause of my will in reference to the estates given to my two sons as follows, to wit:-

It is now my will and desire that at the age of twenty five if they or either of them shall have attained that age at my decease or as soon thereafter as they or either of them shall attain that age, the one so attaining said age shall be entitled to have in possession and in absolute control, management and disposal and free from any trust one fourth of the estate given to him by my will and not one half thereof as hereinbefore provided in said 17th clause of my will: This alteration to apply to each of my sons at my decease and their arrival at 25 years of age: And as to the residue of the estate given to them or the remaining three fourths thereof; it is my will and desire and I do hereby provide and direct that the same shall be subject in each case to a trust similar in every respect

to the trusts engrafted in said 17th clause of my will on the devises to my several daughters, hereby revoking the discretionary powers therein given to the Trustees to have charge of the estates given to my two sons and hereby revoking the provisions of said 17th clause providing for investing them with possession &c at 30 years of age as provided &c. And as to said remaining three fourths of the estates given to my two sons I do hereby make applicable all the provisions of my will as to devolution of title and power to devise as are applicable to the estates given to my Daughters.

Item 4th. I amend the 18th clause of my will in that part which provides that in case of death of any one or more of my children without issue his or her portion shall go to the survivor or survivors of them by this additional provision and explanation that the terms survivor or survivors of them shall be intended to include and shall embrace the issue or descendants of any deceased child or children, the issue to take such part as the parent or parents would have taken in case he or she should have survived.

Item 5th. I do revoke so much of the last clause of my will as suggests or enjoins the keeping of my town property therein referred to as in the nature of a permanent investment owing to the altered condition of circumstances relating to the management and renting of said property and excepting the Home Place proper and the corner Brick Store subject the same to the same power of disposition by the trustees having the same in charge with the sanction of the Court as is provided in the 20th clause of my will in relation to my other Real Estate.

Item 6th. I do desire it clearly understood that the one fourth of the estate given to each of my two sons, to be possessed and controlled by them on their arrival at twenty five years of age and after my decease, is after my decease and their arrival at twenty five years of age, (and not until then) an absolute fee simple estate and until that time is subject to all the provisions of the trustee engrafted on the remaining three fourths thereof and to the same devolution of title and the same power of disposition by last Will.

Item 7th. I desire also to explain that the Tea Service left in the 6th Item of my will to my daughter Ella is not the solid silver service since acquired by me.

As witness my hand and seal this 15th day of December, 1888.

Wm. McKenney (SEAL)

Signed, sealed, published and declared to be a Codicil to his last Will by William McKenney, the above named Testator, in our presence and in the presence of each of us, who in his presence and in the presence of each of us and at his request have hereunto subscribed our names as attesting witnesses thereto.

Pere T. Forman

Ezekiel M. Forman

Queen Anne's County, Sct:
29th day of July, A. D. 1897

Then came Pere T. Forman and Ezekiel M. Forman, subscribing witnesses to the foregoing Codicil to the last Will and Testament of William McKenney, late of said county, deceased; and made oath on the Holy Evangely of Almighty God that they did see the testator therein named, sign and seal the said Codicil as and for a Codicil to his last will and testament; that they heard him publish, pronounce and declare the same to be his codicil to his last will and testament; and that 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 respectively subscribed their names as witnesses to said codicil to said last will and testament in the presence of and at the request of the said testator, and in the presence of each other.

Cert. per

Finley Roberts
Register of Wills for Queen Anne's
County

This is the Second Codicil to the last will and testament of me, William McKenney, of Queen Anne's County, State of Maryland, which is dated the twelfth day of May, in the year eighteen hundred and eighty three;

Whereas John B. Brown was by my said will nominated and appointed one of the executors thereof, and I now desire to revoke and annul his nomination and appointment as Executor thereof. Now, therefore, it is my will that the nomination and appointment of the said John B. Brown, as one of the executors of my said will shall be, and it is hereby revoked and annulled, and it is my will that Dr. J. K. H. Jacobs of Kent Co. in the State of Maryland, shall be, and he is hereby, appointed and substituted as one of the executors of my said will in the place of the said John B. Brown, with same powers and authority, as though he had been originally named as executor in my said will. In all other respects I confirm my said will and the first codicil thereto, emphasizing the wish in said will expressed that my daughter Hattie, shall be cared for by, and remain with, my wife as long as my said daughter shall remain unmarried, being satisfied by a married life of over fifteen years with my present wife that my said daughters happiness & welfare will be promoted by her observance of this wish.

In testimony whereof I have hereunto subscribed my name and affixed my seal this twenty second day of September, in the year eighteen hundred and ninety four.

Wm. McKenney (SEAL)

Signed, Sealed published and declared by William McKenney in our presence, as and for a Second codicil to his last will and testament dated the twelfth day of May in the year eighteen hundred and eighty three, who, at his request and in his presence and in the presence of each other, have subscribed our names as witnesses thereto.

E. M. Forman
 Clayton Wright
 P. B. Hopper

Queen Anne's County, Sct:
 29th day of July, A. D., 1897

Then came E. M. Forman, Clayton Wright and P. B. Hopper, subscribing witnesses to the foregoing Codicil to the last will and testament of William McKenney late of said county deceased, and made oath on the Holy Evangely of Almighty God that they did see the testator therein named sign and seal the said Codicil as and for a Codicil to his last will and testament; that they heard him publish, pronounce and declare the same to be a Codicil to his last Will and Testament; and that 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 respectively subscribed their names as witnesses to said Codicil to said last will and testament in the presence and at the request of the said testator and in the presence of each other.

Cert. per

Finley Roberts
 Register of Wills for Queen Anne's
 County.

Whereas I, William McKenney, of Queen Anne's County, State of Maryland, made a will, dated the twelfth day of May in the year eighteen hundred and eighty three to which I desire to make additions, now I declare this to be a Codicil thereto as follows, viz: In addition to the executors named in my said will and the codicils thereto, I hereby appoint my son, William McKenney, Jr., one of the executors of my said will and codicils thereto equally with them and as fully as if he had been appointed at the time and in the manner they were nominated; It is my Will, and I hereby direct that, before entering upon the discharge of the duties devolving upon them as such executors, all the executors named in my said will and the codicils thereto shall give bond for the faithful performance of their executorship with some Trust Company authorized by the laws of Maryland to become surety on such bonds as surety thereon.

It is my will, and I hereby direct that all accounts, evidences of debts and charges that I may have and hold at the time of my death against my son William McKenney, Jr. or against any other of my children shall be considered as part of my estate and collected by my executors; it being my intention that all such accounts, evidences of debt and charges shall be paid to my estate either by actual payment of same, or by charging same to, and thereby lessening the interest and share in my estate of the child against whom I may hold, or make them.

In testimony whereof I hereunto set my hand and seal, on this sixteenth day of February in the year eighteen hundred and ninety seven.

Wm. McKenney (SEAL)

Signed, sealed, published and declared by the above named testator, William McKenney, 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 hereunto subscribed our names as witnesses thereto.

J. F. Rolph
 Spencer Wright
 Spencer G. Newnam

Queen Anne's County, Sct.
 29th day of July, A. D., 1897

Then came J. Fletcher Rolph, Spencer Wright and Spencer G. Newnam, subscribing witnesses to the foregoing Codicil to the last Will and Testament of William McKenney, late of said County, deceased, and made oath on the Holy Evangely of Almighty God that they did see the testator, therein named, sign and seal the said Codicil as and for a codicil to his last will and testament; that they heard him publish, pronounce and declare the same to be a codicil to his last will and testament and that 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 respectively subscribed their names as witnesses to said Codicil to said Will and Testament in the presence of and at the request of said testator and in the presence of each other.

Test:

Finley Roberts
 Register of Wills for Q. A. County.

I, William McKenney, of Queen Anne's County, State of Maryland, having made by last will & Testament bearing date the twelfth day of May in the year eighteen hundred and eighty three, do now make, publish and declare this Codicil to be taken as part of the same.

First: Desiring to provide for the comfortable support of my wife, Evelyn J. McKenney and my two unmarried daughters Maria M. McKenney, and Harriet McKenney pending the settlement of my estate and the division of my property under the terms and directions of my said will and testament and the codicils thereto, I dedicate to that purpose, and give and bequeath unto my wife Evelyn J. McKenney, and my two unmarried daughters, Maria M. McKenney and Harriet McKenney, the rents, issues, income and profits of my two farms, in Queen Anne's County, known as the Doctor Wright Farm, now carried on by Mrs. Georgie Shortall (wife of Thomas F. Shortall) and the "Wye Farm" now carried on by John Bishop, to the extent and amount of thirty six hundred dollars, which may be unpaid at the time of my death, and if the same shall not be sufficient to pay to them the whole of said amount the deficiency shall be made up and paid out of the rents, issues income and pro-

fits from said two farms accruing after my death, as the same become due and collectible, until the whole of said amount shall be paid them. And I hereby direct the executors named in my said will and testament and Codicils to collect the said rents, issues, income and profits as promptly as possible and pay the same over, as soon as received and without delay to my said wife and two above named unmarried daughters, in equal sums to each of them, until the said sum of thirty six hundred dollars shall have been fully paid to them for their use and support while my estate shall be in course of administration and pending the division of my property among my widow, children, heirs at law, legatees and devisees. The rents, issues, income and profits so paid over for their support shall be charged against the respective interest proportions and shares in my estate awarded, to my said wife and two unmarried daughters named herein, in the division of my property, it not being my intention to increase or enlarge their share or the share of any of them in my estate thereby, but only to provide for them the means of support and maintenance while my estate is being administered, settled and divided. I have not made similar provisions for my other children because they are married and have sources of dependence and support independent of my estate, and are not compelled to rely upon me as those named herein are. I desire this codicil to be clearly understood as not making and distinction between my children. It is simply intended to protect those dependent upon me from possible embarrassment that cannot meet the others.

Second: In the 21st item of my said last will and testament, dated as herein above said, I have expressly charged that "my Bank Stock & Building Association Stock shall not be sold or disposed of for payment of debts but shall be preserved as a permanent investment for the benefit of my children", I hereby revoke so much of said 21st item as relates to my Building Association stock, (but only so much as relates thereto) and now will and direct that the executors named in my said will and codicils thereto, may, at their option, preserve my Building Association Stock as a permanent investment or sell or dispose of the same for the payment of debts they to act in preserving or selling said stock in that manner which seems to them for the best interest of my estate.

Third: I hereby ratify and confirm my said last will and testament bearing date the 12th day of May, 1883, and the codicils thereto, heretofore made, in every respect save so far as the same are inconsistent with this codicil.

In testimony whereof I have hereunto subscribed my name and set my seal, to this codicil to my last will and testament, this fourteenth day of July, in the year eighteen hundred and ninety seven.

William McKenney (SEAL)

Signed, sealed, published and declared by the said William McKenney as and for a codicil to 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.

Spencer Wright

Spencer G. Newnam

Queen Anne's County, Sct:
29th day of July, A. D. 1897.

Then came Spencer Wright and Spencer G. Newnam, subscribing witnesses to the foregoing codicil to the last will and testament of William McKenney, late of said county, deceased, and made oath on the Holy Evangely of Almighty God that they did see the the testator therein named sign and seal said codicil, as and for a codicil to his will and testament; that they heard him publish, pronounce and declare the same as and for a codicil to his last will & testament and that 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 respectively subscribed their names as witnesses to said codicil to said last will and testament in the presence of and at the request of the said testator and in the presence of each other.

Test:

Finley Roberts
Register of Wills

Queen Anne's County, Sct:
29th day of July, A. D. 1897

Then came William L. Holton and William McKenney, two of the Executors by the codicils to the last will and testament of William McKenney, late of said County deceased appointed and made oath on the Holy Evangely of Almighty God that they do not know any other will of said William McKenney, other than the foregoing instrument of writing, and that they do not know of any other codicils to the last will and testament of said William McKenney deceased, other than the foregoing instruments of writing.

Sworn to in open court:

Cert. per:

Finley Roberts
Register of Wills for Queen Anne's
County.

Kennedyville, Md.
July 29th, 1897. To the Orphans' Court for Queen Anne's County

We hereby waive any notice of the probate of the will of Gen. Wm. McKenney, deceased, having full knowledge of same, and of the offer for probate.

Nannie McK. Jacobs
J. K. H. Jacobs

Filed Dec. 11th, 1942.

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 and Codicils thereto of William McKenney, late of Queen Anne's County, Maryland as filed and passed in this office on July 29, 1897 and recorded in Liber F. R. No. 2 Folio 29-47 - Will Record 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 24th day of October 1942.

Orphans Court
Seal.

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

EXHIBIT #2-A
Filed Dec. 12th, 1942.

QUEEN ANNE'S COUNTY, to Wit: Be it remembered that on the Fifth day of January in the year nineteen hundred and fifteen, William McKenney William L. Holton and Clayton Wright, surviving administrators cum testamento annexo of William McKenney, late of Queen Anne's County, State of Maryland, Deceased, and William McKenney, in his individual capacity, filed in the Circuit Court for Queen Anne's County in Equity their Bill of Complaint, which is in the words and tenor following, to wit:-

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

William McKenney, William L. Holton and Clayton Wright, Surviving Administrators cum testamento annexo of William McKenney, late of Queen Annes County, State of Maryland, deceased and William MKenney, in his individual capacity.

Plaintiffs.

vs.

Maria M. McKenney, Annie McK. Jacobs, J. Kent H. Jacobs, William McKenney Jacobs, infant, Henrietta McK. Holton, and William L. Holton, her husband, William Layton Holton, Henrietta H. Shearer and John G. Shearer, her husband, Harriet McK. Gibson, and Robert F. Gibson, her husband, Helen Gibson, infant, Eleanor L. Gibson, infant, Robert F. Gibson, Junior, infant; William McK. Gibson, infant, and David J. Gibson, infant, Margaret D. McKenney, William McKenney, Junior, infant, John McKenney, infant, Maria McKenney, infant, Susan B. Mitchell, Nannie M. Wright and Clayton Wright, her husband, J. Archibald Mitchell and John McK. Mitchell, in fant.

Defendants.

DIVISION AND ALLOTMENT NO. 2.

We did value and allot to Annie McK. Jacobs, daughter of said testator, and one of the seven children mentioned in his said last will and testament, the following real estate and personal property, being a one-seventh part of the whole thereof, having regard to quantity and quality, the same to be held by William McKenney, the Trustee appointed by this Court in the Cause entitled "In the Matter of the Trust Estate Created for and in Behalf of Annie McK. Jacobs under and by the terms and provisions of the last will and testament of William McKenney, deceased, and the codicils thereto", being Cause No. 2122 on the Chancery Docket of this Court, and his successor or successors in the said trust, subject to the trust engrafted thereon by the said last will and testament of said William McKenney, deceased, for the benefit of the said Annie McK. Jacobs, to wit:-

"Parcel No. 6. S. R. Emory Farm" aforesaid, containing 258.977 acres of land, more or less, at the aforesaid valuation of \$18,000.00

"Parcel No. 15. Baynard Farm" aforesaid, containing 302.883 acres of land, more or less, at the aforesaid valuation of 14,000.00

"Parcel No. 16. Tanyard Farm" aforesaid, containing 372.331 acres of land, more or less, at the aforesaid valuation of 26,000.00

"Parcel No. 17. C. C. Harper Farm" aforesaid, containing 277.79 Acres of land, more or less, at the aforesaid valuation of 10,000.00

"Parcel No. 18. Arlett Farm" aforesaid, containing 141.581 acres of land, more or less, at the aforesaid valuation of 7,500.00

"Parcel No. 37. Wakefield Farm" aforesaid, containing 573.183 acres of land, more or less, at the aforesaid valuation of 21,000.00

"Parcel No. 47. D. C. Hopper Far_," aforesaid, containing 184.974 acres of land, more or less, at the aforesaid valuation of 12,000.00

"Parcel No. 59. Godwin Property" aforesaid, at the aforesaid valuation of 3,000.00

Thirty Seven (37) shares of the said capital stock of The Centreville National Bank of Maryland at the aforesaid valuation of Two

Hundred and Fifty Dollars (\$250.00) per share, aggregating the sum of	\$ 9,250.00
In Cash, the sum of	<u>2,327.14</u>
Total valuation of allotment,	\$123,077.14

The plats and certificates of survey, made as aforesaid by the said S. Chester Coursey, Surveyor, of the said parcels of real estate allotted by us as aforesaid in the said "Division and Allotment No. 2" are filed herewith as a part hereof and are as follows, to wit:-

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

I hereby certify that the foregoing is truly taken and copied from the record of proceedings of the division of the real estate of William McKenney, the elder, deceased, and which particular part of said proceedings is recorded in Liber W. F. W. No. 3, folio 159, a Judgment in Extenso 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 day of October, in the year nineteen hundred and forty two.

Circuit Court
Seal.

A. SYDNEY GADD Jr. Clerk.

Filed Dec. 11th, 1942.

EXHIBIT #3
Filed Dec. 11th, 1942.

Last Will and Testament of A. C. B. Jacobs.

Kennedyville, January 28th, 1890

Being sound in mind, but feeble in health, I write this my last will and testament. I leave to my son, James K. H. Jacobs, in trust for my daughter, Caroline B. Jacobs, my farm situated in Queen Anne's County, Maryland, on the road from Centreville to Ruthsburg, called by us Briarfield. I wish him to have the management of this farm to see that it is properly cultivated and to pay her the rents half yearly, after deducting all necessary expenses.

I wish him to pay the money into her own hands or subject to her order along; no one is to have any right or authority to receive it or to draw it from him (J. K. H. Jacobs) except herself, my daughter (C. B. Jacobs);

If my son should die before his sister, I wish the Circuit Court of Queen Anne's Co, through its Judges, to appoint a trustee to have charge of this property for my daughter, on the same conditions. This trustee must be one to whom she has no serious objection, or who is not related by blood, or connected by marriage; If my daughter should die before her brother, I wish him to have charge of the property for her child or children, to whom I wish it to descend after her death.

If she should leave no children, or her children should die before becoming of age, the property is to go to my son, J. K. H. Jacobs, unconditionally. Having already given my dear son, all the assistance in my power to do, I now leave him my dearest love and blessings.

As witness my hand and seal this 28th of Jan. 1890.

A. C. B. Jacobs (SEAL)

D. U. Dewees

E. Dewees

QUEEN ANNE'S COUNTY, SCT:

5th day of April, A. D., 1898

Then came J. K. H. Jacobs, custodian of the foregoing will, and made oath on the Holy Evangely of Almighty God, that he does not know of any will or codicil to a Will of A. C. B. Jacobs, late of said County, deceased, other than the foregoing Instrument of Writing.

Test:

Finley Roberts, Register of Wills.

Queen Anne's County, Sct:

5th day of April, A. D. 1898

Then came D. U. Dewees, one of the subscribing witnesses to the foregoing last Will and Testament of A. C. B. Jacobs, late of the County aforesaid, deceased, and he made oath on the Holy Evangely of Almighty God that he did see the testatrix therein named, sign and seal the said will; that he heard her publish, pronounce and declare the same to be her last will and testament, and that at the time of her so doing she will to the best of his apprehension of sound and disposing mind, memory and understanding, and that he together with E. Dewees, who was his daughter, but is not dead, the other subscribing witness, respectively subscribed their names as witnesses to said will, in the presence and at the request of the said testatrix and in the presence of each other, and that the name E. Dewees is in the handwriting of his daughter and that he saw her sign the same.

Finley Roberts, Register of Wills.

Filed Dec. 11th, 1942.

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 A. C. B. Jacobs, deceased, as filed and passed in this office on April 5th, 1898 and recorded in Liber F. R. No. 2 Folio 62 &c. Will Record 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 22nd day of October 1942.

Orphans Court
Seal.

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

EXHIBIT #4
Filed Dec. 11th, 1942.

In the name of God, Amen!

I, James K. H. Jacobs, (M. D.) of Queen Anne's County, State of Maryland, do make and publish and declare this as and for my last will and Testament in manner following to wit:

I give, devise and bequeath all my property real personal and mixed, which I now own or be entitled to at the time of death wheresoever the same may be situated or located unto my beloved wife Annie McKenney Jacobs absolutely and in fee simple, and I do leave and constitute her Executrix of this my will hereby revoking all former wills by me made and do devise that she shall not be required to give any bond as said Executrix.

Witness my hand and seal this twenty third day of December in the year eighteen hundred and ninety eight.

James K. H. Jacobs (SEAL)

Signed, sealed published and declared by James K. H. Jacobs, (M.D.) as and for his last will and testament in our presence who at his request in his presence and in the presence of each other have signed our names as witnesses hereto, he the said James K. H. Jacobs M. D. being the above named testator.

R. W. Eddins

Edwin H. Brown

State of Maryland,

Queen Anne's County, Sct:

day of December, A. D. 1901

Then came Annie McKenney Jacobs, Custodian and in the presence of Almighty God he did solemnly promise or declare with uplifted hand, in due form of law that she does not know of any Will or Codicil to a Will of James K. H. Jacobs, late of said County, deceased, other than the foregoing Instrument of Writing and that she received the same about two years ago when same was delivered to her by the Testator.

Robert W. Thomas
Register of Wills for Queen Anne's County,
Md.

State of Maryland, Queen Anne's County, Sct:

31st day of December, A. D., 1901.

Then came R. W. Eddins and Edwin H. Brown, subscribing witnesses to the foregoing last will and testament of James K. H. Jacobs, 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 testator therein named sign and seal the said Will; that they heard him publish pronounce and declare the same to be his last Will and testament and that at the time of his so doing he was to the best of their apprehension of sound and disposing mind memory and understanding and they together subscribing witnesses respectively subscribed their names as witnesses to said Will in the presence and at the request of said testator and in the presence of each other.

Robert W. Thomas
Register of Wills for Queen Anne's
County, Md.

The Court having carefully examined the last Will and Testament of James K. H. Jacobs late of Queen Anne's County, deceased, and also the evidence adduced as to its validity and Annie McKenney Jacobs wife and Caroline B. Jacobs sister of testator being present at the probate thereof and making no objections orders and decrees this 31st day of December, 1901, that the said will be admitted in this Court as the true and genuine last will and testament of the said James K. H. Jacobs.

Robert W. Thomas
Reg. Wills.

Filed Dec. 11th, 1942.

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 James K. H. Jacobs, deceased as filed and passed in this office on December 31, 1901 and recorded in Liber F. R. No. 2 Folio 242 Will Record 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 22nd day of October 1942.

Orphans Court
Seal.

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

EXHIBIT #5
Filed Dec. 11th, 1942.

#5292. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the Sixth day of December, in the year nineteen hundred and fifteen, the following Deed was brought to be recorded, to wit:-

T H I S D E E D, made this December 6 day of December, in the year nineteen hundred and fifteen, by Alfred Green and M. Isabelle Green, his wife, of Queen Anne's County, in the State of Maryland.

WITNESSETH: that for and in consideration of the sum of Eighty Five Dollars (\$85.00) paid by Annie McK. Jacobs, of Queen Anne's County aforesaid, the receipt of which is hereby acknowledged, the said Alfred Green and the said M. Isabelle Green, his wife, do hereby grant and convey unto the said Annie McK. Jacobs, her heirs and assigns in fee simple, the following lot or parcel of land situate in Spaniard's Neck, in the Third Election District of Queen Anne's County, Maryland, on the right of the public road leading down Spaniard's Neck to the wharf on the "Robert Emory Farm", adjoining other property of the said Alfred Green and the "Stuart R. Emory Farm" of the William McKenney Estate, fully described by metes and bounds, courses and distances, that is to say:- Beginning for the same at the end of the fourth line of the tract of land or farm known as "Parcel No. 6, "S. R. Emory Farm", allotted to be held in trust for the benefit of the said Annie McK. Jacobs, in Chancery Proceedings No. 2020 in the Circuit Court for Queen Anne's County in Equity, said beginning being also a corner for the "Poplar Grove Farm" of Alfred Green and running from thence south forty three degrees fifteen minutes east, eleven and four tenths rods to the middle of the public road; thence with the middle of the public road south fifty four degrees west, forty four and six tenths rods to the middle of the third line of the S. R. Emory farm; thence north forty two degrees fifteen minutes west, one rod to the end of the third line of the "S. R. Emory Farm"; thence with the fourth line of said farm north forty one degrees east, forty four and six tenths rods to the place of beginning, containing one and seven tenths acres of land.

TOGETHER with all and singular the rights, roads, ways, waters, privileges, and advantages thereto belonging or in anywise appertaining.

AND the said Alfred Green hereby covenants that he will warrant specially the above described property and that he will execute such other and further assurances of said land as may be or become requisite or necessary.

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

Test:-

Wm. E. Thompson

ALFRED GREEN (SEAL)

M. ISABELLE GREEN (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this sixth day of December, in the year nineteen hundred and fifteen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Alfred Green and M. Isabelle Green, his wife, and did each acknowledge the foregoing deed to be their respective act.

WM. E. THOMPSON.

Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber W. F. W. No. 8, folios 168, 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 16th. day of October, in the year nineteen hundred and forty two.

Circuit Court
Seal.

A. SYDNEY GADD Jr. Clerk

Filed Dec. 11th, 1942.

EXHIBIT #6
 Filed Dec. 11th, 1942.

Queen Anne's County, to wit: Be it remembered that on the Twenty eighth day of June, in the year One Thousand eight hundred and ninety eight, the following Deed was brought to be recorded, to wit:-

This Deed of Conveyance, made this 27th day of June, in the year Eighteen hundred and ninety eight, by W. Hopper Gibson, of Queen Anne's County, State of Maryland

Witnesseth: that, the said W. Hopper Gibson, for in consideration of the sum of Seven Thousand and five hundred dollars, the receipt whereof by him is hereby acknowledged, do hereby grant and convey unto Nannie McK. Jacobs (the wife of Dr. J. K. H. Jacobs) of Queen Anne's County, State of Maryland, her heirs and assigns,

All those parts of tracts, or parcels of land, situate, lying and being in Queen Anne's County, State aforesaid, near Centreville, and being certain lots situate and lying in the forks of the public roads leading from Centreville to Wye Mills and Queenstown, respectively, and containing nineteen acres, one rood and four square perches of land, more or less, and being the land particularly described in Deed therefor from William R. Stewart and John Tilghman, respectively, to Daniel Newnam and recorded, respectively, in Liber J. T. No. 4, folios 450 &c., and Liber J. T. No. 3, folios 242, two land record books for Queen Anne's County aforesaid, and also in a Deed therefor from said Daniel Newnam and wife to Woolman I. Gibson, bearing date the fifteenth day of March, in the near Eighteen hundred and fifty five, and recorded in Liber J. P. No. 2, folios 339 &c., a Land Record Book for Queen Anne's County aforesaid.

Also, all that lot or parcel of land in aforesaid County, lying near Centreville, and on and between the said public roads leading to Wye Mills and Queenstown, respectively, from Centreville, containing thirteen acres, more or less, and being the land particularly described in a deed therefor from Joseph N. Goldsborough, and others to Woolman I. Gibson, bearing date the thirtieth day of April, in the year Eighteen hundred and fifty-five, and recorded in Liber J. P. No. 2, folios 361, &c., a Land Record Book for Queen Anne's County aforesaid.

Also all that lot or parcel of land lying on the East side of said public road leading from Centreville to Wye Mills and containing eight acres, more or less, and being the land particularly described in a deed therefor from Philemon B. Hopper and wife to Woolman I. Gibson, bearing date the fifteenth day of September, in the year Eighteen hundred and seventy, and recorded in Liber J. W. No. 2, folios 252 &c., a Land Record Book for Queen Anne's County aforesaid;

Excepting however, a parcel of said lands lying near Centreville, containing about eight acres, which was conveyed by said Woolman I. Gibson and wife to George W. Taylor by Deed bearing date the twentieth day of January in the year Eighteen hundred and sixty nine, and recorded in Liber J. W. No. 1, folios 290 &c., a Land Record Book for Queen Anne's County aforesaid; to all of which above recited deeds, as well as to a deed of Assignment from Woolman I. Gibson to said W. Hopper Gibson, bearing date the fourteenth day of September, in the year Eighteen hundred and eight seven, and recorded in Liber S. C. D. No. 10, folios 348 &c., a land record book for Queen Anne's County aforesaid, and a deed of conveyance from David H. Carroll and others, Executors and trustees, to said W. Hopper Gibson, bearing date the sixteenth day of September, in the year Eighteen hundred and eighty seven, and recorded in Liber S. C. D. No. 10, folios 350 &c., a land record book for Queen Anne's County aforesaid, reference is hereby made for a more accurate and particular description of the land hereby conveyed. Together with all the buildings and improvements thereon, the rights, ways, roads, alleys, waters and advantages thereunto belonging or in any wise appertaining.

And the said W. Hopper Gibson covenants that he will warrant specially the land and premises hereinabove granted, and that he will execute such other and further assurances of title thereto as may be or become necessary.

Witness his hand and seal.

Witness:

William E. Thompson

W. Hopper Gibson (SEAL)

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this 27th day of June, in the year Eighteen hundred and ninety eight, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared W. Hopper Gibson, and acknowledged the foregoing Deed of conveyance to be his act and deed.

William E. Thompson
 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. 8, folios 74, 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 16th day of October, in the year nineteen hundred and forty two.

Circuit Court
 Seal.

A. SYDNEY GADD Jr. Clerk

Filed Dec. 11th, 1942.

EXHIBIT #7
Filed Dec. 11th, 1942.

.....
#13,197. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the 8th day of September, in the year nineteen hundred and twenty-eight, the following Deed was brought to be recorded, to wit:-

THIS DEED made this 31st day of August, in the year nineteen hundred and twenty eight, by James T. Earle and Richard T. Earle, of Queen Anne's County, State of Maryland, Trustees as hereinafter set forth.

WHEREAS by decree of the Circuit Court for Queen Anne's County, in Equity, passed on the sixth day of November, in the year nineteen hundred and eighteen, the said James T. Earle and Richard T. Earle, were appointed Trustees to make sale of the real estate described in the proceedings in said court entitled "Mary F. Earle vs. James T. Earle, et al", and numbered 2268 on the Chancery Docket of said Court.

AND WHEREAS, in pursuance of said decree and by virtue and in execution of the power and authority contained therein, and after complying with all the prerequisites thereof by filing a bond duly approved by the Clerk of the said Court in the penalty of twenty thousand dollars (\$20,000.00) and after giving due notice of sale by advertisement thereof in The Centreville Observer and The Centreville Record, two newspapers published and printed in Queen Anne's County, Maryland, for more than three successive weeks before the day of sale, they did attend at the Court House door in the town of Centreville on Tuesday, March eleventh, nineteen hundred and nineteen, between the hours of one and two o'clock p. m., and did then and there offer at public sale the land and premises mentioned in the aforesaid proceedings and did sell same unto Nannie McK. Jacobs, who was then and there the highest bidder, at and for the sum of twenty six thousand, six hundred and sixty four dollars (\$26,664.00).

AND WHEREAS said sale, having been duly reported to the Circuit Court for Queen Anne's County, in Equity, was ratified by said Court on the second day of June, in the year nineteen hundred and nineteen; and the purchaser having paid the entire purchase price for the property so sold unto her, is entitled to a deed for same.

NOW THEREFORE IN CONSIDERATION of the premises and the sum of one dollar, receipt of which is hereby acknowledged, and by virtue and in execution of the aforesaid power and authority contained in the aforesaid decree of the Circuit Court for Queen Anne's County, in Equity, passed on the sixth day of November, in the year nineteen hundred and eighteen, the said James T. Earle and Richard T. Earle, Trustees as aforesaid, do hereby grant and convey unto Nannie McK. Jacobs, of Queen Anne's County, Maryland, all the right, title, interest and estate of the parties to the aforesaid cause and of those claiming by, from or under them or any of them in and to all the following described real estate, to wit: All that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County on the right hand side of the public road leading from Centreville to Carville Station, known as "Little Needwood", adjoining the lands of Henrietta McKenney Holton, the lands of the Queen Anne's and Kent Rail Road and the other lands of the grantee and containing two hundred and two acres of land, more or less.

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

WITNESS the hands and seal of the grantors the day and year first above written.

Witness: Verna Mears.

JAMES T. EARLE (SEAL)

Richard T. Earle (SEAL)
Trustees.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY,

TO WIT:

I hereby certify that on this 31st day of August, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared James T. Earle and Richard T. Earle, Trustees, and did each acknowledge the within and foregoing deed to be their respective act.

In testimony whereof, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Notary Public
Seal.

Verna Mears
Notary Public

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, folio 359 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 15th day of October in the year nineteen hundred and forty two.

Circuit Court
Seal

A. SYDNEY GADD Jr.
Clerk.

Filed Dec. 11th, 1942.

EXHIBIT #8
Filed Dec. 11th, 1942.

.....
#6380. QUEEN ANNE'S COUNTY, to wit: Be it re-
membered that on the twenty-third day of March, in the year nineteen hundred and eigh-
teen, the following DEED was brought to be recorded, to wit:

THIS DEED, Made this ninth day of February, in the year nineteen hun-
dred and eighteen, by Madison Brown, of Queen Anne's County, State of Maryland, Trustee
as herein after set forth.

Whereas, by a decree of the Circuit Court for Queen Anne's County,
in Equity, passed July eighteenth, nineteen hundred and seventeen, in cause Number 2221
therein Delha D. Brown and others are plaintiffs and C. Macon Wesson and others are de-
fendants, the above named Madison Brown was appointed Trustee with authority to make
sale of the real estate mentioned and described in said proceedings;

And, whereas, the said Madison Brown, Trustee, after complying with
all the previous requisites of the said decree, did, on the fourteenth day of August, in
the year nineteen hundred and seventeen, sell unto Annie McK. Jacobs of Queen Anne's
County, State of Maryland, the real estate mentioned and described in the aforesaid pro-
ceedings and herein after granted and conveyed, at and for the sum of Three thousand one
hundred and five dollars;

And, whereas, the aforesaid sale has been duly reported to and final-
ly ratified and confirmed by the aforesaid court, as will appear by reference to the a-
foresaid proceedings, and the purchase money aforesaid having been fully paid to the
said Madison Brown, Trustee, and the receipt thereof hereby acknowledged, the said Trus-
tee is authorized to execute this deed.

Now this deed witnesseth that, for and in consideration of the pre-
mises and of the said sum of Three thousand one hundred and five dollars, the said Madi-
son Brown, Trustee, as aforesaid, does hereby grant and convey unto Annie McK. Jacobs,
her heirs and assigns, in fee simple, the real estate mentioned and described in the
aforesaid chancery proceedings and herein after described, and all the right, title, in-
terest and estate of all the parties to the aforesaid chancery cause, and every of them,
both at law and in Equity, and of those claiming by, from or under them, or any of them,
in and to said real estate, which said real estate is described as follows, to wit:

All that lot of land, improved by a two story frame dwelling house
situate on the west side of Commerce Street, in the town of Centreville, in the Third
Election District of Queen Anne's County, State of Maryland, adjoining on one side the
property of Mrs. Susan Tucker, on the other side the property occupied by the said Annie
McK. Jacobs, and adjoining in the rear the property of Dr. Horace M. Davis, with a width
or frontage, of thirty one feet and six inches, more or less, and extending back with
an uniform width of thirty one feet and six inches, more or less, a distance of one hun-
dred and sixty five feet, more or less, to the said property of Dr. Horace M. Davis,
being the same lot of land mentioned and described in the deed to Carrie D. Turpin from
W. W. Busted, Trustee, and dated February seventh, eighteen hundred and ninety eight,
and recorded in Liber W. H. C. No. 7, folios 297 etc., a land record book for Queen
Anne's County, Maryland.

Together with all and singular the buildings and improvements there-
on erected and being, and all & singular the rights, roads, ways, waters, alleys, privi-
leges and advantages thereto belonging or in any way appertaining, and together with the
right of way appurtenant thereto, from the rear of said lot to Liberty Street between the
property of Delha D. Brown and Horace M. Davis.

Witness the hand and seal of the said Madison Brown, Trustee, the
day and year first above written.

Test:
J. McK. Tilghman

MADISON BROWN, (SEAL)
TRUSTEE.

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 eighteen, before the subscriber, a Justice of the Peace of the State
of Maryland, in and for Queen Anne's County aforesaid, duly commissioned and qualified,
personally appeared Madison Brown, Trustee and Grantor above named, and acknowledged
the foregoing deed to be his act.

Witness my hand and Seal the day and year last above written.

J. McK. Tilghman
Notary Public.

.....
: Three \$1.00 Internal Revenue Stamps.:
: One .50 " " " " :
: Each Stamp Endorsed "M.B. - 2/9/18." :
:.....

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the foregoing is truly taken and copied from
Liber W. F. W. No. 11, folios 424, etc., a Land Record Book for Queen Anne's County.

Circuit Court
Seal.

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 Oct-
ober, in the year nineteen hundred
and forty two.

A. SYDNEY GADD Jr. Clerk

Filed Dec. 11th, 1942.

EXHIBIT #9
Filed Dec. 11th, 1942.

IN THE MATTER OF THE ESTATE
OF

NANNIE MCK. JACOBS, DECEASED.

IN THE ORPHANS' COURT
OF

QUEEN ANNE'S COUNTY

FIRST AND FINAL ADMINISTRATION ACCOUNT.

THE First and Final Administration Account of William McKenney Jacobs,
Executor, respectfully shows:

THAT your Accountant charges himself with:

THE amount of the Inventory of personal property, as per the Appraise- ment	\$ 270.00
And with the amount of the additional Inventory of personal property, as per the Appraisement thereof	200.00
AND with an accumulation of Income from the Trust estate under the Will of William McKenney, deceased, accrued in the hands of Chas. S. Quimby, Trustee up to the death of Decedent, as per Trustee's Final Report	1,381.80
And with certain rents collected on Decedent's Estate	<u>290.00</u> \$2,141.00

AND your Accountant craves allowance for the following claims and
expenses paid, to wit:

- | | |
|--|---------------|
| 1. For an amount paid Barton Brothers for
funeral expenses, per claim filed and
receipted | \$ 377.50 |
| 2. And for an amount paid Dr. W. H. Fisher
for claim filed and receipted | 189.00 |
| 3. And for an amount paid Wm. McKenney, Jr.,
for claim filed and receipted | 193.30 |
| 4. And for an amount paid Barton Brothers
for claim filed and receipted | 15.37 |
| 5. And for an amount paid E. S. Valliant & Son,
for claim filed on Note and receipted | 162.88 |
| 6. And for an amount paid Wright Brothers for
claim filed and receipted | 32.10 |
| 7. And for an amount paid The Queen Anne's
Record-Observer for Notice to Creditors,
per receipt | 5.00 |
| 8. And for an amount paid American Bonding
Company for premium on Executor's Bond,
per receipt. | 25.00 |
| 9. And for an amount paid C. S. Quimby and
Asbury Bartlett, Appraisers, @\$12.00 each
per receipt | 24.00 |
| 10. And for an amount paid Norman S. Dudley,
Register of Wills, for his costs, including
this Account & 2 Releases, per receipt | 61.30 |
| 11. And for an amount of commissions retained
by this Accountant on the amount of
\$2141.00 at 10% 214.10
Less State Tax on commission @1% <u>21.41</u> | <u>192.69</u> |

CARRIED FORWARD

\$1,278.14

TOTAL CHARGEABLE: BROUGHT FORWARD

\$2,141.00

BROUGHT FORWARD:		\$ 1,278.14	\$
12. And for an amount paid Norman S. Dudley Register of Wills, for State Tax on Commissions as above, per receipt		21.41	
13. And for an amount paid the Collector of Internal Revenue for Federal Income Tax due on Income received, by, or accrued to, Decedent for the year 1941, per receipt		120.88	
14. And for an amount paid the Comptroller of the State of Maryland for State Income Tax due on income received by or accrued to Decedent for year 1941, per receipt		22.38	1,442.81
		<hr/>	<hr/>
TOTAL AMOUNT FOR DISTRIBUTION			\$ 698.19
Less Direct Inheritance Tax on above amount at 1% of \$698.19		\$ 6.98	
And on appraised value of real estate, as per the Inventory of \$22,000.00		220.00	226.98
		<hr/>	<hr/>
NET BALANCE FOR DISTRIBUTION			\$ 471.21

WHICH is distributed as follows:

TO William McK. Jacobs, 1/2 thereof in accordance with Item 8 of Will, who takes: the car at the value of 2 shares stock in The Centreville National Bank @ \$15.00	\$ 200.00 30.00 5.60	235.60	
TO Anne McK. Jacobs, 1/4 thereof in accordance with Item 8 of Will, (she being one of two children of J. Kent H. Jacobs, deceased) who takes: 7 shares of stock of The Centreville National Bank @ \$15.00	\$ 105.00 12.80	117.80	
TO Frances Kent Jacobs, 1/4 thereof in accordance with Item 8 of Will (she being one of two children of J. Kent H. Jacobs, deceased), who takes: 7 shares of stock of The Centreville National Bank @ \$15.00 Cash in the amount of	\$ 105.00 12.81	117.81	\$ 471.21

Respectfully submitted,

Wm. McK. Jacobs
Executor.

State of Maryland,

Queen Anne's County, Sct:

This 14th day of April A. D., 1942
Then came Wm. McK. Jacobs Executor of Nannie McK. Jacobs, late of Queen Anne's County, State of Maryland, deceased, and made oath in due form of law that the foregoing and within account of Administration is just and true as stated, and that he has bona fide paid or secured to be paid the several sums for which he therein claims an allowance.

Certified per

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

In the Orphans' Court for Queen Anne's County, Maryland

14th day of April, A. D., 1942.

The foregoing account of Administration was duly examined and passed by the Court and hereby ordered to be recorded.

Henry C. Bowen

C. Tilghman Bishop

HARRY B. MOORE

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 First and Final Administration Account and Distribution in the Estate of Nannie McK. Jacobs, deceased, as filed and passed in this office on April 14, 1942 and recorded in Liber N. S. D. No. 2 Folio 128, Re-

cord 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 21st day of October 1942.

Orphans' Court
Seal.

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

Filed Dec. 11th, 1942.

SUBPOENA
Filed Dec. 29, 1946

Queen Anne's County, to wit:

The State of Maryland

TO

Anne McK. Jacobs, infant,

Seals OF DORCHESTER COUNTY, GREETING:
Place

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 William McK. Jacobs, executor, et al. against you in said court exhibited.

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

WITNESS, The Honorable Stephen R. Collins, Chief Judge of our said Court, the first Mon day of December 1942 Issued the eleventh day of December 1942

Thos. J. Keating and Wm. McKenney Gibson
Solicitor for Complainant

A. SYDNEY GADD Jr. Clerk.

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.

A. SYDNEY GADD Jr. Clerk.

On the back of the foregoing Subpoena is the following Endorsement to wit:

Received 15th day of Dec 1942 and forthwith delivered to Sheriff of Dorchester County. Roy I. Melvin Served by reading and leaving copy with Francis T. Jacobs, Guardian and Anne McK. Jacobs, infant Dec. 26, 1942 Rufus W. Dean Sheriff.

SUBPOENA
Filed Dec. 29, 1946

Queen Anne's County, to wit:

The State of Maryland

TO

Frances Kent Jacobs, infant.

OF DORCHESTER COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of January next, to answer the complaint of William McK. Jacobs, executor, et al. against you in said court exhibited.

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

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Received 15th day of Dec 1942 and forthwith delivered to Sheriff of Dorchester County. Roy I. Melvin Served by reading and leaving copy of with Frances T. Jacobs, Guardian and Frances Kent Jacobs infant Dec. 26, 1942 Rufus W. Dean Sheriff.

W. H. HOLTON Jr.
Guardian "Ad Litem"

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

I HEREBY CERTIFY that on this 16th day of January 1943, before me, the subscriber, the Clerk of the Circuit Court in Equity for Queen Anne's County, personally appeared W. L. Holton, Jr., and made oath in due form of law that the matters and things stated in the foregoing Answer are true to the best of his knowledge and belief.

A. SYDNEY GADD Jr.

Filed Jan. 16th, 1943.

TESTIMONY
Filed Oct. 23, 1943

WILLIAM MCKENNEY JACOBS, Executor under) In the Circuit Court for
the Last Will and Testament, and the Codicil) Queen Anne's County,
thereto, of Nannie McK. Jacobs, his deceas-) in Equity
ed mother, and WILLIAM McK. JACOBS, in his)
individual capacity.)

versus)

ANNE McK. JACOBS and FRANCES KENT) Chancery No. 3349
JACOBS, minor children of J. Kent H.)
Jacobs, deceased.)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Richard T. Earle, one of the standing examiners of said Court, unto your Honors respectfully shows:

That at the request of William McK. Gibson, one of the attorneys for the plaintiffs, your examiner did attend at the office of said William McK. Gibson in the town of Centreville, Queen Anne's County, Maryland, on the 7th day of October, 1943 at the hour of 2:15 o'clock P. M., there being at that time William McK. Gibson and Thomas J. Keating, Sr., attorneys for the plaintiff, William McK. Jacobs and W. Layton Holton, Jr, guardian ad litem, of the defendants, and that in the course of the taking of testimony there came in Charles S. Quimby and Henry Deaver, and that all the witnesses being duly sworn they did testify as hereinafter set forth:

W. Layton Holton, Jr, the first witness of lawful age, produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

- Q. 1. State your name, age, residence and occupation
A. W. Layton Holton, Jr, 53, Centreville, Maryland, my occupation is banking.
- Q. 2. Are you acquainted with the parties of this suit
A. Yes I am. William McKenney Jacobs, Executor under the last will and testament, and the Codicil thereto, of Nannie McK. Jacobs, his deceased mother, and William McK. Jacobs, in his individual capacity are the Plaintiffs and Anne McK. Jacobs and Frances Kent Jacobs, minor children of J. Kent H. Jacobs, deceased, are the Defendants.
- Q. 3. Did you or not know Nannie McK. Jacobs. If so, state if she is living or dead. If dead, when did she die and whom did she leave surviving her.
A. I did. She died on April 28, 1941. She left surviving her William McK. Jacobs a son and Anne McK. Jacobs and Frances Kent Jacobs her granddaughters, children of a deceased son, J. Kent H. Jacobs.
- Q. 4. State if your know, the respective ages of William McK. Jacobs, Anne McK. Jacobs and Frances Kent Jacobs.
A. William McK. Jacobs is 49 years of age; Anne McK. Jacobs is 19 years of age and Frances Kent Jacobs is 12 years of age.
- Q. 5. Are you related to any of the parties of this suit? If so, state your relationship to each of them.
A. William McK. Jacobs is my first cousin; Anne McK. Jacobs and Frances Kent Jacobs are my first cousins once removed. My mother, Henrietta McK. Holton was the sister of Nannie McK. Jacobs.

EXAMINER'S SPECIAL.

I have nothing further to say.

W. LAYTON HOLTON Jr.

William McK. Jacobs, the second witness of lawful age, produced on the part of the part of the Plaintiffs, being duly sworn and examined, did depose and say:

- Q. 1. State your name, age, residence and occupation.
- A. William McK. Jacobs, 49, Centreville, Maryland, my occupation is Farm manager.
- Q. 2. Were you related to Nannie McK. Jacobs. If so, state the relationship. If she is dead, state when she died and who she left surviving her.
- A. Yes. I was her son. She died April 28, 1941 leaving surviving her William McK. Jacobs, a son and two granddaughters, Anne McK. Jacobs and Frances Kent Jacobs, children of J. Kent H. Jacobs, a son who died on September 8, 1933.
- Q. 3. State, if you know, the respective ages of Anne McK. Jacobs and Frances Kent Jacobs and where they reside.
- A. Anne McK. Jacobs is now 19 years of age and resides part of the time with me here in Centreville and part of the time with her mother in Cambridge, Maryland, and is presently at Hollins College in Virginia. Frances Kent Jacobs is 12 years of age and lives with her mother and they both reside in Cambridge, Maryland.
- Q. 4. Were you living at the time of your grandfather, William McKenney, Sr.
- A. Yes I was. I was born on May 18, 1894 and he died in the year 1897.
- Q. 5. State, if you know, whether or not your mother, Nannie McK. Jacobs, left a will. If so, look at "Exhibit 1" and state what it is.
- A. Yes she left a will. This is a certified copy of the last will and testament of Nannie McK. Jacobs, deceased dated the 13th day of August, 1910 and a Codicil to said will dated the 30th day of May, 1930.
- Q. 6. Look at "Exhibit No. 2" and state what it is.
- A. It is a certified copy of the last will and testament of William McKenney, Sr. and the Codicils thereto, which was duly admitted to probate by the Orphans' Court of Queen Anne's County on the 29th day of July, 1897.
- Q. 7. Look at "Exhibit No. 2-A" and state what it is.
- A. Division and Allotment No. 2 of the estate of William McKenney, Sr.
- Q. 8. Look at Exhibit No. 3" and state what it is.
- A. It is a certified copy of the last will and testament of A. C. B. Jacobs which was admitted to probate in Kent County, a certified copy of which was filed in Queen Anne's County on April 5, 1898.
- Q. 9. Look at "Exhibit No. 4" and state what it is.
- A. It is a certified copy of the last will and testament of James K. H. Jacobs, deceased which was admitted to probate by the Orphans' Court of Queen Anne's County on December 31, 1901.
- Q. 10. Look at "Exhibit No. 5" and state what it is.
- A. It is a certified copy of a deed from Alfred Green and wife, to Nannie McK. Jacobs, dated December 6, 1915.
- Q. 11. Look at "Exhibit No. 6" and state what it is.
- A. It is a certified copy of a deed from W. Hopper Gibson to Nannie McK. Jacobs, dated the 27th day of June, 1898.
- Q. 12. Look at "Exhibit No. 7" and state what it is.
- A. It is a certified copy of a deed from James T. Earle and Richard T. Earle, Trustees, to Nannie McK. Jacobs, dated the 31st day of August, 1928.
- Q. 13. Look at "Exhibit No. 8" and state what it is.
- A. It is a certified copy of a deed from Madison Brown, Trustee, to Annie McK. Jacobs, dated the 9th day of February, 1918.
- Q. 14. Look at "Exhibit No. 9" and state what it is.
- A. It is a certified copy of the First and Final Administration Account of William McKenney Jacobs, Executor of Nannie McK. Jacobs, deceased, and the distribution made thereunder, which was duly examined by the Orphans' Court of Queen Anne's County and passed on the 14th day of April, 1942.
- Q. 15. State, if you know, what property your mother, Nannie McK. Jacobs, owned in her own right at the time of her death and also what property, if any, was held in trust for her, and how she acquired the trust estate.
- A. She owned in her own right: "Woodlawn" - All those parts of tracts, or parcels of land, situate, lying and being in Queen Anne's County, Maryland, near Centreville, and being certain lots situate and lying in the forks of the public roads leading from Centreville to Wye Mills and Queenstown, respectively, and containing nineteen acres, one rood and four square perches of land, more or less.
- Also, all that lot or parcel of land in aforesaid County, lying near Centreville, and on and between the said public roads leading to Wye Mills and Queenstown, respectively, from Centreville, containing thirteen acres, more or less.
- Also, all that lot or parcel of land lying on the East side of said public road leading from Centreville to Wye Mills and containing eight acres, more or less.

EXCEPTING from "Woodlawn", however, a parcel of said lands lying near Centreville, containing about eight acres, which was conveyed by Woolman I. Gibson and wife to George W. Taylor by Deed bearing date the 20th day of January, 1869, and recorded in Liber J. W. No. 1, folio 290, a Land Record Book for Queen Anne's County.

"BRIARFIELD" - All of that lot, tract, parcel or part of a tract of land, situate, lying and being in the 6th Election District of Queen Anne's County Maryland, on the right side of the public road leading from the town of Centreville to Ruthsburg, adjoining the lands of Nannie McK. Jacobs, Charles A. Busteed, William Emerson, et al, and containing 196 Acres of land, more or less.

"TURPIN HOUSE" - All that lot of land, improved by a tow story frame dwelling house situate on the West side of Commerce Street, in the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, adjoining on one side the property of Mrs. Susan Tucker, on the other side the property occupied by the said Annie McK. Jacobs, and adjoining in the rear the property of Dr. Horace M. Davis, with a width or frontage of thirty-one feet and six inches, more or less, and extending back with an uniform width of thirty-one feet and six inches, more or less, a distance of one hundred and sixty-five feet, more or less, to the said property of Dr. Horace M. Davis, now owned by T. Rigby Valliant.

"LITTLE NEEDWOOD" - All that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County on the right hand side of the public road leading from Centreville to Carville Station, known as "Little Needwood", adjoining the lands of Henrietta McKenney Holton, the lands of the Queen Anne's and Kent Rail Road and the lands of James T. Earle, Trustees, and containing 202 Acres of land, more or less.

In addition to the abovenamed property which she held in her own name there was held for her in trust under the terms of her father, William McKenney, Sr's, will, in Chancery Cause No. 2122, the following property:

The tract of land or farm known as the "S. R. Emory Farm", or "Conquest", or by whatsoever name or names the same may be known or called, being farm #6 of the McKenney estate, situate and located on Corsica River in the 3rd Election District of Queen Anne's County, aforesaid, containing 271 Acres, more or less.

NOTE: There has been added to farm #6 about 1.7 acres purchased by the deceased Testatrix from A. M. Green and wife, and conveyed to her by deed dated December 6, 1915, and recorded in Liber W. F. W. #8, folio 168, etc., a Land Record Book for Queen Anne's County. The deed from the Green's was to my mother individually.

The farm known as "Wakefield", or by whatsoever name or names the same may be known or called, being farm" 37 of the McKenney estate, situate at Hope in the 6th Election District of Queen Anne's County, aforesaid, containing about 574 ACRES, -- LESS 12 1/2 ACRES sold off thereof by the Trust Estate to J. Wesley Sewell and conveyed to said Sewell by Deed from J. Kent H. Jacobs (then actin Trustee) dated July 23, 1930, and recorded in Liber B. H. T. # 11, folio 342, etc., a Land Record Book for Queen Anne's County.

NOTE: The sale to Sewell has been duly reported to this Court and finally ratified and the proceeds of sale were duly deposited.

The tract of land or farm known as the "Tanyard Farm", or by whatsoever name or names the same may be known, containing 372.33 ACRES of land, more or less, being farm # 16 of said McKenney estate, situate in the Third Election District of Queen Anne's County, on the left side of the public road from Centreville to Carville Station.

The tract of land or farm known as the "Baynard Farm", or by whatsoever name or names the same may be known, containing 317 ACRES, more or less, situate to the rear of the said "Tanyard" tract, in the Third Election District of Queen Anne's County, being farm #15 of the said McKenney estate.

The tract of land or farm known as the "D. C. Hopper Farm", or by whatsoever name or names the same may be known, containing 185 ACRES more or less, situate on the right side of the public road from Centreville to Ruthsburg in the Sixth Election District of Queen Anne's County, being farm # 47 of the said McKenney estate.

The tract of land or farm known as the "C. C. Harper Farm", or by whatsoever name or names the same may be known, containing 277 ACRES, more or less, situate on the right side of the public road leading from Centreville to Carville Station in the Third Election District of Queen Anne's County, being farm # 17 of the said McKenney estate.

The tract of land or farm known as the "Arlett Farm", or by whatsoever name or names the same may be known, containing 137 ACRES of land, more or less, situate on the right side of the public road last above mentioned in the Third Election District of Queen Anne's County, being farm # 18, of the said McKenney estate.

The residence property known as the "Godwin Property", on the West side of Commerce Street, on the corner where what is known as Elm Street enters said Commerce Street, in the Town of Centreville, in the Third Election District of Queen Anne's County, being Parcel # 59, of said McKenney Estate.

The proceeds of the sale of the twelve acres of land sold off "Wakefield" farm are deposited in The Centreville National Bank of Maryland in the name of C. S. Quimby, Trustee for Nannie McK. Jacobs, being on deposit in the Savings Department in the sum of \$462.30, which is the gross amount received for said sale less costs incident to the sale and the amount lost by the reopening of The Centreville National Bank.

Nannie McK. Jacobs also died seized and possessed of a farm or tract of land know as "Devil's Woodyard" which is mentioned in Item 3 of her last will and testament. By Item 3 of said will this property was excluded from the property left by her

in trust and was specifically devised.

She also owned in her own right sixteen (16) shares of stock in The Centreville National Bank as reorganized, which said stock was distributed in the distribution of personal property. The six (6) shares of the Capital Stock of The Centreville National Bank referred to in Item One of the Codicil to the last will and testament of Nannie McK. Jacobs, which by said item of said Codicil was given and bequeath to Anne McK. Jacobs, was lost when said Bank reopened.

All the stock of The Centreville National Bank held in trust for Nannie McK. Jacobs was lost when said Bank reopened.

Q. 16. State, if you know, whether there still remains any indebtedness due and owing from the estate of Nannie McK. Jacobs, and if so, what it is.

A. There is an outstanding mortgage granted by Nannie McK. Jacobs unto W. Layton Holton, Trustee for Henrietta McK. Holton, in the sum of \$4500.00, dated the 4th day of April, 1936, on "Briarfield". Said mortgage by mesne assignments was assigned unto William R. Horney, Trustee, in the case of Katie Hurlock vs Wilbur W. Hurlock, et al., being Cause No. 2014 on the Chancery docket. It is my understanding that there is still due and owing on the aforesaid mortgage the sum of \$3900.00 and interest from the 1st day of April, 1943, at 5%.

There is also an outstanding mortgage granted by Nannie McK. Jacobs unto The Centreville National Bank of Maryland in the sum of \$9800.00, dated the 19th day of March, 1936, which said mortgage grants and conveys unto said Bank three (3) parcels of land, namely: "Little Needwood", "The Devil's Wood Yard Farm" and "Woodlawn". It is my understanding that there is still due and owing on said mortgage the sum of \$2800.00 with interest from April 19, 1941 at 6%.

Q. 17. Look at "Exhibit No. 10" and state what it is.

A. It is a certified copy of a mortgage granted by Nannie McK. Jacobs unto W. Layton Holton, Trustee for Henrietta McK. Holton, dated the 4th day of April, 1936 and of an assignment from W. Layton Holton, Trustee for Henrietta McK. Holton, to W. Layton Holton and Henrietta H. Shearer, as tenants in common, dated 1st day of April, 1937, and also an assignment by W. Layton Holton and Henrietta H. Shearer unto William R. Horney, Trustee in the case of Katie Hurlock vs Wilbur W. Hurlock et al., dated the 1st day of October, 1937.

C. 18. Look at "Exhibit No. 11" and state what it is.

A. It is a certified copy of a mortgage granted by Nannie McK. Jacobs unto the Centreville National Bank of Maryland dated the 19th day of March, 1936.

Q. 19. State, if you know, what has happened to the income which has accrued from your mother's estate since her death.

A. It has been received by me as trustee under her last will and testament.

Q. 20. Have you acted in any special capacity which would give you any particular knowledge about the property of your mother, Nannie McK. Jacobs.

A. Yes, I was one of the boys at the time of the division and allotment under the last will and testament of my grandfather, William McKenney, Sr., who assisted S. Chester Coursey, County Surveyor, with the chains. The others were, Bill McKenney, Kent Jacobs and Rigby Valliant.

Q. 21. What other names, if any, did your mother use other than Nannie McK. Jacobs.

A. Annie McK. Jacobs.

EXAMINER'S SPECIAL

No.

WILLIAM McK. JACOBS

Charles S. Quimby, the third witness of lawful age, produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

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

A. Charles S. Quimby, 60, near Centreville, Farmer.

Q. 2. Are you acquainted with the parties of this suit?

A. Yes, William McKenney Jacobs, Executor under the last will and testament, and Codicil thereto, of Nannie McK. Jacobs, his deceased mother, and William McK. Jacobs, in his individual capacity are the Plaintiffs and Anne McK. Jacobs and Frances Kent Jacobs, minor children of J. Kent H. Jacobs, deceased, are the Defendants.

Q. 3. Did you or not know Nannie McK. Jacobs. If so, state if she is living or dead. If dead, when did she die and whom did she leave surviving her.

A. Yes. She is dead. Died April 28, 1941. She left surviving her a son William McK. Jacobs and two grandchildren, Anne McK. Jacobs and Frances Kent Jacobs, the children of J. Kent H. Jacobs her son who predeceased her.

Q. 4. Did she leave any other survivors.

A. No.

Q. 5. Were you acquainted with the property of which Nannie McK. Jacobs died seized and possessed, both in her own right and held for her in trust. If so, look at Paragraph No. 5 of the Bill of Complaint and state if it properly describes all the property owned by Nannie McK. Jacobs in her own right and in trust for her at the time of her death.

A. I properly describes all property possessed, by Nannie McK. Jacobs at the time of her death, both in her own right and held for in trust, except it omits "Devil's Wood Yard", which is mentioned in Item 3 of the last will and testament of Nannie McK. Jacobs and also mentioned in Item 8 of the Bill of Complaint.

Q. 6. In Item 3 of the last will and testament of Nannie McK. Jacobs she devises the "Mill Farm". Do you know whether at the time of her death she was seized and possessed of this property.

A. It was sold at public auction to her nephew, John McKenney some years before her death.

Q. 7. Is there any other information in regard to the property of which Nannie McK. Jacobs died seized and possessed that you consider pertinent to this case.

A. Only that when I was made trustee for Nannie McK. Jacobs there was \$462.30 in the Savings Department of The Centreville National Bank in the name of J. Kent H. Jacobs, Surviving Trustee for Nannie McK. Jacobs which I transferred to the name of C. S. Quimby, Trustee for Nannie McK. Jacobs.

Q. 8. State what you know about any indebtedness still due and owing by the estate of Nannie McK. Jacobs

A. There are two outstanding mortgages. One held by William R. Horney, Trustee in the case of Hurlock vs Hurlock, on which I believe \$3900.00 with interest from April 1, 1943 is still due and owing. The other is held by The Centreville National Bank, on which I believe \$2800.00 with interest from April 19, 1941 is still due and owing

EXAMINER'S SPECIAL

No.

CHARLES S. QUIMBY

Henry Deaver, the fourth witness of lawful age, produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

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

A. Henry Deaver, 68, near Centreville and Cashier of The Centreville National Bank.

Q. 2. In your capacity as Cashier of The Centreville National Bank of Maryland, are you familiar with a mortgage dated the 19th day of March, 1936, granted unto the said The Centreville National Bank of Maryland by Nannie McK. Jacobs. If so, will you look at "Exhibit 10", and state what it is.

A. It is a certified copy of the mortgage you have just mentioned.

Q. 3. State, if you know, the present balance due and owing on the aforesaid mortgage.

A. \$2800.00 with interest from the 19th day of April, 1941 at 6%.

EXAMINER'S SPECIAL

No.

HENRY DEAVER

There being no further witness to be examined at this time, but the Plaintiffs desiring further time to produce an additional witness the taking of testimony was adjourned, and the Plaintiffs were given until the 14th day of October, 1943, to produce any further testimony.

That at the request of William McK. Gibson, one of the attorneys for the Plaintiffs, your examiner attended the office of said William McK. Gibson in the town of Centreville, Queen Anne's County, Maryland, on the 8th day of October, 1943, at the hour of 2:30 o'clock P. M., there being present at that time William McK. Gibson and Thomas J. Keating, Sr., attorneys for the Plaintiffs and the Honorable William R. Horney who after being duly sworn did testify as hereinafter set forth:

William R. Horney, the fifth witness of lawful legal age, produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

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

A. William R. Horney, 45, Centreville and an Associate Judge of the Second Judicial Circuit of Maryland.

Q. 2. Judge Horney, are you the trustee in the case of Katie Hurlock vs Wilbur W. Hurlock, et al., Chancery Cause No. 2014 on the docket of the Circuit Court for Queen Anne's County, in Equity.

A. I am.

Q. 3. Will you look at "Exhibit No. 11" and state what it is.

A. It is a certified copy of a mortgage from Nannie McK. Jacobs to W. Layton Holton, Trustee for Henrietta McK. Holton, in the sum of \$4500.00, dated April 4, 1936; which was assigned by W. Layton Holton, Trustee for Henrietta McK. Holton to W. Layton Holton and Henrietta H. Shearer, as tenants in common, on the 3rd day of December, 1937, and was assigned to me as Trustee in the case of Katie Hurlock vs Wilbur W. Hurlock, et al., being Cause No. 2014 on the Chancery Docket on the same day, December 3, 1937. Since the mortgage was assigned to me, \$600.00 has been paid on the principal by Charles S. Quimby, as agent for "Briarfield", \$300.00 on October 1, 1940, and \$300.00 on October 1, 1941.

Q. 4. State, if you know, the present balance due and owing on the aforesaid mortgage.

A. The present balance due on the principal is \$3900.00 with interest from April 1, 1943.

Q. 5. You have no other interest in this suit except this mortgage.

A. None whatsoever.

EXAMINER'S SPECIAL

No.

Wm. R. HORNEY

Your examiner being advised by the attorneys for the Plaintiffs that they had no further testimony that they desired to take herewith files his report and certifies that he was engaged as such examiner two days and examined four witnesses besides the Plaintiff. All witnesses waiving their witness fees, making costs chargeable to Plaintiffs as follows:-

Richard T. Earle, Examiner - - - - -	\$8.00
Nancy duVal Christian, Stenographer - - - - -	7.50
	<u>\$15.50</u>

Respectfully submitted,

RICHARD T. EARLE

One of Standing Examiner

Filed Oct. 23, 1943.

EXHIBIT # 10
Filed Oct. 23rd 1943.

.....
#17,514 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the nineteenth day of March, in the year Nineteen hundred and thirty six, the following MORTGAGE was brought to be recorded, to wit:-

This mortgage made this 19th day of March, nineteen hundred and thirty-six, by Nannie McKenney Jacobs, widow, of Queen Anne's County in the State of Maryland.

WHEREAS the said Nannie McKenney Jacobs is indebted unto The Centreville National Bank of Maryland, a body corporate, in the full and just sum of Nine thousand and eight hundred dollars (\$9800.00) upon a joint and several promissory note signed by her self, the said Nannie McKenney Jacobs and William McKenney Jacobs, said note bearing even date herewith and payable at the banking house of said bank in Centreville, Maryland, three (3) months after date.

AND WHEREAS it is the desire of the said Nannie McKenney Jacobs, to secure unto The Centreville National Bank of Maryland, its successors and assigns, the prompt payment of the aforesaid promissory note as well as any and all renewals or part renewals of the same (the term renewals to include renewals or part renewals of the original or any renewal note) by the execution and delivery of this mortgage.

Now, therefore, in consideration of the premises and the aforesaid sum of Nine thousand and eight hundred dollars (\$9800.00) the said Nannie McKenney Jacobs does hereby grant and convey unto the Centreville National Bank of Maryland, a body corporate, its successors and assigns, in fee simple, all of the following described real estate, to wit:

Parcel No. 1 All that farm or tract of land known as "Little Needwood" situate, lying and being on the righthand side of the public road leading from Centreville to Carville Station in the Third Election District of Queen Anne's County, Maryland, adjoining the Arlett Farm of the Jacobs Estate, the Needwood Farm of the Houlton Estate, the land of the Pennsylvania Rail Road (formerly the Queen Anne's and Kent Rail Road) and fronting on the aforesaid public road, containing two hundred (200) acres, more or less, and being the same and all of the land conveyed by (or intended to be conveyed by) a deed to the said Nannie McKenney Jacobs from J. T. Earle and Richard T. Earle dated August 31, 1928, and recorded in Liber B. H. T. 8. folio 359, etc., a Land Record Book for Queen Anne's County.

Parcel No. 2 All that farm or tract of land now known as "The Devil's Wood Yard Farm" but formerly known as "Contentment", "The Woodford Farm", and the "Old Road", situate, lying and being in Queen Anne's County, Maryland, on the right-hand or south side of the public road leading from Centreville to Ruthsburg, containing 214 acres, more or less, and being the same land which, among other land, was devised unto the said Nannie McKenney Jacobs by her husband, the late Dr. James K. H. Jacobs, by his last will and testament dated December 23, 1898, and recorded in Liber F. R. 2, folio 242, a Will Record Book for Queen Anne's County, Maryland; said land or farm having been conveyed to the said J. K. H. Jacobs by B. Palmer Keating and others, Trustees, by deed dated August 11, 1893, recorded in Liber W. H. C. 5, folio 455, a Land Record Book for Queen Anne's County.

Parcel No. 3 All that small farm or tract of land or home known as "Woodlawn", or the Jacobs' Home Place" situate, lying, and being in the Third Election District of Queen Anne's County, near the town of Centreville, and lying on both sides of the state road leading from Centreville to Easton, adjoining the lands of David D. Taylor and the lands of A. Sidney Gadd, Jr., part of said tract of land lying on the east or left-hand side of the aforesaid public road, and another part thereof lying in the apex formed by the junction of the aforesaid public road with the Centreville-Queenstown public road, the aforesaid farm or tract of land containing 32 acres of land, more or less, and having been devised unto the said Nannie McKenney Jacobs by her husband, the late Dr. J. K. Jacobs, deceased, by the aforesaid last will and testament.

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 Nannie McKenney Jacobs her heirs, executors,

administrators or assigns, shall well and truly pay to the said The Centreville National Bank of Maryland, a body corporate, its successors executors, administrators or assigns, the aforesaid sum of \$9800.00 as represented by said promissory note, and any and all renewals or part renewals thereof 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 Nannie McKenney Jacobs, her heirs and assigns, shall possess said property.

AND the said Nannie McKenney Jacobs, her heirs, executors, administrators and assigns, hereby covenant to and with the mortgagee, its 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 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 The Centreville National Bank its 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 its 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 The Centreville National Bank, its successors executors, administrators or assigns, or THOMAS J. KEATING, JR., its or their hereby duly constituted Attorney for the purpose, are hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County and such other notice as 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 the said Nannie McKenney Jacobs 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 the Centreville National Bank, its executors, administrators, successors or assigns, or the said THOMAS J. KEATING, JR., its or 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 undersaid 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 Nannie McKenney Jacobs her heirs, executors, administrators, and assigns, hereby covenant to pay.

Witness my hand and seal the day and year herein first above written.

Witness:

NANNIE McK. JACOBS (SEAL)

W. L. HOLTON JR.

State of Maryland

Queen Anne's County, to wit:

This is to certify that on this 19th day of March 1936, before the subscriber, a Notary public of the State of Maryland, in and for Queen Anne's County, personally appeared Nannie McKenney Jacobs and did acknowledge the within and foregoing mortgage to be her act and deed.

In testimony whereof I hereunto set my hand and notarial seal affix the day and year herein last above written.

Notary
Public
Seal.

KATHERINE C. MORRIS
Notary Public

State of Maryland

Queen Anne's County, to wit:

This is to certify that on this 19 day of March, 1936, before the subscriber, a notary public of the state of Maryland, in and for Queen Anne's County, personally appeared W. Ray Tabler, Cashier of the Centreville National Bank of Maryland, Mortgagee, and did make oath in due form of law that the consideration stated in the within and foregoing mortgage is true and bona fide as therein set forth and that he is the duly

authorized officer of said corporation to make this oath.

In testimony whereof I hereunto set my hand and notarial seal affix the day and year herein last above written.

Notary Public
Seal.

KATHERINE C. MORRIS
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. 2A folio 476 A Land Record Book for Queen Anne's County.

In Testimony Whereof I have hereunto subscribed my name and affix my Seal of the Circuit Court for Queen Anne's County on this 16th day of September in the year nineteen hundred and forty three.

Seals
Place.

A. SYDNEY GADD, Jr.
Clerk

EXHIBIT #11
Filed Oct. 23rd, 1943.

#17,547 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Ninth day of April, in the year nineteen hundred and thirty six, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 4th day of April, 1936, by Annie McK. Jacobs, of Queen Anne's County, State of Maryland:

WHEREAS, the said Annie McK. Jacobs, is justly indebted unto W. Layton Holton, of Queen Anne's County aforesaid, Trustee for Henrietta McK. Holton, in the full sum of Forty Five Hundred Dollars (\$4,500.00), for money this day loaned to the said Annie McK. Jacobs by the said W. Layton Holton, Trustee as aforesaid, in pursuance of the authority contained in the order of the Circuit Court for Queen Anne's County in Equity passed in Chancery Cause No. 2123 on the Chancery Docket of said Court, on the 31st day of March, 1936;

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the said principal sum of Forty Five Hundred Dollars (\$4,500.00) shall be repaid to the said W. Layton Holton, Trustee as aforesaid, at the expiration of three years from the 1st day of April, 1936, with interest there on in the meantime payable semi-annually from the said 1st day of April, 1936, at the rate of 5% per annum;

AND WHEREAS, the said loan was made upon the express precedent agreement that the aforesaid principal sum of Forty Five Hundred Dollars (\$4,500.00) and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore respectively set forth, were to be secured and assured by this mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of One Dollar (\$1), the receipt of which is hereby acknowledged, the said Annie McK. Jacobs does hereby grant and convey unto the said W. Layton Holton, Trustee for Henrietta McK. Holton, his heirs, successors and assigns, in fee simple, the following described real estate, to wit:

ALL that tract of land or farm, known as "Briarfield", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Centreville to Ruthsburg, and more particularly described by metes and bounds, courses and distances in a certificate of survey thereof made by William T. Henry, Surveyor, on the 1st day of October, 1934, as follows, to wit: BEGINNING for the same in the middle of the said public road leading from Centreville to Ruthsburg at the southeast corner of the whole tract, and running from thence with said public road North $45\frac{1}{2}^{\circ}$ West, 172 perches; thence South $31\frac{1}{2}^{\circ}$ West, 252 perches; thence South $74\frac{3}{4}^{\circ}$ East, $187\frac{1}{4}$ perches; and thence North $26\frac{3}{4}^{\circ}$ East, $141\frac{1}{4}$ perches to the said place of beginning, containing 201 acres, 2 roods and $7\frac{1}{2}$ perches of land, more or less. For title reference see the following:

1. The deed from Henry J. F. Pratt to James K. Harper (Sr.), bearing date the 1st day of October, 1936, and recorded in Liber J. T. No. 2, folios 136, etc., a land record book for Queen Anne's County aforesaid.
2. The deed from William H. Bordley, et al., to James K. Harper (Sr), bearing date the 13th day of June, 1939, and recorded in Liber J. T. No. 2, folios 590, etc., a land record Book for Queen Anne's County aforesaid.
3. The last will and testament of James K. Harper (Sr), bearing date the 30th day of May, 1856, and recorded in Liber S. T. H. No. 1, folios 46, etc., a will record book for Queen Anne's County aforesaid.
4. The deed from James K. Harper (Jr) to Ann Caroline Brown Jacobs, bearing date the 2nd day of June, 1857, and recorded, in Liber J. P. No. 3, folios 314, etc., a land record book for Queen Anne's County aforesaid.
5. The deed from William H. Jacobs and Ann Caroline Brown Jacobs, his wife, to James K. Harper (Jr), bearing date the 2nd day of June, 1857, and recorded in Liber J. P. No. 3, folios 315, etc., a land record book for Queen Anne's County aforesaid.
6. The deed from Ann C. B. Jacobs to William F. Parrott, bearing

date the 28th day of November, 1882, and recorded in Liber S. C. D. No. 2, folios 321, etc., a land record book for Queen Anne's County aforesaid.

7. The last will and testament of A. C. B. Jacobs, bearing date the 28th day of January, 1890, and recorded in Liber F. R. No. 2, folios 62, etc., a will record book for Queen Anne's County aforesaid.

8. The last will and testament of James K. H. Jacobs, bearing date the 23rd day of December, 1898, and recorded in Liber F.R. No. 2, folios 242, etc., a will record book for Queen Anne's County aforesaid.

9. The decree of the Circuit Court for Queen Anne's County in Equity, passed on the 24th day of March, 1936, in the cause therein entitled "Annie McK. Jacobs vs. William McK. Jacobs, et al.", being Cause No. 3058 on the Chancery Docket of said Court.

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

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 Annie McK. Jacobs, her heirs, executors, administrators or assigns, shall well and truly pay to the said W. Layton Holton, Trustee as aforesaid, his, successors, heirs, or assigns, the aforesaid sum of Forty Five Hundred Dollars (\$4,500.00) when and as the same shall become due and payable as above set forth and the interest to accrue thereon as aforesaid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on her and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Annie McK. Jacobs, her heirs and assigns, shall possess said property.

AND the said Annie McK. Jacobs, for herself, her 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 W. Layton Holton, Trustee as aforesaid, his heirs, 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, his heirs, 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 W. Layton Holton, Trustee as aforesaid, his heirs, successors or assigns, or J. FRANK HARPER and WILLIAM R. HORNEY, of Queen Anne's County, State of Maryland, or either of them, his and their hereby duly constituted Attorneys 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 aforesaid, 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, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons 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 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 moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said Annie McK. Jacobs 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 W. Layton Holton, Trustee as aforesaid, his heirs, successors or assigns, or the said J. FRANK HARPER and WILLIAM R. HORNEY, or either of the, his and their said Attorneys, 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 Annie McK. Jacobs, for herself, her heirs, executors, administrators and assigns, hereby covenants to pay.

WITNESS The hand and seal of the said Mortgagor:

TEST:

HILDA T. SEWARD

ANNIE McK. JACOBS (SEAL)

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY,

TO WIT:

I HEREBY CERTIFY that on this 4th 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 Annie McK. Jacobs, and acknowledged the foregoing MORTGAGE to be her act; AND At the same time, also before me, the subscriber, personally appeared W. Layton Holton, Trustee for Henrietta McK. Holton, the within named Mortgagee, and made oath, in due form of law, that the consideration stated in the foregoing MORTGAGE is true and bona fide as therein set forth.

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

Notary Public
Seal.

HILDA T. SEWARD
Notary Public

Queen Anne's County, to wit: Be it remembered that on the fourth 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. W. Layton Holton, Trustee for Henrietta McK. Holton, pursuant to the order of of the Circuit Court for Queen Anne's County in Equity, contained in the final ratification of the Audit filed on the 19th day of November, 1937, in the cause in said Court entitled "In the Matter of the Trust Estate and and in behalf of Henrietta McK. Holton, being cause No. 2123 on the Chancery Docket of said Court, do hereby transfer and assigns the within and foregoing mortgage unto W. Layton Holton and Henrietta H. Shearer, as tenants in common, with interest from the 1st day of April, 1937, without recourse or guarantee.

Witness my hand and seal, this 3rd day of December, 1937:

Test:

Hilda T. Seward:

W. LAYTON HOLTON (SEAL)
Trustee for Henrietta McHolton

For value received, We, W. Layton Holton and Henrietta H. Shearer do hereby transfer and assign the within and foregoing Mortgage unto, William R. Horney, Trustee in the case of Katie Hurlock vs Wilbur W. Hurlock, et al., being Cause No. 2014 on the Chancery docket of the Circuit Court for Queen Anne's County, in Equity, (he, the said William R. Horney, Trustee as aforesaid, having been authorized and empowered by said Court to purchase said mortgage by its Order passed in said cause on the 24th day of November, 1937), with interest from the 1st day of October, 1937, without recourse or guarantee.

Witness our hands and seals this 3rd day of December 1937:

Hilda T. Seward as to
Ursula Hartman as to

W. LAYTON HOLTON (SEAL)
HENRIETTA H. SHEARER (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. 2A, folio 538 A Land Record Book for Queen Anne's County.

Seals Place

In Testimony Whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County on this 16th day of September in the year nineteen hundred and forty three.

A. SYDNEY GADD Jr.
Clerk

ORDER OF COURT
Filed Jan. 23rd 1945.

WILLIAM McKENNEY JACOBS, Executor under the Last Will and Testament, and Codicil thereto, of Nannie McK. Jacobs, his deceased mother, and WILLIAM McK. JACOBS, in his individual capacity,

versus

ANNE McKENNEY JACOBS and FRANCES KENT JACOBS, minor children of J. Kent H. Jacobs, deceased.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Chancery #3349

ORDER OF COURT

The proceedings in this case having been read and considered it is this 28th day of June, in the year nineteen hundred and forty-four, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ordered and decreed that the Circuit Court for Queen Anne's County, in Equity, hereby assumes jurisdiction in the premises and directs that the allotment of the real estate and any money necessary to be made for the equalization and payment of costs of the respective allotments under the terms and provisions of the last will and testament of Nannie McK. Jacobs,

deceased, be made, and that John Cannon, Paul W. Phillips, J. Olin Pippin, Charles Quimby and J. Grant Yates, five suitable and judicious citizens of Queen Anne's County, familiar with values of real estate, be appointed a commission to examine, value and appraise the real estate of which the said Nannie McK. Jacobs, deceased, died seized and possessed, and the real estate which was allotted to the said Nannie McK. Jacobs, deceased, in Chancery No. 2122; and that said commission shall make a division, allotment, and equalization in accordance with the terms and provisions of the last will and testament of said Nannie McK. Jacobs, deceased, in manner following, that is to say: one half of said estate shall be allotted to William McK. Jacobs, the son of said deceased, said one half to be allotted to and held in trust for the said William McK. Jacobs, under and subject to the terms and provisions of said last will and testament of Nannie McK. Jacobs, deceased; one fourth to Anne McK. Jacobs, granddaughter of the deceased, said one fourth to be allotted to and held by her absolutely and in fee simple; one fourth to Frances Kent Jacobs, granddaughter of the deceased, said one fourth to be allotted to and held by her absolutely and in fee simple; provided, nevertheless, that so much of said real estate be excluded from said allotments as said commission feels is necessary for the payment of the costs of this case and the equalization of the allotments and which said commission finds necessary to recommend the sale thereof.

J. OWEN KNOTTS
Judge

Filed Jan 23rd 1945.

PETITION
Filed Feb. 28th, 1945.

William McKenney Jacobs, Executor
under the last will and testament,
and the Codicil thereto, of Nannie
McK. Jacobs, his deceased mother,
and William McKenney Jacobs, in his
individual capacity,

vs

Anne McK. Jacobs and Francis Kent
Jacobs, minor children of J. Kent
H. Jacobs, deceased.

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

CHANCERY CAUSE #3349

To the Honorable, the Judges of said Court:

The Petition of Anne McK. Jacobs Phillips and Charles Thomas Phillips Jr. respectfully shows unto your Honors:

1. That your Petitioner, Anne McK. Jacobs Phillips, one of the parties defendants to the above entitled cause under the name of Anne McK. Jacobs, was married unto your Petitioner, Charles Thomas Phillips Jr. on the seventeenth day of January 1945.
2. That your Petitioner, Anne McK. Jacobs Phillips, was a minor at the time of the institution of these proceedings but has since arrived at the age of twenty-one years, to-wit on the twentieth day of November 1944.
3. That you Petitioners are advised and so allege that it is proper that your Petitioner, Charles Thomas Phillips Jr., be made a party defendant in this cause.
4. That your Petitioners admit the several matters and things alleged in the Bill of Complaint.

WHEREFORE your Petitioners pray your Honors to pass an order making the said Charles Thomas Phillips Jr. at party defendant to this cause and to pass such other and further order or decree as may be right and proper in the premises.

Respectfully submitted,

ANNE MCK. JACOBS PHILLIPS
Anne McK. Jacobs Phillips

CHARLES THOMAS PHILLIPS Jr.
Charles Thomas Phillips Jr.

State of California,
County of Los Angeles to-wit:

This is to certify that on this 22nd day of February 1945, before the subscriber, a Notary Public of the State of California, in and for the county aforesaid, personally appeared Anne Mck. Jacobs Phillips and Charles Thomas Phillips Jr., personally known to me or sufficiently identified, and each did make oath in due form of law that the matters and things alleged and set forth in the foregoing petition are true to the best of their knowledge and belief.

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

LILIAS M. CRAWFORD
NOTARY PUBLIC

Filed Feb. 28th, 1945.

My Commission Expires Sept. 21, 1948

ORDER OF COURT
Filed March 6th, 1945.

Upon the foregoing petition it is, by the Circuit Court for Queen Anne's County, in Equity, this 5th day of March, 1945, ORDERED, that the proceedings in this cause be and they are hereby amended to the extent that Charles Thomas Phillips, Jr., be and he is hereby made a party defendant to the cause and that the name of Anne McKenney Jacobs be and the same is changed to Anne McKenney Jacobs Phillips.

J. OWEN KNOTTS
Judge.

Filed March 6th, 1945.

COMMISSION
Filed March 28th, 1945.

WILLIAM MCKENNEY JACOBS, Executor under the Last Will and Testament, and the Codicil thereto, of Nannie McK. Jacobs, his deceased mother, and WILLIAM McK. JACOBS, in his individual capacity,

versus

ANNE McK. JACOBS and FRANCES KENT JACOBS, minor children of J. Kent H. Jacobs, deceased.

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

Chancery No. 3349

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, To-wit:

The State of Maryland to John Cannon, Paul W. Phillips, J. Olin Pippin, Charles S. Quimby and J. Grant Yates, all of Queen Anne's County, State of Maryland, greeting:

KNOW YE THAT WE HAVE, pursuant to a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the twenty-eighth day of June in the year nineteen hundred and forty-four, in a Cause therein entitled "William McK. Jacobs, Executor, etc. versus Anne McK. Jacobs and Frances Kent Jacobs, minor children, etc." Chancery Cause No. 3349, fully authorized and empowered you to go to, enter upon, walk over and value all of the following described real estate, situate, lying and being in Queen Anne's County, Maryland, of which Nannie McKenney Jacobs (sometimes known as Annie McKenney Jacobs) late of Queen Anne's County aforesaid, deceased, died seized and possessed, in her own right and likewise the real estate which was allotted to the said Nannie McK. Jacobs in Chancery Cause No. 2120 and held in trust for her in Chancery Cause No. 2122, said real estate being described in the Bill of Complaint filed in said Chancery Cause No. 3349 as:

Real Estate held in Trust
in Chancery Cause No. 2122

A - The tract of land or farm known as the "S. R. Emory Farm", or "Conquest", or by whatsoever name or names the same may be known or called, being farm #6 of the McKenney estate, situate and located on Corsica River in the 3rd Election District of Queen Anne's County, aforesaid, containing 271 ACRES, more or less, to which has been added 1 and 7/10 acres which was purchased by the deceased testatrix during her lifetime.

B - The farm known as "Wakefield", or by whatsoever name or names the same may be known or called, being farm #37 of the McKenney estate, situate at Hope in the 6th Election District of Queen Anne's County, aforesaid, containing about 57 1/2 ACRES, LESS 12 1/2 ACRES sold off thereof by the Trust Estate to J. Wesley Sewell.

B (1) - Cash in the amount of Four Hundred Sixty-two Dollars and Thirty Cents (\$462.30) representing proceeds of sale of 12 and 1/2 acres of land sold off "Wakefield" to J. Wesley Sewell.

C - The tract of land or farm known as the "Tanyard Farm", or by whatsoever name or names the same may be known, containing 372.33 ACRES of land, more or less, being farm #16 of said McKenney estate, situate in the Third Election District of Queen Anne's County, on the left side of the public road from Centreville to Carville Station.

D - The tract of land or farm known as the "Baynard Farm", or by whatsoever name or names the same may be known, containing 317 ACRES, more or less, situate to the rear of the said "Tanyard" tract, in the 3rd Election District of Queen Anne's County, being farm #15 of the McKenney estate.

E - The tract of land or farm known as the "D. C. Hopper Farm", or by whatsoever name or names the same may be known, containing 185 ACRES, more or less, situate on the right side of the public road from Centreville to Ruthsburg in the 6th Election District of Queen Anne's County, being farm #47 of the said McKenney estate.

F - The tract of land or farm known as the "C. C. Harper Farm", or by whatsoever name or names the same may be known, containing 277 ACRES, more or less, situate on the right side of the public road leading from Centreville to Carville Station in the 3rd Election District of Queen Anne's County, being farm #17 of the said McKenney estate.

G - The tract of land or farm known as the "Arlett Farm", or by whatsoever name or names the same may be known, containing 137 ACRES of land, more or less, situate on the right side of the public road last above mentioned in the 3rd Election Dis-

tract of Queen Anne's County, being farm #18, of the said McKenney estate.

H - The residence property known as the "Godwin Property", on the West side of Commerce Street, on the corner where what is known as Elm Street enters said Commerce Street, in the Town of Centreville, in the 3rd Election District of Queen Anne's County, being Parcel #59, of said McKenney estate.

Real Estate owned by
Annie McK. Jacobs.

I - "Woodlawn" - All those parts of tracts, or parcels of land, situate lying and being in Queen Anne's County, Maryland, near Centreville, and being certain lots situate and lying in the forks of the public roads leading from Centreville to Wye Mills and Queenstown and on the East side of the public road leading from Centreville to Wye Mills, and containing 32 ACRES, 1 ROOD and 4 SQUARE PERCHES of land, more or less.

J - "Briarfield" - All of that lot, tract, parcel or part of a tract of land situate, lying and being in the 6th Election District of Queen Anne's County, Maryland, on the right side of the public road leading from the town of Centreville to Ruthsburg, adjoining the lands of Nannie McK. Jacobs, Charles F. Busteed, William Emerson, et al, and containing 196 Acres of land, more or less.

K - "Turpin House" - All that lot of land, improved by a two story frame dwelling house situate on the West side of Commerce Street, in the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, adjoining on one side the property of Mrs. Susan Tucker, on the other side the property occupied by the said Annie McK. Jacobs, and adjoining in the rear the property of Dr. Horace M. Davis, with a width or frontage of thirty-one feet and six inches, more or less, and extending back with an uniform width of thirty-one feet and six inches, more or less, a distance of one hundred and sixty-five feet, more or less, to the said property of Dr. Horace M. Davis.

L - "Little Needwood" - All that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County on the right hand side of the public road leading from Centreville to Carville Station, known as "Little Needwood", adjoining the lands of Henrietta McKenney Holton, the lands of the Queen Anne's and Kent Rail Road and the lands of James T. Earle and Richard T. Earle, Trustees, and containing 202 ACRES of land, more or less.

AND you are further authorized to rate the same at its present value, and upon such valuation to partition and divide the whole thereof among the devisees of the said Nannie McK. Jacobs, deceased, and those claiming by through or under them, parties to said Cause No. 3349, in the manner and according to the terms and provisions of the last will and testament of said Nannie McK. Jacobs, deceased, that is to say:- to divide and make partition of the whole thereof in two equal parts as to value, having regard to quantity and quality and to further divide and partition one of said two equal parts into two equal parts thereof (each of said last mentioned equal parts to be one-fourth of the whole), and to value and allot the same as follows: One-half of said real estate, so valued and divided, shall be allotted to and held in trust for William McKenney Jacobs, under and subject to the terms and provisions of the said last will and testament of Nannie McK. Jacobs, deceased; one-fourth of said real estate shall be allotted to Anne McK. Jacobs, to be held by her absolutely and in fee simple; and the remaining one-fourth of said real estate shall be allotted to Frances Kent Jacobs, to be held by her absolutely and in fee simple;

AND in case of an unavoidable inequality in value of the allotments of said real estate, you shall adjust and equalize the same by an award of money to be paid by one or more of the parties to another, said award of money to be and remain a lien and charge upon the real estate of the party by whom the same is to be paid, until paid and discharged.

AND pursuant to said decree you are authorized and empowered to have made surveys and plats of any of said real estate not already surveyed and platted, and to ascertain whether or not there are any encumbrances on said real estate or any part thereof and if there be to make return thereof to this court; to call upon the parties to produce all deed writings and muniments relating to the said estate as may be in their power, and to examine and take the depositions of witnesses relating to the matters in question, as you may think fit.

AND when you shall have so done, you are to certify and return to this court, without delay, your acts and proceedings in the premises, together with the plats, certificates, descriptions and documentary or other evidence made, produced to or taken by you (together with a statement of the costs of your proceedings) by your certificate, distinctly and plainly written, closed up, and under your several seals; provided, nevertheless, that before you or any of you shall act in the premises, you shall each take the oath hereunto annexed before some officer authorized by the laws of the State of Maryland to administer oaths.

WITNESS the Honorable, J. Owen Knotts, Chief Judge of the Circuit Court for Queen Anne's County, the first Monday of March in the year 1945.

A. SYDNEY GADD, Jr.
Clerk.

Filed March 28th, 1945.

ORDER TO ENTER APPEARANCE
Filed April 4th, 1945.

WILLIAM McK. JACOBS, Executor etc.

vs

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IN THE CIRCUIT COURT
FOR
QUEEN ANNES COUNTY
IN EQUITY

ANNE McK. JACOBS and FRANCES KENT
JACOBS, ETC.

CHANCERY # 3349

To A. Sydney Gadd Jr., Clerk:

You will please enter my appearance for the plaintiff along with Messrs. Thomas J. Keating and William McKenney Gibson.

THOMAS J. KEATING Jr.

Filed April 4th, 1945.

COMMISSIONERS' OATH
Filed April 23rd 1945.

COMMISSIONERS' OATH

You shall, according to the best of your skill and judgment, make the partition directed by the foregoing Commission and in all things truly and faithfully execute the powers given and perform the duties required of you by the said Commission, without favor or partiality to, or prejudice or ill-will against, any person whatsoever interested therein.

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

I HEREBY CERTIFY that on this 23rd day of April, in the year nineteen hundred and forty five, before me, the subscriber, a Clerk of the Circuit Court, for Queen anne's County aforesaid, duly elected and qualified according to law, personally appeared John, Paul W. Phillips, J. Olin Pippin, Charles S. Quimby and J. Grant Yates, the commissioners named in the foregoing Commission, and that the foregoing oath annexed to said Commission was made before me in due form of law by each of the said Commissioners, to wit: by the said John Cannon, Paul W. Phillips, J. Olin Pippin, Charles Quimby and J. Grant Yates.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's Co. the day and year last above written:

A. SYDNEY GADD, Jr.
Clerk Circuit Court
Queen Annes Co.

Filed April 23rd 1945.

REPORT AND RETURN BY
COMMISSIONERS
Filed Nov. 7th, 1945.

WILLIAM MCKENNEY JACOBS, EXECUTOR
UNDER THE LAST WILL AND TESTAMENT,
AND THE CODICIL THERETO, OF NANNIE
McK. JACOBS, HIS DECEASED MOTHER,
AND WILLIAM MCKENNEY JACOBS IN HIS
INDIVIDUAL CAPACITY.

vs.

ANNE McK. JACOBS AND FRANCES KENT
JACOBS, MINOR CHILDREN OF J. KENT
H. JACOBS, DECEASED.

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

Cause No. 3349.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The subscribers, John Cannon, Paul W. Phillips, J. Olin Pippin, Charles S. Quimby and J. Grant Yates, the Commissioners appointed in and by the Commission issued out of this Honorable Court, in this cause, and dated the fifth day of March, nineteen hundred and forty-five, do certify that after taking the oath annexed to said Commission, the Clerk's Certificate of which fact is hereto annexed, we did, in pursuance of said Commission, meet on May thirty-first, nineteen hundred and forty-five, and did proceed to visit, to enter upon, walk over and examine the real estate mentioned in said Commission and we did thereafter proceed to make valuation of all of said real estate mentioned and described in said Commission as hereinafter set forth.

We submit herewith as a part of this return, certain plats and certificates of survey of several of the parcels of land mentioned in said Commission, which surveys had been made for the purposes of this proceeding at the instance of counsel for the plaintiff and are hereto annexed, the same being surveys made by J. B. Metcalfe, Surveyor of:

Addition to S. R. Emory Farm, designated as an addition to "Parcel A" in the Commission and Bill of Complaint.

"Woodlawn", designated as "Parcel I" in the Commission and Bill of Complaint.

"Briarfield", designated as "Parcel J" in the Commission and Bill of Complaint.

Turpin lot, designated as "Parcel K" in the Commission and Bill of Complaint.

"Little Needwood", designated as "Parcel L" in the Commission and Bill of Complaint.

We did also, pursuant to said Commission ascertain that there were certain encumbrances resting against certain of the parcels of real estate, same being also referred to in the testimony previously taken in support of the Bill of Complaint in this cause, as follows:

Against the farm or tract of land known as "Briarfield", and designated in said Commission and the Bill of Complaint as "Parcel J", we did ascertain that there rested a mortgage from Nannie McK. Jacobs originally given to W. Layton Holton, Trustee, for the sum of Four Thousand Five Hundred Dollars (\$4,500.00), dated April 4, 1936, recorded in Liber W.H.C. No. 2 A, folio 538, a Land Record Book for Queen Anne's County, and assigned unto William R. Horney, Trustee, in the case of Katie Hurlock vs. Wilbur W. Hurlock, et al., being Chancery Cause No. 2014 in the Circuit Court for Queen Anne's County in Equity, the principal balance due thereunder being Three Thousand Nine Hundred Dollars (\$3,900.00) with interest from April 1, 1943, at five per centum (5%) per annum.

Against two of the other parcels of real estate (and also a third parcel which is not subject to these proceedings) we did ascertain that there rested a mortgage from Nannie McK. Jacobs to the Centreville National Bank of Maryland, dated March 19, 1936, recorded in Liber W. H. C. No. 2 A, folio 476, a Land Record Book for Queen Anne's County, originally given for Nine Thousand Eight Hundred Dollars (\$9,800.00), and upon which there was, at the time of our first meeting, a principal balance due of Two Thousand Eight Hundred Dollars (\$2,800.00) with interest from April 19, 1941, at six per centum (6%) per annum. This mortgage covered the Farm known as "Woodlawn", designated as "Parcel I" in the Commission and the Bill of Complaint, the Farm known as "Little Needwood", designated as "Parcel L" in the Commission and the Bill of Complaint and a Farm called "Devils Woodyard" which is not a subject of these proceedings. Since the first meeting of the Commission, we have ascertained that one-third of the balance of principal mortgage debt and one-third of the accrued interest was, on or about July 1, 1945, paid by the present owners of said "Devils Woodyard" and thereupon the mortgagee released said "Devils Woodyard" from the line of said mortgage, retaining its lien for the balance of the mortgage debt, which therefore now amounts to the principal balance of One Thousand Eight Hundred Sixty-six Dollars and Sixty-six Cents (\$1,866.66) with interest from April 19, 1941, against the said "Parcel I" - "Woodlawn", and "Parcel L" - "Little Needwood".

We thereupon determined to compute the interest on both of the aforesaid outstanding mortgages up to a certain, but arbitrary, date in order to place an exact value on the equities of redemption which should be awarded and allotted in this return and we chose the date of July 1st, 1945, and did then ascertain that, as of July 1st, 1945, there were liens against "Parcel J" - "Briarfield" of the sum Four Thousand Three Hundred Thirty-eight Dollars and Seventy-five Cents (\$4,338.75), and against "Parcel I" - "Woodlawn" and "Parcel L" - "Little Needwood" together of the sum of Two Thousand Three Hundred Thirty-six Dollars and Seventy-six Cents (\$2,336.76).

We did thereafter, upon divers occasions, meet at the office of Thomas J. Keating Jr., one of the Attorneys for the plaintiff, and did arrive at a valuation of each parcel of said real estate and of the entire amount of the estate as follows, to wit:

Parcel A - "The S. R. Emory Farm, of 271 Acres more or less, we did value at.....	\$ 30,000.00
Parcel B - "Wakefield", of 562 Acres more or less, we did value at	20,000.00
Parcel B (1) - Being cash proceeds of sale of part of Wakefield amounts to.....	462.30
Parcel C - "Tanyard Farm", of 372 Acres more or less, we did value at	21,000.00
Parcel D - "Baynard Farm", of 317 Acres more or less, we did value at.....	12,000.00
Parcel E - "D. C. Hopper Farm", of 185 Acres more or less, we did value at.....	12,000.00
Parcel F - "C. C. Harper Farm", of 277 Acres more or less, we did value at.....	9,000.00
Parcel G - "Arlett Farm", of 137 Acres more or less, we did value at	5,500.00
Parcel H - The "Godwin House", residence property we did value at	4,000.00
Parcel I - "Woodlawn", of 32 Acres more or less, we did value at.....	\$ 8,000.00

Parcel L - "Little Needwood", 202 Acres more or less, we did value at	<u>\$15,000.00</u>	
	\$23,000.00	
Less mortgage thereon.....	<u>2,336.76</u>	
Equity of redemption in both..	\$20,663.24	\$ 20,663.24
Parcel J - "Briarfield", 202 Acres more or less, we did value at	15,000.00	
Less mortgage thereon	<u>4,338.75</u>	
Equity of redemption.....	\$ 10,661.25	10,661.25
Parcel K - "Turpin House", residence property we did value at.....		3,000.00
MAKING A TOTAL VALUATION OF THE ENTIRE ESTATE OF...		\$148,286.79

Having thus, to our own satisfaction arrived at the proper valuation of the estate we did cause notice to be given to the parties to the cause to attend, if they so desired, at the office of Thomas J. Keating Jr., in Centreville, Maryland, on Friday, August 17, 1945, at the hour of eight o'clock P.M., to express any wished or desires that they might have in reference to the division and allotment of the estate and thereupon, at the time and place aforesaid, we did attend, there being present all of the undersigned Commissioners and also William McK. Jacobs, plaintiff, and Messrs. William McK. Gibson and Thomas J. Keating Jr., attorneys for the plaintiff. Although neither of the defendants were present, a letter from Hon T. Sanston Insley, Attorney at law, Cambridge, Maryland, grandfather of the defendants, addressed to Thomas J. Keating Jr., dated August 14, 1945, was read and considered and is attached hereto as a part of this return.

The plaintiff, William McKenney Jacobs, stated to the Commissioners that he would rather have the "Tanyard Farm" than any farm in the estate and that he preferred not to have any of the farms allotted in common to the parties, and that it was the desire of himself and the other parties in interest that, if possible, the "Woodlawn" property - "Parcel I" be sold for the purpose of paying the mortgage resting against it and the "Needwood Farm" and the cost and expenses of these proceedings.

Whereupon, having heard and given such consideration to the desires of the parties as to us seemed practical and equitable we did determine as follows:

That we should and we do hereby recommend to this Honorable Court that the parcel described in these proceedings as "Parcel I" - "Woodlawn" be sold for the purpose of first paying the mortgage debt which rests as a lien against said "Woodlawn" and "Parcel L" - "Little Needwood" in order to relieve said "Little Needwood" of the burden of said lien, and second paying the costs and expenses of these proceedings, including the costs of the sale thereof. Should this recommendation be carried out the estate for partition and allotment will therefore be altered in total value to the extend of the difference between the appraised value of "Woodlawn" - Eight Thousand Dollars (\$8,000.00) - and the lien thereon - Two Thousand Three Hundred Thirty-six Dollars and Seventy-six Cents (\$2,336.76), or a reduction of Five Thousand Six Hundred Sixty-three Dollars and Twenty-four Cents (\$5,663.24), thus fixing the total value of the remaining properties of One Hundred Forty-two Thousand, Six Hundred Twenty-three Dollars and Fifty-five Cents (\$142,623.55).

Upon this valuation and basis we did therefore divide and allot said estate in the proportion and in the manner directed by the Commission as follows:

Division and Allotment
No. 1.

We did value and allot to William McK. Jacobs, son of the testatrix, Nannie McK. Jacobs, the following real estate, being a one-half part of the whole, having regard to the quantity and quality thereof, the same to be held by Charles S. Quimby, the Trustee appointed by the Court in the cause entitled "In the Matter of the Trust Estate for William McK. Jacobs created by the Will of Nannie McK. Jacobs, Deceased", and his successor or successors in the trust, subject to the trust engrafted thereon by the said last Will and Testament of said Nannie McK. Jacobs, to wit:

Parcel B - The farm known as "Wakefield", or by whatsoever name or names the same may be known or called, being farm #37 of the McKenney estate, situate at Hope in the 6th Election District of Queen Anne's County aforesaid, containing about 57⁴/₄ Acres save and except 12-1/2 Acres more or less, sold and conveyed to J. Wesley Sewell by J. Kent H. Jacobs Trustee by deed dated July 23, 1930, recorded in Liber B.H.T. No. 11, folio 342, a Land Record Book for Queen Anne's County, at the aforesaid valuation of \$ 20,000.00

Parcel C - The tract of land or farm known as the "Tanyard Farm", or by whatsoever name or names the same may be known, containing 372.33 Acres of land, more or less, being farm #16 of said McKenney estate, situate in the Third Election District of Queen Anne's County, on the left side of the public road from Centreville to Carville Station, at the aforesaid valuation of 21,000.00

Parcel D - The tract of land or farm known as the "Baynard Farm", or by whatsoever name or names the same may be known, containing 317 Acres, more or less, situate to the rear of the said "Tanyard" tract, in the Third Election District of Queen Anne's County, being farm #15 of the said McKenney estate, at the aforesaid valuation of..... \$ 12,000.00

Parcel H - The residence property known as the "Godwin Property", on the West side of Commerce Street, on the corner where what is known as Elm Street enters said Commerce Street, in the Town of Centreville, in the Third Election District of Queen Anne's County, being #59, of said McKenney estate, at the aforesaid valuation of..... 4,000.00

An undivided one-half (1/2) interest and estate (in common with the other parties to this cause) in Parcel A - The tract of land or farm known as the "S. R. Emory Farm", or "Conquest", or by whatsoever name or names the same may be known or called, being farm #6 of the McKenney estate, situate and located on Corsica River in the Third Election District of Queen Anne's County aforesaid, containing 271 Acres, more or less, including therewith that lot or parcel of land containing one and seven-tenths Acres (1.7), more or less, conveyed to Nannie McK. Jacobs as Annie McK. Jacobs by Alfred Green and wife by deed dated December 6, 1915, and recorded in Liber W.F.W. No. 8, folios 168 etc., a Land Record Book for Queen Anne's County, at one-half (1/2) the aforesaid valuation of \$30,000.00..... 15,000.00

Less an amount of cash to be paid unto Frances Kent Jacobs as per allotment No. 3 in order to equalize the awards and allotments, which amount shall be and remain a lien or charge upon the real estate embraced in this allotment No. 1 until paid, to wit:..... 688.23

Leaving the net value of this allotment \$ 71,311.77 \$ 71,311.77

Division and Allotment No. 2.

We did value and allot unto Anne McK. Jacobs Phillips, grand-daughter of the testatrix, the following real estate, being a one-fourth part of the whole, having regard to the quantity and quality thereof, the same to be held by her absolutely and in fee simple.

Parcel E - The tract of land or farm known as the "D. C. Hopper Farm", or by whatsoever name or names the same may be known, containing 185 Acres, more or less, situate on the right side of the public road from Centreville to Ruthsburg in the Sixth Election District of Queen Anne's County, being farm #47 of the said McKenney estate, at the aforesaid valuation of..... \$ 12,000.00

Parcel G - The tract of land or farm known as the "Arlett Farm", or by whatsoever name or names the same may be known, containing 137 Acres of land, more or less, situate on the right side of the public road leading from Centreville to Carville Station in the Third Election District of Queen Anne's County, being farm #18 of the said McKenney estate, at the aforesaid valuation of..... 5,500.00

Parcel J - The tract of land or farm known as "Briarfield", or by whatsoever name or names the same may be known, containing 202.53 Acres of land, more or less, situate in the Third Election District of Queen Anne's County, on the southerly side of the Centreville - Ruthsburg State Road, SUBJECT to the mortgage against same of \$3900.00, with interest from April 1, 1943 @ 5 %, at the aforesaid valuation of the amount of redemption..... 10,661.25

At undivided one-fourth (1/4) interest and estate (in common with the other parties

to this cause) in Parcel A - The tract of land or farm known as the "S. R. Emory Farm", or "Conquest", or by whatsoever name or names the same may be known or called, being farm #6 of the McKenney estate, situate and located on Corsica River in the Third Election District of Queen Anne's County, aforesaid, containing 271 Acres, more or less, including therewith that lot or parcel of land containg one and seven-tenths (1.7) Acres, more less, conveyed to Nannie McK. Jacobs as Annie McK. Jacobs by Alfred Green and wife by deed dated December 6, 1915, and recorded in Liber W.F.W. No. 8, folios 168 etc., a Land Record Book for Queen Anne's County, at one-fourth (1/4) the aforesaid valuation of \$30,000.00.....

7,500.00
\$ 35,661.25

Less an amount of cash to be paid unto Frances Kent Jacobs as per allotment No. 3 in order to equalize the awards and allotments, which amount shall be and remain a lien or charge upon the real estate embraced in this allotment No. 2 until paid, to wit:.....

\$ 5.36

Leaving the net value of the allotment

\$ 35,655.89 \$ 35,655.89

Division and Allotment
No. 3.

We did value and allot unto Frances Kent Jacobs, minor, grand-daughter of the testatrix, the following real estate and cash, being a one-fourth part of the whole, having regard to the quantity and quality, thereof, the same to be held by her absolutely and in fee simple.

Parcel F - The tract of land or farm known as the "C. C. Harper Farm", or by whatsoever name or names the same may be known, containing 277 Acres, more or less, wituate on the right side of the public road leading from Centreville to Carville Station in the Third Election District of Queen Anne's County, being farm #17 of the said McKenney estate, at the aforesaid valuation of.....

\$ 9,000.00

Parcel K - "Turpin House" - All that lot of land, improved by a two story frame dwelling house situate on the West side of Commerce Street, in the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, adjoining on one side the property of Mrs. Susan Tucker, on the other side the property occupied by the said Annie McK. Jacobs, and adjoining in the rear the property of Dr. Horace M. Davis, with a width or frontage of thirty-one feet and six inches, more or less, and extending back with a uniform width of thirty-one feet and six inches, more or less, a distance of one hundred and sixty-five feet, more or less, to the said property of Dr. Horace M. Davis, containing 0.116 Acres of land, more or less, at the aforesaid valuation of

3,000.00

Parcel L - "Little Needwood" - All that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County on the right hand side of the public road leading from Centreville to Carville Station, known as "Little Needwood", adjoining the lands of Henrietta McKenney Holton, the lands of the Queen Anne's and Kent Railroad and the lands of James T. Earle and Richard T. Earle, Trustees, and containing 199.669 Acres of land, more or less, at the aforesaid valuation of.....

15,000.00

An undivided one-fourth (1/4) interest and estate (in common with the other parties to this cause) in Parcel A - The tract of land or farm known as the "S. R. Emory Farm", or "Conquest", or by whatsoever name or names the same may be known or called, being farm #6 of the McKenney estate, situate and located on Corsica River in the Third Election District of Queen Anne's County, aforesaid, containing 271 Acres, more or less, including therewith that lot or parcel of land containing one and seven-tenth (1.7) Acres, more or less, conveyed to Nannie McK. Jacobs as Annie

McK. Jacobs by Alfred Green and wife by deed dated December 6, 1915, and recorded in Liber W.F.W. No. 8, folios 168 etc., a Land Record Book for Queen Anne's County, at one-fourth (1/4) the aforesaid valuation of \$30,000.00..... \$ 7,500.00

Parcel B (1) - Cash proceeds of sale of part of "Wakefield"..... 462.30

And an amount of cash to be contributed and paid by and from allotment No. 1, which shall be and remain a lien and charge upon the real estate embraced in allotment No. 1 until paid 688.23

And an amount of cash to be contributed and paid by and from allotment No. 2, which shall be and remain a lien and charge upon the real estate embraced in allotment No. 2 until paid..... 5.36

Total valuation of the allotment.....\$ 35,655.89 \$ 35,655.89

We further certify that the per diem and expenses of the Commissioners are as follows:

John Cannon, Commissioner,	\$ 100.00
Paul W. Phillips, Commissioner,	100.00
J. Olin Pippin, Commissioner,	100.00
Charles S. Quimby, Commissioner,	100.00
J. Grant Yates, Commissioner,	<u>100.00</u>
	\$ 500.00
J. B. Metcalfe, Surveyor, as per bill	\$ 385.00

We recommend that said per diem and expenses of the Commissioners as above set forth and all costs and expenses incident to these proceedings be paid out of the proceeds of the proposed sale of "Woodlawn" and that the net proceeds thereof be allotted as follows:

To William McK. Jacobs to be held in trust as in allotment No. 1	1/2 thereof
To Anne McK. Jacobs Phillips absolutely,	1/4 thereof
To Frances Kent Jacobs, minor, absolutely,	1/4 thereof

All of which proceedings with the certificates of survey, exhibits, and said commission, we return closed under our hands and seals this 23rd day of October in the year nineteen hundred and forty-five.

JOHN CANNON (SEAL)
PAUL W. PHILLIPS (SEAL)
J. OLIN PIPPIN (SEAL)
CHARLES S. QUIMBY (SEAL)
J. GRANT YATES (SEAL)

Filed Nov. 7th, 1945.

CERTIFICATES OF SURVEY AND PLATS OF LAND

Filed Nov. 7th, 1945.

I, J. B. Metcalfe, Surveyor, having been employed by the Counsel for the Plaintiff in the case of "William McKenney Jacobs, Executor under the Last Will and Testament, and the Codicil thereto, of Nannie McK. Jacobs, his deceased mother, and William McKenney Jacobs in his individual capacity, vs. Anne McK. Jacobs and Frances Kent Jacobs, minor children of J. Kent H. Jacobs, deceased", being Cause No. 3349 in the Circuit Court for Queen Anne's County in Equity, to make a survey and return to them plats and certificates thereof of the properties mentioned in said cause as follows, to wit:

"Woodlawn", designated as "Parcel I" in the Commission and Bill of Complaint;

"Briarfield", designated as "Parcel J" in the Commission and Bill of Complaint;

Turpin lot, designated as "Parcel K" in the Commission and Bill of Complaint;

"Little Needwood", designated as "Parcel L" in the Commission and Bill of Complaint;

and to make a plat from the courses and distances of the tract mentioned in Liber W.F.W. No. 8, folio 168, a Land Record Book for Queen Anne's County aforesaid (Addition to S. R. Emory Farm, designated as an addition to "Parcel A" in the Commission and Bill of

Complaint).

I DO HEREBY CERTIFY that pursuant to said employment I have made surveys of said four parcels of real estate and a plat of the fifth parcel, and that plats and descriptions showing metes and bounds of said parcels are hereto attached as a part of this certificate, dated this day of Sept. 21, 1945.

J. B. METCALFE
J. B. Metcalfe
Surveyor. Md. Reg. #667

LITTLE NEEDWOOD.

ALL that lot of land situated lying and being in the Third Election District of Queen Anne County. Same being known as Little Needwood. Lying on the southerly side of the Centerville - Carvell State road about a mile easterly from the intersection of said Carvell road with the Centerville - Church Hill road. Being described in B.H.T. #8 Folio # 359. A land record book of Queen Anne Co.

Beginning for the same at a point where the boundary line of these lands and those of S. C. Quimby "Big Needwood" intersects the southerly 25 ft. right of way line to the said Carvell road, and running

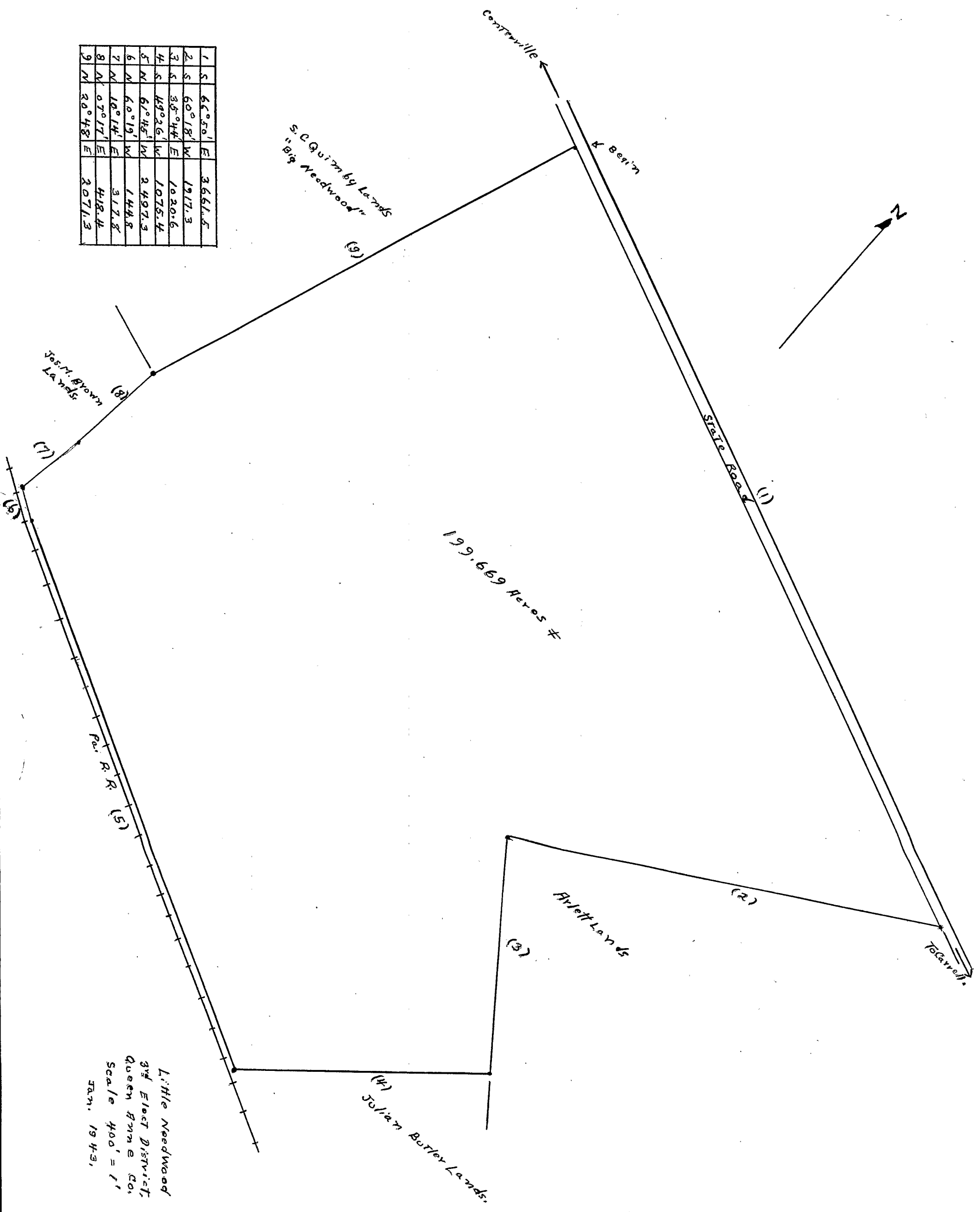
- (1) By and with the said right of way line
S 66° 50' E --- 3661.5 ft. to the Arlett Farm (McKenney Est).
- (2) Thence by and with the same Arlett lands the two following courses and distances
S 60° 18' W --- 1917.3 ft.
S 35° 44' E --- 1020.6 ft. to the lands of Julian Butler
- (3) Thence by and with the said Butler lands
S 49° 26' W --- 1075.4 ft. to the northerly 33 ft. right of way of the Pa. R. R.. This point is also N 49° 26' E -- 15.0 ft. from a stone set at top of bank.
- (4) Thence by and with the said northerly right of way to R. R. the two following courses and distances.
N 61° 45' W --- 2497.3 ft.
N 60° 17' W --- 144.8 ft. to the lands of Jos. M. Brown this point is also N 35° 05' W.
33.0 ft. from M. P. #1.
- (5) Thence by and with the said Brown lands the two following courses and distances.
N 10° 14' E. --- 317.8 ft.
N 07° 17' E. --- 418.4 ft. to the lands of S. C. Quimby (Big Needwood)
- (6) Thence by and with the said Quimby lands
N 20° 48' E --- 2071.3 ft. to the point of beginning.

Containing 199.669 acres of land more or less.

Surveyed Jan. 1943.

J. B. Metcalfe,
Surveyor, #667.

1	S	66°50'	E	3661.5
2	S	60°18'	W	1917.3
3	S	36°44'	E	1020.6
4	S	49°26'	W	1075.4
5	N	67°45'	W	2497.3
6	N	60°19'	W	1448.8
7	N	10°14'	E	317.8
8	N	07°17'	E	418.4
9	N	20°48'	E	2071.3



Mc. Kenny Estate.

"BRIARFIELD"

All that lot of land (a farm) situated, lying and being in the Third Election District of Queen Anne County, State of Maryland aforesaid. A tract of land called "BRIARFIELD". Located on the southerly side of the Centerville. Being described in W.H.C. #2, Folio # 538. A land record book of Queen Anne Co.

Beginning for the same at an iron fence post set on the boundary line between these lands and those of "DEVILS WOODWARD". Forty feet southerly from the center of said state road, and running

(1) Thence by and with the southerly line of the state road right of way

S 45° 18' E ----- 2877.0 ft. to an iron fence post set Forty two ft. from the center of state road and on the westerly line of the right of way that leads to "Walnut Ridge".

(2) Thence by and with the westerly line of the said right of way to "Walnut Ridge" and also the lands of "Walnut Ridge" the four following courses and distances

S 27° 44' W ----- 2294.9 ft. to a fence corner in marsh.
 N 76° 00' W ----- 1002.5 ft. to a large poplar tree at fence corner
 N 71° 39' W ----- 833.2 ft. to a fence corner,
 N 74° 39' W ----- 543.7 ft. to the lands of "Little Eagle".

(3) Thence by and with the lands of "Little Eagle"

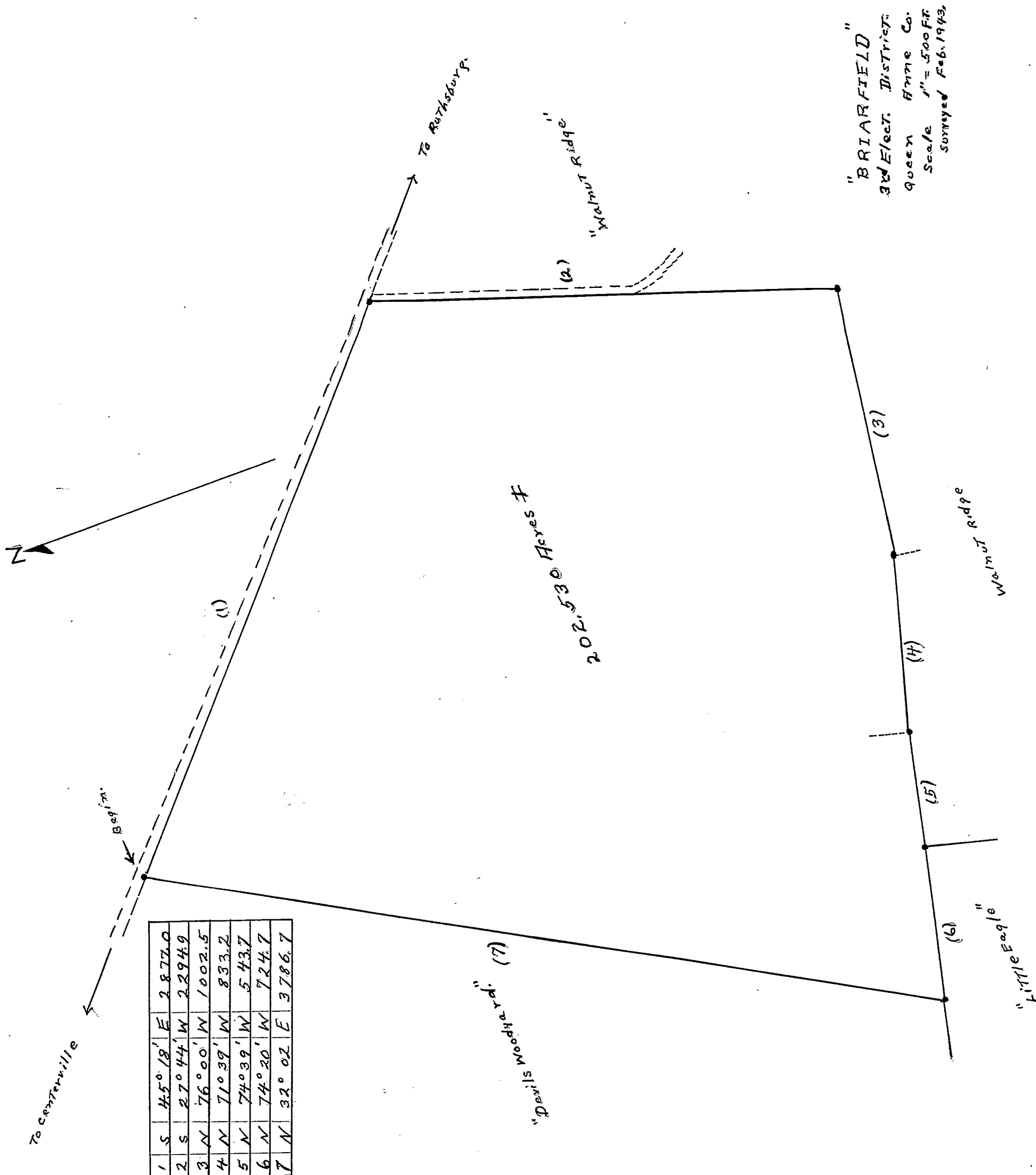
N 74° 20' W ----- 724.7 ft. to a corner and lands of "Devila Woodyard".

(4) Thence by and with the lands of "Devils Woodyard"

N 32° 02' E ----- 3786.7 ft. to the point of beginning.

Containing 202.530 Acres of land more or less.
 Surveyed Feb. 1943.

J. B. Metcalfe,
 Surveyor, #667.



1	S	45° 18'	E	2877.0
2	S	27° 44'	W	2294.9
3	N	76° 00'	W	1002.5
4	N	71° 39'	W	833.2
5	N	74° 39'	W	543.7
6	N	74° 20'	W	724.7
7	N	32° 02'	E	3786.7

Turpin or Covington Lot.

Centreville, Md.

Being a lot of land situated lying and being in the Third Election District of Queen Anne County. On the westerly side of South Commerce St., Centreville.

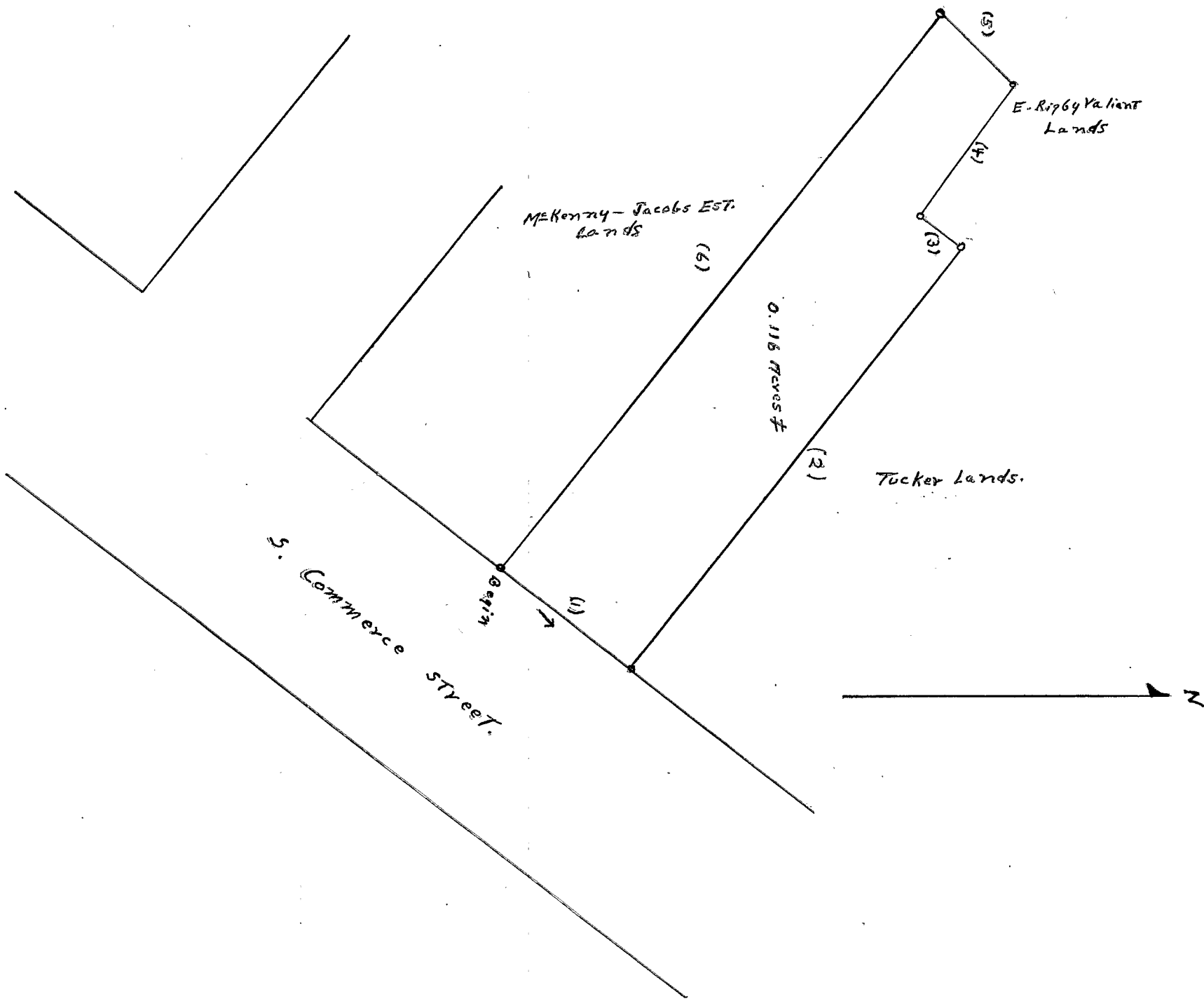
Beginning for the same at a point where the boundary line of these lands and those of the Mc Kenny - Jacobs Est. lot intersects the outside face of westerly curb to Commerce St. This point is also 561 ft 8 in. southerly from a brass bolt set at corner of Centerville Nat. Bank. (This measurement taken from description of above mentioned Mc.Kenny - Jacobs lot) and running

- (1) Thence by and with westerly curb to Commerce St. N 39° 16' E --- 29.5 ft. to the Tucker lands.
- (2) Thence by and with the said Tucker lands N 50° 06' W --- 133.0 ft. to the lands of E. Rigby Valient.
- (3) Thence by and with said Valient lands the three following courses and distances.
 S 37° 47' W --- 9.4 ft.
 N 48° 04' W --- 39.5 ft.
 S 42° 44' W --- 23.0 ft. to the lands of the said Mc.Kennet Jacobs Est. lot.
- (4) Thence by and with said McKenny - Jacobs lands S 50° 59' E --- 173.7 ft. to the point of beginning.

Containing 0.116 acres of land more or less.

Surveyed January 1943.

J. B. Metcalfe
 Surveyor, #667



1	N	39° 16'	E	29.5'
2	N	50° 06'	W	133.0'
3	S	37° 47'	W	9.4'
4	N	48° 04'	W	39.5'
5	S	42° 44'	W	23.0'
6	S	50° 59'	E	173.7'

TURPIN or COVINGTON LOT,
 Centreville, Md.
 scale 3" = 100'

Woodlawn.

All of a lot of land situated lying and being in the Third Election of Queen Anne Co., Same being known as "Woodlawn". Lying on the easterly and westerly sides of the Centerville Easton State Road. Being recorded in W.H.C. #8 Folio #74 a land record book of Queen Anne Co.

Beginning for the same at a point where the westerly 25 ft. right of way line to the said Centerville - Easton Road intersects the southerly 25 ft. right of way line to the Centerville-Queenstown State Road and running

(1) Thence

S 60° 30' E --- 50.0 to the easterly side of said Centerville-Easton road.

(2) Thence by and with the easterly 25 ft. right of way to said road the two following courses and distances.

N 32° 16' E --- 158.4 ft.
N 26° 56' E --- 58.2 " to the lands of David D. Taylor

(3) Thence by and with the said Taylor lands the three following courses and distances,

S 52° 55' E --- 619.4 ft.
S 35° 02' W --- 589.2 "
N 52° 30' W --- 649.3 " to a point on the westerly 25 ft. right of way to the said Centerville Easton State road.

(4) Thence by and with said right of way

S 35° 31' W --- 1302.7 ft. to the lands of A. Sidney Gadd, Jr.

(5) Thence by and with said Gadd lands

N 57° 52' W --- 983.3 ft. to a point on the easterly 25 ft. right of way to the said Centerville Queenstown State Road.

(6) Thence by and with said right of way the six following courses and distances.

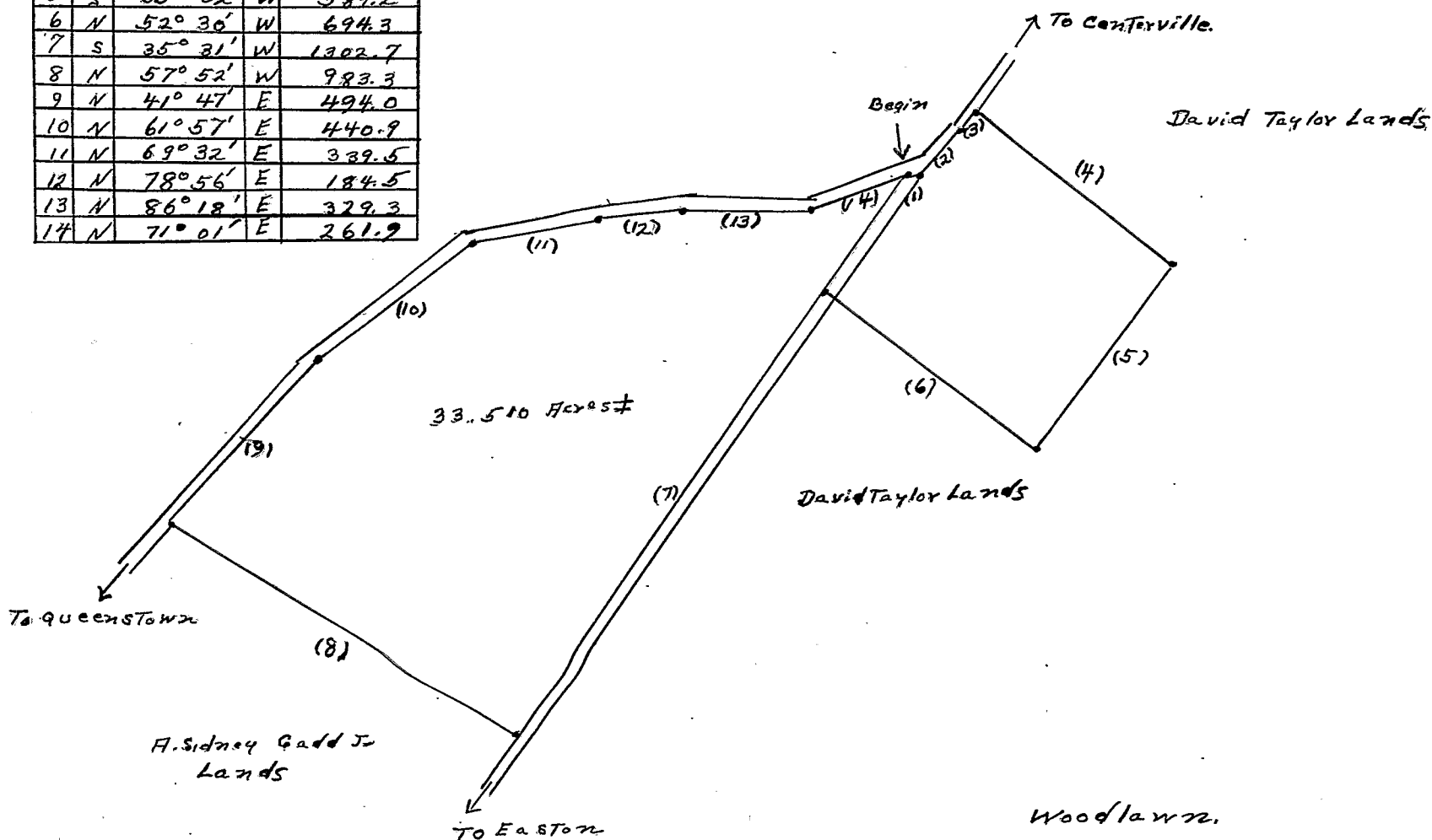
N 41° 47' E --- 494.0 ft.
N 61 57' E --- 440.9 ft.
N 69 32' E --- 339.5 ft.
N 78 56' E --- 184.5 ft.
N 86 18' E --- 329.3 ft.
N 71 01' E --- 261.9 ft. to the point of beginning.

Containing 33,510 acres of land more or less. Less 0.422 acres more or less. This area being the 368 ft. of the Centerville - Easton State Road that runs through these lands. Therefore the total area of this tract is 33,088 acres more or less.

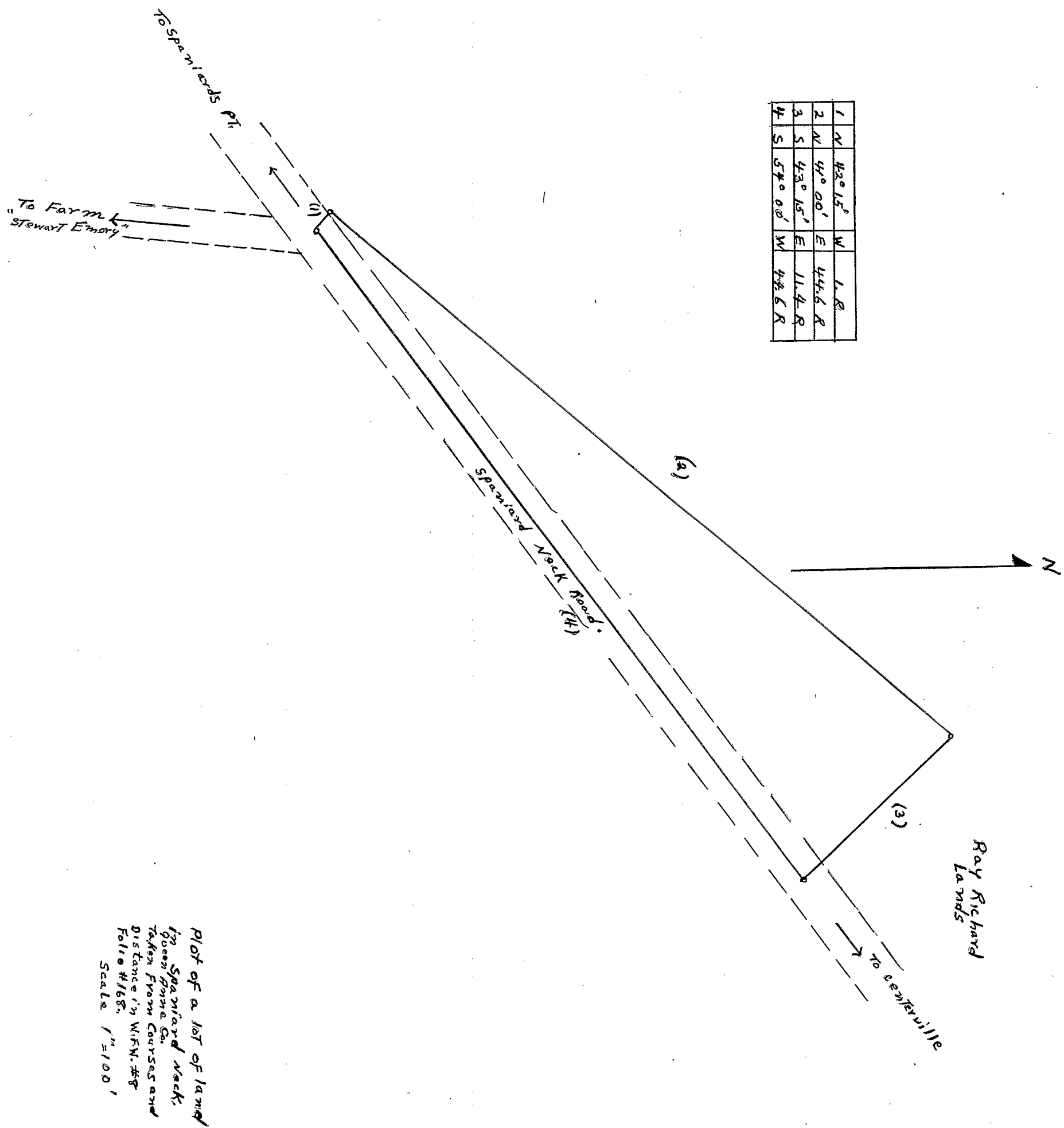
Surveyed January, 1943.

J. B. Metcalfe,
Surveyor. #667.

1	S	60° 30'	E	50.0
2	N	32° 16'	E	158.4
3	N	26° 56'	E	58.2
4	S	52° 55'	E	619.4
5	S	35° 02'	W	589.2
6	N	52° 30'	W	649.3
7	S	35° 31'	W	1302.7
8	N	57° 52'	W	983.3
9	N	41° 47'	E	494.0
10	N	61° 57'	E	440.9
11	N	69° 32'	E	339.5
12	N	78° 56'	E	184.5
13	N	86° 18'	E	329.3
14	N	71° 01'	E	261.9



Woodlawn.
3rd Elect. Dist.
Queen Anne Co.
Scale 400' = 1"



LETTER FROM INSLEY TO KEATING
 Filed Nov. 7th, 1945.

T. SANGSTON INSLEY
 ATTORNEY AT LAW
 CAMBRIDGE, MD.

August 14, 1945.

Mr. Thomas J. Keating, Jr.,
 Centreville, Maryland.

Dear Mr. Keating:

I am writing on behalf of my daughter and her two children, in the hope that I can herein give you all of the information and suggestions desired or needed by you and Mr. Mc Kenney Gibson to submit to the Commissioners for their use in arriving at their decisions in the division and allocation of the Mc Kenney-Jacobs properties, and thus save us the necessity of going to Centreville Friday night, as suggested by Mr Mc Kenney Gibson and yourself.

It is doubtful that Attorneys and Commissioners have ever been called upon to make divisions and allocations of properties wherein there existed among those to whom the properties are to be allocated, greater love, accord and sincere desire on the part of each to do complete justice to all and to have made as fair divisions and allocations as are humanly possible.

Among the properties to be allocated is the large water-front farm.

This farm is thought to have a potential or speculative value of possibly two or more times its investment or average income-yielding value. Therefore, we think that this farm should be allocated to all three of the heirs, in the proportions to which each is entitled, subject, of course, to the conditions or limitations imposed by the wills involved, a one-half undivided interest to William, a one-fourth undivided interest to Anne, and a one-fourth undivided interest to Frances Kent.

After disposing of the above farm as suggested above, allocate the other properties among the three heirs concerned as fairly and as equitably as possible, so that William will receive one half and each of my daughter's children, one fourth of the remaining properties and estates. I can suggest no fairer way.

After a tentative division has been agreed upon along the lines herein suggested, if you will kindly submit the same to us for such suggestions, if any, as we wish to make, we shall be very grateful.

With kindest personal regards to yourself and to Mr. Gibson, I am

Yours very sincerely,

T. SANGSTON INSLEY.
T. Sangston Insley

LETTER FROM INSLEY TO KEATING
Filed Nov. 7th., 1945.

T. SANGSTON INSLEY
ATTORNEY AT LAW
CAMBRIDGE, MD.

Nov. 1, 1945.

Mr. Thomas J. Keating, Jr.,
Centreville, Maryland.

Dear Mr. Keating;

After having examined, considered and discussed among ourselves the contents of the Commissioners' report, a copy of which you so kindly sent to me with your letter of the 26th ultimo., it is the opinion of my daughter, her daughter Frances Kent, who is now fourteen and a half years of age and a Sophomore in the Cambridge High School, and myself, that the lawyers and Commissioners have worked out as fair and equitable divisions, valuations, allocations and recommendations to the Court as to use appear possible, taking everything into consideration.

As my granddaughter Anne is at Centreville at this time, I have not been able to go over this matter with her, and shall be very grateful if you will get in touch with her and give her an opportunity to examine the Commissioners' report and discuss with you and Mr. Gibson anything therein or relative thereto that she desires.

If the Court ratifies the report and recommendations therein contained, I assume that "Woodlawn" will be advertised for sale at public auction, and I shall appreciate having you mail to me a copy of the advertisement so that any of us may have an opportunity to attend the sale, if any of us so desire.

My daughter Frances says she has some personal property at "Woodlawn" that she wants to remove before the place is sold. Kindly, therefore, advise me or her when it will be agreeable for her to make the necessary arrangements to have this attended to.

Thanking you for all of your courtesies, and with kindest personal regards to yourself and to Mr. Gibson, I remain

Yours very sincerely,

T. SANGSTON INSLEY.
T. Sangston Insley.

ORDER NISI
Filed No. 7th., 1945.

WILLIAM MCKENNEY JACOBS, EXECUTOR
UNDER THE LAST WILL AND TESTAMENT,
AND THE CODICIL THERETO, OF NANNIE
McK. JACOBS, HIS DECEASED MOTHER,
AND WILLIAM MCKENNEY JACOBS IN HIS
INDIVIDUAL CAPACITY.

vs.

ANNE McK. JACOBS AND FRANCES KENT
JACOBS, MINOR CHILDREN OF J. KENT
H. JACOBS, DECEASED.

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

Cause No. 3349

ORDER NISI

John Cannon, Paul W. Phillips, J. Olin Pippin, Charles S. Quimby and
J. Grant Yates, the Commissioners appointed by the Decree of this Court passed in the a-

bove cause on the 28th day of June 1944, to value, divide and allot the real estate of Nannie McKenney Jacobs mentioned in the proceedings in said Cause, being the real estate of which she died seized and possessed and the real estate over which she had a Power of Appointment, having made and filed in the above Cause a report and return of their proceedings under the said Decree, it is thereupon this 5th day of November in the year nineteen hundred and forty five by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court ORDERED that the aforesaid Report and Return of the said Commissioners be ratified and confirmed by this Court and a final decree for the division and allotment of the said real estate in accordance therewith be passed by this Court, unless cause to the contrary thereof be shown on or before the 10th. day of January, 1946; 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 December next.

J. OWEN KNOTTS
Judge.

Filed Nov. 7th., 1945.

CERTIFICATE OF PUBLICATION OF NISI
Filed Jan. 30th, 1946.

WILLIAM MCKENNEY JACOBS.
EXECUTOR UNDER THE LAST
WILL AND TESTAMENT, AND THE
CODICIL THERETO, OF NANNIE
McK. JACOBS, HIS DECEASED
MOTHER, AND WILLIAM MCKEN-
NEY JACOBS IN HIS INDIVIDUAL
CAPACITY

vs.

ANNE McK. JACOBS AND FRANCES
KENT JACOBS, MINOR CHILDREN
OF J. KENT H. JACOBS DECEASED

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

—————
Cause No. 3349
—————

John Cannon, Paul W. Phillips, J. Olin Pippin, Charles S. Quimby and J. Olin Pippin, Charles S. Quimby and J. Grant Yates, the Commissioners appointed by the Decree of this Court passed in the above cause on the 28th day of June 1944 to value, divide and allot the real estate of Nannie McKenney Jacobs mentioned in the proceedings in said Cause, being the real estate of which she died seized and possessed and the real estate over which she had a Power of Appointment, having made and filed in the above Cause a report and return of their proceedings under the said Decree, it is thereupon this 5th day of November in the year nineteen hundred and forty five by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court ORDERED that the aforesaid Report and Return of the said Commissioners be ratified and confirmed by this Court and a final decree for the division and allotment of the said real estate in accordance therewith be passed by this Court, unless cause to the contrary thereof be shown on or before the 10th day of January, 1946; 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 December next.

J. OWEN KNOTTS
Judge

Filed: November 7th, 1945.
True Copy Test:
A. Sydney Gadd, Jr., Clerk 4t-11-29

QUEEN ANNE'S RECORD - OBSERVER
=====

Centreville, Md. January 30, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the case/estate of William McKenney Jacobs, Executor etc. vs Anne McK. Jacobs etc. Cause No. 3349 a true copy of which is annexed hereto, was published in the Queen Anne's County, Maryland, once a week for 4 successive weeks before the 10th. day of January 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 8th. day of November 1945, and the last insertion on the 29th. day of November 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

SUBMISSION TO PROTECTION OF COURT OF FRANCES I. JACOBS Filed Jan. 30th., 1946

WILLIAM MCKENNEY JACOBS, Executor under the Last Will and Testament, and the Codicil thereto, of Nannie McK. Jacobs, his deceased mother, and WILLIAM McK. JACOBS, in his individual capacity

versus

ANNE McK. JACOBS and FRANCES KENT JACOBS, minor children of J. Kent H. Jacobs, deceased.

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

No. 3349

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, Frances I. Jacobs, widow of J. Kent H. Jacobs, deceased, hereby submit to the protection of this honorable Court my interest, if any, in this Cause.

Respectfully submitted,

FRANCES I. JACOBS Frances I. Jacobs

Filed Jan 30th., 1946.

FINAL RATIFICATION OF REPORT AND RETURN OF COMMISSIONERS. Filed Feb. 6th., 1946.

WILLIAM MCKENNEY JACOBS, EXECUTOR UNDER THE LAST WILL AND TESTAMENT, AND THE CODICIL THERETO, OF NANNIE MCK. JACOBS, HIS DECEASED MOTHER, AND WILLIAM MCKENNEY JACOBS IN HIS INDIVIDUAL CAPACITY.

vs.

ANNE MCK. JACOBS AND FRANCES KENT JACOBS, MINOR CHILDREN OF J. KENT H. JACOBS, DECEASED.

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

Cause No. 3349

DECREE OF COURT:

This cause standing ready for hearing, and being submitted, and no exceptions having been taken to the Report and Return of the Commissioners, appointed by a decree of this Court passed on the 28th day of June, 1944, to value and make partition of, divide and allot the real estate mentioned in the proceedings in the Cause, of which Nannie McK. Jacobs, late of Queen Anne's County, Maryland, died seized and possessed, and of that property of which she, the said Nannie McK. Jacobs, had the right of testamentary disposition under the terms of the last will and testament of William McKenney, the elder, although due notice appears to have been given as required by the preceding order nisi passed in said Cause on the 5th day of November, 1945, the proceedings were read and considered.

It is thereupon this 5th day of February 1946, adjudged, ordered and decreed, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the said Report and Return of the Commissioners as aforesaid, be and the same is hereby finally ratified and confirmed.

It is further adjudged, ordered and decreed that the tract or parcel of land described in these proceedings as "Parcel I"- "Woodlawn" be sold for the purpose of first paying the mortgage debt which rests as a lien against said "Parcel I"- "Woodlawn" and "Parcel F"- "Little Needwood", and second paying the costs and expenses of these proceedings, including the costs of the sale thereof; and that Thomas J. Keating, Jr., and William McK. Gibson are hereby appointed trustees to make said sale, and the manner and course of their proceedings shall be as follows:

They shall first file a bond or bonds in the penalty of Eight Thousand Dollars if corporate surety be given, and double this amount, if personal surety be given, with security to be approved by the Clerk of this Court conditioned upon the faithful performance of the trust reposed in them by this decree or by any further order in the premises; they shall then proceed to make sale of said property at public sale, to the highest bidder, after having given at least three weeks previous notice of the time, place, manner and terms of sale, in a newspaper published in Queen Anne's County, Maryland, and whatever other notice the said trustees shall deem advisable, which terms shall be as follows: Cash upon final ratification of sale by this Court; and said trustees shall bring into this Court the money arising from said sale to be applied to the purposes hereinbefore set forth, and the balance, if any, to be distributed to the parties in interest according to the Report of the Commissioners.

And it is further adjudged, ordered and decreed, that Charles S. Quimby, the trustee appointed by this Court in the Cause No. 3460 in the Circuit Court for Queen Anne's County, in Equity, entitled "In the Matter of the Trust Estate for William McK. Jacobs, created by the will of Nannie McK. Jacobs, deceased", and his successor or successors in the trust, subject to the trust engrafted thereon by the said will

and testament of Nannie McK. Jacobs, shall hold in severalty and not jointly or in common with the other parties of this suit (except as to the farm or tract of land known as "S. R. Emory Farm" being "Parcel A" of these proceedings) all the following described parcels of real estate which in the Report and Return of said Commissioners is described as "Division and Allotment No. 1", to wit:

Parcel B- The farm known as "Wakefield", or by whatsoever name or names the same may be known or called, being farm #37 of the McKenney estate, situate at Hope in the 6th Election District of Queen Anne's County aforesaid, containing about 574 acres save and except 12-1/2 Acres, more or less, sold and conveyed to J. Wesley Sewell by J. Kent H. Jacobs, Trustee by deed dated July 23, 1930, recorded in Liber B. H. T. No. 11, folio 342, a Land Record Book for Queen Anne's County.

Parcel C- The tract of land or farm known as the "Tanyard Farm", or by whatsoever name or names the same may be known, containing 372.33 Acres of land, more or less, being farm #16 of said McKenney Estate, situate in the Third Election District of Queen Anne's County, on the left side of the public road from Centreville to Carville Station.

Parcel D- The tract of land or farm known as the "Baynard Farm" or by whatsoever name or names the same may be known, containing 317 acres, more or less, situate to the rear of the said "Tanyard" tract, in the Third Election District of Queen Anne's County, being farm #15 of the said McKenney estate.

Parcel H- The residence property known as the "Godwin Property", on the west side of Commerce Street, on the corner where what is known as Elm Street enters said Commerce Street in the town of Centreville, in the Third Election District of Queen Anne's County, being #59, of said McKenney estate.

An undivided one-half (1/2) interest and estate (in common with the other parties to this cause) in Parcel A-The tract of land or farm known as the "S. R. Emory Farm", or "Comquest", or by whatsoever name or names the same may be known or called, being farm #6 of the McKenney estate, situate and located on Corsica River in the Third Election District of Queen Anne's County aforesaid, containing 271 Acres, more or less, including therewith that lot or parcel of land containing one and seven-tenths Acres (1.7), more or less, conveyed to Nannie McK. Jacobs as Annie McK. Jacobs by Alfred Green and wife by deed dated December 6, 1915, and recorded in Liber W. F. W. No. 8, folios 168 etc., a Land Record Book for Queen Anne's County.

Less an amount of cash to be paid unto Frances Kent Jacobs as per allotment No. 3 in order to equalize the awards and allotments, which amount shall be and remain a lien or charge upon the real estate embraced in this Allotment No. 1, until paid, to wit: \$688.23.

And it is further adjudged, ordered and decreed that Anne McK. Jacobs Phillips shall hold in severalty and not jointly or in common with the other parties to this suit (except as to the farm or tract of land known as "S. R. Emory Farm" being "Parcel A" of these proceedings) all the following described parcels of real estate which in the Report and Return of said Commissioners is described as "Division and Allotment No. 2", to wit:

Parcel E- The tract of land or farm known as the "D. C. Hopper Farm", or by whatsoever name or names the same may be known, containing 185 Acres, more or less, situate on the right side of the public road from Centreville to Ruthsburg in the Sixth Election District of Queen Anne's County, being farm #47 of the said McKenney estate.

Parcel G- The tract of land or farm known as the "Arlett Farm", or by whatsoever name or names the same may be known, containing 137 Acres of land, more or less, situate on the right side of the public road leading from Centreville to Carville Station in the Third Election District of Queen Anne's County, being farm #18 of the said McKenney estate.

Parcel J- The tract of land or farm known as "Briarfield", or by whatsoever name or names the same may be known, containing 202.53 Acres of land, more or less, situate in the Third Election District of Queen Anne's County, on the southerly side of the Centreville-Ruthsburg Road, SUBJECT to the mortgage against same of \$3900.00, with interest from April 1, 1943, at 5%.

An undivided one-fourth (1/4) interest and estate (in common with the other parties to this cause) in Parcel A- The tract of land or farm known as the "A.R. Emory Farm" or "Conquest", or by whatsoever name or names the same may be known or called, being farm #6 of the McKenney estate, situate and located on Corsica River in the Third Election District of Queen Anne's County, aforesaid, containing 271 Acres, more or less, including therewith that lot or parcel of land containing one and seven-tenths (1.7) Acres, more or less, conveyed to Nannie McK. Jacobs as Annie McK. Jacobs by Alfred Green and wife by deed dated December 6, 1915, and recorded in Liber W.F.W. No. 8, folios 168 etc., a Land Record Book for Queen Anne's County.

Less an amount of cash to be paid unto Frances Kent Jacobs as per allotment No. 3 in order to equalize the awards and allotments, which amount shall be and remain a lien or charge upon the real estate embraced in this Allotment No. 2 until paid, to wit: \$5.36.

And it is further adjudged, ordered and decreed that Frances Kent Jacobs shall hold in severalty and not jointly or in common with the other parties to this suit (except as to the farm or tract of land known as "S. R. Emory Farm" being "Parcel A" of these proceedings) all the following described parcels of real estate which in the Report and Return of said Commissioners is described as "Division and Allotment No. 3, to wit:

Parcel F- The tract of land or farm known as the "C. C. Harper Farm", or by whatsoever name or names the same may be known, containing 277 Acres, more or less, situate on the right side of the public road leading from Centreville to Carville Station in the Third Election District of Queen Anne's County, being farm #17 of the said McKenney estate.

Parcel K- "Turpin House"- All that lot of land improved by a two

story dwelling house situate on the west side of Commerce Street, in the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, adjoining on one side the property of Mrs. Susan Tucker, on the other side the property occupied by the said Annie McK. Jacobs, and adjoining in the rear the property of Dr. Horace M. Davis, with a width or frontage of thirty-one feet and six inches, more or less, and extending back with a uniform width of thirty-one feet and six inches, more or less, a distance of one hundred and sixty-five feet, more or less, to the said property of Dr. Horace M. Davis, containing 0.116 Acres of land, more or less.

Parcel L- "Little Needwood"- All that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County on the right side of the public road leading from Centreville to Carville Station, known as "Little Needwood", adjoining the lands of Henrietta McKenney Holton, the lands of the Queen Anne's and Kent Railroad and the lands of James T. Earle and Richard T. Earle, Trustees, and containing 199.669 Acres of land, more or less.

An undivided one-fourth (1/4) interest and estate (in common with the other parties to this cause) in Parcel A-The Tract of land or farm known as the "S. R. Emory Farm", or "Conquest", or by whatsoever name or names the same may be known or called, being farm #6 of the McKenney Estate, situate and located on Corsica River in the Third Election District of Queen Anne's County, aforesaid, containing 271 Acres, more or less, including therewith that lot or parcel of land containing one and seven-tenth (1.7) acres, more or less, conveyed to Nannie McK. Jacobs as Annie McK. Jacobs by Alfred Green and wife by deed dated December 6, 1915, and recorded in Liber W. F. W. No. 8, folios 168 etc., a land record Book of Queen Anne's County.

Parcel B (1) - Cash proceeds of sale of part of "Wakefield", \$462.30.

And an amount of cash to be contributed and paid by and from Allotment No. 1, which shall be and remain a lien and charge upon the real estate embraced in allotment No. 1 until paid, \$688.23.

And an amount of cash to be contributed and paid by and from allotment No. 2, which shall be and remain a lien and charge upon the real estate embraced in allotment No. 2 until paid, \$5.36.

J. OWEN KNOTTS

JUDGE

CERTIFIED COPY OF BOND
Filed March 11, 1946.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eleventh day of March, in the year nineteen hundred and forty-sxi, the following Bond was brought to be recorded, to wit:

F & D Bond # 4808782

KNOW ALL MEN BY THESE PRESENTS that we, Thomas J. Keating, Jr and William McK. Gibson as principals, 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) current money of the United States, 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 every of our heirs, executors, administrators, and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 9th day of March in the year 1946.

Whereas the said Thomas J. Keating, Jr. and William McK. Gibson have been appointed, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 5th day of February 1946, in Chancery Cause No. 3349 in said Court, entitled "William McK Jacobs etc versus Anne McK. Jacobs et al.", Trustees to make sale of certain real estate therein decreed to be sold.

Now therefore the condition of the above obligation is such that if the above bounden Thomas J. Keating, Jr., and William McK. Gibson 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 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:

L. PARKER KEATING
L. Parker Keating

HOWARD WOOD, 3RD
Howard Wood, Jr.

As to Surety:

IRENE G. LOOMIS
Irene G. Loomis

THOMAS J. KEATING JR (SEAL)
Thomas J. Keating, Jr.

WILLIAM MCK. GIBSON (SEAL)
William McK. Gibson

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND, a body corporate,
by

E. V. SHOCKLEY
E. V. Shockley, Attorney-in-Fact

Corporate Seal.

And attached to Bond is Power of Attorney.

And on the back of the foregoing Bond is thus endorsed, to wit:
Filed March 11th, 1946 with Security approved.

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 359 A Bond Record Book for Queen Anne's County.

Corporate Seal
Place.

In Testimony Whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County on this 11th day of March in the year nineteen hundred and forty six.

A. SYDNEY GADD JR.

REPORT OF SALE BY TRUSTEES
OF "WOODLAWN".
Filed April 1, 1946.

WILLIAM MCKENNEY JACOBS, EXECUTOR
UNDER THE LAST WILL AND TESTAMENT,
AND THE CODICIL THERETO, OF NANNIE
McK. JACOBS, HIS DECEASED MOTHER,
AND WILLIAM MCKENNEY JACOBS IN HIS
INDIVIDUAL CAPACITY.

vs.

ANNE McK. JACOBS AND FRANCES KENT
JACOBS MINOR CHILDREN OF J. KENT
H. JACOBS, DECEASED.

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

Cause No. 3349

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Thomas J. Keating Jr., and William McK. Gibson, the trustees appointed by the decree filed in this cause to make sale of certain real estate therein mentioned, respectfully sets forth:

1. That prior to the day of sale hereinafter mentioned, these trustees filed with the Clerk of this Court a bond executed by themselves and the Fidelity and Deposit Company of Maryland, a corporation, as their surety, to the State of Maryland, in the penal sum of Eight Thousand Dollars (\$8,000.00), conditioned upon the faithful performance of the trust reposed in them by this decree or by any further order in the premises, which bond was approved and filed by said Clerk.

2. That prior to the day of sale hereinafter mentioned, these trustees gave notice of the time, place, manner and terms of sale by advertisement in the Queen Anne's Record-Observer, a newspaper published in Queen Anne's County, Maryland, for more than three successive weeks before the day of sale, a copy of this advertisement of sale is filed with this report as a part thereof and is accompanied by a certificate of the publishers of said newspaper as to the date of publication.

3. That these trustees, pursuant to said notice of sale, did attend in front of the Court House in Centreville, on Tuesday, March 19, 1946, between the hours of one and two o'clock P.M., and then and there proceeded to make sale of said real estate in the following manner:

These trustees read the said advertisement of sale with the additional terms mentioned below and then offered the property advertised for sale at public sale to the highest bidder, through the medium of J. Elmer Anthony as auctioneer, first in two separate parcels (one being the residence and ten (10) acres of land more or less on the easterly side of Centreville-Easton road, and the other being the triangular lot of Twenty-three (23) acres of land more or less lying between the Centreville-Easton road and the Centreville-Queenstown road) and then as a whole, and sold said property as a whole to Franklin S. Wharton and Frances F. Wharton, his wife, as tenants by the entirety, they being then and there the highest bidders therefor, at and for the sum of Fifteen Thousand Eight Hundred Dollars (\$15,800.00).

4. That the purchasers mentioned above paid unto your trustees one-third of the purchase price or the sum of Five Thousand Two Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$5,266.67) and stated that they would pay the balance of the purchase price on final ratification of the sale by the Court.

5. That the property sold is all that tract or parcel of land known as Parcel I - "Woodlawn" in these proceedings, situate near the southern limits of Centreville, adjoining the lands of the heirs of George W. Taylor and the lands of A. Sydney Gadd Jr., containing thirty-three (33) acres of land, more or less, and is the same land which is more fully described in the advertisement of sale.

6. That in addition to the advertised terms of sale your trustees announced the following terms:

(1) that the building referred to in the advertisement of sale as "small dwelling" had burned down, and was not included in the sale;

(2) that the trustees would keep up the existing fire insurance on the property pending final settlement; and

(3) that the purchaser would have the privilege of taking out any additional fire insurance, he desired, pending final ratification of the sale by the Court.

7. That the amount of sale is Fifteen Thousand Eight Hundred Dollars (\$15,800.00).

Respectfully submitted,

THOMAS J. KEATING JR.

WILLIAM McK. GIBSON

Trustees.

QUEEN ANNE'S COUNTY TO WIT:

I HEREBY CERTIFY that on this 1st. day of April, 1946, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, State of Maryland, personally appeared Thomas J. Keating Jr., and William McK. Gibson, the above named trustees, and they made 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 their knowledge and belief and that the sale therein mentioned was fairly made.

A. SYDNEY GADD JR

Clerk.

CERTIFICATE OF PUBLICATION
OF SALE
Filed April 1, 1946.

PUBLIC SALE

of

LARGE SUBURBAN HOME

The undersigned Trustees, appointed by the Circuit Court for Queen Anne's County, in Equity, in a cause therein entitled "William McKenney Jacobs, Executor, etc. versus Anne McKenney Jacobs et al" and numbered 3349 on the Chancery Docket of said Court, by virtue of a decree passed therein on the 5th day of February, 1946, will offer and expose for sale to the highest bidder, in front of the Court House door, in Centreville, Queen Anne's County, Maryland, on

TUESDAY, MARCH 19, 1946

between the hours of one and two o'clock p.m., the following described real estate, to wit:

All that tract or parcel of land known as parcel I

"WOODLAWN"

situate, lying, and being in the Third Election District of Queen Anne's County, Maryland, near but not adjoining the southern limits of the town of Centreville adjoining the lands of the heirs of George W. Taylor and the lands of A. Sydney Gadd, Jr. containing 33 ACRES OF LAND, MORE OR LESS.

This property lies on the main highway (route 213) from Centreville to Easton and also on the main highway (route 18) from Centreville to Matapeake by way of Queenstown. It is improved by a large and attractive house which contains all modern conveniences, and several outbuildings including another small dwelling house. The spacious lawn is set with many handsome large shade trees. The property is supplied by WATER and ELECTRICITY from the town of Centreville and is within easy walking distance of the town.

The property will first be offered in two separate parcels (one being the residence and 10 ACRES of land, more or less, on the easterly side of Centreville-Easton road, and the other being the triangular lot of 23 ACRES, more or less, with the small dwelling lying between the Centreville-Easton road and the Centreville-Queenstown road) and then as a whole and will be sold in the manner in which it will fetch the most money.

TERMS OF SALE-As prescribed by said decree, a deposit of one third of the purchase price will be required from the purchaser or purchasers at the time of sale and the balance of the purchase money shall be paid in cash upon final ratification of the sale by the Court. Taxes on the property for 1946 will be adjusted to date of ratification of the sale and possession will be given on June first 1946. The purchaser is to bear all expense of title papers including revenue stamps.

THOMAS J. KEATING, JR.
WILLIAM McK. GIBSON
Trustees

J. Elmer Anthony, Auctioneer

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. April 1, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Public Sale of Large Suburban Home in the case/estate of Anne McKenney Jacobs, et al a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 15th. day of March 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st. day of February 1946, and the last insertion on the 14th. day of March 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

NISI
Filed April 1, 1946

N I S I

William McKenney Jacobs, Executor
under the Last Will and Testament
and the Codicil thereto, of
Nannie McK. Jacobs, his deceased
Mother, and William McKenney Jacobs
in his individual capacity,

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

VS.

Anne McK. Jacobs and Frances Kent
 Jacobs minor children of J. Kent
 Jacobs, deceased.

Chancery No. 3349

ORDERED, This First day of April A. D., 1946, that the sale of real estate made and reported in this cause by Thomas J. Keating, Jr., and William McK. Gibson, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th. 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 4th. day of May next.

The Report states the amount of sales to be \$15,800.00

Filed April 1, 1946

A. SYDNEY GADD JR. Clerk.

CERTIFIED COPY OF BOND
 Filed April 17, 1946.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Seventeenth day of April in the year nineteen hundred and forty six, the following Bond was brought to be recorded, to wit:

Additional Bond #4808782

KNOW ALL MEN BY THESE PRESENTS:

That we Thomas J. Keating, Jr., and William McK. Gibson, as principals, 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 (\$8000.00) 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 hereby bind ourselves and each and every of our heirs, executors, administrators and successors in the whole and for the whole jointly and severally, firmly by these presents, sealed with our seals and dated this 17th day of April in the year nineteen hundred forty six.

Whereas the said Thomas J. Keating, Jr. and William McK. Gibson have been appointed by a decree of the Circuit Court for Queen Anne's County in Equity passed on the 5th day of February, 1946, in Chancery Cause No. 3349 in said Court entitled William McK. Jacobs, etc., vs. Anne McK. Jacobs, et al" Trustees to make sale of certain real estate therein decreed to be sold and by said decree were required to file a bond in the penalty of Eight Thousand (\$8000.00) Dollars.

And Whereas pursuant to said decree a bond in the penalty of Eight Thousand Dollars was filed and thereafter the property sold at and for the sum of Fifteen Thousand eight hundred dollars (\$15,800.00); and it, therefore, becomes necessary to file an additional bond to cover the said proceeds of sale.

Now, therefore, the conditions of the above obligation are such that if the above bounden Thomas J. Keating, Jr., and William McK. Gibson 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 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 premises of

THOMAS J. KEATING JR. (SEAL)
 Thomas J. Keating Jr.

CAROLINE T. WILSON
 Caroline T. Wilson

WILLIAM MCK. GIBSON (SEAL)
 William McK. Gibson

FIDELITY & DEPOSIT CO. of Maryland

By E. V. SHOCKLEY
 E. V. Shockley,
 Attorney-in-Fact

(Seals Place)

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 365 A Bond Record Book for Queen Anne's County.

Seal Place.

In Testimony Whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County on this 17th day of April, in the year nineteen hundred and forty six.

A. SYDNEY GADD JR.
 Clerk of Circuit Court

CERTIFICATE OF PUBLICATION
 NISI Filed June 11th, 1946.

NISI

William McKenney Jacobs, Executor
 under the Last Will and Testament
 and the Cocicil thereto, of Nannie
 McK. Jacobs, his deceased mother,
 and William McKenney Jacobs in
 his individual capacity,

vs.

Anne McK. Jacobs and Frances Kent
Jacobs minor children of J. Kent
Jacobs, deceased.

In the Circuit Court
for Queen Anne's County
In Equity
Chancery No. 3349

ORDERED, This First day of April A.D., 1946, that the sale of real estate made and reported in this cause of Thomas J. Keating, Jr., and William McK. Gibson, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of May next.

The Report states the amount of sales to be \$15,800.00.

Filed April 1, 1946
True Copy
Test: A. Sydney Gadd, Jr., Clerk

A. SYDNEY GADD, JR.
Clerk

FINAL ORDER OF RATIFICATION
Filed June 14, 1946.

WILLIAM MCKENNEY JACOBS,
EXECUTOR, et al.,

vs.

ANNE McK. JACOBS, et al.

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

Cause No. 3349

FINAL ORDER OF RATIFICATION

ORDERED, this 13th day of June, 1946, 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 Thomas J. Keating Jr., and William McK. Gibson, Trustees, 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 said Thomas J. Keating Jr. and William McK. Gibson, 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.

J. OWEN KNOTTS
Judge

PETITION FOR ALLOWANCE OF
A COUNSEL FEE AND TO REFER
THE PAPERS TO THE AUDITOR
Filed July 8, 1946.

WILLIAM MCKENNEY JACOBS, Executor,
etc.,

vs

ANNE MCK. JACOBS and FRANCES KENT
JACOBS, minor children of J. Kent
H. Jacobs, deceased.

IN THE CIRCUIT COURT
FOR
QUEEN ANNES COUNTY,
in Equity.

Chancery Cause No. 3349.

To the Honorable, the Judges of said Court:

The Petition of Thomas J. Keating Jr. and William McK. Gibson, Attorneys, respectfully shows unto your Honors:

1. That as will appear by reference to the proceedings in this cause the Report and Return of the Commissioners has been finally ratified and confirmed.
2. That the sale of the parcel of land decreed to be sold, for the payment and satisfaction of a certain mortgage mentioned in the proceedings and for the payment of the costs and expenses of these proceedings, has been made and the sale finally ratified and confirmed.
3. That the papers in the cause should now be referred to the Auditor in order that an account be stated between the Trustees, your Petitioners, who made the said sale for the purposes set forth in the decree, and the parties in interest.
4. That your Petitioners are advised, and so allege, that they are entitled to have allowed unto them for their services as Attorneys in conducting the proceedings in this cause, in addition to their commissions as Trustees for the sale afoersaid, a reasonable fee.

WHEREFORE your Petitioners pray your Honors to pass an order allowing unto your Petitioners such sum as Your Honors may deem advisable in consideration of the services performed by them in this cause, as an attorney's fee; and further referring the papers in the cause to the Auditor of this Court for the purpose of stating an audit of the proceeds of the sale of the Property known as "Woodlawn".

Respectfully submitted,

THOS. J. KEATING JR.

ORDER OF COURT
Filed July 10, 1946

Order of Court

UPON the foregoing petition, it is by the Circuit Court for Queen Anne's County in Equity, this 11th day of July, 1946, ORDERED that Thomas J. Keating, Jr. and William McK. Gibson, attorneys be and they are hereby allowed the sum of Twenty-five Hundred Dollars as a counsel fee for conducting the proceedings in this cause, said allowance to be subject to the usual exceptions; and it is further ordered that the papers in the cause be referred to the Auditor for the purpose of stating an account and report of the proceeds of the sale of "Woodlawn" in which account all proper costs of these proceedings may be allowed.

Filed July 10, 1946.

J. OWEN KNOTTS
Judge

AUDIT
Filed August 21, 1946.

CAUSE NO. 3349:

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

William McKenney Jacobs, Executor under the Will)	CHANCERY
of Nannie McKenney Jacobs, et al.)	DOCKET
versus)	
Anne McKenney Jacobs Phillips,)	
Frances Kent Jacobs.)	Cause No. 3349

To the Honorable, the Judges of said Court:-

The Report of Madison Brown, your Auditor, unto your Honors, respectfully sets forth:-

That the Papers of this Cause were referred unto the Auditor for the statement of an account or audit of the Cause and the Auditor has stated the annexed Account in obedience to that order.

In the annexed account the Trustees of the Cause, William McK. Gibson and Thomas J. Keating, Jr. are charged with the proceeds of the sale of the land called "Woodlawn", the same being the only land sold by them in this Cause.

That in the annexed account the Trustees are allowed their commissions for making the sale, the Court costs of this Cause, which includes the costs incident to the sale and the amount of a mortgage against Woodlawn paid by them.

The within account is so stated that the items appear separately and the allowance for the same made under the several orders of the Court, passed in this Cause.

Respectfully submitted,

MADISON BROWN

AUGUST 21st, 1946.

AUDITOR

CAUSE NO. 3349:

The proceeds of the sale of that part of the land of which Nannie McK. Jacobs, late of Queen Anne's County, died seised and possessed called "Woodlawn", IN ACCOUNT WITH William McK. Gibson and Thomas J. Keating, Jr., Trustees appointed by the decree (Paper marked "30") passed in this Cause to sell the Land called "Woodlawn" as aforesaid.

1946	CR.	
March		
19	By	gross amount of said sale per the Report of Sale marked No. 33 filed April 1, 1946, to wit: sum of \$ 15,800.00

1946	DR.	
March		
19	To	William McK. Gibson and Thomas J. Keating, Jr., Trustees above mentioned for their Commissions for making said sale, per order of Court passed in this Cause (Paper marked No. 38) and the rule of this Court, to wit: the sum of \$ 677.00
	To	the same Trustees for the cost of the first bond filed by them in this Cause paid to the corporate surety on said bond, per receipted account for same exhibited, to wit: the sum of \$ 32.00
	To	the same Trustees for the cost of the second bond filed by them in this Cause paid to the corporate surety on said bond, per receipted account for same exhibited, to wit: the sum of \$ 32.00
	To	the same Trustees for the cost of advertising the sale of Woodlawn in the Centreville Newspaper, per receipted account for same exhibited, to wit: the sum of \$ 65.25

To the same Trustees for the cost of advertising in the Centreville Newspaper the order nisi passed on the sale, per receipted account for same exhibited, to wit: the sum of	\$	5.00	
To the same Trustees for the cost of advertising in Kent County News notice of sale of Woodlawn, per receipted account for same exhibited, to wit: the sum of	\$	28.00	
To the same Trustees for the cost of advertising in Easton Star Democrat notice of sale of Woodlawn, per receipted account for same, exhibited, to wit: the sum of	\$	28.75	
To the same Trustees for the amount paid by them to J. E. Anthony, Auctioneer, for crying the sale of Woodlawn, per receipted account for same exhibited, the sum of	\$	50.00	
Amounts carried forward	\$	918.00	\$ 15,800.00
		DR.	CR.
	\$	918.00	\$ 15,800.00
To the same Trustees for the Court costs of these proceedings the same to be paid by them in accordance with the statement of costs made by the Clerk of this Court, exhibited to the Auditor, and which is as follows, to wit: Cost of said Clerk, Cost of Register of Wills Appear. fee, filing Attorney, Costs of Sheriff Dorchester County, W. L. Holton, Guardian ad Litem R. T. Earle, Examiner, Clerk to Examiner, Total of these costs,	\$	166.50 17.25 10.00 2.30 4.00 8.00 7.50 215.55	\$ 215.55
To the same Trustees for the cost of advertising the order nisi passed in matter of the Commissioners' Return in Centreville Newspaper, per account for same exhibited, to wit: the sum of	\$	10.00	
To the same Trustees, to be paid to J. B. Metcalfe, surveyor employed by the Commissioners to make the surveys returned in this case by the Commissioners for his bill for his services, per "Report and Return of the Commissioners" (papers marked 25 and 26) the sum of	\$	385.00	
To the same Trustees for the compensation of the Commissioners appointed in this Cause, to be paid to them, they being as follows: To John Cannon, the sum of To Paul W. Phillips, the sum of To J. Olin Pippin, the sum of To Charles S. Quimby, the sum of To J. Grant Yates, the sum of Total allowed to be paid Per "Report and Return of the Commissioners" (Papers marked 25 and 26)	\$	100.00 100.00 100.00 100.00 100.00 500.00	\$ 500.00
To the same Trustees for the cost of advertising in the newspaper the order nisi to be passed as to this audit, to wit: the sum of	\$	3.50	
To William McKenney Gibson and Thomas J. Keating, Jr., as Attorneys for the fee allowed them for conducting the proceedings of this cause by order of this Court, passed July 11, 1946, (see Paper marked No. 40 filed) the sum of	\$	2,500.00	
To Madison Brown, Auditor for stating this Account, the sum of	\$	52.00	
		\$ 4,584.05	
To balance carried forward the sum of	\$	11,215.95	
	\$15,800.00	\$ 15,800.00	
By Balance brought forward, to wit: the sum of			\$ 11,215.95
	DR.		
To William McK. Gibson and Thomas J. Keating, Jr. Trustees for the amount paid by them to the Centreville National Bank of Maryland as the Mortgagee holding the mortgage from Annis McK. Jacobs, given on the Tract of land called			

"Woodlawn" mentioned in the proceedings of this Cause	
In settlement of mortgage principal due	\$ 1,866.66
in settlement of interest due	<u>562.32</u>
total paid by them on June 17, 1946 per receipted statement signed by said Bank and exhibited to the Auditor, the sum of	\$ 2,428.98
To balance carried forward the sum of	\$ 8,786.97
	<hr/>
	\$ 11,215.95 \$ 11,215.95

CR.

By balance brought down, being the net proceeds
of the sale of this Cause for distribution, \$ 8,786.97

DR.

DISTRIBUTION AMONG PARTIES, per
BILL OF COMPLAINT and RETURN OF
COMMISSIONERS:

To William McKenney Jacobs, to be held for him by a Trustee to be appointed by this Court, for his life, 1/2 of the above balance, to wit: the sum of	\$ 4,393.49
To Anne McKenney Jacobs Phillips, absolutely 1/4 of the above balance, to wit: the sum of	\$ 2,196.74
To Frances Kent Jacobs, infant, absolutely by subject of the order of this Court until the same is ordered to be paid by the Court to her Guardian, the sum of	\$ 2,196.74
	<hr/>
	\$ 8,786.97 \$ 8,786.97

August 21st 1946

MADISON BROWN

Auditor.

NISI AUDIT
Filed August 21, 1946.

NISI RATIFICATION OF AUDIT

William McKenney Jacobs, Executor under
the last Will and Testament, and the
codicil thereto, of Nannie McK. Jacobs,
his deceased Mother, and William McK
Jacobs,

VS

Anne McK. Jacobs Phillips and Frances
Kent Jacobs, minor children of J. Kent
Jacobs, deceased, and Charles Thomas
Phillips Jr.

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 3349

ORDERED, This 21st. day of August in the year nineteen hundred and
forty six, that the Report and Account filed in these proceedings by Madison Brown, Audi-
tor, be ratified and confirmed, unless cause to the contrary thereof be shown on or be-
for the 13th. day of September, 1946; provided a copy of this order be published once
a week in each of two successive weeks before the 6th. day of September, 1946, in some
newspaper printed and published in Queen Anne's County.

Filed August 21, 1946

A. SYDNEY GADD JR. Clerk.

CERTIFICATE PUBLICATION
NISI AUDIT
Filed September 23, 1946.

Nisi Ratification of Audit

William McKenney Jacobs, Executor under
the last Will and Testament, and the
codicil thereto, of Nannie McK. Jacobs,
his deceased Mother, and William McK.
Jacobs, in his individual capacity.

VS.

Anne McK. Jacobs Phillips and Frances
Kent Jacobs, minor children of J. Kent
Jacobs, deceased, and Charles Thomas
Phillips, Jr.

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

Cause No. 3349

ORDERED, This 21st day of August in the year nineteen hundred and forty-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 13th day of September, 1946; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of September, 1946, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD, JR., Clerk

Filed: August 21, 1946.

True Copy-

Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. Sept. 23, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of William McKenney Jacobs, Executor etc. vs Anne McK. Jacobs Phillips and Frances Kent Jacobs minor children etc. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 6th. day of September 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22nd. day of August 1946, and the last insertion on the 29th. day of August 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

FINAL ORDER OF RATIFICATION
Filed Oct. 2, 1946.

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Annes County, in Equity, this 1st day of October 1946, that the 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 notice appears to have been given as required by the preceding Order Nisi; and the Trustees are directed to apply the proceeds of the sale accordingly, the share of Francis Kent Jacobs, minor, to be paid over to her legally appointed guardian.

J. OWEN KNOTTS
JUDGE

NOVEMBER TERM 1948

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the ninth day of September, in the year nineteen hundred and forty eight, the following FI FA on Judgement Number 3. Appearances, July Term 1943 was issued, to wit:

THE STATE OF MARYLAND

Seal's
Place.

To the Sheriff of Queen Anne's County, Greeting:
WHEREAS, at a Circuit Court for Queen Anne's County, begun and held at Centreville in said county on the Third Monday of July in the year of our Lord, one thousand nine hundred and forty three a certain John M. Norman, by judgment of the same Court, recovered against a certain William (H) Thomas and Lollie Thomas as well the sum of Four hundred two-----dollars and thirty five cents, with interest from the First day of October, 1943 and Ten dollars and twenty five cents for his costs and \$40.24 Attorney's Commissions charges by him about his suit laid out and expended, whereof the said William (H) Thomas and Lollie Thomas are convict, as it appears of record: With all exemptions waived.

THEREFORE, you are hereby commanded, that of the goods and chattels, lands and tenements of the said William (H) Thomas and Lollie Thomas being in your bailiwick, you cause to be made and levied the debt, costs and charges aforesaid, and have you those sums before the said Circuit Court, to be held at Centreville, in the said County, on the First Monday of November next, to render unto the said John M. Norman the debts, costs and charges, aforesaid.

Hereof, fail not at your peril, and have you then and there this writ:

WITNESS, the Honorable J. Owen Knotts, Chief Judge of our said Court, the 19th day of July, in the year of our Lord, nineteen hundred and forty eight.

Issued this 9th day of September, 1948.

NELLIE B. WHITELEY Clerk

Filed Oct. 12, 1948

And on the back of the foregoing FI FA is thus endorsed, to wit:

Levy as per Schedule attached this 10th day of September, 1948 at 2 o'clock P.M. Eastern Standard Time.

OSCAR W. TARR
Sheriff

Property levied upon and seized in execution under this Writ sold this 12th day of October, 1948, as per Report of Sale filed with Clerk of the Court this 12th day of October, 1948.

OSCAR W. TARR
Sheriff.

SCHEDULE OF GOODS AND CHATTELS
Filed October 12, 1948.

A SCHEDULE of the goods and chattels, lands and tenements of William H. Thomas and Lollie Thomas, seized and levied upon and taken in execution under and by virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anne's County, and to me directed at the suit of John M. Norman, vs. William H. Thomas and Lollie Thomas, I have seized and levied on the following property to wit:

All that lot or lots, pieces or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, and on the east side of the public road leading down to the public landing from Harry Jones Store in Dominion, and bounded on the South by the lands of Jessee Lee, and on the North by the lands of Hester Dunn bought of Roxy Ann Brown, and the land intended to be herein conveyed are the two lots that were willed by Perry Johnson to his son Isiah Johnson in his Will, dated September 29th, 1880, and probated January 25, 1887, and recorded in the Will Record Books for Queen Anne's County, in Liber T. A. B. No. 2, pages 132 etc., and therein devised in two parts one of five acres and one of three acres, making eight acres in all,

Being the same property conveyed to William H. Thomas, by deed from Elizabeth Jones dated January 30th, 1930 and recorded in Liber B. H. T. No. 10, folio 481.

Levy and Schedule made September 10, 1948 at 2.40 P. M.

OSCAR W. TARR Sheriff

Filed Oct. 12, 1948.

REPORT OF SALE OF
REAL ESTATE
Filed October 12, 1948.

John M. Norman

versus

William H. Thomas,
Lollie Thomas.

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||
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IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY.

.....

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The return of Oscar W. Tarr, Sheriff of Queen Anne's County, State of Maryland, respectfully shows:-

That by virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anne's County aforesaid, at the suit of John M. Norman versus William H. Thomas and Lollie Thomas, dated the ninth day of September, 1948, and being Number (first) of Judicials, November Term, 1948, said writ of execution was directed to Oscar W. Tarr as the Sheriff of Queen Anne's County in the State of Maryland, and in obedience to the commands of said writ contained, the said Oscar W. Tarr, Sheriff as aforesaid, seized, entered upon, levied upon and took possession of all the right, title, interest and estate of the said William H. Thomas and Lollie Thomas, (his wife,) of, in and to the following described real estate, to wit:

ALL that lot or lots, pieces or parcels and tract of land, containing eight (8) acres, situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, in Crab Alley Neck near Dominion, located on the east side of the public road leading down to the public landing from Harry Jones' Store in Dominion, and bounded on the south by the lands of Jessie Lee, and on the north by the lands of Hester Dunn (bought of Roxy Ann Brown), the land hereby described being two lots of land devised by Perry Johnson to his son, Isaiah Johnson, by Will dated September 29, 1880, probated January 25, 1887, and recorded among the Will Records of Queen Anne's County in Liber T. A. B. No. 2, folio 132, said land being devised in two parts, one tract containing five (5) acres and the other tract containing three (3) acres, making eight (8) acres in all.

BEING the same property conveyed to William H. Thomas by Elizabeth Jones, by Deed dated January 30, 1930, and recorded among the land records of Queen Anne's County, in Liber B. H. T. No. 10, folio 481.

And having given public notice of the time, place, manner 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 twenty days previous to the day of sale as shown by the certificate of the printers and copy of the advertisement attached hereto, and asked to be taken as a part thereof; and by a notice of advertisement set up more than twenty days previous to the day of sale, at the Court House Door, the said Oscar W. Tarr, as the Sheriff aforesaid, offered all the right, title, interest and estate of the said William H. Thomas and Lollie Thomas, his wife, of, in and to said lots, parcels and tracts of land at public sale in front of the Court House Door in Centreville, Queen Anne's County, Maryland, on Tuesday, October 12, 1948 at the hour of one o'clock P.M. for cash, and then and there sold same to T. Roland Carville, he being then and there the highest bidder therefor, at and for the sum of Five Hundred Seventy-five----- Dollars (\$575.00), and the said real estate was sold to pay and satisfy the said writ, interest and costs thereon and the judgment on which the same was issued dated October 1, 1943, being Number Three (3) Appearances, July Term, 1943.

OSCAR W. TARR
SHERIFF OF QUEEN ANNE'S COUNTY, MARYLAND.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of October, 1948, before the Subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Oscar W. Tarr, Sheriff of Queen Anne's County, Maryland, and made oath in due form of law that the matters and facts set forth and stated in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made,

NELLIE B. WHITELEY
Clerk of the Court.

CERTIFICATE OF PUBLICATION
OF SALE
Filed October 12, 1948

Sheriff's Sale
OF
Real Estate
On Kent Island

Under and by virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anne's County at the suit of John M. Norman versus William H. Thomas and Lollie Thomas, I have seized, levied upon and taken into execution all the right, title, interest and property of the said William H. Thomas and Lollie Thomas of, in and to the following described real estate, to wit:

ALL that lot or lots, pieces or parcels and tract of land, containing eight (8) acres, situlying and being on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, in Crab Alley Neck near Dominion, located on the east side of the public road leading down to the public landing from Harry Jones' Store in Dominion, and bounded on the south by the lands of Jessie Lee, and on the north by the lands of Hester Dunn (bought of Roxy Ann Brown), the land hereby described being two lots of land devised by Perry Johnson to his son, Isiah Johnson, by Will dated September 29, 1880, probated January 25, 1887, and recorded among the Will Records of Queen Anne's County in Liber T. A. B. No. 2, folio 132, said land being devised in two parts, one tract containing five (5) acres and the other tract containing three (3) acres, making eight (8) acres in all.

Being the same property conveyed to William H. Thomas by Elizabeth Jones, by Deed dated January 30, 1930, and recorded among the land records of Queen Anne's County, in Liber B. H. T. No. 10, folio 481.

AND I HEREBY GIVE NOTICE that I will sell the above described real estate in the Town of Centreville, Queen Anne's County, Maryland, in front of the Court House Door, on TUESDAY, OCTOBER 12th, 1948, at the hour of one o'clock P.M., Eastern Standard Time, to the highest bidder therefor, for CASH.

OSCAR W. TARR, SHERIFF
of Queen Anne's County,
Maryland.

I HEREBY CERTIFY that the annexed advertisement is a copy of the one published in the Queen Anne's Record-Observer, a Newspaper printed and published in Queen Anne's County, Maryland, for more than twenty days previous to the 12th day of October, 1948, the first insertion being on September 16, 1948, and the last insertion being on October 7, 1948, and set up at the Court House Door in Centreville, Queen Anne's County, Maryland for more than twenty days previous to the 12th day of October, 1948.

OSCAR W. TARR
SHERIFF OF QUEEN ANNE'S COUNTY, MARYLAND,
October 12th, 1948.

Filed Oct. 12, 1948.

I HEREBY CERTIFY that I did offer at public sale on October 12, 1948 in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland for Oscar W. Tarr, Sheriff of Queen Anne's County, at the hour of one o'clock P. M., the property described in the annexed advertisement of sale and sold the same to T. Roland Carville, he being then and there the highest bidder therefor for the sum of Five Hundred Seventy-five Dollars (\$575.00)

J. ELMER ANTHONY
AUCTIONEER

Filed Oct. 12, 1948.

CERTIFICATION AND PUBLICATION
OF SHERIFF'S SALE
Filed October 12, 1948.

Sheriff's Sale
OF
Real Estate
On Kent Island

Under and by virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anne's County at the suit of John M. Norman versus William H. Thomas and Lollie Thomas, I have seized, levied upon and taken into execution all the right, title, interest and property of the said William H. Thomas and Lollie Thomas of, in and to the following described real estate, to wit:

ALL that lot or lots, pieces or parcels and tract of land, containing eight (8) acres, situlying and being on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, in Crab Alley Neck near Dominion, located on the east side of the public road leading down to the public landing from Harry Jones' Store in Dominion, and bounded on the south by the lands of Jessie Lee, and on the north by the lands of Hester Dunn (bought of Roxy Ann Brown), the land hereby described being two lots of land devised by Perry Johnson to his son, Isaiah Johnson, by Will dated September 29, 1880, probated January 25, 1887, and recorded among the Will Records of Queen Anne's County in Liber T. A. B. No. 2, folio 132, said land being devised in two parts, one tract containing five (5) acres and the other tract containing three (3) acres, making eight (8) acres in all.

Being the same property conveyed to William H. Thomas by Elizabeth Jones,

by Deed dated January 30, 1930, and recorded among the land records of Queen Anne's County, in Liber B. H. T. No. 10, folio 481.

AND I HEREBY GIVE NOTICE that I will sell the above described real estate in the Town of Centreville, Queen Anne's County, Maryland, in front of the Court House Door, on TUESDAY, OCTOBER 12th, 1948, at the hour of one o'clock P. M., Eastern Standard Time, to the highest bidder therefor, for CASH.

OSCAR W. TARR, SHERIFF
of Queen Anne's County,
Maryland.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. Oct. 12, 1947.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Sheriff's Sale of Real Estate on Kent Island in the case/estate of John M. Norman vs William H. Thomas and Lollie Thomas a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 12th. day of October 1948, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th. day of Sept. 1948, and the last insertion on the 7th. day of October 1948.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

Filed October 12, 1948.

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 this Twenty Ninth day of June, in the year nineteen hundred and forty five the following BILL OF COMPLAINT was filed for record, to wit:

MAY DE SHANE LEGG, widow;
HOWARD A. LEGG, DOROTHY RIGGIN LEGG,
his wife, LUCILE LEGG TAYLOR, EARL
THOMAS TAYLOR, her husband, MARY
DE SHANE LEGG, Committee of the
Person and Trustee of the Property
of Paul Tolson Legg, non compos mentis,
MARY DE SHANE LEGG, individually,
JOHN R. COURSEY and ANNIE V. COURSEY,
his wife,

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

Cause No. 3441

vs.

PAUL TOLSON LEGG, non compos mentis.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. That J. Archibald Legg, late of Queen Anne's County, State of Maryland, departed this life on the 5th day of February, 1944, intestate, and seized and possessed of the following described real estate, to wit: All that farm and tract of land known as "Eareckson's Prospect," or "The Eareckson Home Farm" or "The J. Archie Legg Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the left side of the public road leading from Stevensville to Kent Point, adjoining the lands of or formerly of James B. Bright and James R. Legg, and containing Three Hundred (300) acres of land more or less, and being Parcel No. One (1) described and conveyed in the deed to J. Archie Legg from Emma Eareckson Murray and Gerard A. Murray, her husband, by deed dated March 26, 1938, and recorded among the land records of said Queen Anne's County in Liber W. H. C. No. 6 - A, folios 380, etc. A certified copy of the above described deed, marked "Exhibit A" is filed herewith as a part hereof.

2. That said farm or tract of land has until recently been subject to the lien and operation of the purchase money mortgage from J. Archie Legg and wife to T. Roland Carville, dated March 26, 1938, and recorded in Liber W.H.C. No 6 - A, folios 382, etc., a Land Record Book for Queen Anne's County aforesaid, for a principal debt in the sum of Two Thousand Dollars (\$2,000.00). A certified copy of said mortgage, marked "Exhibit B", is filed herewith as a part hereof.

3. That said J. Archibald Legg departed this life, intestate, as aforesaid, leaving surviving him as his only heirs at law, May De Shane Legg, his wife, Howard A. Legg, son, Lucile Legg Taylor, daughter, Mary De Shane Legg, daughter, and Paul Tolson Legg, non compos mentis, son.

4. That letters of administration on the personal estate of J. Archie Legg, deceased, were granted and committed by the Orphans' Court for Queen Anne's County unto said May De Shane Legg on the 15th day of February, 1944, and that the personal estate of said deceased was more than sufficient to pay the debts, funeral expense and costs of administration of said estate, that the first and final administration account has been filed in this estate, and that the period provided in the notice to creditors thereof has fully expired as is shown by the certificate of the Register of Wills of Queen Anne's County to this effect, marked "Exhibit C" which is filed herewith as a part hereof.

5. That said tract of land or farm, 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 Orators are advised that they are entitled to have said real estate sold under a decree of this Court and a division of the money arising from such sale had among the parties entitled thereto according to their respective rights, and interests, after the payment in full of all liens resting thereon.

6. That, on June 22, 1944, May De Shane Legg, widow, Howard A. Legg, Dorothy Riggin Legg, his wife, Lucile Legg Taylor, Earl Thomas Taylor, her husband and Mary De Shane Legg, in her individual capacity, entered into a contract of sale selling said tract of land or farm hereinbefore described unto John R. Coursey and Annie V. Coursey, his wife, subject to the approval and ratification of this Court, at and for the sum of Eleven Thousand Dollars (\$11,000.00), the terms of said sale being fully set forth in the written contract thereof which was executed in duplicate, one of the originals thereof, marked "Exhibit D," being filed herewith as a part thereof.

7. That on May 12, 1945, said Mary De Shane Legg was appointed Committee of the Person and Trustee of the Property of Paul Tolson Legg, non compos mentis, as will appear by reference to the order of this Court conferring such appointment, filed in the proceedings in the cause in this Court entitled "In the Matter of the Lunacy of Paul Tolson Legg", being No. 2766 on the Chancery Docket of this Court; and that later, on June 27, 1945, said Mary De Shane Legg, as Committee and Trustee of said Paul Tolson Legg, n.c.m., entered into a contract of sale with the said John R. Coursey and Annie V. Coursey, his wife, in confirmation of the contract referred to hereinabove at Paragraph No. 6, agreeing to sell unto said John R. Coursey and wife all of the right, title and interest of the said Paul Tolson Legg, at and for the sum One Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,833.33), being a one-sixth part of the said sum of Eleven Thousand Dollars (\$11,000.00), the purchase price referred to above at Paragraph No. 6, which said last named contract was executed as aforesaid in duplicate, one of the originals, marked "Exhibit E" being filed herewith as a part hereof.

8. That among the other provisions and terms of said last named contract of sale, it is provided as follows, that is to say: "It is understood and agreed that the aforesaid contract of sale, executed on June 22, 1944, is hereby incorporated and made a part hereof, as to all remaining terms of sale, the intention of the parties hereto being to give effect to said contract by the execution of these presents by Mary De Shane Legg, in her recently acquired capacity of Committee and Trustee of Paul Tolson Legg, n.c.m."

9. That your Orators are advised that because one of the parties to said last named contract of sale is non compos mentis, said contracts of sale can not be fulfilled, and said John R. Coursey and Annie V. Coursey, his wife, vested with the legal title to said tract or farm hereinbefore described, 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 or farm hereinbefore described and interested therein as above set forth and all the parties to said contracts or sale that said contracts of sale be ratified and confirmed by this Honorable Court, for the reason that the purchase price, to wit, the sum of Eleven Thousand Dollars (\$11,000.00) named in said contracts, is a fair market value for said tract of land or farm and is as much, if not more, than the same would bring at public sale, and for other reasons to be made known at the hearing.

11. That the entire purchase price of Eleven Thousand Dollars (\$11,000.00) including the one-sixth part thereof, or the sum of One Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,833.33) representing the share of said Paul Tolson Legg, n.c.m., has been paid into the hands of May De Shane Legg and William McK. Gibson, Attorney for the heirs of J. Archie Legg, who deposited same in The Stevensville Bank of Maryland, and have paid therefrom the sum of Two Thousand Dollars (\$2,000.00) unto said T. Roland Carville, mortgagee, and have obtained his release of said mortgage in consideration therefor, as will appear by reference to said "Exhibit B," and who are holding the balance thereof, to wit the sum of Nine Thousand Dollars (\$9,000.00), on deposit in said bank, subject to the future order of this Honorable Court.

12. That said May De Shane Legg, widow, is an adult, and resides in Queen Anne's County aforesaid; that said Howard A. Legg and Dorothy Riggin Legg are adults, and reside in Ann Arundel County, State of Maryland; that said Lucile Legg Taylor and Earl Thomas Taylor are adults and reside at Hampton, Elizabeth City, State of Virginia; that said Mary De Shane Legg is an adult, and resides in Queen Anne's County aforesaid; that said John R. Coursey and Annie V. Coursey, his wife, are adults, and reside in Queen Anne's County aforesaid; and that said Paul Tolson Legg is an adult, but is non compos mentis, and resides at Eastern Shore State Hospital in Dorchester County, State of Maryland.

TO THE END THEREFORE:

(1) That said tract of land or farm hereinbefore described may be sold under a decree of this Court for the purpose of partition of the proceeds of sale among the parties entitled thereto.

(2) That a division of the proceeds of sale may be had among the parties owning said real estate or interested therein according to their respective interests and rights therein under the direction of this Court.

(3) That said contracts of sale hereinbefore mentioned 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 said John R. Coursey and Annie V. Coursey, his wife, vendees, their heirs and assigns, as tenants by the entireties, 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 or farm free, clear and discharged of and from the rights of all the parties to this Bill of Complaint, and to said contracts of sale, as well as free, clear and discharged of and from the claims of all creditors of said J. Archibald Legg, deceased.

(5) That the usual notice to creditors in such cases may be given by this Honorable Court as provided by law.

(6) 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.

(7) 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 Defendant, Paul Tolson Legg, n.c.m., directed to the Sheriff of Dorchester County, 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.

HOWARD WOOD, 3rd.

 Howard Wood, 3rd
 Solicitor for Plaintiffs.

COMPLAINANTS'
 "EXHIBIT A"

#18,829 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the First day of April, in the year nineteen hundred and thirty eight, the following Deed was brought to be recorded, to wit:-

One-Five Dollar, Two-Two Dollar
 and One-Fifty Cent Int. Rev. Stamps.

Endorsed E.E.M. 3/26/38.

One-Five Dollar, Two-Two Dollar
and One-Fifty Cent Recordation Tax
Stamps. Endorsed J.A.L. 4/1/38.

THIS DEED, Made this 26th day of March, in the year nineteen hundred and thirty eight, by and between Emma Eareckson Murray and Gerard A. Murray, her husband, of Bessemer, Jefferson County, State of Alabama, parties of the first part, and J. Archie Legg, of Stevensville, Queen Anne's County, State of Maryland, party of the second part;

WITNESSETH, that for and in consideration of the sum of Ninety Five Hundred Dollars (\$9500.00) and other valuable considerations, the receipts of which are hereby acknowledged, the said Emma Eareckson Murray and Gerard A. Murray, her husband, do hereby grant and convey unto the said J. Archie Legg, his heirs and assigns, in fee simple, the following described real estate, to wit:-

PARCEL NUMBER ONE

ALL that tract of land or farm, known as "Eareckson's Prospect" or "The Eareckson Home Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Stevensville to Kent Point, adjoining the lands of (or formerly of) James B. Bright and James R. Legg, and containing 300 acres of land, more or less.

PARCEL NUMBER TWO

ALL that tract or parcel of woodland, known as "The Woodland belonging to "Eareckson's Prospect", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County aforesaid, south of (but not immediately adjoining) the tract of land or farm above described, containing 20 acres of land, more or less.

TITLE REFERENCE

BEING the same tract of land or farm and tract or parcel of woodland which was devised by the last will and testament of Elizabeth E. Eareckson, bearing date the 6th day of June, 1877, and recorded in Liber W.A.J. No. 1, folios 212, etc., a will record book for Queen Anne's County aforesaid, unto Thomas B. Eareckson, for life, with remainder as in said will set forth. For further title references see the following:

(a) The deed from Thomas B. Eareckson to Emma Eareckson, bearing date the 4th day of July, 1908, and recorded in Liber S. S. No. 5, folios 82, etc., a land record book for Queen Anne's County aforesaid;

(b) The deed from Lillian Ruth Eareckson, et al., to Emma Eareckson, bearing date the 4th day of July, 1908, and recorded in Liber S. S. No. 5, folios 83, etc., a land record book for Queen Anne's County aforesaid.

(c) The confirmatory deed from John F. Eareckson to Emma W. Eareckson, bearing date the 20th day of February, 1912, and recorded in Liber W.F.W. No. 1, folios 232, etc., a land record Book for Queen Anne's County aforesaid;

(d) The Deed from William O. Eareckson and Kathryn K. Eareckson, his wife, to Emma E. Murray, bearing date the 16th day of December, 1924, and recorded in Liber B.H.T. No. 2, folios 582, etc., a land record book for Queen Anne's County aforesaid; and

(e) The deed from Page Carter Eareckson to Emma Eareckson Murray, bearing date the 19th day of March, 1938, and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid preceding this deed.

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

TO HAVE and TO HOLD the said tract of land or farm and tract or parcel of woodland and premises, unto and to the use of the said J. Archie Legg, his heirs, and assigns, in fee simple, forever.

RESERVING, however, unto the said Emma Eareckson Murray, her personal representatives and assigns, the landlord's share of all crops pitched and planted in the fall of the year 1937 and now growing on said tract of land or farm; and

SUBJECT to the rights, of the tenant now occupying said tract of land or farm under his contract of renting (oral and/or written) with the said Emma Eareckson Murray or her agent and/or trustee, the said J. Archie Legg to succeed to the rights (except as to said crops hereinbefore mentioned) and assume the liabilities of the said Emma Eareckson Murray under said contract of renting.

AND the said Emma Eareckson Murray does hereby covenant that she has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurances of said land as may be requisite, except as to the tenancy above mentioned to which these covenants are not to apply.

WITNESS the hands and seals of the said Grantors:

TEST: (as to Grantors).

EMMA EARECKSON MURRAY (SEAL)

MARY REYNOLDS

GERARD A. MURRAY (SEAL)

STATE OF ALABAMA,)

JEFFERSON COUNTY,)

) TO WIT:

I HEREBY CERTIFY that on this 26th day of March in the year nineteen hundred and thirty eight, before me, the subscriber, a Notary Public of the State of Ala-

bama in and for Jefferson County aforesaid, personally appeared Emma Eareckson Murray and Gerald A. Murray, her husband, and each acknowledged the foregoing Deed 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.

Notary Public Seal.

FRANCES C. PATTON
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. 6-A folio 380 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 on this 8th day of June, in the year nineteen hundred and forty five.

A. SYDNEY GADD, JR.
Clerk of Circuit Court.

COMPLAINANTS'
"EXHIBIT B"

#18,830 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the First day of April, in the year nineteen hundred and thirty eight, the following Mortgage was brought to be recorded, to wit:-

THIS PURCHASE MONEY MORTGAGE, made this 26th day of March, 1938, by J. Archie Legg and Mary D. Legg, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said J. Archie Legg is just indebted unto T. Roland Carville, of Queen Anne's County aforesaid, in the full sum of Two Thousand Dollars (\$2,000.00), for money this day loaned to the said J. Archie Legg by the said T. Roland Carville to complete the payment of the balance of the purchase money for the hereinafter described real estate;

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the aforesaid sum of Two Thousand Dollars (\$2,000.00) shall be repaid unto the said T. Roland Carville at the expiration of three years from the date of this mortgage, with interest thereon in the meantime, at the rate of six per centum (6%) per annum, payable semi-annually from the said date of this mortgage;

AND WHEREAS, it is hereby further agreed by and between the parties to this mortgage that the said J. Archie Legg shall have the privilege of paying the principal mortgage debt secured by this mortgage at any interest payment period, provided he shall give to the said T. Roland Carville at least thirty days written notice before the date such payment is to be made of his intention to make such payment;

AND WHEREAS, it was an express precedent agreement to the making of said loan that the aforesaid principal sum of Two Thousand Dollars (\$2,000.00) and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by this mortgage;

NOW, THEREFORE, THIS PURCHASE MONEY MORTGAGE 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 J. Archie Legg and Mary D. Legg, his wife, do hereby grant and convey unto the said T. Roland Carville, his heirs and assigns, in fee simple, the following described real estate, to wit:

PARCEL NUMBER ONE

ALL that tract of land or farm, known as "Eareckson's Prospect" or "The Eareckson Home Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Stevensville to Kent Point, adjoining the lands of (or formerly of) James B. Bright and James R. Legg, and containing 300 acres of land, more or less.

PARCEL NUMBER TWO

ALL that tract or parcel of woodland, known as "The Woodland belonging to "Eareckson's Prospect", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County aforesaid, south of (but not immediately adjoining) the tract of land or farm above described, containing 20 acres of land, more or less.

TITLE REFERENCE

BEING the same tract of land or farm and tract or parcel of woodland which were granted and conveyed unto the said J. Archie Legg, by Emma Eareckson Murray and Gerard A. Murray, her husband, by deed bearing date the 26th day of March, 1938, and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage.

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.

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. Archie Legg, his heirs, executors, admin-

istrators or assigns, shall well and truly pay to the said T. Roland Carville, his executors, administrators or assigns, the aforesaid sum of Two Thousand Dollars (\$2,000.00) when and as the same shall become due and payable as above set forth, and the interest to accrue thereon as aforesaid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said J. Archie Legg, his heirs and assigns, shall possess said property.

AND the said J. Archie Legg, for himself, his heirs, executors, administrators and assigns, hereby covenants to apy, 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 T. Roland Carville, 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 T. Roland Carville, his executors, administrators or assigns, or WILLIAM R. HORNEY, of Queen Anne's County, State of Maryland, 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 aforesaid, 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, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons 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 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 moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to the said J. Archie Legg 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 T. Roland Carville, his executors, administrators, or assigns, or the said WILLIAM R. HORNEY, 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 J. Archie Legg, for himself, his heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS the hands and seals of the said Mortgagors.

TEST: (as to Mortgagors).

J. ARCHIE LEGG (SEAL)

BARNES LEGG

MARY D. LEGG (SEAL)

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

I HEREBY CERTIFY that on this 26th day of March, 1938, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared J. Archie Legg and Mary D. Legg, his wife, and each acknowledged the aforesaid MORTGAGE to be their respective act.

AND at the same time, also before me, the subscriber, personally appeared T. Roland Carville, the within named Mortgagee, and made oath, in due form of law, that the consideration stated in the aforesaid MORTGAGE is true and bona fide as therein set forth.

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

Notary
 Public
 Seal.

BARNES LEGG
 Notary Public

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 24th day of April, in the year nineteen hundred and forty five, the following Release was brought to be recorded, to wit:

For value received, I hereby release the within and aforesaid Mortgage.

Witness my hand and seal, this 24th day of April, 1945.

TEST: HOWARD WOOD, 3rd.

T. ROLAND CARVILLE (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. 6-A folio 382 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 on this 21st day of June in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk of Court.

PLAINTIFFS'
"EXHIBIT C"

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, E. Earle Coursey, Register of Wills for Queen Anne's County, State of Maryland, hereby certify that it appears from the records of my office that letters of Administration on the Estate of J. Archibald Legg were granted unto May DeShane Legg on February 15, 1944, and that the First and Final Administration Account showing payment of all claims and Distribution of the balance was filed and passed on February 6, 1945.

Seal's Place.

In Testimony Whereof I have hereunto set my hand and affixed the seal of the Orphans Court this 21st day of June, 1945.

EDWARD E. COURSEY
Register of Wills of Queen Anne's County,
Maryland.

COMPLAINANTS'
"Exhibit D"
Filed June 9th, 1945.

THIS AGREEMENT OF SALE, made this 22nd day of June, 1944, by and between May DeShane Legg, widow-lady, Howard A. Legg and Dorothy Riggin Legg, his wife, Lucile Legg Taylor and Earl Thomas Taylor, her husband, and Mary DeShane Legg, single-lady, Vendors, parties of the first part, and John R. Coursey and Annie V. Coursey, his wife, Vendees, parties of the second part.

Whereas, J. Archibald Legg, late of Queen Anne's County, deceased, departed this life on or about the 5th day of February, 1944, intestate, leaving surviving him as his next of kin and only heirs at law, the following, viz: May DeShane Legg, widow Howard A. Legg, a son, Lucile Legg Taylor, a daughter, Mary DeShane Legg, a daughter, and Paul T. Legg, a son, who is non compos mentis, all being of lawful age, and

Whereas, the said J. Archibald Legg, deceased, died seized and possessed, among other realty, of the real estate hereinafter described, which descended unto his heirs at law,

Whereas, the said John R. Coursey and Annie V. Coursey desiring to purchase the real estate hereinafter described, have under these presents entered into this contract of sale with the said May DeShane Legg, Howard A. Legg, Lucile Legg Taylor and Mary DeShane Legg whereby said Vendees purchase said real estate hereinafter described upon the condition that the said Vendors institute proper proceedings in the Chancery Court of Queen Anne's County in order to obtain the power and authority of said court to sell and transfer the interest and estate of said Paul T. Legg, n.c.m. in said real estate by a Trustee appointed in his behalf.

NOW, THEREFORE, THIS AGREEMENT OF SALE WITNESSETH: That, the said Vendors do hereby bargain and sell unto said Vendees, and the latter do hereby purchase from the former, inclusive of the interest and estate of Paul T. Legg, n.c.m., the following described real estate, to wit:

All that farm and tract of land known as "Eareckson's Prospect, or "The Eareckson Home Farm", or "The J. Archie Legg Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the left side of the public road leading from Stevensville to Kent Point, adjoining the lands of or formerly of James B. Bright and James R. Legg, and containing Three Hundred (300) Acres of land, more or less, and being Parcel No. One (1) described and conveyed in the deed to J. Archie Legg from Emma Eareckson Murray and Gerard A. Murray, her husband, by deed dated March 26th, 1938, and recorded among the land records of Queen Anne's County in Liber W.H.C. No. 6-A, folio 380, etc., and being part of the land of which J. Archie Legg died seized and possessed, intestate, and which descended unto his heirs at law, namely, May DeShane Legg, his widow, to the extent of an one-third interest, and unto Howard A. Legg, a son, Lucile Legg Taylor, a daughter, Mary DeShane Legg, a daughter, and unto Paul T. Legg, a son, each to the extent of an one-fourth interest in a two-thirds part; at and for the price of Eleven Thousand Dollars (\$11,000.00), which said sum the said Vendees, upon delivery of this contract of sale, are paying in full.

A deed which shall convey said property by a good and merchantable title

to the Vendees shall be executed by the Vendors and by a Trustee for Paul T. Legg, n.c.m., at the Vendees' expense. The date of delivery of said deed shall be upon the expiration of the Notice to Creditors in the personal estate of J. Archibald Legg and when the Court of Chancery for Queen Anne's County by its Order and Decree shall have authorized and directed its Trustee for Paul T. Legg, n.c.m., to join in said deed with the Vendors to the Vendees. The cost of the chancery proceedings shall be at the expense of the estate of Paul T. Legg, n.c.m.

The present wheat crop on said farm shall be reserved in the Vendors. Vendees to receive all other crops, if any.

The Vendors shall pay one-half of the taxes for the calendar year 1944, and the Vendees shall pay the other one-half of the taxes on said property.

It is understood and agreed that the Vendees shall immediately have all the buildings on said property insured to the extent of the insurable value thereof and have the policies of insurance on said property so endorsed as to protect all parties hereto as their interests may appear, and continue the said insurance in force during the life of this contract.

Possession of the said property and premises shall be given to the Vendees immediately, the vendors reserving the right to keep farm personalty and livestock on the premises until day of sale.

Costs of all documentary stamps required by law, and all recording costs, and all costs of transfer shall be at the expense of the Vendees.

Witness in duplicate the hands and seals of the parties hereto, the day and year first above written.

Witness:-

as to M.D.L. <u>WILLIAM MCK. GIBSON</u>	M.D.L. <u>MAY DESHANE LEGG</u> (SEAL)
as to H.A.L. <u>JOE L. BYROM</u>	H.A.L. <u>HOWARD A. LEGG</u> (SEAL)
as to D.R.L. <u>JOE. L. BYROM</u>	D.R.L. <u>DOROTHY RIGGIN LEGG</u> (SEAL)
as to L.L.T. <u>CAROLINE FORBES</u>	L.L.T. <u>LUCILE LEGG TAYLOR</u> (SEAL)
as to E.T.T. <u>CAROLINE FORBES</u>	E.T.T. <u>EARL THOMAS TAYLOR</u> (SEAL)
as to M.D.L. <u>WILLIAM MCK. GIBSON</u>	M.D.L. <u>MARY DESHANE LEGG</u> (SEAL) Sellers.
as to J.R.C. and A.V.C. <u>OREM A. THOMPSON</u>	<u>J. R. COURSEY</u> <u>ANNIE V. COURSEY</u> Buyers.

PLAINTIFFS'
"EXHIBIT E"

THIS CONTRACT OF SALE, made this 27th day of June, 1945, by and between Mary De Shane Legg of Queen Anne's County, Maryland, Committee and Trustee of Paul Tolson Legg, non compos mentis, party of the first part, hereinafter called "Seller", and John R. Coursey and Annie V. Coursey, his wife, of the said County and State, parties of the second part, hereinafter called "Purchasers".

WHEREAS, J. Archibald Legg, late of Queen Anne's County, deceased, departed this life on the 5th day of February, 1944, intestate, and seized and possessed of the following described real estate, to wit: All that farm and tract of land known as "Eareckson's Prospect," or "The Eareckson Home Farm," or "The J. Archie Legg Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the left side of the public road leading from Stevensville to Kent Point, adjoining the lands of or formerly of James B. Bright and James R. Legg, and containing Three Hundred (300) acres of land more or less, and being Parcel No. One (1) described and conveyed in the deed to J. Archie Legg from Emma Eareckson Murray and Gerard A. Murray, her husband, by deed dated March 26, 1938, and recorded among the land records of said Queen Anne's County in Liber W.H.C. No. 6 - A, folios 380, etc.;

AND WHEREAS, said J. Archibald Legg departed this life, intestate as aforesaid, leaving surviving him as his only heirs at law and unto whom the said land descended, May De Shane Legg, his widow, to the extent of a one-third interest, Howard A. Legg, Lucile Legg Taylor, Mary De Shane Legg and Paul Tolson Legg, his children, each to the extent of a one-sixth interest; and

WHEREAS, the said May De Shane Legg, widow, Howard A. Legg and Dorothy Riggin Legg, his wife, Lucile Legg Taylor and Earl Thomas Taylor, her husband and the said Mary De Shane Legg, in her individual capacity, have heretofore, to wit on the 22nd day of June, 1944, entered into a contract with the said Purchasers, by the terms of which contract, the said May De Shane Legg, Howard A. Legg, Dorothy Riggin Legg, Lucile Legg Taylor, Earl Thomas Taylor and Mary De Shane Legg have agreed to sell their respective interests as aforesaid in and to the real estate hereinbefore described unto the said Purchasers, and the said Purchasers did, upon the execution of said contract, agree to buy said real estate, upon the condition that the vendors therein should institute proper proceedings in the Chancery Court of Queen Anne's County in order to obtain the power and authority of said court to sell and transfer the interest and estate of said Paul Tolson Legg, n.c.m., in said real estate, the said vendors agreeing thereupon to institute such proceedings; and

WHEREAS the said Seller has now been appointed by the Circuit Court for Queen Anne's County, in Equity, as Committee of the Person and Trustee of the property of said Paul Tolson Legg, n.c.m., and deems it to be to the interest and advantage of the said Paul Tolson Legg to enter into this Contract of Sale;

NOW, THEREFORE, THIS CONTRACT OF SALE WITNESSETH, that the said Seller does hereby agree to sell unto said Purchasers, and said Purchasers do hereby agree to

buy of the said Seller, upon the terms and conditions hereinafter set forth, all of the right, title and interest of the said Paul Tolson Legg, n.c.m., in and to the hereinabove described real estate, at and for the sum of One Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,833.33), the receipt of which said sum said Seller hereby acknowledges upon the execution and delivery of these presents.

IT is understood and agreed by and between the parties that this Contract of Sale is made upon the condition that Seller shall obtain the approval and ratification of said sale and confirmation of this contract from the Circuit Court for Queen Anne's County, in Equity, and that said Seller shall join with said Purchasers and with said May De Shane Legg, Howard A. Legg, Dorothy Riggin Legg, Lucile Legg Taylor, Earl Thomas Taylor, and Mary De Shane Legg, in her individual capacity, as Plaintiffs, in filing a bill of complaint in said Court against said Paul Tolson Legg, n.c.m., said proceedings to be entitled "May De Shane Legg, et al. vs. Paul Tolson Legg, non compos mentis", for the purpose of obtaining such approval, ratification and confirmation.

IT is understood and agreed that William McK. Gibson and May De Shane Legg shall keep the said purchase money on deposit in the Stevensville Bank of Maryland to their credit as "Mat De Shane Legg and William McK. Gibson, Attorney for the heirs of J. Archie Legg", subject to the future order of said Circuit Court for Queen Anne's County in Equity.

IT is understood and agreed that the aforesaid contract of sale, executed on June 22, 1944, is hereby incorporated and made a part hereof, as to all remaining terms of this sale, the intention of the parties hereto being to give effect to said contract by the execution of these presents by Mary De Shane Legg, in her recently acquired capacity of Committee and Trustee of Paul Tolson Legg, n.c.m.

WITNESS the hands and seals of the parties hereto, in duplicate, the day and year first above written.

TEST:

MARY J. CALLAWAY

BARNES LEGG

BARNES LEGG

MARY DE SHANE LEGG (SEAL)
Committee and Trustee of Paul
Tolson Legg, non compos mentis
Seller.

JOHN R. COURSEY (SEAL)

ANNIE V. COURSEY (SEAL)
Purchasers.

SUMMONS FOR
PAUL TOLSON LEGG
Filed July 5, 1945.

Queen Anne's County, to wit:

The State of Maryland

TO Seal's Place.

Paul Tolson Legg, n.c.m.

OF DORCHESTER COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of July next, to answer the complaint of May De Shane Legg, et al., against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of June 1945 Issued the Twenty ninth day of June 1945.

A. SYDNEY GADD JR. Clerk

Gibson, Butler and Wood

Solicitors 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 July next, being the Return Day.

A. SYDNEY GADD JR. Clerk.

And on the back of the foregoing summons is thus endorsed, to wit:

Served by reading and leaving a copy of same with Paul Tolson Legg n. c.m. and Dr. Chas. Taylor, Supt. of Eastern Shore State Hospital.

RUFUS W. DEAN 7/2/45.
Sheriff of Dorchester
County.

Filed July 5th, 1945.

ORDER TO REISSUE
SUBPOENA AGAINST
DEFENDANT.
Filed July 6, 1945.

MAY DE SHANE LEGG, et al.

vs.

PAUL TOLSON LEGG, non compos mentis.

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

Cause No. 3441.

MR. A. SYDNEY GADD, JR., CLERK:

Please reissue subpoena in the above entitled cause, directed to the Sheriff of Dorchester County, against Paul Tolson Legg, non compos mentis, Defendant, returnable at the next return day.

HOWARD WOOD, 3rd
Solicitor for Complainants.

ORDER TO ISSUE COPY
OF SUBPOENA TO BE
LEFT WITH COMMITTEE
AND TRUSTEE OF
DEFENDANT.

MAY DESHANE LEGG, et al.

VS.

PAUL TOLSON LEGG, non
compos mentis.

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

Cause No. 3441.

MR. A. SYDNEY GADD, JR., CLERK:

Please issue a copy of the subpoena issued in this cause on July 6, 1945, said copy to be directed to the Sheriff of Queen Anne's County, to be left with Mary DeShane Legg, Committee of the person and Trustee of the Property of Paul Tolson Legg, non compos mentis, Defendant, instructing him to return the said copy on or before the next return day.

HOWARD WOOD, 3rd
Solicitor for Complainants.

SUBPOENA FOR RESPONDENT
TO APPEAR AND ANSWER
Filed July 18, 1945.

Queen Anne's County, to wit:

The State of Maryland

TO

Seal's Place.

Paul Tolson Legg, n.c.m.,

OF DORCHESTER COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of August next, to answer the complaint of May De Shane Legg, et al. against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of July 1945 Issued the Seventh day of July 1945.

A. SYDNEY GADD JR. Clerk

Howard Wood, 3rd.
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 August next, being the Return Day.

A. SYDNEY GADD JR. Clerk.

And on the back of the foregoing Subpoena is thus endorsed, to wit:

SERVED BY READING TO AND LEAVING COPIES OF WITHIN SUBPOENA WITH PAUL TOLSON LEGG AND DR. CHARLES TAYLOR, SUPERINTENDENT OF THE EASTERN SHORE STATE HOSPITAL, THIS 16TH DAY OF JULY, 1945.

RUFUS W. DEAN
Sheriff of Dorchester County.

SUBPOENA
Filed July 20, 1945.

Queen Anne's County, to wit:

The State of Maryland

TO Seal's Place.

Mary De Shane Legg, Committee etc.,

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 August next, to answer the complaint of May De Shane Legg, widow, et al., against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court,

the First Monday of July 1945 Issued the Fourteenth day of July 1945.

Gibson, Butler & Wood

A. SYDNEY GADD JR. Clerk

Solicitors 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 August next, being the Return Day.

A. SYDNEY GADD JR. Clerk.

True Copy

Test: A. SYDNEY GADD JR. Clerk

And on the back of the foregoing Subpoena is thus endorsed, to wit:

Summons and copy left with Mary DeShane Legg July 20, 1945

LOUIS B. PERKINS
Sheriff

ANSWER OF DEFENDANT
BY HIS COMMITTEE AND
TRUSTEE

Filed August 23, 1945.

MAY DESHANE LEGG, et al.,
Plaintiffs,

vs.

PAUL TOLSON LEGG, n.c.m.,
Defendant.

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

Cause No. 3441.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Paul Tolson Legg, non compos mentis, by Mary DeShane Legg, his Committee and Trustee, to the Bill of Complaint of May DeShane Legg and others, exhibited against him in the above entitled cause, says:

That this Defendant cannot admit any of the matters and things alleged in said Bill of Complaint, and being a person non compos mentis, submits his rights to the protection of this Honorable Court.

MARY DESHANE LEGG
Committee and Trustee.

STATE OF MARYLAND)
QUEEN ANNE'S COUNTY)

TO WIT:

I HEREBY CERTIFY that on this 22nd day of August, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Mary De Shane Legg, the above named Committee and Trustee of Paul Tolson Legg, incompetent, 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.

Notary
Public
Seal.

BARNES LEGG

Notary Public.

REPORT OF EXAMINER
AND DEPOSITIONS
Filed August 29, 1945.

MAY DE SHANE LEGG, widow, HOWARD A.
LEGG, DOROTHY RIGGIN LEGG, his wife,
LUCILE LEGG TAYLOR, EARL THOMAS TAYLOR,
her husband, MARY DE SHANE LEGG, Com-
mittee of the Person and Trustee of the
Property of Paul Tolson Legg, non com-
pos mentis, MARY DE SHANE LEGG, indi-
vidually, JOHN R. COURSEY and ANNIE V.
COURSEY, his wife,

vs.

PAUL TOLSON LEGG, non compos mentis.

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

Cause No. 3441.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

One of the solicitors for the Plaintiffs, Howard Wood, 3rd, 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 28th day of August, 1945, in the law office of Gibson, Butler and Wood, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 4:00 o'clock P.M., there being present Howard Wood, 3rd, one of the solicitors for the Plaintiffs, May De Shane Legg, one of the Plaintiffs, Claude Lowery, J. Fred Carter and Mary DeShane Legg, Committee and Trustee of Paul Tolson Legg, non compos mentis:

May De Shane Legg, the first witness of lawful age, produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Wood:

- Q. 1. State your name, age, residence and occupation.
- A. May De Shane Legg, I am over 21 years; Stevensville, Maryland; I have no occupation.
- Q. 2. Are you one of the Plaintiffs in this case?
- A. I am.
- Q. 3. Do you know all the parties to this suit?
- A. Yes, I do. Mr. and Mrs. Coursey and my children and their spouses are the Plaintiffs; and my step-son, Paul Tolson Legg, is the Defendant.
- Q. 4. What is the age of Paul Tolson Legg, your stepson? Was he, or not, adjudicated non compos mentis?
- A. 38. He was adjudicated non compos mentis by this Court on April 13, 1929; and has been confined since that date.
- Q. 5. State whether or not the said Paul Tolson Legg owns any real estate?
- A. Yes, he does. A one-sixth interest in the real estate of which his father, J. Archie Legg, died seized and possessed, intestate, on the 5th day of February, 1944, including a farm called "Eareckson's Prospect", or "The Eareckson Home Farm" or "The J. Archie Legg Farm", situate on the left side of the public road leading from Stevensville to Kent Point, adjoining the land formerly of James B. Bright and James R. Legg, containing about 300 acres of land.
- Q. 6. How did he acquire title to it?
- A. By inheritance from his father, J. Archie Legg.
- Q. 7. Mrs. Legg, 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 the Deed by which my late husband, J. Archie Legg, acquired title to the farm I have just referred to; the Deed was from Emma Eareckson Murray and Gerard A. Murray, her husband, to J. Archie Legg, bearing date the 26th day of March, 1938, and recorded in Liber W.H.C. No. 6 - A, folio 380, a Land Record Book for Queen Anne's County, Maryland. (Note: at this point the abovementioned paper was offered in evidence, and was marked by your examiner "Examiner's Exhibit A").
- Q. 8. Please state whether or not the abovementioned farm was subject to any mortgage liens at the time of the death of your late husband, J. Archie Legg?
- A. Yes, it was subject to a mortgage given by husband and myself for the purchase money of said farm to T. Roland Carville, dated March 26th, 1938, and recorded in Liber W.H.C. No. 6A, folio 382, a Land Record Book for Queen Anne's County, Maryland; the principal debt secured by this mortgage was Two Thousand Dollars.
- Q. 9. Mrs. Legg, I hand you a paper marked "Exhibit B". Will you please look at it and state what it is?
- A. It is a certified copy of the Mortgage of which I have just testified. (Note: at this point the abovementioned paper was offered in evidence, and was marked by your examiner "Examiner's Exhibit B").
- Q. 10. You have stated that Paul Tolson Legg, non compos mentis, received a one-sixth share of his father's real estate upon the latter's death. Who are the other heirs of the late J. Archie Legg?
- A. Howard A. Legg, son, Lucile Legg Taylor, daughter, Mary De Shane Legg, daughter, and myself, his widow.
- Q. 11. Were you or not your husband's administratrix?
- A. I was. The Orphans' Court of Queen Anne's County granted Letters of administration in his estate to me on February 15, 1944; and I have collected the personal assets and paid all debts and charges against said estate, and have made distribution of the balance remaining therein, in accord with the final account and distribution filed and passed in the Orphans' Court.
- Q. 12. Mrs. Legg, I hand you a paper marked "Exhibit C". Will you please look at it and state what it is?
- A. It is a certificate of the Register of Wills for Queen Anne's County, showing that letters were granted to me as I have just stated, and that my First and Final Administration Account and Distribution thereunder was filed and passed on February 6, 1945. (Note: at this point the abovementioned paper was offered in evidence, and was marked by your examiner "Examiner's Exhibit C").
- Q. 13. Mrs. Legg, I hand you a paper marked "Exhibit D". Will you please look at it and state what it is?
- A. This is the original of the Contract of Sale between myself, my son Howard A. Legg, Dorothy Riggin Legg, his wife, my daughter Lucile Legg Taylor, Earl Thomas Taylor, her husband, my daughter Mary DeShane Legg and John R. Coursey and Annie V. Coursey, his wife, by which Mr. and Mrs. Coursey agreed to purchase "Eareckson's Prospect" farm for the sum of Eleven Thousand Dollars, which was entered into on June 22, 1944, subject to the approval of the Court. (Note: at this point

the abovementioned paper was offered in evidence, and marked by your examiner "Examiner's Exhibit D").

- Q. 14. Mrs. Legg, I now hand you a paper marked "Exhibit E". Will you please look at it and state what it is?
- A. It is the original of a contract of sale which my daughter Mary DeShane Legg, as Committee and Trustee of her half-brother, Paul Tolson Legg, entered into on June 27, 1945 with John R. Coursey and Annie V. Coursey, making my daughter in her capacity as Committee and Trustee of Paul Tolson Legg a party to the terms and provisions of the Contract mentioned above as "Exhibit D".
- Q. 15. State whether or not the mortgage mentioned above as "Exhibit B" has been released and paid off?
- A. I find that the copy of the mortgage which you showed me has a release on it; so I assume it has been paid off, as I believe it has.
- Q. 16. Do you consider the ratification of this sale to be to the interest and advantage of Paul Tolson Legg?
- A. Yes, I consider it to be to the interest and advantage of him and of all concerned.
- Q. 17. Please state a few of your reasons for the above answer?
- A. I think the price was a good one, as good as could have been gotten at public sale; also, we were unable to farm it or find a good tenant after Mr. Legg's death; and, further the buildings were in a very poor state of repair.
- Q. 18. State whether or not John R. Coursey and Annie V. Coursey his wife are adults and where their residence is?
- A. They are adults, and they live in Queen Anne's County, Maryland.
- Q. 19. State whether or not Howard A. Legg and Dorothy Riggin Legg are adults, and where is their residence?
- A. Yes, they are adults, Howard A. Legg is in the Service in Texas, but their permanent address is Annapolis, Maryland.
- Q. 20. State whether or not Lucille Legg Taylor and Earl Thomas Taylor are adults. And what is their residence?
- A. They are adults and are residing in Hampton, Virginia.
- Q. 21. State whether or not Mary DeShane Legg is an adult and where is her address.
- A. She is an adult and she resides in Stevensville, Md.
- Q. 22. State where Paul Tolson Legg is confined.
- A. At the Eastern Shore State Hospital, Cambridge, Md.

EXAMINER'S SPECIAL

A. No.

MAY DESHANE LEGG

Claude Lowery, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Wood:

- Q. 1. State your name, age, residence and occupation.
- A. Claude Lowery, 44, Chester, Maryland, farmer.
- Q. 2. Do you know all the parties to this suit?
- A. Yes, sir.
- Q. 3. Do you know the farm called "Eareckson's Prospect", or "The J. Archie Legg Farm"?
- A. Yes, sir.
- Q. 4. As of the date of the first contract introduced in evidence, June, 1944, do you think that the contract price of Eleven Thousand Dollars is a fair price?
- A. Yes, sir, I would think that would be a fair price.
- Q. 5. Are you familiar with the values in that neighborhood?
- A. Yes.
- Q. 6. In your opinion would it be to the benefit and advantage of Paul Tolson Legg to have his interest in said real estate sold, and the proceeds invested in some productive fund?
- A. Under the circumstances, yes. The Leggs would have had to spend a lot of money to get a tenant after Mr. Legg's death; including the erection of a cow stable.
- Q. 7. Do you consider this price as much as could have been gotten at public sale?
- A. Yes, I do.

EXAMINER'S SPECIAL

Do you know, or can you state, any other matter or thing which may be of advantage to the parties to this cause, or the matters in question between the parties? If yes, state the same fully and at large in your answer.

Ans. No.

CLAUDE LOWERY

J. Fred Carter, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, did depose and say:

By Mr. Wood:

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

A. J. Fred Carter, 60, Stevensville, Maryland, farmer.

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

A. Yes.

Q. 3. Do you know the property known as "Eareckson's Prospect"?

A. Yes.

Q. 4. Do you know it well enough to testify as to its value, and if so, do you consider Eleven Thousand Dollars in the condition this farm was in, in June, 1944, to be a fair price?

A. I do. I appraised this farm at \$10,000.00 for the estate of J. Archie Legg.

Q. 5. Do you or not feel that a considerable sum of money would have been needed in order to get a desirable tenant for this farm after Mr. Legg's death?

A. Yes, I certainly do.

EXAMINER'S SPECIAL

Do you know, or can you state, any other matter or thing which may be of advantage to the parties to this cause, or any of them or that may be material to the subject of this examination, or the matters in question between the parties? If so, state the same fully and at large in your answer.
No.

J. FRED CARTER

Having no further testimony to offer the plaintiff requested that the testimony be filed herewith.

Claude Lowery, witness fee-----	.75
J. Fred Carter, witness fee-----	.75
Richard T. Earle, examiner-----	<u>8.00</u>
Total	\$9.50

Respectfully submitted.

RICHARD T. EARLE
One of Regular Examiners.

Filed Aug. 29th, 1945.

DECREE
Filed Sept. 18th, 1945.

MAY DESHANE LEGG et al.,
Plaintiffs,

vs.

PAUL TOLSON LEGG, non compos
mentis,
Defendant.

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

Cause No. 3441

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 15th day of September, 1945, 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 the real estate mentioned and described in these proceedings as having been sold under two contracts of sale (Plaintiffs' Exhibits D and E) filed in this cause, to two of the plaintiffs, John R. Coursey and Annie V. Coursey, his wife, as tenants by the entireties, at and for the sum of Eleven Thousand Dollars (\$11,000.00), upon the terms set forth in said contracts of sale, subject to the final ratification of said sale by this Court, be sold to them for the purpose of partition of the proceeds of sale among the parties entitled thereto.

That William McK. Gibson, of Queen Anne's County, State of Maryland, be and he is hereby appointed Trustee to carry out the terms of said contracts and to make said sale, but before he shall proceed to act as such Trustee he shall 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 Eleven Thousand Dollars (\$11,000.00) if corporate surety be given, and in double that amount if personal surety be given, conditioned upon 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.

That as soon as may be convenient thereafter 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.

That upon the final ratification of said sale by this Court after the passage of the usual order nisi thereon and upon the payment to him of the whole purchase price, and not before, said trustee shall be 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 the, free, clear and discharged of all claims of the parties to this cause, and of those claiming by, through and under them, or any of them.

That 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 commissions 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.

And it appearing that the administration upon the personal estate of J. Archie Legg, deceased, has been fully completed, the trustee shall not be required to publish any notice to creditors of said estate.

Filed Sept. 18th, 1945.

WM. R. HORNEY
Judge

CERTIFIED COPY OF
TRUSTEE'S BOND
Filed Sept. 18, 1945.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighteenth day of September in the year nineteen hundred and forty five, 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, William McK. Gibson, 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 Eleven Thousand Dollars (\$11,000.00) 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, formally by these presents, sealed with our seals and dated this 18th day of September, 1945;

WHEREAS, the above bounden William McK. Gibson has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 15th day of September, 1945, trustee to make sale of the real estate mentioned and described in the cause in said court entitled "May DeShane Legg et al., vs. Paul Tolson Legg, non compos mentis", being Cause No. 3441 on the Chancery Docket of said Court;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William McK. Gibson 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:

WILLIAM MCK. GIBSON (SEAL)

HOWARD WOOD 3rd.

UNITED STATES FIDELITY AND GUARANTY
COMPANY

By _____
WILLIAM MCK. GIBSON
Its Attorney-in-Fact.

ATTEST:

HOWARD WOOD 3rd.

Corporate
Seals
Place

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 345 A Bond 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 on this 19th day of September in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk of Court.

REPORT OF SALE
Filed September 18, 1945.

MAY DE SHANE LEGG et al.,
Plaintiffs

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

vs.

PAUL TOLSON LEGG, non
compos mentis,

Defendant

Cause No. 3441

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by William McK. Gibson, the trustee appointed to make such sale and to carry out the terms of the contracts for the sale thereof, unto hour Honors, respectfully shows:

1. That pursuant to the decree of this Honorable Court passed on the 15th day of September, 1945, your trustee filed in this cause a bond in the penalty of Eleven Thousand Dollars (\$11,000.00), with a corporate surety thereon, which said bond was duly approved by the Clerk of this Court.

2. That thereupon, pursuant to said decree, your trustee on the 17th day of September, 1945, proceeded to carry out the terms of the contracts for the sale of and sold the tract of land or farm mentioned and described in these proceedings, which is described as follows, to wit:

All that farm and tract of land known as "Eareckson's Prospect", or "The Eareckson Home Farm", or "The J. Archie Legg Farm", situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the left side of the public road leading from Stevensville to Kent Point, adjoining the lands of or formerly of James B. Bright and James R. Legg, and containing 300 acres of land, more or less, and being Parcel No. One (1) described and conveyed in the deed to J. Archie Legg from Emma Eareckson Murray and Gerard A. Murray, her husband, by deed bearing date the 26th day of March, 1938, and recorded among the land records of said Queen Anne's County in Liber W.H.C. No. 6-A, folios 380, etc., unto John R. Coursey and Annie V. Coursey, his wife, as tenants by the entireties, at and for the sum of Eleven Thousand Dollars (\$11,000.00), upon the terms and conditions set forth in the two contracts of sale mentioned in this cause, which said contracts of sale are designated "Plaintiffs' Exhibits D and E" and are filed herein.

3. That said John R. Coursey and Annie V. Coursey, his wife, have previously paid unto your trustee, under the terms of said contracts of sale, the sum of Eleven Thousand Dollars (\$11,000.00), being the entire purchase price.

Respectfully submitted,

WILLIAM MCK. GIBSON
(William McK. Gibson)
Trustee.

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

I HEREBY CERTIFY that on this 18th day of September, 1945, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William McK. Gibson, the 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.

A. SYDNEY GADD JR.
Clerk.

ORDER NISI
Filed September 18, 1945.

N I S I

May De Shane Legg, et al.,

vs.

Paul Tolson Legg, n. c. m.

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

Chancery No. 3441

ORDERED, This 18th. day of September A.D., 1945, that the sale of real estate made and reported in this cause by William McK. Gibson, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th. 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 20th. day of October next.

The Report states the amount of sales to be \$11,000.00

Filed September 18, 1945

A. SYDNEY GADD JR. Clerk.

CERTIFICATE OF PUBLICATION
Filed November 24, 1945.

N I S I

May De Shane Legg, et al.,

vs.

Paul Tolson Legg, n.c.m.

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

Chancery No. 3441

ORDERED, This 18th day of September A.D., 1945, that the sale of real estate made and reported in this cause by William McK. Gibson, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of October next.

The Report states the amount of sale to be \$11,000.00.

Filed: September 18, 1945
True Copy:
Test: A. Sydney Gadd, Jr., Clerk.

A. SYDNEY GADD, JR.,
Clerk.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. November 23, 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the case/estate of May De Shane Legg, et al vs Paul Tolson Legg, n.c.m. a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before th 20th. day of October 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20th. day of September 1945, and the last insertion on the 11th. day of October 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

Filed Nov. 24, 1945.

FINAL ORDER OF RATIFICATION
Filed November 24th, 1945.

MAY DE SHANE LEGG, et al.,
vs.
PAUL TOLSON LEGG, n.c.m.

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

Cause No. 3441

FINAL ORDER OF RATIFICATION.

ORDERED, this 24th day of November, 1945, 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 McK. Gibson, 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 given as required by the order nisi heretofore passed in this cause, and said William McK. Gibson, trustee 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.

Filed Nov. 24th, 1945.

WM. R. HORNEY
Judge

AUDIT
Filed December 26th, 1945.

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

May DeShane Legg, et al.) Chancery Docket,
versus)
Paul Tolson Legg.) Cause No. 3441.

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 the proceedings of this cause as follows, to wit:
- a. That J. Archibald Legg, late of said county, died on February 5, 1944, intestate, seised and possessed of certain real estate.
 - b. That at the time of his death said real estate was subject to a mortgage given by him to T. Roland Carville, as mortgagee.
 - c. That the amount due by said mortgage was the sum of \$2,000.00.
 - d. That J. Archibald Legg left surviving him as his only heirs at law, his widow, May DeShane Legg and four children.
 - e. That after the death of the said J. Archibald Legg all the heirs at law left by him as aforesaid, except Paul Tolson Legg, entered into s written contract on behalf of all the heirs at law of said J. Archibald Legg for the sale of said land

for \$11,000.00, clear of the lien of said mortgage.

- f. That May DeShane Legg and William McKenney Gibson received from the purchasers of said real estate the full amount of said purchase money and that they paid to T. Roland Carville, the mortgagee, the sum of \$2000.00 due him by said mortgage and that he released said mortgage and said mortgage released was duly recorded.
- g. That the Bill of Complaint filed in this case was filed for the procurement of a decree of this Court for the sale of said real estate for partition among the said heirs of said real estate for partition among the said heirs of said J. Archibald Legg in accordance with the Contract of Sale so made.
- h. That William McKenney Gibson was appointed by the decree of this Court the trustee to consummate the sale above mentioned.
- i. That according to the Report of Sale filed in this cause by said Trustee he is chargeable with the full amount of the purchase money.
- j. That he is entitled as a credit against the purchase money so received by him to the mortgage of \$2000.00 above mentioned.
- (2) That your Auditor has stated the within account by first charging said Trustee with the full amount of the purchase money received by him per his Report of Sale and then by allowing him thereout his commissions for making the sale per decree of Court following the rule of the Court relating to allowance of commissions to trustees, the costs of advertising the several orders nisi of the cause, the cost of the bond filed by him as trustee, the fee of the auditor, the Court costs of the cause per statement of the Clerk of the Court and the amount of said mortgage debt, in accordance with the vouchers for the payment filed with the auditor. A receipt for the payment of the mortgage debt signed by the Mortgagee, filed with the auditor is returned by him to the Court with this audit.
- (3) That the balance of the amount of the sale charged to said Trustee as above set forth remaining after the allowance thereout of the allowances above mentioned is the amount of the net proceeds of sale for distribution among the heirs at law of said J. Archibald Legg and is in the annexed account distributed among them according to their legal rights thereto.
- (4) That the Auditor calls the attention of the Court to the fact that Paul Tolson Legg's share of the sale of this cause is by the order of the Court ratifying this audit to be made as to payment subject to the future order of the Court. The Auditor omitted to make this note in the account itself so calls the Courts attention to this custom or rule at this point.

Which is respectfully submitted,

MADISON BROWN

AUDITOR

DECEMBER 26, 1945.

CAUSE NUMBER 3341.

The proceeds of the sale of the real estate of May DeShane Legg and others as the heirs at law of J. Archibald Legg, late of Queen Anne's County, deceased, IN ACCOUNT WITH . . . William McKenney Gibson, Trustee named in the decree of sale passed in this cause to consummate said sale.

1945 Sept. 17	CR.	
	By amount of the gross sale of said real estate made this date by said Trustee per his report of sale filed herein September 18, 1945, to wit:	\$ 11,000.00

1945 Sept. 17	DR.	
	To William McKenney Gibson, said trustee for his commissions for making said sale per rule of Court, the sum of	\$485.00
	To the same trustee for the Court costs of these proceedings, per statement thereof made by the clerk of the Court exhibited to the Auditor, to wit:	
	Cost of A.S. Gadd, Clerk	\$ 60.75
	Appear. fee of attorneys filing the bill filed in this cause,	10.00
	Costs of Sherriff of Queen Anne's County, . . . . .	.75
	Dorchester County, . . . . .	.95
	Fee of Examiner to take testimony,	8.00
	Fee of witnesses before Examiner,	1.50
	costs of Register of Wills, . . . . .	.50
	Total of these costs,	\$ 82.45 \$ 82.45
	To the same Trustee for the cost of advertising the order nisi on sale per account for same exhibited, the sum of	\$ 5.00
	To the same Trustee for the cost of his bond containing corporate surety filed in this cause, per receipt for the same exhibited to the auditor, the sum of	\$ 65.00
	To the same Trustee for the cost of advertising the order nisi to be passed as to this audit,	

the sum of	\$ 3.50	
To the same Trustee for the amount of the mortgage on land sold given by J. Archibald Legg in his lifetime, paid after his death, April 24, 1945, to T. Roland Carville, the Mortgagee by May DeShane Legg and William McKenney Gibson, per receipt of the Mortgagee exhibited to the Auditor, . . . sum of	\$2000.00	
To Madison Brown, Auditor for stating this audit, the sum of	\$ 18.00	
	<hr/>	
the sum of	\$8341.05	
	<hr/>	<hr/>
	\$11000.00	\$11000.00

CAUSE NO. 3341.

CR.

By balance brought forward as net amount for distribution among the heirs-at-law of J. Archibald Legg, to wit: \$ 8,341.05

DR.

DISTRIBUTION AMONG THE HEIRS

OF

J. ARCHIBALD LEGG:

To Mary DeShane Legg, his widow, is distributed 1/3 of said balance, to wit: the sum of	\$ 2,780.35	
To Howard A. Legg, his son, is distributed 1/4 of 2/3 of said balance, to wit: the sum of	\$ 1,390.17	
To Lucille Legg Taylor, his daughter, is distributed 1/4 of 2/3 of said balance, to wit: the sum of	\$ 1,390.18	
To Mary DeShane Legg, his daughter, is distributed 1/4 of 2/3 of said balance, to wit: the sum of	\$ 1,390.18	
To Paul Tolson Legg, his son, is distributed 1/4 of 2/3 of said balance, to wit: the sum of	\$ 1,390.17	
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Total	\$ 8,341.05	\$ 8,341.05

December 26, 1945

MADISON BROWN
MADISON BROWN, AUDITOR.

NISI AUDIT
Filed December 26th, 1945.

Nisi Ratification of Audit

May DeShane Legg, et al.

VS

Paul Tolson Legg.

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

Cause No. 3341

ORDERED, This 26th. day of December in the year nineteen hundred and forty 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 18th. day of January, 1946; provided a copy of this order be published once a week in each of two successive weeks before the 11th. day of January, 1946, in some newspaper printed and published in Queen Anne's County.

Filed December 26, 1945.

A. SYDNEY GADD JR. Clerk.

CERTIFICATE PUBLICATION
NISI AUDIT
Filed January 23, 1946.

Nisi Ratification of Audit

May DeShane Legg, et al.

vs

Paul Tolson Legg

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

ORDERED, This 26th day of December in the year nineteen hundred and forty-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 18th day of January, 1946; provided a copy of this order be published once a week in each of two successive weeks before the 11th day of January, 1946, in some newspaper printed and published in Queen Anne's County.

Filed December 26, 1945.

A. SYDNEY GADD, JR., Clerk

True Copy-

Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. Jany. 23, 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of May DeShane Legg, et al vs Paul Tolson Legg a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 18th. day of January 1946, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27th. day of December 1945, and the last insertion on the 3rd. day of January 1946.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

Filed January 23rd, 1946.

FINAL RATIFICATION OF
AUDITOR'S REPORT
Filed January 23, 1946.

MAY DESHANE LEGG, et al.,
Plaintiffs,

vs.

PAUL TOLSON LEGG, n.c.m.,
Defendant.

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

Cause No. 3441.

FINAL REATIFICATION OF AUDITOR'S REPORT

ORDERED, this 23rd day of January, 1946, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing account and Report 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 trustee, William McK. Gibson, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit, except the sum of \$1390.17 distributed to Paul Tolson Legg, which shall be held by said trustee subject to the future order of this Court.

Wm. R. HORNEY

Filed Jan. 23rd 1946.

PETITION ~~AND ORDER~~
Filed Jan. 30th, 1946.

MAY DESHANE LEGG, et al.,
Plaintiffs,

vs.

PAUL TOLSON LEGG, n.c.m.,
Defendant.

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

Cause No. 3441.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary De Shane Legg, one of the Plaintiffs in this Cause, unto your Honors, respectfully shows:

1. That as will appear by reference to the Audit heretofore filed in this Cause on the 26th day of December, 1945, and finally ratified and confirmed by this Court's order on the 23rd day of January, 1946, the share of Paul Tolson Legg, n.c.m., in the proceeds of the sale of real estate authorized in these proceedings, after deducting all costs of these proceedings, is the sum of One Thousand Three Hundred Ninety Dollars and Seventeen Cents (\$1,390.17).

2. That your petitioner was appointed as Committee of the person and trustee of the property of said Paul Tolson Legg, n.c.m., by order of this Court passed on the 12th day of May, 1945 in a cause in said Court entitled "In The Matter of the Lunacy of Paul Tolson Legg", being Cause No. 2766 on the Chancery Docket of said Court, and that your petitioner has heretofore, on June 9, 1945, filed her bond with approved security in

the penalty required by the aforesaid order, all of which will more fully appear by reference to the certified copy of said order, including a certificate as to the filing of said bond, marked "Exhibit A" and filed herewith as a part hereof.

Your Petitioner therefore prays this Honorable Court to pass an order in the premises directing William McK. Gibson, the Trustee in this cause, to pay the aforesaid sum of One Thousand Three Hundred Ninety Dollars and Seventeen Cents (\$1,390.17) unto your petitioner in her capacity as trustee of the property of said Paul Tolson Legg, n.c.m., to be held by her subject to the future order of this Court for the benefit of said Paul Tolson Legg.

And as in duty bound, etc.,

MARY DeSHANE LEGG

Filed Jan 30th 1946.

Ex #A
Filed Jan. 30th, 1946.

IN THE MATTER OF
THE LUNACY OF
PAUL TOLSON LEGG

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

Cause No. 2766.

ORDER OF COURT

Upon the foregoing Petition IT IS ORDERED, this 12th day of May, in the year nineteen hundred and forty-five, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court, that Mary De Shane Legg, the above named Petitioner, be and she is hereby appointed Committee of the Person and Trustee of the Property of the said Paul Tolson Legg, and that before she shall begin to act in her capacity as Trustee under the authority of this Order, she shall first execute and file with the Clerk of this Court her bond to the State of Maryland, in the penal sum of Twenty Five Hundred Dollars with a corporate surety to be approved by said Clerk, conditioned upon the true, proper and faithful performance of the trust reposed in her by this Order or that may be reposed in her by any future order or decree in the premises.

WM. R. HORNEY
Judge

Filed May 8, 1945.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from the original Order of Court filed in the above entitled Cause, and now remaining in the office of the Clerk of the Circuit Court, and that the bond of Mary DeShane Legg as Committee and Trustee was approved and filed June 9, 1945.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 26th. day of January, in the year nineteen hundred and forty six.

Seals.
Place.

A. SYDNEY GADD Jr.
Clerk.

C A U S E N U M B E R 3441

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 this Fifteenth day of June, in the year nineteen hundred and forty six, the following BILL OF COMPLAINT was filed for record, to wit:

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

CHANCERY NO. 3480

Elmer H. Brown and Marie L. Brown, his wife, Elizabeth Roderick and Charles Roderick, her husband, Louise Morehead and John L. Morehead, her husband, Sarah Brown, widow, Dorothy Brown, single lady, Robert Brown and Beatrice Brown, his wife, Katherine B. Lee and Louis Lee, her husband, Miriam B. Wilkins and Richard Wilkins, her husband, Charles M. Brown and Mildred Brown, his wife, Mary P. Stone and William Stone, her husband, Annie R. Frazier and Donald Frazier, her husband, Ruth Frazier and Layton Frazier, her husband, Virginia Morris and Frederick Morris, her husband, Elosie Wattlington and Oscar Wattlington, her husband, Alberta Brown, widow, Elizabeth Brown, single lady, Hugh Brown, single man, Margaret Brown, single lady, Eugene Brown and Laura Brown, his wife, Richard P. Brown, single-man, John H. Brown and Marjorie W. Brown, his wife,

vs.

J. Paul Brown and E. Naomi Brown, his wife,

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That Joseph Brown, late of Talbot County, Maryland, deceased, was in his lifetime seized and possessed of a lot of land called the "Joseph Brown Lot" described as All that lot of land situate in the Sixth Election District of Queen Anne's County, Maryland, in or near the village of Queen Anne, beginning for the same at the junction of the road bed of the Delaware and Chesapeake Railroad Company at Queen Anne with the main County road leading from Hillsborough to Centreville at the village of Queen Anne, and running from thence southeasterly with said County road fifty (50) feet, then northeasterly and at right angles with said County road and binding on the lands of or formerly of William H. Diggins two hundred (200) feet; thence northwesterly and with lands of or formerly of F. T. Barton to the bed of said Railroad Company; thence with said road bed to the place of beginning, be the area what is may, and being the same property of which the said Joseph Brown became vested in fee simple by two deeds, one from Garrettson Smith and wife to Joseph Brown and George C. Moore as tenants in common by deed dated August 25th, 1891, and recorded in Liber W. D. #6, folio 324, and the other by deed from George C. Moore and wife to Joseph Brown dated March 28th, 1892, and recorded in Liber W.D. #7, folio 321; certified copies of which said two deeds are filed herewith and prayed to be taken as part hereof., marked Exhibits No. 1 & No. 2.

2. That the said Joseph Brown departed this life sometime in the year 1899, intestate, seized and possessed of the above described lot of land and leaving as his only heirs at law the following named persons, to wit:

1. Lydia Harrington Brown, his wife, now deceased, who took a dower right in said property.
2. Elmer H. Brown, a son, who took from his father an 1/7 part.
3. Elizabeth Roderick, a daughter, who took from her father an 1/7 part.
4. Mary Nickerson, a daughter, who took from her father an 1/7 part.
5. Charles Brown, a son, who took from his father an 1/7 part.
6. Hugh Brown, a son, who took from his father an 1/7 part.
7. Benjamin B. Brown, a son, who took from his father an 1/7 part.
8. Joseph M. Brown, a son, who took from his father an 1/7 part.

3. That the said Lydia Harrington Brown, widow of the said Joseph Brown, deceased, died intestate, leaving surviving her the said Elmer H. Brown, her son, Elizabeth Roderick, her daughter, Mary Nickerson, her daughter, Charles Brown, her son, Hugh Brown, her son, Benjamin B. Brown, her son and Joseph M. Brown, her son, as her only children and heirs at law.

4. That Mary Nickerson above mentioned died sometime after the year 1900, intestate, seized and possessed of 1/7 part of said land and leaving as her only heirs at law, Louise Morehead, her daughter, who took from her mother, Mary Nickerson, 1/7 part of said land.

5. That Charles Brown above mentioned died sometime after the year 1900, intestate, seized and possessed of 1/7 part of said land and leaving as his only heirs at law the following named persons, to wit:

1. Charles M. Brown, his son, who took from his father 1/6 of 1/7 part of said land, or 1/42 part of said land.
2. Mary R. Stone, his daughter, who took from her father 1/6 of 1/7 part of said land, or 1/42 part of said land.
3. Annie R. Frazier, his daughter, who took from her father 1/6 of 1/7 part

of said land, or $1/42$ part of said land.

4. Ruth Frazier, his daughter, who took from her father $1/6$ of $1/7$ part of said land, or $1/42$ part of said land.

5. Virginia Morris, his daughter, who took from her father $1/6$ of $1/7$ part of said land, or $1/42$ part of said land.

6. Elosie Wattlington, his daughter, who took from her father $1/6$ of $1/7$ part of said land, or $1/42$ part of said land.

6. That Hugh Brown above mentioned died sometime after the year 1900, intestate, seized and possessed of $1/7$ part of said land and leaving as his only heirs at law the following named persons, to wit:

1. Alberta Brown, his wife, who took from her husband $1/3$ of $1/7$ part of said land, or $1/21$ part of said land.

2. Elizabeth Brown, his daughter, who took from her father $1/6$ of $2/3$ of $1/7$ part of said land, or $2/126$ part of said land.

3. Hugh Brown, his son, who took from his father $1/6$ of $2/3$ of $1/7$ part of said land, or $2/126$ part of said land.

4. Margaret Brown, his daughter, who took from her father $1/6$ of $2/3$ of $1/7$ part of said land, or $2/126$ part of said land.

5. Eugene Brown, his son, who took from his father $1/6$ of $2/3$ of $1/7$ of said land, or $2/126$ part of said land, or $2/126$ part of said land.

6. Richard P. Brown, his son, who took from his father $1/6$ of $2/3$ of $1/7$ of said land, or $2/126$ part of said land.

7. John H. Brown, his son, who took from his father $1/6$ of $2/3$ of $1/7$ part of said, or $2/126$ part of said land.

7. That Benjamin B. Brown above mentioned died sometime after the year 1900, intestate, seized and possessed of $1/7$ part of said land and leaving as his only heirs at law the following named persons, to wit:

1. Elmer H. Brown, his brother, who took from his brother $1/6$ part of $1/7$ part, of said land, or $1/42$ part of said land.

2. Elizabeth Roderick, his sister, who took from her brother $1/6$ of $1/7$ part of said land, or $1/42$ part of said land.

3. Mary Nickerson, his siter, who took from her brother $1/6$ of $1/7$ part of said land, or $1/42$ part of said land.

4. Charles Brown, his brother, who took from his brother $1/6$ or $1/7$ part of said land, or $1/42$ part of said land.

5. Hugh Brown, his brother, who took from his brother $1/6$ of $1/7$ part of said land, or $1/42$ part of said land.

6. Joseph M. Brown, his brother, who took from his brother $1/6$ of $1/7$ part of said land, or $1/42$ part of said land.

8. That Joseph M. Brown above mentioned died seized and possessed of $1/7$ part of said land and leaving as his only heirs at law the following named persons, to wit:

1. Sarah Brown, his wife, who took from her husband $1/3$ of $1/7$ part of said land, or $1/21$ part of said land.

2. Dorothy Brown, his dauguter, who took from her father $1/5$ of $2/3$ of $1/7$ part of said land, or $2/105$ part of said land.

3. Robert Brown, his son, who took from his father $1/5$ of $2/3$ of $1/7$ part of said land, or $2/105$ part of said land.

4. Katherine B. Lee, his daughter, who took from her father $1/5$ of $2/3$ of $1/7$ part of said land, or $2/105$ parts of said land.

5. Miriam B. Wilkins, his daughter, who took from her father $1/5$ of $2/3$ of $1/7$ part of said land, or $2/105$ part of said land.

6. J. Paul Brown, his son, who took from his father $1/5$ of $2/3$ of $1/7$ part of said land, or $2/105$ part of said land.

9. That of the persons named in the foregoing paragraphs the following persons are now living, now own said land and are seized and possessed thereof in the following parts or proportions, to wit:

- | | | | |
|--|--------------------------|----|--------------|
| (1) Elmer H. Brown, plaintiff, who
as heir of his father owns
as heir to Benj. B. Brown | $1/7$)
$1/42$) | or | 90/540 parts |
| (2) Elizabeth Roderick, plaintiff, who
as heir of her father owns
as heir of Benj. B. Brown | $1/7$)
$1/42$) | or | 90/540 parts |
| (3) Joseph M. Brown, who
as heir of his father owned
as heir of his brother, Benj.
B. Brown owned | $1/7$)
)
$1/42$) | | |

And to his heirs, to wit:

Sarah Brown, his wife	30/540)	
Dorothy Brown, his daughter	12/540)	
Robert Brown, his son	12/540)	
Katherine Lee, his daughter	12/540)	
Miriam B. Wilkins, his daughter	12/540)	
J. Paul Brown, his son	12/540	)	or 90/540 parts

(4) Hugh Brown, who
as heir of his father owned 1/7)
as heir of Benj. B. Brown 1/42)
And to his heirs, to wit:)
Alberta Brown, his wife 30/540)
Elizabeth Brown, his daughter 10/540)
Hugh Brown, his son 10/540)
Margaret Brown, his daughter 10/540)
Eugene Brown, his son 10/540)
Richard Brown, his son 10/540)
John H. Brown, his son 10/540) or 90/540 parts

(5) Charles Brown who
as heir of his father owned 1/7)
as heir of his brother)
Benj. B. Brown owned 1/42)
And to his heirs, to wit:)
Charles Brown, his son 15/540)
Mary P. Stone, his daughter 15/540)
Annie R. Frazier, his daughter 15/540)
Ruth Frazier, his daughter 15/540)
Virginia Morris, his daughter 15/540)
Elosie Wattlington, daughter 15/540) or 90/540 parts

(6) Mary Nickerson who
as heir of her father 1/7)
as heir of Benj. B. Brown 1/42)
And to her heirs, to wit:)
Louise Morehead, her daughter 90/540) or 90/540 parts

10. That the said lot of land above mentioned and described cannot be divided among the said parties, all being adults, interested therein or owning the same as set forth in the preceding paragraph of this Bill of Complaint according to their respective interests therein without loss or injury to the said parties entitled thereto as above set forth.

11. That the said J. Paul Brown, the defendant, has a wife named E. Naomi Brown and they are both adults and both reside in Centreville, Queen Anne's County, Maryland.

12. That all the parties plaintiffs are adults.

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

TO THE END. THEREFORE:

That J. Paul Brown and E. Naomi Brown, his wife, the Defendants may answer in the premises and that a decree may be passed for the sale of the real estate hereinbefore mentioned and described for the purpose of partition among the parties entitled thereto and the proceeds of such sale distributed among the said parties in proportion to their respective interests and rights; and that your Orators may have such other and further relief as their case may require.

And as in duty bound, etc.,

JOHN PALMER SMITH.
Solicitor for Complainants.

EXHIBIT NO. 1.
Filed June 15, 1946.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered, that on the twenty third day of December, in the year One Thousand eight hundred and ninety one, the following DEED was brought to be recorded, to wit:

THIS DEED, made this 25th day of August in the year 1891, by us, Garrettson Smith and Mary L. Smith, his wife, of Queen Anne's County, State of Maryland, WITNESSETH: That for and in consideration of the sum of Three hundred and fifty dollars, the receipt whereof is hereby acknowledged. We, the said Garrettson Smith and Mary L. Smith, his wife do hereby grant and convey, in fee simple, unto Joseph Brown and George C. Moore, as tenants in common.

ALL that tract or lot of land, situate, lying and being in the Sixth Election District of Queen Anne's County, State aforesaid. Beginning for the same at the limits of the rail road on the Main County road leading from Hillsborough to Centreville and runs from thence South Easterly with said County road fifty feet, thence North Easterly at right angles with said road two hundred feet, thence North westerly to the limits of said railroad, thence with the said railroad to the place of beginning. It being the same lot of land, conveyed unto the said Garrettson Smith by Deed, dated the 25th day of June, in the year 1890, by Abraham J. Gadd and wife, which said Deed is recorded in Liber W.D. No. 4 folio 418 & 419, a Land Record Book for Queen Anne's County: and is also a part of a lot of land formerly owned by one Jacob Morgan, late of Talbot County deceased

and which was also conveyed to A. J. Gadd by F. T. Barton and wife, by Deed bearing date the 30 day of June 1871, and recorded in Liber J.W. No. 3, folios 122 &c., also a Land Record Book for Queen Anne's County aforesaid. And the said Garrettson Smith hereby covenants to warrant generally the title to the lot of land hereby conveyed, and that he will execute such further assurances of title as may be requisite.

Witness our hands and seals.

Witness:

STEPHEN P. JUMP

GARRETTSON SMITH

(SEAL)

MARY L. SMITH

(SEAL)

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

I hereby certify that on this 25th day of August 1891, personally appeared before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid. Garrettson Smith & Mary L. Smith, his wife, the grantors to this Deed, and acknowledged the same to be their respective act.

STEPHEN P. JUMP J. P.

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

I hereby Certify that the aforesaid is truly taken and copied from Liber W. D. # 6, folio 324 & 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 on this 17th day of June, in the year nineteen hundred and forty six.

Seals
Place.

A. SYDNEY GADD Jr.
Clerk of Circuit Court.

EXHIBIT NO. 2.
Filed June 15, 1946.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Seventeenth day of August, in the year One Thousand eight hundred and ninety two, the following Deed was brought to be recorded, to wit:

This Deed, made this 28th day of March, in the year One Thousand eight hundred and ninety two, by George C. Moore and Mary A. Moore, his wife, of Talbot County and State of Maryland, Witnesseth: That in consideration of the sum of One hundred and fifty dollars, the said George C. Moore and Mary A. Moore, his wife, do grant unto Joseph Brown of Talbot County, his heirs and assigns, in fee simple, all of their interest in and to that lot, piece or parcel of ground situate, lying and being in Sixth Election District of Queen Anne's County, State of Maryland, aforesaid, and described as follows, to wit: Beginning for the same at the junction of the road bed of the Delaware and Chesapeake Railroad Company, with the main County road leading from Hillsborough to Centreville at the village of Queen Anne's and running from thence South Easterly with said County road fifty feet, then North Easterly and at right angles with said County road and binding on the lands of William H. Diggans Two hundred feet, thence North westerly and with lands of F. T. Barton to the bed of said Railroad Company thence with said road bed to the place of Beginning, be the quantity of land contained therein what it may. Being the same lands conveyed to said Joseph Brown and George C. Moore by Garrettson Smith and wife, by Deed bearing date on the Twenty fifth day of August A.D. 1891, and duly of Record in Liber W.D. No. 6, folio 324, one of the Land Record Books of Queen Anne's County.

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.

To Have and to hold the aforesaid piece or parcel of ground and premises above described or mentioned 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 Joseph Brown his heirs and assigns, in fee simple. And the said George C. Moore and Mary A. Moore, his wife, covenant that they will warrant specially the property hereby granted unto the said Joseph Brown, and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the grantors.

Test:

STEPHEN P. JUMP, J.P.

GEO C. MOORE

(SEAL)

MOLLIE A. MOORE

(SEAL)

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

I hereby certify, that on this 28th day of March in the year One Thousand eight hundred and ninety two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared George C. Moore and Mary A. Moore his wife, and acknowledged the foregoing Deed to be their act.

STEPHEN P. JUMP, J. P.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from Liber W.D. # 7, folio 321 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 on this 17th day of June, in the year nineteen hundred and forty six.

Seals
Place.

A. SYDNEY GADD Jr.
Clerk of Circuit Court.

SUMMONS FOR RESPONDENTS
TO APPEAR AND ANSWER.
Filed June 21, 1946.

Queen Anne's County, to wit:

The State of Maryland

TO

J. Paul Brown and E. Naomi Brown.

OF QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July next, to answer the complaint of Elmer H. Brown, et al. against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the first Mon. day of June 1946
Issued the 18th day of June 1946.

A. SYDNEY GADD Jr. Clerk

JOHN PALMER SMITH

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 July next, being the Return Day.

A. SYDNEY GADD Jr. Clerk

JOINT AND SEVERAL ANSWERS
Filed June 21, 1946.

ELMER H. BROWN, ET AL., : IN THE CIRCUIT COURT FOR QUEEN ANNE'S
VS. : COUNTY, IN EQUITY
J. PAUL BROWN, ET AL., : CHANCERY NO. 3480

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several Answer of J. Paul Brown and E. Naomi Brown, his wife, adults, to the Bill of Complaint against them in this Court exhibited:

These Defendants, both adults, admit the matter and facts set forth in said Bill of Complaint and do each consent to the passage of such decree or order as may be passed in the premises; each defendant does hereby waive notice of the taking of testimony in this case and agree that depositions in said case be taken at any time by one of the Standing Examiners of this Court as each does not choose to appear to offer evidence in the premises; and each defendant does hereby submit the papers in this Cause for a Decree forthwith hereby waiving the time within which the evidence shall remain in Court prior to decree.

And as in duty bound, etc.,

J. THOMAS CLARK
Solicitor for Defendants

Filed June 21, 1946

DECREE FOR SALE.
Filed June 7, 1947.

ELMER BROWN, ET AL.,
VS.
J. PAUL BROWN, ET AL.,

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

This Cause standing ready for hearing and being submitted on bill and answer without argument, the Bill of Complaint and other proceedings were read and considered.

IT IS THEREUPON, this 7th day of June, in the year nineteen hundred and forty-seven, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, ADJUDGED, ORDERED AND DECREED, that the real estate described in the above entitled proceedings be sold.

And that John Palmer Smith, of Centreville, Queen Anne's County, Maryland, be and he is hereby appointed Trustee to make sale thereof; And that the course and manner of his proceedings shall be as follows: he shall, before he proceeds to make such sale, first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, executed by him and a surety or sureties in the penalty of One Thousand Dollars if corporate surety, and in double that amount if personal sureties, 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 passed in the premises, which said bond shall be approved by one of the Judges of the said Circuit Court, or by the Clerk of the Circuit Court for Queen Anne's County. The said Trustee shall then proceed to make said sale, having given at least three weeks' previous notice by advertisement inserted in some newspaper or papers printed and published in Queen Anne's County, and such other manner as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One-third of the purchase money to be paid in cash on day of sale, and the balance of the purchase money to be paid in sixty days from the day of sale, or all cash at the option of the purchaser, the credit payment, if any, to bear interest from the day of sale and to be secured by the note of the purchaser with surety or sureties thereon to be approved by the Trustee. That as soon as convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings in the premises, with an affidavit thereto annexed of the truth thereof, and of the fairness of such sale. And on the final ratification thereof, and the full payment of the whole purchase money, and not before, the said Trustee is hereby authorized, by a good and sufficient deed, acknowledged and recorded according to law, to convey to the purchaser, his her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this Cause.

And the said Trustee shall bring into Court the money arising from the sale of the said land and premises, to be distributed under the direction of this Court, after deducting the costs of suit and such commissions to the 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.

And at the time of advertising said sale or sales the said Trustee is directed to give notice to the creditors of the said Joseph Brown, Lydia Harrington Brown, Mary Nickerson, Charles Brown, Hugh Brown, Benjamin B. Brown, Joseph M. Brown, all deceased, to file their claims, with the vouchers thereof, with the Clerk of this Court within 90 days from the day of sale or sales.

Filed June 7, 1947.

Wm. R. HORNEY
Judge.

CERTIFIED COPY OF BOND
Filed June 9, 1947.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Ninth day of June in the year nineteen hundred and forty-seven, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS: THAT we, John Palmer Smith, of Centreville Queen Anne's County, Maryland, as Principal, and Glens Falls Indemity Company, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, 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 seventh day of June, 1947.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 7th day of June, 1947, in a Cause pending in said Court in which Elmer H. Brown, et al., are the Plaintiffs, and J. Paul Brown, et al., are the Defendants, the same being Cause No. 3480 in said Court, the said John Palmer Smith was appointed Trustee to make sale of the real estate mentioned and described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the above bounden, John Palmer Smith, shall well and faithfully perform the trust reposed in him by said Decree or which may be reposed in him by any future decree of order in the premises, and shall in all respects well and truly execute the duties of such Trustee, then the above obligation to be null and void; otherwise to be and remain in full force and virtue in law.

TEST:-

PAUL B. SMITH
Paul B. Smith

ATTEST:-

PAUL B. SMITH
Paul B. Smith

John Palmer Smith (SEAL)
John Palmer Smith.

GLENS FALLS INDEMNITY COMPANY
By L. Herman Meredith
L. Herman Meredith Attorney

(CORPORATE
SEAL)

And at the foot of the foregoing Bond appeared the following endorsement, to wit:

SECURITY APPROVED AND BOND FILED June 9, 1947.

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 A.S.G. JR. #1, folio 20, a BOND RECORD BOOK for Queen Anne's County.

IN TESTIMONY WHEREOF I have hereunto sub-
 scribed my name and affixed the seal of the
 Circuit Court for Queen Anne's County this
 Sixteenth day of June in the year nineteen
 hundred and forty seven.

Seals
 Place

A. SYDNEY GADD, Jr.
 Clerk

REPORT OF SALE
 Filed July 8, 1947.

ELMER H. BROWN, ET AL.,

VS.

J. PAUL BROWN, ET AL.,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY NO. 3480.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Trustee, after complying with all other pre-requisites of the Decree passed in this Cause, and having advertised the real estate mentioned herein for four successive weeks in The Queen Anne's Record-Observer, before the day of sale, as per certificate of publication of said Notice of Sale, did, on July 8th, 1947, being Tuesday, July 8th, 1947, beginning at the hour of 1:30 P. M. eastern standard time, attend said sale in Centreville, Queen Anne's County, Maryland, in front of the Court House Door, and after reading said advertisement of sale, he then and there through J. Elmer Anthony, Auctioneer, offered for sale the following real estate, to wit:

ALL that lot of land known as the "Joseph Brown Lot", situate in the Sixth Election District of Queen Anne's County, Maryland, in or near the village of Queen Anne, located on the east side of and adjacent to The Pennsylvania Railroad Company right of way, and also lying on the north side of the State Road, bounded on the west by the lands of Palmer C. and Bessie R. Pippin, on the south by said State Road or Main Street of Queen Anne, on the west by said Pennsylvania Railroad Company property, and on the north by the lands of Kibler Ice Plant and Howard Sewell, and described as Beginning for the same at the junction of the road bed of what is now The Pennsylvania Railroad Company (formerly the Delaware and Chesapeake Railroad Company) at Queen Anne with the main County Road leading from Hillsborough to Centreville, and running from thence southeasterly with said County Road 50 feet, thence northeasterly and at right angles with said County Road and binding on the lands formerly of Wm. H. Diggins, 200 feet; thence northwesterly and with the lands formerly of F. T. Barton to the road bed of said Railroad Company; thence with said road bed to the place of beginning. Being the same property of which Joseph Brown became vested by two deeds, one from Garrettson Smith and wife to Jos. Brown and Geo. C. Moore as tenants in common, dated Aug. 25, 1891, recorded in Liber W.D. #. 6, fol. 324, and the other by deed from Geo. C. Moore and wife, dated Mar. 28, 1892, recorded in Liber W.D. #7, fol. 321.

And your Trustee sold the above described property unto Palmer C. Pippin and Bessie R. Pippin, his wife, as tenants by the entirety, at and for the sum of Seventeen Hundred and Fifty Dollars (\$1750.00), they being there and then the highest bidders therefor.

Your Trustee further reports that the said Palmer C. Pippin and Bessie R. Pippin, his wife, the purchasers, have paid one-third of the purchase money for said property, and are to pay the balance of the 2/3s of the purchase money within sixty days from day of sale.

Respectfully submitted,

JOHN PALMER SMITH,
 Trustee.

Attached hereto:
 Certificate of Notice of Sale advertisement.
 Certificate of Auctioneer.

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

I HEREBY CERTIFY, that on this 8th day of July, 1947, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Trustee, 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 that the sale was fairly made.

Filed July 8, 1947

A. SYDNEY GADD Jr.
 Clerk.

AUCTIONEER'S CERTIFICATE
 Filed July 8, 1947.

THIS IS TO CERTIFY, that on July 8, 1947, beginning at the hour

of 1:30 P. M., Eastern Standard Time, in front of the Court House Door at Centreville, Queen Anne's County, Maryland; I offered for public sale to the highest bidder All that Lot of land, with building thereon, located on the north side of the State Road from Hillsboro to Centreville, and on the east side of the Pennsylvania Railroad Company right of way, at Queen Anne, in the Sixth Election District of Queen Anne's County, Maryland, having a frontage of 50 feet, and a depth of 200 feet, and being the property described in the advertisement as "The Joseph Brown Lot" in the Chancery Cause No. 3480, and sold the same to Palmer C. Pippin and Bessie R. Pippin, his wife, as tenants by the entireties, for the sum of Seventeen Hundred and Fifty Dollars (\$1,750.00), they being there and then the highest bidders therefor.

J. ELMER ANTHONY
Auctioneer.

Filed July 8, 1947.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed July 8, 1947.

TRUSTEE'S SALE

of
Joseph Brown Lot
at

Queen Anne, Md.

Next to Railroad

By, through and under a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on June 7th, 1947, in a Cause therein pending in which Elmer H. Brown, et al., are Defendants, same being Chancery No. 3480 in said Court, the undersigned was appointed Trustee to make sale of the real estate mentioned and described in said Cause, and said Trustee will offer at public sale to the highest bidder in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, July 8, 1947 beginning at the hour of 1:30 o'clock P.M., Eastern Standard Time, the following property, to wit:

All that lot of land known as the "Joseph Brown Lot", situate in the Sixth Election District of Queen Anne's County, Maryland, in or near the village of Queen Anne, located on the east side of and adjacent to The Pennsylvania Railroad Company right of way, and also lying on the north side of the State Road, bounded on the east by the lands of Palmer C. and Bessie R. Pippin, on the south by said State Road or Main Street of Queen Anne, on the west by said Pennsylvania Railroad Company property, and on the north by the lands of Kibler Ice Plant and Howard Sewell, and described as Beginning for the same at the junction of the road bed of what is now The Pennsylvania Railroad Company (formerly the Delaware & Chesapeake Railroad Co.) at Queen Anne with the main County Road leading from Hillsborough to Centreville, and running from thence southeasterly with said County Road 50 feet, thence northeasterly and at right angles with said County Road and binding on the lands formerly of Wm. H. Diggins, 200 feet; thence northwesterly and with the lands formerly of F. T. Barton to the road bed of said Railroad Company; thence with said road bed to the place of beginning. This lot has a splendid location for any business enterprise.

Being the same property of which Joseph Brown became vested by two deeds, one from Garrettson Smith and wife to Jos. Brown and Geo. C. Moore as tenants in common, dated Aug. 25, 1891, recorded in Liber S.D. No. 6, fol. 324, and the other by deed from Geo. C. Moore and wife dated Mar. 28, 1892, recorded in Liber W.D. No. 7, fol. 321.

TERMS OF SALE. One-third of purchase money in cash day of sale, balance in 60 days from date of sale, or all cash at the option of purchaser, credit payment, if any, to bear interest from date of sale and to be secured by note of purchaser with surety to be approved by Trustee.

JOHN PALMER SMITH,

Trustee.

J. Elmer Anthony, Auct.

NOTICE TO CREDITORS

In the Circuit Court for Queen Anne's County, in Equity.
Chy. Cause No. 3480

Pusuant to the Decree of said Court passed in said Cause, NOTICE is hereby given to the creditors of Joseph Brown, Lydia Harrington Brown, Mary Nicker-son, Charles Brown, Hugh Brown Benjamin B. Brown and Joseph M. Brown, all deceased, to file their claims against them, with the proper vouchers thereof, with the Clerk of said Court, within ninety (90) days from July 8th, 1947, the day of sale named in the above advertisement.

JOHN PALMER SMITH,

Trustee.

4t-7-3

Centreville, Md. July 8, 1947

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale of Joseph Brown Lot and Notice to Creditors in the case/estate of Elmer H. Brown et al., are Plaintiffs and J. P. Brown, et al., are Defendants, same being Chancery No. 3480 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 8th day of July 1947, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th day of June 1947, and the last insertion on the 3rd day of July 1947.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed July 8, 1947

By CHARLOTTE M. MEARS

ORDER NISI
Filed July 8, 1947

Elmer H. Brown, et al.,

VS.

J. Paul Brown, et al.

) In the Circuit Court
)
) for Queen Anne's County
)
) In Equity
)
) Chancery No. 3480.

ORDERED, This 8th. day of July A.D., 1947, that the sale of real estate made and reported in cause by John Palmer Smith, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th. 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 9th. day of August next.

The Report states the amount of sales to be \$1750.00.

A. SYDNEY GADD Jr. Clerk.

Filed July 8, 1947.

CERTIFICATE OF PUBLICATION OF
ORDER OF NISI
Filed Sept. 9, 1947.

NISI

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

Elmer H. Brown, et al.,

VS

J. Paul Brown, et al.

Chancery No. 3480.

ORDERED, This 8th day of July A.D., 1947, that the sale of real estate made and reported in this cause by John Palmer Smith, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of Sept. next: provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 9th day of August next.

The Report states the amount of sales to be \$1750.00.

A. SYDNEY GADD, Jr., Clerk

4t-7-31

Filed: July 8, 1947
True Copy
Test: A. Sydney Gadd, Jr. Clerk

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. September 9, 1947

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the case/estate of Elmer H. Brown, et al., vs. J. Paul Brown, et al. Chancery no. 3480 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 8th day of September 1947, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10th day of July 1947, and the last insertion on the 31st day of July 1947.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed Sept. 9, 1947.

By CHARLOTTE M. MEARS

FINAL ORDER OF RATIFICATION
Filed Sept. 10, 1947

FINAL ORDER OF RATIFICATION.

ORDERED, this 10th day of September, in the year nineteen hundred and forty-seven, by The Circuit Court for Queen Anne's County, in Equity, that no cause to the contrary having been shown, the sale of the Real Estate heretofore made and reported by John Palmer Smith, Trustee in this Cause, on July 8th, 1947, be and the same is hereby Finally Ratified and Confirmed, and the Trustee, before receiving the balance of the purchase money is directed to file an additional bond in the penalty of \$750.00, if corporate surety be given.

AND it is further ordered, that the papers in the Cause are hereby referred to the Auditor.

Filed Sept. 10, 1947

Wm. R. HORNEY
Judge.

ADDITIONAL BOND WITH
SECURITY APPROVED
Filed Sept. 10, 1947

Queen Anne's County, to wit: Be it remembered that on this Tenth day of September, in the year nineteen hundred and forty seven, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, John Palmer Smith, of Centreville, Queen Anne's County, Maryland, as Principal, and Glens Falls Indemnity Company, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Hundred and Fifty Dollars (\$750.00), current money of the United States, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this tenth day of September, 1947.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 7th day of June, 1947, in a Cause pending in said Court in which Elmer H. Brown, et al., are the Plaintiffs, and J. Paul Brown, et al., are the Defendants, the same being Cause No. 3480 in said court, the said John Palmer Smith was appointed Trustee to make sale of the real estate mentioned and described in said proceedings; and

WHEREAS, on July 8th, 1947, the real estate in said Cause mentioned and described was sold at public auction for the sum of Seventeen Hundred and Fifty Dollars (\$1750.00), and it is required that an additional bond be given in said Cause for the amount to cover the excess of the purchase money over the original bond, and therefore this bond is given for the additional security.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, John Palmer Smith, shall well and faithfully perform the trust reposed in him by said Decree or which may be reposed in him by any future decree or order in the premises, and shall in all respects well and truly execute the duties of such Trustee, then the above obligation to be null and void; otherwise to be and remain in full force and virtue in law.

TEST:-
M. JEAN RICHARDSON
M. Jean Richardson.

JOHN PALMER SMITH (SEAL)
John Palmer Smith.

GLENS FALLS INDEMNITY COMPANY,

by L. HERMAN MEREDITH
L. Herman Meredith,
Attorney.

(Corporate Seals
Place)

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

Security Approved Bond filed Sept 10, 1947.

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 A.S.G. Jr. No. 1, folio 35, 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 on this 11th day of September in the year nineteen hundred and forty seven.

Seals
Place

A. SYDNEY GADD, Jr.
Clerk of Circuit Court

REPORT AND ACCOUNT
Filed March 30, 1948

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

Elmer H. Brown, et al.,

versus

J. Paul Brown, et al.

CHANCERY DOCKET,

CAUSE NO. 3480.

To the Honorable, the Judges of said Court:-

The Report of Madison Brown, your Auditor, unto your Honors respectfully sets forth:-

That this audit was stated by him at the direction of John Palmer Smith, the Trustee of this Cause, was examined by said Trustee and the same has been filed in the Court by his direction.

In the annexed account the Trustee is charged with the amount of the gross sale made by him in accordance with his Report of Sale filed herein and has been allowed his commissions and the cost and expenses of the proceedings as will appear by an itemized account hereunto annexed. The balance of the proceeds of sale so charged to the Trustee remaining after these allowances is the net amount of the sale for distribution among those Co-owners entitled to the same.

The Bill of Complaint filed in this Cause states that one Benjamin B. Brown "died after the year 1900" seised and possessed of one seventh part of the land described in the Bill of Complaint for sale and that one Hugh Brown, his brother, took from said Benjamin as heir 1/42 part of that part of the land so owned by said Benjamin.

It appears that this statement is erroneous for it is well known that Hugh Brown died in the lifetime of Benjamin B. Brown and could not be an heir of his.

The Bill of Complaint also states that the said 1/42 part of the land mentioned above is owned by Alberta Brown, the wife of Hugh Brown and by the six children left by Hugh Brown jointly as the heirs-at-law of Hugh Brown (See Sub-paragraph 4 of paragraph 9). This statement is also erroneous in stating that Alberta Brown, the wife of Hugh Brown, was an heir and that she inherited any part of said undivided 1/42 part. As a matter of fact the children of Hugh Brown inherited the whole 1/42 part left by Benjamin B. Brown and are entitled to the entire net proceeds of the sale of said 1/42 part and that Alberta Brown is entitled to no part thereof.

The Auditor has distributed the net proceeds of the sale mentioned above among the Co-Owners named in the Bill of Complaint as the owners thereof according to their respective rights as stated in the Bill of Complaint with this exception:

That he does not distribute to Alberta Brown, wife of Hugh Brown, any part of the net proceeds of the sale of the said 1/42 part so left by Benjamin B. Brown but he distributes the same in the within account unto the six children of Hugh Brown equally.

Which is respectfully submitted,

March 23rd, 1948

Filed March 30, 1948.

MADISON BROWN

AUDITOR

CAUSE NUMBER 3480.

The proceeds of the sale of the real estate known as "The Joseph Brown Lot" situate in the village of Queen Anne in Queen Anne's County, Maryland, which at the time of the sale of the same through the proceedings of this cause was the property of Elmer H. Brown, et al., in ACCOUNT WITH John Palmer Smith, as the Trustee appointed to sell said real estate by the decree filed in this cause.

1947

July 8

CR.

By amount of the gross sale of said real estate made this date by said Trustee, per his report of sale filed in this cause, to wit: the sum of.....\$1,750.00

1947

July 8

DR.

To John Palmer Smith, said Trustee, for his commissions for making said sale, per rule of this Court, the sum of..... \$ 110.00

To the same Trustee for the Court costs of this cause, per statement of costs with receipt attached, made by the Clerk of the Court, exhibited to the Auditor, as follows, to wit:
Cost of said Clerk,.....\$39.90
Cost of Sheriff,..... 1.50

Appearance fee of Plaintiff's Attorney,.....	10.00	
Defendant's Attorney,.....	<u>10.00</u>	
Total of costs now allowed,.....	\$ 61.40	\$ 61.40
To the same Trustee for his auctioneers's fee paid to J. E. Anthony, for crying the sale, per receipted account for same exhibited to the auditor, the sum of.....		\$ 25.00
To the same Trustee, for the cost of advertising notices of the sale, \$65.25 and cost of advertising the order nisi, \$ 7.50, passed on the sale, per receipted account for same exhibited to the Auditor, the sum of		\$ 72.75
To the same Trustee, for State and County Taxes paid by him on the land sold for 1947, per receipted tax statement exhibited to the Auditor, the sum of.....		\$ 5.51
To the same Trustee, for the cost of advertising the order nisi to be passed in relation to this audit, the sum of.....		\$ 5.00
To Madison Brown, Auditor, for stating this account, the sum of.....		\$ 27.00
		<hr/>
		\$ 306.66
To balance carried forward, the sum of		1,443.34
		<hr/>
		\$ k,750.00
		<hr/>
		\$1,750.00

AUDIT-CAUSE NUMBER 3480:

CR.

By balance brought forward as the net amount of the proceeds of the sale made, to wit: the sum of.....		\$ 1,443.34
--	--	-------------

DR.

Distribution of above amount among the Co-Owners of the land sold as set out in the Bill of Complaint. Joseph Brown named below died in 1898. He was the original owner of the land and the Distributees named below are his descendants.

To Elmer H. Brown, Plaintiff, son of Joseph Brown, is distributed 1/7 of said net sale, to wit: the sum of.....		\$ 206.20
To Elizabeth Roderick, Plaintiff, daughter of Joseph Brown, is distributed 1/7 of said net sale, to wit: the sum of.....		\$ 206.19
To Louise Moorehead, Plaintiff, daughter of Mary Nickerson, deceased daughter of Joseph Brown, is distributed 1/7 of said net sale, to wit: the sum of.....		\$ 206.19
To Charles M. Brown, Plaintiff, son of Charles Brown, deceased son of Joseph Brown, is distributed 1/6 of 1/7 of said net sale, to wit: the sum of.....		\$ 34.36
To Mary P. Stone, Plaintiff, daughter of Charles Brown, deceased son of Joseph Brown, is distributed 1/6 of 1/7 of said net sale, to wit: the sum of		\$ 34.36
To Annie R. Frazier, Plaintiff, daughter of Charles Brown, deceased son of Joseph Brown, is distributed 1/6 of 1/7 of said net sale, to wit: the sum of		\$ 34.36
To Ruth Frazier, Plaintiff, daughter of Charles Brown, deceased son of Joseph Brown, is distributed 1/6 of 1/7 of said net sale, to wit: the sum of		\$ 34.37
To Virginia Morris, Plaintiff, daughter of Charles Brown, deceased son of Joseph Brown, is distributed 1/6 of 1/7 of said net sale, to wit: the sum of		\$ 34.37
To Elosie Watlington, Plaintiff, daughter of Charles Brown, deceased son of Joseph Brown, is distributed 1/6 of 1/7 of said net sale, to wit: the sum of		\$ 34.37

To Alberta Brown, Plaintiff,
 wife of Hugh Brown, deceased son
 of Joseph Brown, is distributed
 1/3 of 1/7 of said net sale, to wit: the sum of \$ 68.73

To Elizabeth Brown, Plaintiff,
 daughter of Hugh Brown, deceased son
 of Joseph Brown, is distributed
 1/6 of 2/3 of 1/7 of said net sale, to wit: sum of.. \$ 22.91

To Hugh Brown, Plaintiff,
 son of Hugh Brown, deceased son
 of Joseph Brown, is distributed
 1/6 of 2/3 of 1/7 of said net sale, to wit: sum of .. \$ 22.91

To Margaret Brown, Plaintiff,
 daughter of Hugh Brown, deceased son
 of Joseph Brown, is distributed
 1/6 of 2/3 of 1/7 of said net sale, to wit: sum of... \$ 22.91

To Eugene Brown, Plaintiff,
 son of Hugh Brown, deceased son
 of Joseph Brown, is distributed
 1/6 of 2/3 of 1/7 of said net sale, to wit: sum of... \$ 22.91

To Richard P. Brown, Plaintiff,
 son of Hugh Brown, deceased son
 of Joseph Brown, is distributed
 1/6 of 2/3 of 1/7 of said net sale, to wit: sum of... \$ 22.91

To John H. Brown, Plaintiff,
 son of Hugh Brown, deceased son
 of Joseph Brown, is distributed
 1/6 of 2/3 of 1/7 of said net sale, to wit: sum of... \$ 22.91

To Sarah Brown, Plaintiff,
 wife of Joseph M. Brown, deceased son
 of Joseph Brown, is distributed,
 1/3 of 1/7 of said net sale, to wit: the sum of..... \$ 68.73

To Dorothy Brown, Plaintiff,
 daughter of Joseph M. Brown, deceased son
 of Joseph Brown, is distributed,
 1/5 of 2/3 of 1/7 of said net sale, to wit: sum of \$ 27.50

To Robert Brown, Plaintiff,
 son of Joseph M. Brown, deceased son
 of Joseph Brown, is distributed,
 1/5 of 2/3 of 1/7 of said net sale, to wit: sum of \$ 27.49

To Katherine B. Lee, Plaintiff,
 daughter of Joseph M. Brown, deceased son
 of Joseph Brown, is distributed,
 1/5 of 2/3 of 1/7 of said net sale, to wit: sum of \$ 27.49

To Miriam B. Wilkins, Plaintiff,
 daughter of Joseph M. Brown, deceased son
 of Joseph Brown, is distributed,
 1/5 of 2/3 of 1/7 of said net sale, to wit: sum of \$ 27.49

To J. Paul Brown, Defendant,
 son of Joseph M. Brown, deceased son
 of Joseph Brown, is distributed,
 1/5 of 2/3 of 1/7 of said net sale, to wit: sum of \$ 27.49

Distribution of share (1/7) in net sale of
 Benjamin B. Brown, deceased son of Joseph Brown:

To Elmer H. Brown, Plaintiff, brother of Benjamin B.
 Brown, is distributed
 1/6 of 1/7 of said net sale, to wit: the sum of..... \$ 34.37

To Elizabeth Roderick, Plaintiff, sister of Benjamin
 B. Brown, is distributed
 1/6 of 1/7 of said net sale, to wit: the sum of..... \$ 34.37

To Louise Moorehead, Plaintiff, daughter of Mary
 Nickerson, deceased sister of Benjamin B. Brown,
 is distributed
 1/6 of 1/7 of said net sale, to wit: the sum of.... \$ 34.37

To Charles M. Brown, Plaintiff, son of Charles
 Brown, deceased brother of Benjamin B. Brown,
 is distributed
 1/6 of 1/6 of 1/7 of said net sale, to wit: sum of \$ 5.73

To Mary P. Stone, Plaintiff, daughter of Charles
 Brown, deceased sister of Benjamin B. Brown, is
 distributed
 1/6 of 1/6 of 1/7 of said net sale, to wit: sum of \$ 5.73

To Annie R. Frazier, Plaintiff, daughter of Charles
 Brown, deceased brother of Benjamin B. Brown,
 is distributed
 1/6 of 1/6 of 1/7 of said net sale, to wit: sum of \$ 5.73

To Ruth Frazier, Plaintiff, daughter of Charles Brown, deceased brother of Benjamin B. Brown, is distributed 1/6 of 1/6 of 1/7 of said net sale, to wit: sum of	\$ 5.73
To Virginia Morris, Plaintiff, daughter of Charles Brown, deceased brother of Benjamin B. Brown, is distributed, 1/6 of 1/6 of 1/7 of said net sale, to wit: sum of	\$ 5.72
To Elosie Watlington, Plaintiff, daughter of Charles Brown, deceased brother of Benjamin B. Brown, is distributed 1/6 of 1/6 of 1/7 of said net sale, to wit: sum of	\$ 5.72
To Sarah Brown, Plaintiff, wife of Joseph M. Brown, deceased brother of Benjamin B. Brown, is distributed 1/3 of 1/6 of 1/7 of said net sale, to wit: sum of	\$ 11.46
To Dorothy Brown, Plaintiff, daughter of Joseph M. Brown, deceased brother of Benjamin B. Brown, is distributed 1/5 of 2/3 of 1/6 of 1/7 of said net sale, to wit:	\$ 4.58
To Robert Brown, Plaintiff son of Joseph M. Brown, deceased brother of Benjamin B. Brown, his distributed 1/5 of 2/3 of 1/6 of 1/7 of said net sale, to wit:	\$ 4.58
To Katherine B. Lee, Plaintiff, daughter of Joseph M. Brown, deceased brother of Benjamin B. Brown, is distributed 1/5 of 2/3 of 1/6 of 1/7 of said net sale, to wit:	\$ 4.58
To Miriam B. Wilkins, Plaintiff, daughter of Joseph M. Brown, deceased brother of Benjamin B. Brown, is distributed 1/5 of 2/3 of 1/6 of 1/7 of said net sale, to wit:	\$ 4.58
To Paul Brown, Defendant, son of Joseph M. Brown, deceased brother of Benjamin B. Brown, is distributed 1/5 of 2/3 of 1/6 of 1/7 of said net sale, to wit:	\$ 4.58
To Elizabeth Brown, Plaintiff, daughter of Hugh Brown, deceased brother of Benjamin B. Brown, is distributed 1/6 of 1/6 of 1/7 of said net sale, to wit:	\$ 5.73
To Hugh Brown, Plaintiff, son of Hugh Brown, deceased brother of Benjamin B. Brown, is distributed 1/6 of 1/6 of 1/7 of said net sale, to wit:.....	\$ 5.73
To Margaret Brown, Plaintiff, daughter of Hugh Brown, deceased brother of Benjamin B. Brown, is distributed 1/6 of 1/6 of 1/7 of said net sale, to wit:.....	\$ 5.73
To Eugene Brown, Plaintiff, son of Hugh Brown, deceased brother of Benjamin B. Brown, is distributed 1/6 of 1/7 of said net sale, to wit:.....	\$ 5.73
To Richard P. Brown, Plaintiff, son of Hugh Brown, deceased brother of Benjamin B. Brown, is distributed 1/6 of 1/6 of 1/7 of said net sale, to wit:.....	\$ 5.72
To John H. Brown, Plaintiff, son of Hugh Brown, deceased brother of Benjamin B. Brown, is distributed 1/6 of 1/6 of 1/7 of said net sale, to wit: sum of....	\$ 5.72
Total amount for distribution, Total amount distributed,.....	1,443.34
Total amount for distribution,.....	\$1,443.34

March 23rd, 1948

MADISON BROWN AUDITOR

Filed March 30, 1948

NISI RATIFICATION OF AUDIT.
Filed March 30, 1948.

Nisi Ratification of Audit

Elmer H. Brown, et al.,

VS

J. Paul Brown, et al.

) In the Circuit Court
) for Queen Anne's County
) In Equity
)
) Cause No. 3480
)

ORDERED, This 30th. day of March in the year nineteen hundred and forty 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 23rd. day of April, 1948; provided a copy of this order be published once a week in each of two successive weeks before the 16th. day of April, 1948, in some newspaper printed and published in Queen Anne's County.

Filed March 30, 1948

NELLIE B. WHITELEY Clerk.

CAUSE NUMBER 3512

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourth day of January, in the year nineteen hundred and forty seven, the following BILL OF COMPLAINT was filed for record, to wit:

W. Marvin Barton and W. Edward Barton, Co-Partners, trading as Barton Brothers,	#	In the Circuit Court for
Complainants,	#	Queen Anne's County, in Equity.
	#	
VS.	#	Cause No. 3512.
Lillia M. Stack, Norman A. Draper, Hulda B. Cordray, Edward R. Draper, William A. Draper, Horace Draper, Lola McCollum, Marion Lacey, William Draper, Madeline Jones, Helen Thorp, Raymond Berry, Oscar Berry, Minnie Abbott, John Berry and Joseph Berry,	#	
Defendants.	#	
	#	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

W. Marvin Barton and W. Edward Barton, Co-Partners, trading as Barton Brothers, by Richard T. Earle, their attorney, bring this suit for themselves as well as for all other creditors of Nathan Draper, late of Queen Anne's County, deceased, who will come in and contribute to the expense thereof, complaining, say:

That your Complainants are in engaged in the Furniture and Undertaking business in the town of Centreville, Queen Anne's County, Maryland, and in their capacity as Undertakers were employed to prepare the remains of Nathan Draper in November, 1945, furnish all necessary materials and do all other acts and things to properly bury said remains, and on account of said work performed and materials provided, as per itemized statement filed herewith marked "Complainants Exhibit No. 1", the estate of the said Nathan Draper became indebted unto your complainants in the sum of FOUR HUNDRED AND FIFTY DOLLARS (\$450.00), of which debt your complainants have received no part thereof.

2. That the said Nathan Draper died intestate in Queen Anne's County, State of Maryland, in November, 1945, possessed of no personal estate of any intrinsic value and no letters of administration have been granted on his estate, but seized and possessed of a certain valuable lot or parcel of land situate in the town of Queenstown, in Queen Anne's County, Maryland, improved by a dwelling house, wherein he at the time of his death resided, and which was conveyed to him by Charles M. Anthony and M. Pearle Anthony, his wife, by deed bearing date of August 31st., 1918, and recorded in Liber J. F. R. No. 1, folio 237, a Land Record Book for Queen Anne's County, in which deed the said Nathan Draper is erroneously designated as Naphra Draper, but the party so designated in the same and identical one as the said Nathan Draper, as herein set forth, a certified copy of which deed marked "Complainants Exhibit No. 2" is filed herewith and prayed to be considered as a part hereof as if set forth fully and at large.

3. That the said Nathan Draper left surviving him as his only heirs at law, neither a widow, his wife having predeceased him, nor child or children, nor descendants from any child or children, no father or mother, no brother or sister, but descendants from brothers of the whole and half blood as follows, to wit:

(A). The Defendants Lillia M. Stack, Norman A. Draper, Edward R. Draper and William A. Draper, only children and heirs at law of William A. Draper, deceased, a brother of the said Nathan Draper and who predeceased the said Nathan a Draper, dying intestate; each of whom are seized and possessed of an undivided one twentieth interest and estate in the aforesaid real real estate.

(B). The Defendants, Horace Draper, Lola McCollum and Marion Lacy, surviving children of William Warner Draper, who with William Draper and Madeline Jones, only children and heirs at law of Arolington Draper, a deceased son of William Warner Draper, compose the heirs at law of the said William Warner Draper, a deceased brother of the said Nathan Draper, who predeceased the said Nathan Draper and died intestate; the said Horace Draper, Lola McCollum and Marion Lacy are each seized and possessed of an undivided one sixteenth interest and estate and the said William Draper and Madeline Jones are each seized and possessed of an undivided one thirty second interest and estate in the real estate herein described.

(C) The Defendants, Helen Thorp, Raymond Berry, Oscar Berry and Minnie Abbott and the only children and heirs at law of Theodore Berry, deceased, a half brother of the said Nathan Draper, who predeceased him and died intestate, and each are seized and possessed of undivided one sixteenth interest in the within described real estate.

(D) The Defendants, John Berry and Joseph Berry, only children and heirs at law of Addison Berry, deceased, a half brother of the said Nathan Draper, who predeceased the said Nathan Draper and died intestate are each sized and possessed of an undivided one eighth interest and estate in the within described real estate.

All of said interests being subject nevertheless to any debts owing by the said Nathan Draper.

4. That all Defendants are adults.

5. That the defendants John Berry and Joseph Berry are residents of Queen Anne's County, State of Maryland and that the Defendant, Lillia M. Stack is a resident of Kent County, State of Maryland; that the defendants Norman A. Draper, Hulda B. Cordray, Edward R. Draper, William A. Draper, Horace Draper, Marion Lacey, William Draper, Madeline Jones, Helen Thorp, Raymond Berry, Oscar Berry and Minnie Abbott are non residents of the State of Maryland and are residents of the State of Delaware; that

the Defendant, Lola McCollum is a non-resident of the State of Maryland and a resident of the State of Massachusetts.

Wherefore your Complainants pray:

- 1. That a Trustee may be appointed to sell the real estate herein described or so much thereof as may be necessary to pay the claim of your Complainants and all other claims filed herein.
- 2. That your Complainants may have such other and further relief as may be right and proper in the premises.

May it please the Court to grant unto your Complainants the writ of subpoena directed to the Sheriff of Queen Anne's County, Maryland, commanding him to summons John Berry and Joseph Berry, residents of said County, to be and appear in this Court on or before a day certain to be named therein, either in person or by solicitor and to answer the Bill of Complaint of your Complainants and to abide by any Order or Decree that may be passed in the premises; and the writ of subpoena directed to the Sheriff of Kent County, Maryland, commanding him to summons the Defendant; Lellia M. Stack, to be and appear either in person or by solicitor in this Court on a day certain to be named therein and to answer this Bill of Complaint and abide by any Order or Decree that may be passed in the premises; and The Order of Publication directed to the Defendants; Norman A. Draper, Hulda B. Cordray; Edward R. Draper; William A. Draper; Horace Draper; Marion Lacy, William Draper; Madeline Jones; Helen Thorp, Oscar Berry. Raymond Berry and Minnie Abbott, all non-residents of the State of Maryland and residents of the State of Delaware, and Lola McCollum, a non-resident of the State of Maryland and resident of the State of Massachusetts, advising them and each of them of the object and substance of this Bill of Complaint, and commanding them and each of them to be and appear in this Court on a day certain to be named therein, either in person or by solicitor, to answer this Bill of Complaint and to abide by any Order or Decree that may be passed in the premises.

Respectfully submitted.

RICHARD T. EARLE
Attorney for Complainants

Filed Jan. 4th, 1947.

COMPLAINANTS' EXHIBIT NO. 1
Filed Jan. 4th, 1947.

Centreville, Md., Jan 4 1947

Est Nathan Draper

To Barton Bros.

To Funeral Expenses of

Mr Nathan Draper

\$450.00

Received Payment

By _____

19____

1945 TERMS: Net Cash 90 Days - Interest at 6 per cent. thereafter

Nov 14	To preparing for burial	25.00
"	1/2 Caueh Grey B.C.)	
"	Casket)	340.00
"	Personal Service)	
"	Concrete vault	50.00
"	Cemetery chg	20.00
"	Funeral Coach Service	<u>15.00</u>
		450.00

ORDER OF PUBLICATION.
Filed Jan 4th, 1947.

ORDER OF PUBLICATION.

W. Marvin Barton and W. Edward Barton, # In the Circuit Court for Queen
Co-Partners, trading as Barton Brothers, # Anne's County, in Equity.
Complainants

VS.

Lillia M. Stack, Norman A. Draper, Hulda # Cause No. 3512
B. Cordray, Edward R. Draper. William A. #
Draper, Horace Draper, Lola McCollum, #

Marion Lacey, William Draper, Madeline #
 Jones, Helen Thorp, Raymond Berry, Oscar #
 Berry, Minnie Abbott, John Berry and #
 Joseph Berry, Defendants. #

The object of this suit is to procure a sale of the real estate, or so much thereof as may be necessary, of a house and lot in the town of Queenstown, Queen Anne's County, Maryland, in which Nathan Draper, late of Queen Anne's County, deceased, resided at the time of his death, for the purpose of paying his funeral expenses of \$450.00 due Barton Brothers, and all other creditors of the said Nathan Draper that may come in and contribute to the expense of this suit.

The bill of complaint states that Nathan Draper died intestate in November 1945, leaving no personal estate, that no letters of administration have been granted on his estate, but seized and possessed of a valuable house and lot in Queenstown, Queen Anne's County, Maryland, conveyed to him by Charles M. Anthony and wife; and that Barton Brothers, Undertakers, took care of his remains, furnish all necessary materials and work for the proper interment of the remains of the said Nathan Draper and that the estate of Nathan Draper is indebted therefor in the sum of \$450.00. That the said Nathan Draper left surviving him no wife, no child or descendants from any child, no mother, no father, no brother and no sister, but descendants from deceased brothers of the whole and half blood, as his only heirs at law, as follows, to wit: The defendants Lillia M. Stack, Norman A. Draper, Edward R. Draper and William A. Draper, only children and heirs at law of William A. Draper, deceased, a brother of the said Nathan Draper, who predeceased him and died intestate, and are each seized and possessed of an undivided one twentieth interest and estate in said real estate: The Defendants Horace Draper, Lola McCollum, Marion Lacey, surviving children of William Warner Draper, who with William Draper and Madeline Jones, only children and heirs at law of Arlington Draper, a deceased son of William Warner Draper, a deceased brother of the said Nathan Draper, who predeceased the said Nathan Draper and died intestate, and that the said Horace Draper, Lola McCollum and Marion Lacey are each seized and possessed of an undivided one sixteenth interest in said real estate and William Draper and Madeline Jones are each seized and possessed of an undivided one thirty second interest and estate in said real estate: That the defendants, Helen Thorp, Raymond Berry, Oscar Berry and Minnie Abbott, only children and heirs at law of Theodore Berry, deceased, a half brother of the said Nathan Draper, are each seized and possessed an undivided one sixteenth interest in said real estate; That the defendants, John Berry and Joseph Berry, only children and heirs at law of Addison Berry, deceased, a half brother of the said Nathan Draper, who predeceased the said Nathan Draper, and died intestate, are each seized and possessed of an undivided one eighth interest and estate in the said real estate; All of which is subject to the payment of any debts of the said Nathan Draper. That all defendants are adults. That Norman A. Draper, Hulda B. Cordray, Edward R. Draper, William A. Draper, Horace Draper, Marion Lacey, William Draper, Madeline Jones, Helen Thorp, Raymond Berry, Oscar Berry and Minnie Abbott are residents of the State of Delaware and that Lola McCollum is a resident of the State of Massachusetts, and are non-residents of the State of Maryland, that Lillia M. Stack is a resident of Kent County, Maryland, and that John Berry and Joseph Berry are residents of Queen Anne's County.

IT IS THEREUPON this 4th day of January, 1947, ORDERED by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, that the Complainants by causing a copy of this order to be published once in each of four successive weeks before the 31st day of Jan. in some newspaper printed and published in Queen Anne's County, give notice to the said Norman A. Draper, Hulda B. Cordray, Edward R. Draper, William A. Draper, Horace Draper, Marion Lacey, William Draper, Madeline Jones, Helen Thorp, Raymond Berry, Oscar Berry, Minnie Abbott and Lola McCollum, non residents of the state of Maryland, commanding them and each of them to be and appear in this Court, in person or by solicitor, on or before the 16th day of February, 1947, to show cause why a decree should not be passed as prayed.

A. SYDNEY GADD, JR.

Clerk

CERTIFIED COPY OF DEED

#6624 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this twenty-fourth day of September, in the year nineteen hundred and eighteen, the following Deed was brought to be recorded to wit:-

This Deed, Made this 31st day of August, in the year nineteen hundred and eighteen, by Charles Anthony and M. Pearle Anthony his wife, of the City of Baltimore, in the State of Maryland, Witnesseth that in consideration of the sum of Three Hundred Dollars (\$300.00) the receipt whereof acknowledged, the said Charles M. Anthony and M. Pearle Anthony, his wife, do hereby grant and convey unto Maphra Draper of Queen Anne's County, in the State of Maryland,

ALL That Lot or Parcel of Ground or Land lying and being in the Town of Queenstown, in Queen Anne's County, State of Maryland, and described as follows, To Wit: Beginning at a point on First Street or Avenue in the said Town of Queenstown where the lot here intended to be conveyed corners with the Lot recently sold by Harry M. Gardner and wife to Mrs. W. Catherine Pinder and running from this point in a West direction on said First Avenue towards the South Branch of Queenstown Creek the distance of 45 feet and 5 inches to the Davidson Lot; and thence in a Southerly or Southeasterly Direction along the division line of the Davidson Lot and the Lot hereintended to be conveyed the distance of 126 feet and 5 inches to the land of Jacob S. Denney, and from thence in an Easterly direction along the division line between the lands of Jacob S. Dennty and the late Dr. Charles E. Cockey and the Lot intended to be conveyed herein the distance of 45 feet to the division line between the land or lot hereinbefore sold to Mrs. W. Catharine Pinder and the lot intended to be conveyed herein, and thence along the division line between the lot of Mrs. W. Catharine Pinder and the lot hereintended to be conveyed 143 feet and 5 inches to the place of beginning, let the quantity of land be what it may. The land or lot hereintended to be conveyed is the same lot or parcel of ground as that described in the Deed from Harry M. Gardner and Wife to Charles M. Anthony and M. Pearle Anthony his wife, bearing date the 4th day of December, in the year 1912, and Recorded among the Land Record Books of Queen Anne's County Maryland, in

Liber W.F.W. No. 2 folios 315, etc., to which Deed especial reference is hereby made for an accurate description of the land intended to be conveyed in this Deed.

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

AND the said Charles Anthony and M. Pearle Anthony, his wife, covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances of title thereto as may be requisite.

WITNESS their hands and seals.

TEST:

CHARLES M. ANTHONY (SEAL)

Charles Herry Hesse.

M. PEARLE ANTHONY (SEAL)

State of Maryland, Baltimore City, To Wit:

I hereby certify that on this 13st day of August, in the year nineteen hundred and eighteen, before me the subscriber, A. Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, duly commissioned and qualified, personally appeared Charles M. Anthony and M. Pearle Anthony, his wife, and did each acknowledge the foregoing Deed to be their respective act and Deed. In testimony whereof I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary
Seal's
Place.

CHARLES HERRY HESSE
Notary Public

Five \$.10 Internal Revenue Stamps.
Endorsed "C.M.A." 9-24-18.

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. 1, folio 237 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 on this 20th day of January, in the year nineteen hundred and forty seven.

Seal's
Place

A. SYDNEY GADD, Jr.
Clerk of Circuit Court

SUBPOENA
Filed Jan. 13th, 1947.

Queen Anne's County, to wit:

The State of Maryland

TO

Lellia M. Stack

OF KENT COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of February next, to answer the complaint of W. Marvin Barton and W. Edward Barton, co-partners trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of January 1947 Issued the Fourth day of January 1947

Richard T. Earle

A. SYDNEY GADD Jr. 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 February next, being the Return Day.

A. SYDNEY GADD Jr. Clerk

On the back of the foregoing Subpoena is the following endorsement to wit:

Summons this 11th day of Jan, 1947 BARTUS O. VICKERS Sheriff

SUBPOENA
Filed Jan. 14th, 1947.

Queen Anne's County, to wit:

The State of Maryland

TO

Seal's
Place. John Berry

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 February next, to answer the complaint of W. Marvin Barton and W. Edward Barton, co-partners trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of January 1947. Issued the Fourth day of January 1947.

A. SYDNEY GADD Jr. CLERK

Richard T. Earle

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 February next, being the Return Day.

A. SYDNEY GADD Jr. CLERK

On the back of the foregoing is the following endorsement, to wit:

Non Est Jan. 11 - 1947 Oscar W. Tarr Sheriff.

SUBPOENA
Filed Jan. 14th, 1947.

Queen Anne's County, to wit:

The State of Maryland

TO

Joseph Berry

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 February next, to answer the complaint of W. Marvin Barton and W. Edward Barton, co-partners trading as Barton Brothers against you in said court exhibited.

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

WITNESS, The Honorable J. Owen Knotts, Chief Judge of our said Court, the First Monday of January 1947 Issued the Fourth day of January 1947

A. SYDNEY GADD Jr. Clerk

Richard T. Earle

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 February next, being the Return Day.

A. SYDNEY GADD Jr. Clerk

On the back of the foregoing Subpoena is the following endorsement, to wit:

Summoned Jan. 11 - 1947 Oscar W. Tarr Sheriff.

CERTIFICATE OF PUBLICATION OF
ORDER OF PUBLICATION.
Filed Mar. 4th, 1947

ORDER OF PUBLICATION

W. Marvin Barton and W. Edward Barton, Co-Partners, trading as Bar-

ton Brothers, Complainants

VS.

Lillia M. Stack, Norman A. Draper, Hulda B. Cordray, Edward R. Draper, William A. Draper, Horace Draper, Lola McCollum, Marion Lacey, William Draper, Madeline Jones, Helen Thorp, Raymond Berry, Oscar Berry, Minnie Abbott, John Berry, and Joseph Berry, Defendants.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY CAUSE No. 3512

The object of this suit is to procure a sale of the real estate, or so much thereof as may be necessary, of a house and lot in the town of Queen Anne's County, Maryland, in which Nathan Draper, late of Queen Anne's County, deceased, resided at the time of his death, for the purpose of paying his funeral expenses of \$450.00 due Barton Brothers, and all other creditors of the said Nathan Draper that may come in and contribute to the expense of this suit.

The bill of complaint states that Nathan Draper died intestate in November 1945, leaving no personal estate, that no letters of administration have been granted on his estate, but seized and possessed of a valuable house and lot in Queenstown, Queen Anne's County, Maryland, conveyed to him by Charles M. Anthony and wife; and that Barton Brothers, Undertakers, took care of his remains, furnish all necessary materials and work for the proper interment of the remaind of the said Nathan Draper and that the estate of Nathan Draper is indebted therefor in the sum of \$450.00 That the said Nathan Draper left surviving him no wife, no child or descendants from any child no mother, no father, no brother and no sister, but descendants from deceased brothers of the whole and half blood, as his only heirs at law, as follows, to wit: The defendants Lillia M. Stack, Norman A. Draper, Edward R. Draper and William A. Draper, only children and heirs at law of William A. Draper, deceased, a brother of the said Nathan Draper, who predeceased him and died intestate, and are each seized and possessed of an undivided one twentieth interest and estate in said real estate: The Defendants Horace Draper, Lola McCollum, Marion Lacey, surviving children of William Warner Draper, who with William Draper and Madeline Jones, only children and heirs at law of Arlington Draper, a deceased son of William Warner Draper, a deceased brother of the said Nathan Draper, who predeceased the said Nathan Draper and died intestate, and that the said Horace Draper, Lola McCollum and Marion Lacey are each seized and possessed of an undivided one sixteenth interest in said real estate and William Draper and Madeline Jones are each seized and possessed of an undivided on thirty second interest and estate in said real estate: That the defendants, Helen Thorp, Raymond Berry, Oscar Berry and Minnie abbott, only children and heirs at law of Theodore Berry, deceased, a half brother of the said Nathan Draper, are each seized and possessed an undivided one sixteenth interest in said real estate; That the defendants, John Berry and Joseph Berry, only children and heirs at law of Addison Berry, deceased, a half brother of the said Nathan Draper, who predeceased the said Nathan Draper, and died intestate, are each seized and possessed of an undivided one eight interest and estate in the said real estate; All of which is subject to the payment of any debts of the said Nathan Draper, That all defendants are adults. That Norman A. Draper, Hula B. Cordray, Edward R. Draper, William A. Draper, Horace Draper, Marion Lacey, William Draper, Madeline Jones, Helen Thorp, Raymond Berry, Oscar Berry and Minnie Abbott are residents of the State of Delaware and that Lola McCollum is a resident of the State of Massachusetts, and are non-residents of the State of Maryland, that Lillia M. Stack is a resident of Kent County, Maryland, and that John Berry and Joseph Berry are residents of Queen Anne's County.

IT IS THEREUPON this 4th day of January, 1947, ORDERED by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, that the Complainants by causing a copy of this order to be published in each of four successive weeks before the 31st day of January, 1947 in some newspaper printed and published in Queen Anne's County, give notice to the said Norman A. Draper, Hulda B. Cordray, Edward R. Draper, William A. Draper, Horace Draper, Marion Lacey, William Draper, Madeline Jones, Helen Thorp, Raymond Berry, Oscar Berry, Minnie Abbott and Lola McCollum, non residents of the state of Maryland, commanding them and each of them to be and appear in this Court, in person or by solicitor, on or before the 16th day of February, 1947, to show cause why a decree should not be passed as prayed.

A. SYDNEY GADD, JR.

Clerk.

True Copy:
Test:

A. SYDNEY GADD, JR.

Clerk

The Queenstown News

Queenstown, Md. Jan. 31, 1947

THE QUEENSTOWN NEWS, trading as a co-partnership between Michael W. Aker and George J. Steinfeld, do hereby certify that the Order of Publication in the estate of Nathan Draper, Deceased Vs. W. Marvin Barton adn W. Edward Barton, Co-partners, Trading as Barton Brothers, Cause No. 3512 a true copy of which is annexed hereto, was published in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, in Queen Anne's county, Maryland, once a week for 4 successive weeks before the 31st day of Jan. 1947, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 10th day of Jan. 1947

THE QUEENSTOWN NEWS

By GEORGE J. STEINFELT

RESPECTIVE ANSWER OF LILLIE M. STACK AND
HULDA B. CORDRAY.
Filed Mar. 4th 1947.

W. Marvin Barton and W. Edward Barton,
Co-Partners, trading as Barton Brothers,

VS.

Lillia M. Stack et al.

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned defendants, named in the Bill of Complaint filed in this cause, to hereby admit the matters and facts set forth in the said Bill of Complaint and consent to the passage of any decree that may be right in the premises.

LILLIE M. STACK

HULDA B. CORDRAY

ANSWER OF JOHN AND JOSEPH BERRY.
Filed Mar. 4th, 1947.

W. Marvin Barton and W. Edward Barton,
Co-Partners, trading as Barton Brothers,

VS.

Lillie M. Stack et al.

In the Circuit Court for
Queen Anne's County, in
Equity.
Cause No. 3512.

#

We, the undersigned defendants, admit the matters and facts set forth in the Bill of Complaint filed in this cause and consent to the passage of what ever degree may be right and proper in the premises.

JOSEPH K. BERRY

JOHN BERRY

PETITION
Filed Mar. 4th, 1947.

W. Marvin Barton and W. Edward Barton,
Co-Partners, trading as Barton Brothers,
Complainants,

VS.

Lillie M. Stack et al.

In the Circuit Court for Queen
Anne's County, in Equity.
Cause No. 3512
#

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of W. Marvin Barton and W. Edward Barton, Co-Partners, trading as Barton Brothers, by Richard T. Earle, their attorney, to your Honors respectfully shows:

1. That the Defendants, Norman A. Draper, Edward R. Draper, William A. Draper, Horace Draper, Lola McCullom, Marion Lacey, William Draper, Madeline Jones, Helen Thorp, Raymond Berry, Oscar Berry and Minnie Abbott, all non-residents defendants, have been duly summoned in this cause by means of an Order of Publication, the certificate of publication and copy of same attached, having been filed in this cause, to be and appear in this Court, either in person or by solicitor, on or before the 16th. day of February, 1947, and that none of the above named defendnats have so appeared.

2. That your Petitioners crave a decree pro confesso against the above named defendants, for and on account of their failure to appear in this cause either in person or by solicitor, and desire to take depositions before one of the standing Examiners in order to proove the allegations of their Bill of Complaint.

Respectfully submitted,

RICHARD T. EARLE

Atty. for Complainants.

Filed Mar. 4th, 1947.

ORDER OF COURT
Filed Mar. 5th, 1947.

ORDER OF COURT.

The within and foregoing petition having been read and considered, and the above defendants having failed to appear either in person or by solicitor as the Order of Publication commanded, IT IS THEREUPON, this 5th day of March, 1947, ORDERED that the said Bill of Complaint be and it is hereby taken pro confesso against the said Norman A. Draper, Edward R. Draper, William A. Draper, Horace Draper, Lola McCollum, Marion Lacey, William Draper, Madeline Jones, Helen Thorp, Raymond Berry, Oscar Berry

and Minnie Abbott, but since it does not fully appear to what relief, if any, the Complainants are entitled to, it is further ordered that the Complainants are hereby granted leave to take depositions before one of the Standing Examiners of this Court to prove the allegations of their Bill of Complaint.

Wm. R. HORNEY
Judge

Filed Mar. 5th, 1947.

REPORT OF EXAMINER AND DEPOSITIONS
Filed Mar. 20, 1947.

W. MARVIN BARTON AND W. EDWARD
BARTON, Co-partners, trading as
BARTON BROTHERS,

VS.

Lellie M. Stack et al.

In the Circuit Court
for
Queen Anne's County, in Equity.
Cause. No. 3512.

#

At the request of Richard T. Earle, the attorney for complainant, I met with the said Richard T. Earle and witnesses, whose depositions are hereto attached, on Thursday, March 20th., 1947, at 12.30 P.M. at the office of the said Richard T. Earle and after said witnesses had been duly sworn, took the attached depositions, Questions being asked by the attorney for the Complainant.

Respectfully submitted.

HARRY C. BUTLER
One of the Standing Examiners.

First witness called by the Plaintiff, being duly sworn, deposes and states.

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

A. My name is Lillie M. Stack, I am 52 years of age, I reside in Bridgeville, Delaware, at the time of the institution of this suit, I resided in Kent County, Maryland, I live on a farm with my husband.

2nd. Int. Did you know Nathan Draper, is he living or dead, if dead, when did he die?

A. Yes, he was my Uncle, he is dead, he died Nov. 14th., 1945.

3rd. Did, Mr. Draper leave any will or not? did he leave personal property of any value? have letters of Administration been granted on his estate?

A. No he left no will, he left no personal estate of any value, perhaps a few small things in the house, he furnished only a part of his own room, no letters of administration have been granted on his estate.

4th. Do you know the heirs of Nathan Draper, if so, their name, relationship to Mr. Draper and their place of residence.

A. Yes I know the heirs of Nathan Draper, he left two brothers and two half brothers, to wit

A. William A. Draper, who died in 1914, intestate, leaving the following children, Myself, Lillie M. Stack, I am an adult and live in Bridgeville, Del., Norman A. Draper, my brother, he is an adult, lives at Bridgeville, Edward R. Draper, my brother, who is an adult, lives at Bridgeville, William A. Draper, an adult, who lives in Bridgeville, Hulda B. Cordray, an adult, who lives in Bridgeville, Del. B. William Warner Draper, was a brother of Nathan Draper, he has been dead about five years and died intestate, leaving the following children, to wit: Horace Draper, an adult, lives in Wilmington, a son of William Warner Draper, Lola McCullum, a daughter, lives in Boston, Massachusetts; Marion Lacey, a daughter, an adult, lives in Wilmington; a son of William Warner Draper, named Arlington Draper, died about two years ago intestate, leaving as his only heirs at law, William Draper and Madeline Jones, both adults, both live in Wilmington, Del. C. Theodore Berry, a half brother of Nathan Draper, who died intestate many years ago, leaving as his only heirs at law, Helen Thorp, an adult, residing at Dover, Del., Raymond Berry, a son, an adult, residing at Dover, Del., Oscar Berry, a son, an adult, residing at Dover, Del., Minnie Abbott, a daughter, an adult, residing at Dover, Del.

D. Addison Berry, a half brother of Nathan Draper, who predeceased Nathan Draper by many years, died intestate, leaving only two sons, John Berry and Joseph Berry, both adults and both residing in the State of Maryland.

Int. 5. I now hand you Plaintiff's Exhibit No. 2, can you identify the property thereon, and is the party named therein the same party as Nathan Draper, do you know or can you state the value of the property therein described?

A. Yes, I know the property described in the deed now handed me, in that deed my Uncle is described as Naphra Draper, I am advised that was his correct name, but for many years he had gone under the name of Nathan Draper and I believed that he signed his name Nathan Draper, the property described in said deed is the same and identical property where my Uncle Died, I think at present time, due to high prices the property might bring about \$1,500.00

Examiner(s) Special.

A. No.

LILLIE M. STACK

The Next witness produced on the part of the Plaintiff was Hulda B. Cordray, who being duly sworn, deposes and states.

Lst. Int. Mrs. Cordray, state your name, age, residence and occupation?

A. My name is Hulda B. Cordray, I am 48 years of age, reside at Bridgeville, Delaware I am a housewife.

2nd. Int. Did you know Nathan Draper or Naphra Draper, is he living or dead, where did he reside, if dead did he leave a will or not, have letters been granted on his estate?

A. Yes, Nathan Draper was my Uncle, he was known many years ago as Naphra Draper, but for many years in later life went under the name of Nathan Draper, he died in November, 1945, at Queenstown, in his property there, he died intestate and no letters of Administration have been taken out on his estate, he was my uncle.

Int. Do you know the heirs at law of Nathan Draper, if so, their names, residence?

A. Yes, I know the heirs of Nathan Draper, he had two brothers and two half-brothers, all of whom predeceased him and died intestate.

A. William A. Draper, a brother, to wit: Lillie M. Stack, Norman A. Draper, Edward R. Draper, William A. Draper, and myself, all adults, all residing in or near Bridgeville, Delaware.

B. William Warner Draper, a brother, who predeceased Nathan Draper, died intestate, leaving the following children and grand-children, to wit: Horace Draper, Lola McCullom, Marion Lacey, and William Draper and Madeline Jones, only children and heirs at law of Arlington Draper, a deceased son of William Warner Draper, all non-residents of the State of Maryland, and all adults.

C. Theodore Berry, a half-brother of Nathan Draper, who predeceased Nathan Draper and died intestate, leaving the following heirs at law, to wit: Helen Thorp, Raymond Berry, Oscar Berry and Minnie Abbott, all adults and all residing in or near Dover, Delaware.

D. Addison Berry a half brother of the said Nathan Draper, who predeceased Nathan Berry and died intestate, leaving the following heirs at law, to wit: John K. Berry and Joseph Berry, both adults and both residing in the State of Maryland.

Int. Did Nathan Draper leave any personal estate?

A. If any, only a few things that he had in his room.

Int. I now hand you Plaintiff's Exhibit No. 2, can you identify the property therein, if so do you know the value thereof?

A. Yes, that is the same property in which Nathan Draper dies, it is hard to estimate value thereof to day, but due to high prices it might bring \$1,500.00

Examiner's Special.

A. No.

HULDA B. CORDRAY

The next witness called by the Complainant, being sworn, deposes and states.

Lst. Int. State your name, age residence and occupation?

A. My name is Oliver Allen Berry, 26 years of age, employed in the Centreville National Bank of Maryland, and resides in Centreville, Maryland.

2nd. Int. Are you familiar with the property in which Nathan Draper late of Queen Anne's County, resided at the time of his death, if so, what do you consider the fair value thereof.

A. I should say it is worth about \$800.00.

Examiner's Special.

No.

OLIVER A. BERRY

The next witness produced upon the part of the Complainant, being sworn, deposes and states.

Lst. Int. State your name, age, residence and occupation?

A. My name is William Edward Barton, I am 52 years of age, I reside in Centreville, Maryland, and with my brother, William Marvin Barton as partner, engage in the undertaking and furniture business.

2nd. Int. You and your brother, as co-partners, have filed a creditors bill for the sale of the real estate of which Nathan Draper died seized and possessed, that is that part of said property improved by a dwelling house, occupied by Nathan Draper at the time of his death, I now hand you Complainants Exhibit No. 1, purporting to be a bill for the funeral expenses of the said Nathan Draper, rendered by your firm for services rendered, state if the same is correct or not, and if you have been paid the same or any part thereof?

A. The exhibit handed me is a correct bill for services rendered in embalming the remains of Nathan Draper and all expenses in burying said remains, the same has not been paid or any part thereof., including the furnishing of a casket and vault and paying the Cemetery charge.

Examiner's Special

A. No

WILLIAM EDWARD BARTON

the sale of the said land and premises, to be distributed under the direction of this Court, after deducting the costs of such suit and such commissions to the 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.

And at the same time of advertising said sale the Trustee is directed to give notice to the creditors of the said Nathan Draper, deceased, to file their claims, with the vouchers thereof, with the Clerk of this Court within 90 days from the day of sale.

Wm. R. HORNEY
Judge.

Filed April 9, 1947

CERTIFIED COPY OF BOND
Filed April 10, 1947.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Tenth day of April, in the year nineteen hundred and forty 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, Maryland, as Principal, and Glens Falls Indemnity Company, a body corporate of the State of New York, duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWO THOUSAND DOLLARS (\$2,000.00), current money, to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this ninth day of April, 1947.

WHEREAS, by a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 9th. day of April, 1947, in a Cause pending in said Court, entitled William Marvin Barton and William Edward Barton, Co-partners, trading as Barton Brothers, vs. Lillie M. Stanck et al, the same being No. 3512, the said Richard T. Earle was appointed Trustee to make sale of the real estate in said proceedings mentioned and described:

NOW THEREFORE THE CONDITION OF THE ABOVE OBLIGATION IS such that if the above bounded Richard T. Earle shall well and faithfully perform the trust reposed in him by said decree or which may be reposed in him by and future order of decree in the premises, and shall in all things well and truly execute the duties of such Trustee, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in presence of

John Palmer Smith

Richard T. Earle (SEAL)
Richard T. Earle

GLENS FALLS INDEMNITY COMPANY
By L. Herman Meredith - - - -
L. Herman Meredith
Its Agent and Attorney in fact

CORPORATE SEAL

And on the back of the foregoing Bond is the following
endorsedment, to wit:

BOND filed and security approved this 10th day of April, 1947.

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 A.S.G., Jr. #1, folio 9, 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 June
in year nineteen hundred and forty seven.

Seal's
Place

A. Sydney Gadd, Jr.
Clerk

CERTIFICATE OF PUBLICATION OF
NOTICE TO CREDITORS
Filed May 7, 1947.

NOTICE TO CREDITORS

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

Chancery Cause No. 3512

Pursuant to a decree passed in said Cause, Notice is hereby given to

all creditors of Nathan Draper, deceased, to file their claims against him with the proper vouchers therefor, with the Clerk of said Court within ninety (90) days from May 3rd., 1947, the day of sale named in the above advertisement.

RICHARD T. EARLE,
Trustee

The Queenstown News

Queenstown, Md. May 6, 1947

THE QUEENSTOWN NEWS, trading as a co-partnership between Michael W. Aker and George J. Steinfelt, do hereby certify that the Notice to Creditors in the case of Nathan Draper, Deceased Cause No. 3512 a true copy of which is annexed hereto, was published in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, in Queen Anne's county, Maryland, once a week for 4 successive weeks before the 3rd day of May 1947, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 11th day of April 1947

THE QUEENSTOWN NEWS

By GEORGE J. STEINFELT

Filed May 7, 1947.

REPORT OF SALE
Filed May 7, 1947

W. Marvin Barton and W. Edward Barton, Co-partners, trading as Barton Brothers,	#	In the Circuit Court for Queen Anne's County,
	#	in Equity.
vs.	#	Cause No. 3512.
Lillie M. Stack et al.	#	

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, Trustee, having giving more than three weeks notice of the time, place, manner and terms of sale by advertisement in The Queenstown News, a Newspaper printed and published in Queen Anne's County, did on Saturday, May the 3rd., 1947, between the hours of two and three o'clock P.M., attend said sale in front of The Queenstown Bank of Maryland, and after having read said advertisement did through J. Elmer Anthony Auctioneer, offer the following real estate for sale, all that lot or tract of land situate, lying and being on First Avenue in the town of Queenstown, Queen Anne's County, Maryland, improved by a frame dwelling house, being the same property occupied by Nathan Draper at the time of his death, and which was conveyed to him by deed bearing date of August 31st., 1918, from Charles M. Anthony and wife, recorded in Liber J.F.R. No. 1, folio 237, a Land Record Book for Queen Anne's County, being the same land described in these proceedings, said advertisement and certificate of publication thereof being attached hereto, and sold the same to John C. Cole, he being then and there the highest bidder for same at and for the sum of One Thousand and Fifty dollars (\$1,050); the said purchaser elected to pay all cash on day of sale and has paid the same in full.

Purchase Price \$1,050.00.

Respectfully submitted.

RICHARD T. EARLE
Trustee.

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

I hereby certify that on this 7th day of May, nineteen hundred and forty seven, before me, the undersigned, The Clerk of the Circuit Court for Queen Anne's County, personally appeared Richard T. Earle, Trustee, 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 and that the sale was fairly made.

A. SYDNEY GADD Jr.
Clerk of the Circuit Court
for Queen Anne's County.

Filed May 7, 1947

ADVERTISEMENT AND CERTIFICATE
OF PUBLICATION.
Filed May 7, 1947.

TRUSTEE'S SALE

-OF-

VALUABLE REAL ESTATE

The undersigned trustee by virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed in a cause therein pending being Cause No. 3512, entitled William Marvin Barton and William Edward Barton, Co-partners, trading as Barton Brothers, vs. Lillie M. Stack et al., will offer for sale and sell to the highest bidder, on

Saturday, May 3rd 1947

between the hours of 2 and 3 o'clock P. M. in front of the Queenstown Bank of Maryland, in Queenstown, all that lot or tract of land situate, lying and being on First Avenue in said town, improved by a frame dwelling house, being the same property occupied by Nathan Draper at the time of his death, and conveyed to him by deed bearing date of August 31st., 1918, from Charles M. Anthony and wife, and recorded in Liber J. F. R. No. 1, folio 237, a Land Record Book for Queen Anne's County.

TERMS OF SALE - One third of the purchase money payable upon day of sale, the balance upon ratification of sale, or all cash at the option of the purchaser, the credit payments, if any, to bear interest from the day of sale and to be secured by the note or notes of the purchaser, with security approved by the undersigned trustee: State, County and Town taxes to be adjusted to day of sale, possession to be given upon ratification of sale, title papers, revenue and recording stamps to be at the expense of the purchaser.

RICHARD T. EARLE
Trustee

The Queenstown News

Queenstown, Md. May 6, 1947

THE QUEENSTOWN NEWS, trading as a co-partnership between Michael W. Aker and George J. Steinfelt, do hereby certify that the Trustee's Sale of Valuable Real Estate in the estate of Barton Brothers vs. Lillie M. Stack et al. Cause No. 3512 a true copy of which is annexed hereto, was published in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, in Queen Anne's county, Maryland, once a week for 4 successive weeks before the 3rd day of May 1947, and that the first insetion of said advertisement in said THE QUEENSTOWN NEWS was on the 11th day of April 1947

THE QUEENSTOWN NEWS

By GEORGE J. STEINFELT

Filed May 7, 1947

ORDER NISI
Filed May 7, 1947

NISI

W. Marvin Barton and W. Edward Barton, Co-partners, trading as Barton Brothers,

VS.

Lillie M. Stack et al.

) In the Circuit Court

) for Queen Anne's County

) In Equity

) Chancery No. 3512

ORDERED, This 7th. day of May A.D., 1947, 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 9th. day of July 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 June next.

The Report states the amount of sales to be \$1,050.00.

A. SYDNEY GADD Jr. Clerk.

Filed May 7, 1947.

NISI

W. Marvin Barton and W. Edward Barton, Co-partners, trading as Barton Brothers

VS.

Lillie M. Stack et al.
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.
Chancery No. 3512

ORDERED, This 7th day of May A. D., 1947, 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 9th day of July 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 June next.

The Report states the amount of sales to be \$1,050.00.

A. SYDNEY GADD, Jr.
Clerk.

True Copy:
 Test: A. SYDNEY GADD, JR.
 Clerk.

Filed May 7, 1947.

THE QUEENSTOWN NEWS

Queenstown, Md. May 31, 1947

THE QUEENSTOWN NEWS, trading as a co-partnership between Michael W. Aker and George J. Steinfelt, do hereby certify that the Nisi in the case of W. Marvin Barton and W. Edward Barton, Co-partners, trading as Barton Brothers Vs. Lillie M. Stack et al. Chancery No. 3512 a true copy of which is annexed hereto, was published in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, in Queen Anne's county, Maryland, once a week for 4 successive weeks before the 9th day of June 1947, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 9th day of May 1947.

THE QUEENSTOWN NEWS

By GEO. J. STEINFELT

Filed July 11, 1947

ORDER OF RATIFICATION.
 Filed July 11, 1947

W. Marvin Barton and W. Edward Barton, CO-partners, trading as Barton Brothers,	#	IN THE CIRCUIT COURT FOR
	#	QUEEN ANNE'S COUNTY, IN EQUITY.
VS.	#	Cause No. 2512.
Lillie M. Stack et al.	#	

ORDER OF RATIFICATION.

ORDERED this 11th day of July in the year nineteen hundred and forty 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 by Richard T. Earle, Trustee, 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 Certificate of Publication of Nisi thereto filed herein, and the Trustee is directed that upon the expiration of the Notice to Creditors of the said Nathan Draper that all papers be placed in the hands of The Court's Auditor for the purpose of stating an account between the corpus of this fund and the said Trustee, the trustee to be allowed the usual commissions and all expenses, not personal upon the production of proper vouchers therefor to the Auditor.

Wm. R. HORNEY
 Judge

Filed July 11, 1947

PETITION
 Filed Aug. 4, 1947.

W. MARVIN BARTON and W. EDWARD BARTON, Co-Partners, trading as Barton Brothers, Complainant,	#	In the Circuit Court for
	#	Queen Anne's County, in
VS.	#	Equity.
LILLIE M. STACK et al.	#	Cause No. 3512.
	#	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of W. Marvin Barton and W. Edward Barton, Co-Partners, trading as Barton Brothers, to your Honors respectfully shows:

1. That your Petitioners Account filed in this cause and on which said Creditors Bill was based is in the sum of FOUR HUNDRED AND FIFTY DOLLARS (\$450.00), that said account is a reasonable and just account for materials furnished and services rendered in taking care of the remains of Nathan Draper, deceased, on November 14th., 1945.
2. That the real estate sold in this cause for the sum of \$1,050.00, which sale has been duly ratified and confirmed, that at the time of advertising said sale a Notice to Creditors of the said Nathan Draper, deceased, giving them notice to file their claims with proper vouchers with the Clerk of this Court on or before 90 days from the date of sale, which was May 3rd., 1947, was duly published.
3. That the time for filing claims against the proceeds of real estate sold in this cause has expired and that so far less than \$25.00 in claims have been filed in this cause.
4. That the said Nathan Draper left no wife, nor child or children nor any dependants.

5. That the account of your petitioners constitutes a preference claim against the proceeds of sale to the extent of \$300.00, and if said estate is solvent, this Court has the right to allow such additional charges as this Court thinks right, considering the circumstances and condition of the deceased, the same being set forth fully in Section 242 of Articles 16 of the Code.

Wherefore your Petitioners pray this Honorable Court to pass an Order on this Petition allowing to your Petitioners the sum of \$150.00 in addition to the preference claim, the aforesaid sum of \$150.00 to have no priority but to be of the same standing as all non preferable claims.

Respectfully submitted

BARTON BROS.

By W. M. Barton.

Filed Aug. 4, 1947

ORDER OF COURT.
Filed Aug. 4, 1947

ORDER OF COURT.

The within and foregoing Petition having been read and considered, IT IS THEREUPON this 4th day of August, 1947, ORDERED by The Circuit Court for Queen Anne's County, in Equity and by the authority of said Court that the petitioners in addition to their preference claim of \$300.00 for the burial the remains of Nathan Draper, deceased, be allowed the further sum of \$150.00 as a non-preferable claim, subject to the usual exceptions.

Wm. R. HORNEY
Judge

Filed Aug. 4, 1947

AUDIT
Filed Aug. 9, 1947.

CAUSE NUMBER 3512:

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

William Marvin Barton and W. Edward Barton,)
Co-Partners trading as Barton Brothers, Complainants,)
versus)
Lillian M. Stack, Norman A. Draper,)
Et al., Defendants,)

To the Honorable, the Judges of said Court:-

The Report of Madison Brown, your Auditor, unto your Honors respectfully sets forth:-

That the proceedings of above Cause arise under a Bill of Complaint filed by Creditors of one Nathan Draper, deceased, for the sale of the land of Nathan Draper for the payment of debts due by him at the time of his death and for the payment of his funeral expenses, his real estate being the only property left by him available for the payment of the funeral expenses.

It appears from these proceedings that the proceeds of the sale of said Real Estate are more than sufficient to pay all his debts, including his funeral expenses so that there is a balance of the sale made in this cause to be distributed to his heirs-at-law. The within account has been stated by the Auditor at the direction of Richard T. Earle, the Trustee of the Cause.

In the within account said Richard T. Earle as Trustee is charged with the gross amount of the sale of said Real Estate as made by him and then the Auditor has allowed out of the sale of the Real Estate, the following items:

To the Trustee for his commissions for making the sale per rule of Court, the amount of State and County Taxes on the land sold for the year 1946 paid by the Trustee, the Court costs of this Cause, the cost of advertisement of the Order of Publication, the sale made, the notice to Creditors and the several orders Nisi of the Cause, the charges of the Auctioneer for selling the land, the cost of the Trustee's bond, certain taxes on the land sold due to the town Commissioners of Queenstown for 1947 and the fee of the Auditor.

The Auditor has allowed to Barton Brothers, their claim for Funeral Expenses, per order of this Court, to the Town Commissioners of Queenstown taxes on the land sold for 1946 and the Friel Lumber Company is allowed the claim filed by them against Nathan Draper and these claims mentioned herein appear to be the only claims filed against Nathan Draper.

According to the Testimony filed in this Cause Nathan Draper at the time of his death left four sets of heirs, to wit:

The descendants of William Draper, the descendants of William Warner Draper, the descendants of Theodore Berry and the descendants of Addison Berry.

Each set of these heirs is entitled to one-fourth of the net proceeds of the sale made by the Trustee in this Cause and accordingly the Auditor by the within account has distributed the net proceeds of sale to these heirs according to their respective rights as will appear from the itemized account of distribution in this audit among said heirs.

Which is respectfully submitted,

August 8, 1947

Filed Aug. 9, 1947

MADISON BROWN Auditor

CAUSE NUMBER 3512:

The proceeds of the sale of the Real Estate of which Nathan Draper late of Queen Anne's County, deceased, died seised and possessed IN ACCOUNT WITH Richard T. Earle, as the Trustee appointed by the decree filed in this Cause to make said sale.

May 3- 1947

CR.

By amount of the gross sale of said real estate per report of sale filed by the Trustee in this Cause, to wit: sum of \$1,050.00

DR.

To Richard T. Earle, Trustee, for his commissions for making said sale, per rule of Court, the sum of \$ 70.50

To the same Trustee for amount paid by him in settlement of State and County Taxes on the land sold for year 1946, per tax receipt exhibited, the sum of \$ 11.66

To the same Trustee for the Court costs of this Cause, per statement made by Clerk of Court exhibited, as follows, to wit:

Costs of			
Sheriff of Queen Anne's County, . . . . .	\$	.75	
Sheriff of Kent County, . . . . .	\$	.75	
Appearance of Richard T. Earle,	\$	10.00	
Fess of witnesses,	\$	1.50	
Travelling expenses of witnesses,	\$	12.00	
Fee of the Examiner, to take testimony	\$	8.00	
Fees of the Clerk of the Court,	\$	62.40	
Total Costs allowed,	\$	95.40	\$ 95.40

To the same Trustee for costs of Advertising Order of Publication,	\$	27.50	
Advertising sale,	\$	8.75	
Advertising Notice to Creditors,	\$	5.00	
Advertising Order Nisi,	\$	5.00	
		46.25	

Per receipted accounts for same exhibited to the Auditor, the sum of \$ 46.25

To the same Trustee for amount paid J. E. Anthony Auctioneer, for crying the sale made, per his receipted account for same appears, to wit: \$ 35.00

To the same Trustee for the costs of his bond with corporate surety thereon filed in this Cause per receipted account for same exhibited, sum of \$ 20.00

To the same Trustee for part of town taxes for 1947 due to Queenstown's Commissioners on land sold, to be paid by the Trustee per terms of sale, the sum of \$ 5.56

To the same Trustee for the cost of advertising the Order Nisi to be passed as to this audit, sum of \$ 3.50

Amounts carried forward, \$ 287.87 \$1,050.00

Note: The above allowance of \$5.66 includes adjustment of State and County taxes for 1947.

CAUSE NUMBER 3512:

Amounts brought forward from preceding page,	\$	DR. 287.87	CR. \$1,050.00
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DR.

To Madison Brown, Auditor, for stating this account, the sum of 13.50

\$ 301.37

To amount of balance carried down, the sum of \$ 748.63

\$1,050.00 \$1,050.00

CR.

By amount brought down from above, the sum of \$ 748.63

DR.

Distribution to Creditors of Nathan Draper:

To W. Marvin Barton & W. Edward Barton, co-Partners,
trading as Barton Brothers, for the amount allowed
them by the Order of this Court passed in this Cause
August 4th, 1947, for the payment of the funeral
expenses of Nathan Draper, to wit: the sum of \$ 450.00

To Town Commissioners of Queenstown for amount due
Municipal Corporation of Queenstown for taxes due
by Nathan Draper for the year 1946, per claim for
same filed in this Cause, the sum of \$10.88
and interest due thereon of17
total amount allowed, \$11.05 \$ 11.05
per claim filed by said Town Commissioners
in this Cause.

To Friel Lumber Company for the amount of their
claim against Nathan Draper at the time of his
death, per claim filed by them in this Cause, the
sum of \$ 11.21

Amount of Claims allowed, \$ 472.26

To amount of balance carried forward for distribution,
the sum of 276.37

\$ 748.63 \$ 748.63

CAUSE NUMBER 3512:

CR. By balance brought forward, to wit: the sum of \$ 276.37

DR.

DISTRIBUTION AMONG HEIRS-AT-LAW OF NATHAN DRAPER, of above balance:

DISTRIBUTION TO CHILDREN OF WILLIAM DRAPER:

To Lillie M. Stack, 1/5 of 1/4 of said balance, sum of \$ 13.82
To Edward R. Draper, 1/5 of 1/4 of said balance, sum of 13.82
To Norman A. Draper, 1/5 of 1/4 of said balance, sum of 13.82
To Hulda B. Cordray, 1/5 of 1/4 of said balance, sum of 13.82
To William A. Draper, 1/5 of 1/4 of said balance, sum of 13.81

DISTRIBUTION TO DESCENDANTS OF WILLIAM WARNER DRAPER: \$

To Horace Draper, 1/4 of 1/4 of said balance, sum of 17.28
To Loda McCullon, 1/4 of 1/4 of said balance, sum of 17.27
To Marion Lacy, 1/4 of 1/4 of said balance, sum of 17.27
Above named persons are his children.

To William Draper, 1/8 of 1/4 of said balance, sum of \$ 8.63
To Madeline Jones, 1/8 of 1/4 of said balance, sum of 8.64
Above named persons are his grand-children.

DISTRIBUTION AMONG THE CHILDREN OF THEODORE BERRY:

To Helen Thorp, 1/4 of 1/4 of said balance, sum of \$ 17.28
To Raymond Berry, 1/4 of 1/4 of said balance, sum of 17.27
To Oscar Berry, 1/4 of 1/4 of said balance, sum of 17.27
To Minnie Abbott, 1/4 of 1/4 of said balance, sum of 17.27

DISTRIBUTION AMONG THE CHILDREN OF ADDISON BERRY:

To John Berry, 1/2 of 1/4 of said balance, sum of \$ 34.55
To Joseph Berry, 1/2 of 1/4 of said balance, sum of 34.55

To total amount distributed above, sum of \$ 276.37

Amount for distribution from above, \$ 276.37

August 8, 1947

Filed Aug. 9, 1947

MADISON BROWN AUDITOR

NISI RATIFICATION OF AUDIT
Filed August 9, 1947

Nisi Ratification of Audit

William Marvin Barton and W. Edward Barton, Co-Partners trading as Barton Brothers	)	In the Circuit Court
)	
	)	for Queen Anne's County
VS)	
	)	In Equity.
Lillie M. Stack, et al.	)	Cause No. 3512

ORDERED, This 11th. day of August in the year nineteen hundred and forty 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 5th. day of September, 1947; provided a copy of this order be published once a week in each of two successive weeks before the 29th. day of August, 1947, in some newspaper printed and published in Queen Anne's County.

A. SYDNEY GADD Jr. Clerk.

Filed August 9, 1947

EXCEPTIONS TO AUDIT
Filed Oct. 8, 1947.

WILLIAM MARVIN BARTON and W. EDWARD BARTON, Co-Partners trading as Barton Brothers, Complainants,	)	In the Circuit Court for Queen Anne's County in Equity.
)	
VS.)	
LILLIAN M. STACK, NORMAN A. DRAPER, et al., Defendants.	)	Cause No. 3512.

EXCEPTIONS TO AUDIT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Owen C. Tyler, Assignee of Harold Horney, by Gibson and Wood, his solicitors, EXCEPTS to the audit filed in these proceedings on August 9, 1947, for the reasons that:

1. Said Owne C. Tyler is the assignee of Harold Horney of the latter's entire claim, filed in these proceedings after the expiration of the notice to creditors published herein and after the filing of said audit, to wit, on August 26, 1947, for materials furnished and labor performed for Nathan Draper, deceased, in his lifetime, in the total sum of Three Hundred Fifty-seven Dollars and Fifty Cents (\$357.50);
2. That as will appear by reference to said audit, a balance of Two Hundred Seventy-six Dollars and Thirty-seven Cents (\$276.37) is thereby reported as distributable among the heirs of said Nathan Draper, deceased, after allowance of all claims against said decedent which have been filed in these proceedings except for the said claim of Harold Horney, now of Owen C. Tyler, his aforementioned assignee;
3. That said Owen C. Tyler is advised that, in order to enable the Trustee in these proceedings to make payment of any part of his said claim, it will be necessary to refer these proceedings back to the Court Auditor;
4. That said Owen C. Tyler desires to have said proceedings so referred with a direction from this Court requiring said Auditor, provided he finds said claim to be just, to redistribute said sum of Two Hundred Seventy-six Dollars and Thirty-seven Cents (\$276.37) heretofore reported as distributable among the heirs of Nathan Draper, deceased, unto said Owen C. Tyler, Assignee as aforesaid, in partial satisfaction of his aforementioned claim of Three Hundred Fifty-seven Dollars and Fifty Cents (\$357.50);
5. That said Owen C. Tyler is advised that it is necessary and proper that he bear the expense of such partial restatement of said audit, and any other costs incident thereto, and is willing to assume such expense and other costs.
6. And for other reasons to be made known at the hearing.

And as in duty bound, etc.,

GIBSON AND WOOD

By HOWARD WOOD, 3rd.
Solicitors for Owen C. Tyler,
Exceptant.

Filed Oct. 8, 1947

PETITION
Filed Oct. 17, 1947

WILLIAM MARVIN BARTON and
W. EDWARD BARTON, Co-Partners
trading as Barton Brothers,
Complainants,

vs.

LILLIAN M. STACK, NORMAN A.
DRAPER, et al.,
Defendants.

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

Cause No. 3512.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Owen C. Tyler, by Gibson and Wood, his solicitors,
unto Your Honors, respectfully sets forth:

1. That your petitioner filed his exceptions to the Audit heretofore filed in these proceedings on August 9, 1947, said exceptions having been so filed in these proceedings on the 8th day of October, 1947.
2. That your petitioner desires to have a day set for a hearing of the matters and facts set forth in his said exceptions.

Wherefore, your Petitioner prays this Honorable Court to pass its order naming some certain day for a hearing to be held upon said exceptions, after proper notice has been given of the time and purpose of said hearing unto the parties who have answered the bill of complaint originally filed in these proceedings, or who have entered their appearances in these proceedings.

Respectfully submitted,

GIBSON AND WOOD

By HOWARD WOOD 3rd.
Solicitors for Owen C. Tyler.

Filed Oct. 17, 1947.

ORDER OF COURT
Filed Oct. 17, 1947

ORDER OF COURT

The foregoing petition having been read and considered, IT IS ORDERED, this 17th day of October, 1947, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the Exceptions of Owen C. Tyler to the Audit filed in these proceedings on August 9, 1947, be and they are hereby set down for hearing by this Court at 2:00 o'clock P. M. on the 7th day of November, 1947, and it is hereby further ORDERED that the Clerk of this Court shall notify Lillian M. Stack, Huldah B. Cordray, John Berry and Joseph Berry of the time and purpose of said hearing, by mailing forthwith to each of them a copy of said exceptions and of this order.

Wm. R. HORNEY
Judge

Filed Oct. 17, 1947

WILLIAM MARVIN BARTON and
W. EDWARD BARTON, Co-Partners
trading as Barton Brothers,
Complainants,

vs.

LILLIAN M. STACK, NORMAN A.
DRAPER, et al.,
Defendants.

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

Cause No. 3512.

ORDER OF COURT

Upon the Exceptions filed by Owen C. Tyler, Assignee of Harold Horney, to the Auditor's Report and Account heretofore filed in these proceedings on August 9, 1947, no objection having been made to the matters and facts charged in said Exceptions, although notice appears to have been mailed to each of the parties who have answered the bill of complaint originally filed in these proceedings, or who have entered their appearances in these proceedings, as required by the Order of this Court passed on October 17, 1947, IT IS ORDERED, this 8th day of November, 1947, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the aforementioned proceedings be and they are hereby referred to the Auditor of this Court, and said Auditor is hereby directed, provided he finds the claim of Owen C. Tyler, Assignee of Harold Horney, to be just, to redistribute the sum of \$276.37 heretofore reported by him as distributable among the heirs of Nathan Draper, deceased, unto said Owen C. Tyler, Assignee as aforesaid, in partial satisfaction of said claim; and it is further ORDERED that Owen C. Tyler shall bear the expense of such partial restatement of audit and any other expenses incident thereto.

Wm. R. HORNEY
Judge

Filed Nov. 8, 1947

PETITION FOR APPOINTMENT
OF SPECIAL AUDITOR
Filed June 24, 1948.

WILLIAM MARVIN BARTON and
W. EDWARD BARTON, Co-Partners
trading as Barton Brothers,
Complainants,

vs.

LILLIAN M. STACK, NORMAN A.
DRAPER, et al.,
Defendants.

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

Cause No. 3512.

Petition for Appointment of Special Auditor

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Howard Wood, 3rd, regular Auditor of this Court, un-
to your Honors, respectfully sets forth:

That your petitioner considers himself disqualified from stating the
partial restatement of audit required by this Court's order of November 8, 1947, filed
in these proceedings, because your petitioner represents Owen Tyler, Assignee of Harold
Horney, an interested party in these proceedings.

Wherefore, your petitioner prays this Honorable Court to pass an
order designating some suitable person as Special Auditor for the purpose of stating the
said partial restatement of audit.

And as in duty bound, etc.,

Filed June 24, 1948

HOWARD WOOD, 3rd.
Petitioner.

ORDER OF COURT
Filed June 25, 1948

ORDER OF COURT

Upon the foregoing petition, IT IS ORDERED, this 25th day of June,
1948, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said
Court, that B. Hackett Turner, Jr., be and he is hereby appointed to act as Special Audi-
tor in the above entitled proceedings, and the said Special Auditor, upon qualifying as
such by taking the oath required by law, is hereby directed, provided he finds the claim
of Owen C. Tyler, Assignee of Harold Horney, to be duly filed, assigned and undisputed,
to redistribute the sum of \$276.37 heretofore reported by the Auditor's Report and Ac-
count filed in these proceedings on August, 9, 1947 as distributable among the heirs of
Nathan Draper, deceased, unto said Owen C. Tyler, Assignee as aforesaid, in partial satis-
faction of such claim; and it is further ORDERED that the proceedings in this cause be
referred to such Special Auditor upon his qualification as aforesaid for the purpose above
stated, and that Owen C. Tyler shall bear the expense of such partial restatement of audit.

Filed June 25, 1948

Wm. R. HORNEY
Judge.

AUDIT
Filed July 15, 1948

WILLIAM MARVIN BARTON and
W. EDWARD BARTON, Co-Partners,
trading as Barton Brothers,
Complainants,

vs.

LILLIAN M. STACK, NORMAN A.
DRAPER, et al.,
Defendants.

In the Circuit Court
for
Queen Anne's County, in Equity.
Cause No. 3512.

#

To the Honorable, the judges of said Court:-

The Report of B. Hackett Turner, Jr., your Special Auditor appointed in this cause to
distribute a certain part of the Corpus of this estate, to your Honors respectfully shows:

1. That your Special Auditor first qualified as such by taking oath before the Clerk
of this Court as required.
2. That in accordance with the Order of Court appointing him Special Auditor he duly
examined the claim of Owen C. Tyler and from said examination finds that the same was

duly filed in thid cause, that the same was duly assigned by Harold Horney to the said Owen C. Tyler and that is is undisputed in this Cause.

3. That in accordance with the said Order of Court the said Owen C. Tyler was to bear the expenses of such partial re-statement of said audit and since there is not sufficient funds to be distributed to pay the claim of Tyler in full, therefore he allowed Richard T. Earle, Trustee in this cause, all expenses incident to and caused by the delay of the said Owen C. Tyler in the filing of his said claim.

Which is respectfully submitted.

B. HACKETT TURNER Jr.
Special Auditor

Filed July 15, 1948

CAUSE NUMBER 3512

That part or portion of the proceeds of the sale of real estate of which Nathan Draper, late of Queen Anne's County, deceased, died seized and possessed, which by previous audit filed in this Cause was distributed to the HEIRS--AT-LAW of the said Nathan Draper, IN ACCOUNT WITH Richard T. Earle, Trustee, appointed by the Decree filed in this Cause to make said sale.

CR.

By amount of money as shown by said prior audit for distribution to the said Heirs-At-law of the said Nathan Draper, to wit: the sum of . . . \$276.37

DR.

To Richard T. Earle, Trustee for Court Costs incurred in this Cause since the filing of said claim, to wit: the sum of-----\$15.50

To Richard T. Earle, Trustee, for his bond premium from the time of the filing of said claim until the ratification of this audit, due to said Trustee being unable to close this account to wit: the sum of----- 10.00

To The Queenstown News for publication of Nisie Ratification to this Audit, to wit: the sum of ----- 3.50

To B. Hackett Turner, Jr., Special Auditor, for stating this account, to wit: the sum of ----- 4.50

To Owen C. Tyler, Assignee of Harold Horney, on his claim, duly filed and undisputed, to wit: the sum of ----- 242.87

To total amount distributed above, the sum of \$276.37

Amount for distribution from above-----\$276.37

July , 1948
Filed July 15, 1948

B. HACKETT TURNER Jr.
Special Auditor

NISI RATIFICATION OF AUDIT
Filed July 15, 1948

Nisi Ratification of Audit

William Marvin Barton and W. Edward Barton, co-partners, trading as Barton Brothers,	)	In the Circuit Court
	)	For Queen Anne's County
	)	In Equity
VS)	
Lillia M. Stack, Norman A. Draper, et al.	)	Cause No. 3512

ORDERED, This 15th. day of July in the year nineteen hundred and forty 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 14th. day of August, 1948; provided a copy of this order be published once a week in each of two successive weeks before the 7th. day of August, 1948, in some newspaper printed and published in Queen Anne's County.

NELLIE B. WHITELEY Clerk.

Filed July 15, 1948

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Aug. 4, 1948

NISI RATIFICATION OF AUDIT

William Marvin Barton and W.
Edward Barton, co-partners, trading
as Barton Brothers,

vs

Lillia M. Stack, Norman A. Draper, et al.
IN THE CIRCUIT COURT FOR QUEEN ANNE'S
COUNTY IN EQUITY
Cause No. 3512

ORDERED, This 15th day of July in the year nineteen hundred and forty 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 14th day of August, 1948; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of August, 1948, in some newspaper printed and published in Queen Anne's County.

NELLIE B. WHITELEY
Clerk.

True Copy:
Test: NELLIE B. WHITELEY,
Clerk.

Filed July 15, 1948.

The Queenstown News

Queenstown, Md. July 31, 1948

THE QUEENSTOWN NEWS, trading as a co-partnership between Michael W. Aker and George J. Steinfeld, do hereby certify that the Nisi Ratification of Audit in the case of Barton Brothers vs. Lillia M. Stack, Norman A. Draper, et al. Cause No. 3512 a true copy of which is annexed hereto, was published in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, in Queen Anne's county, Maryland, once a week for 2 successive weeks before the 7th day of Aug. 1948, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 23rd day of July 1948

THE QUEENSTOWN NEWS

By GEORGE STEINFELT

Filed Aug. 4, 1948

CERTIFICATE OF PUBLICATION OF NISI
RATIFICATION OF AUDIT.
Filed Aug. 20, 1948.

NISI RATIFICATION OF AUDIT

William Marvin Barton and W. Edward Barton,
Co-Partners Trading as Barton Brothers

VS

Lillie M. Stack, et al.
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
IN EQUITY

Cause No. 3512

ORDERED, This 11th day of August in the year nineteen hundred and forty 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 5th day of September, 1947; provided a copy of this order be published once a week in each of two successive weeks before the 29th day of August, 1947, 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 August 9, 1947.

THE QUEENSTOWN NEWS

Queenstown, Md. Aug. 31, 1947

THE QUEENSTOWN NEWS, trading as a co-partnership between Michael W. Aker and George J. Steinfeld, do hereby certify that the Nisi Ratification of Audit in the case of Marvin Barton and W. Edward Barton co-Partners, Trading as Barton Brothers Vs. Lillie M. Stack, et al. Cause No. 3512 a true copy of which is annexed hereto, was published in THE QUEENSTOWN NEWS, a weekly newspaper printed and published at Queenstown, in Queen Anne's county, Maryland, once a week for 2 successive weeks before the 29 day of Aug. 1947, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 15 day of Aug. 1947

THE QUEENSTOWN NEWS

By GEO. J. STEINFELT

ORDER OF COURT
Filed Aug. 20, 1948

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 20th day of August, 1948, that the Account and Report filed in this Cause by Madison Brown, dated August 9th, 1947, be and the same is hereby finally ratified and confirmed, save and except that part thereof as make distribution to the Heirs-At-Law of Nathan Draper, deceased, and that the within and aforegoing audit be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown in reference to both audits, although notice appears to have been given on each audit in accordance with the previous Orders Nisi in each instance, and the Trustee is directed to make distribution in accordance therewith.

Filed Aug. 20, 1948

Wm. R. HORNEY
Judge

.....
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 this
Twenty Sixth day of May in the year nineteen hundred and forty seven, the following
Bill of Complaint was filed for record, to wit:-

WILLIAM S. EWING,

Complainant,

VS.

HERBERT H. READING, Jr., and
LELIA S. READING, his wife,

WILLIAM C. EWING and
ELLA EWING, his wife,

Defendants.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY No. 3529

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That your Orator, a resident of Queen Anne's County, State of Maryland, and Herbert H. Reading, Jr., a resident of Tampa, State of Florida, and William C. Ewing, a resident of Darby, State of Pennsylvania, are seized in fee simple, in equal shares, as tenants in common, of

ALL that tract of land, farm or part of a tract of land, situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, known as "Oglethorpe", "Hind's Choice", "Sarah's Fancy", or by whatsoever other name it may be called, located on the right or south side of the public road leading from Price Station to Bridgetown, and located also on the right or east side of the public road leading from Centreville to Ingleside, and located in front of the Milton Hunter Home Farm on the Price-Bridgetown stone road, and which farm is bounded by the Roe Farm, the Milton Hunter Farm, the C. S. Thomas Farm, the George Wise Farm and the Samuel Blunt Farm, and containing Two Hundred (200) Acres of land, more or less;

Being the same property conveyed unto one Mary A. Ewing by two deeds of conveyance, viz: Deed from Samuel S. C. Ewing dated April 6, 1869, and recorded among the land records of Queen Anne's County in Liber J. W. No. 1, folio 334; and the other by Deed from Richard Grason, Trustee, dated January 3rd, 1870, and recorded in Liber J. W. #1, folio 554, etc.; and being the same property of which the said Mary A. Ewing died seized and possessed, testate, in the year 1893.

Certified copies of which said deeds are herewith filed as part hereof, marked respectively "Exhibit 1" and "Exhibit 2".

2. That title to the above described real estate was acquired by your Orator and the said Herbert H. Reading, Jr., and William C. Ewing in the following manner, viz:

A. Under the last will and testament of Mary A. Ewing, dated October 9th, 1880, and probated December 12th, 1893, and on record in the Office of the Register of Wills of Queen Anne's County in Will Record Book F. R. No. 1, folio 115, etc., the said Mary A. Ewing devised the above described real estate unto your Orator and Samuel T. Ewing, John H. Ewing, M. Laura V. Ewing (who later intermarried with one Herbert H. Reading, Sr.), Charles H. Ewing and Eugenia Ewing, her children, in equal parts, and share alike, in fee simple; a duly certified copy of which said Will is herewith filed as part hereof, marked "Exhibit 3";

B. That the said Samuel T. Ewing departed this life about the year 1901, intestate, a widower, and leaving no children, but leaving as his next of kin and only heirs at law, the said John H. Ewing, his brother, M. Laura V. Ewing Reading, his sister, Charles H. Ewing, his brother, Eugenia Ewing, his sister, and your Orator, his brother;

C. That the said John H. Ewing departed this life about the year 1905, intestate, a single man, and leaving as his next of kin and only heirs at law the said M. Laura V. Ewing Reading, his sister, Charles H. Ewing, his brother, Eugenia Ewing, his sister, and your Orator, his brother;

D. That Eugenia Ewing departed this life about the year 1924, intestate, a single woman, and leaving as her next of kin and only heirs at law M. Laura V. Ewing Reading, her sister, Charles H. Ewing, her brother, and your Orator, her brother;

E. That M. Laura V. Ewing Reading departed this life, subsequent to the year 1925, a widow, intestate, and leaving surviving her as her only heir at law her son, the said Herbert H. Reading, Jr., whose address is 6220 Bay Shore Boulevard, Tampa, State of Florida;

F. That the said Charles H. Ewing departed this life about the year 1940, intestate, a widower, and leaving surviving him as his only heir at law his son, the said William C. Ewing, whose address is 45 Richfield Road, Darby, State of Pennsylvania.

3. That your Orator is entitled to an undivided one-third part in said real estate.

That the said Herbert H. Reading, Jr., is entitled to an undivided one-third part in said real estate.

That the said William C. Ewing is entitled to an undivided one-third

part in said real estate.

4. 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 said real estate be sold, and the proceeds thereof divided amongst the parties according to their 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 Orator and the said Herbert H. Reading, Jr., and William C. Ewing according to their respective rights and interests.
3. That your Orator may have such other and further relief as his case may require.

MAY IT PLEASE YOUR HONORS to grant unto your Orator the Order of Publication, giving notice to the said Herbert H. Reading, Jr., and Lelia S. Reading, his wife, both adults, and both residing at the address of 6220 Bay Shore Boulevard, Tampa, State of Florida, and unto the said William C. Ewing and Ella Ewing, his wife, both adults, and both residing at the address of 45 Richfield Road, Darby, State of Pennsylvania, all of whom are non-residents of the State of Maryland, of the object and substance of this Bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

And as in duty bound, etc.,

JOHN PALMER SMITH.
Solicitor for Complainant.
Centreville, Maryland.

Filed May 26, 1947

EXHIBIT No. 1
Filed May 26, 1947

Queen Anne's County, to wit: Be it remembered, That on the Sixth day of April in the year Eighteen hundred and Sixty nine, the following Deed was brought to be recorded, to wit:

U.S.	U.S.
Inter, Rev.	Inter. Rev.
S.S.C.E	S.S.C.E.
April 6 1869	April 6 1869
2:00	2:00

This Deed, made this Sixth day of April in the year Eighteen hundred and Sixty nine by Samuel S. C. Ewing of Queen Anne's County in the State of Maryland of the one part, and Mary A. Ewing of the County and State aforesaid of the other part:

WHEREAS the said Samuel S. C. Ewing has heretofore recieved and appropriated the proceeds of the Real Estate of the Said Mary A. Ewing Sold to Bennett Downes and others, and reduced into possession the personal Estate of the Said Mary A. Ewing which she inherited from her father, and used the Same for his own purposes,-- with the agreement and understanding with the Said Mary A. Ewing, that in consideration of said Real Estate So Sold, and Said personal estate So converted to his own use he the said Samuel S. C. Ewing would convey to her the Real Estate herein granted, and which Said promise the Said Samuel by these presents designs to fulfil, Now therefore in consideration of the premises the said Samuel S. C. Ewing doth grant unto the Said Mary A. Ewing and to her heirs and assigns, in fee simple, All that tract or part of a tract of land, Situate lying and being in the third Election District of Queen Anne's County, and upon which he the said Samuel and his family are residing the same being composed of parts of several tracts of land called "Sarahs Fancy" "Okenthorpe" and "Wind Mill", or by whatever other name or names the same may be called, and which is contained within the following metes and bounds, courses and distances to wit: Beginning at an old locust post Standing at the end of the ninth line of "Sarah's Fancy" and runs thence North eight degrees East eight perches, thence North Sixth two degrees West fifty nine perches, thence South Sixty five degrees West fifteen perches, thence South fifty one degrees West forty perches; thence South fifty Eight degrees West twenty-five perches, thence South Seventy Eight degrees West thirty perches, thence South forty five degrees East ninety two perches, thence South forty Six degrees thirty minutes West Seventeen perches and a half perches; thence South Eighteen degrees East five perches, thence South twenty three perches, thence South forty three degrees thirty minutes East eight perches, South thirty Six degrees East ten perches South Six degrees East thirty Seven perches, South Seventy degrees East twelve perches South thirty nine degrees East five perches, South five degrees, West fourteen perches South one degree West fourteen perches, north Sixty nine degrees thirty minutes East thirteen perches, North Sixty one degrees East Seven perches North Eighty degrees, East seven perches, North Sixty Six degrees East thirty three perches and a half perch North forty Seven degrees East nine perches, North Sixty nine degrees East twelve perches, North forty five degrees West ten perches, North fifty degrees East one hundred and Sixty Six perches, thence north fifty Seven degrees West one hundred and thirty Seven perches to the beginning, containing One hundred and ninety nine acres three roods and eleven perches of land, being the same lands which the said Samuel S. C. Ewing purchased of Richard Grason, Trustee, to sell the Real Estate of William Ewing.

Witness my hand and Seal.

TEST:

Samuel S. C. Ewing (SEAL)

A. M. ARLETT

State of Maryland, Queen Anne's Co., to wit

I hereby certify That on this Sixth day of April in the year Eighteen hundred and Sixty nine, before me, the Subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County, personally appeared Samuel S. C. Ewing and acknowledged the foregoing deed to be his act.

A. M. ARLETT J. P.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from Liber J. W. No. 1, folios 334, 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 26th. day of May, in the year nineteen hundred and forty seven.

Seal's
Place,

A. SYDNEY GADD, Jr. Clerk

Filed May 26, 1947

EXHIBIT No. 2
Filed May 26, 1947

Queen Anne's County, to wit: Be it remembered, That on the Eighth day of January, Eighteen hundred and Seventy, the following Deed was brought to be recorded, to wit:

U.S.
Inter. Rev.
R.G.
Jany. 3, 1870
1:00

THIS Deed, made this third day of January in the year Eighteen hundred and Seventy, by Richard Grason, Trustee, Witnesseth:

Whereas by a decree of Queen Anne's County Court, passed on the twenty Second day of July, in the year Eighteen hundred and forty four in the case of William Carnper and Sarah his wife and James Slougher and Mary his wife vs. Barzilla and wife, Samuel Ewing and Margaret Ewing; the said Richard Grason was appointed to sell the land decreed to be Sold, which is hereinafter described, and did sell the same to Samuel S. C. Ewing for the Sum of Seven hundred and fifty dollars, who as fully paid the purchase money therefor; And Whereas the said Samuel S. C. Ewing by deed bearing date the Sixth day of April, Eighteen hundred and Sixty nine, did convey the said Real Estate to Mary A. Ewing as appears by his Deed now of Record in the Clerks Office of Queen Anne's County; and is desirous that the said Richard Grason shall convey the said land so sold to him to her the said Mary A. Ewing. Now therefore in consideration of the premises, the said Richar Grason, Trustee, doth grant unto the said Mary A. Ewing, all the right and title of all the parties to the aforesaid cause, in and to all that tract or parts of tract or parcels of land, lying and being in Queen Anne's County, being parts of "Sarah's Fancy" "Okenthorpe" and "Windmill" or by whatever other name or names the same may be called, Containing One hundred and ninety nine acres, three roods and Eleven perches of land, and particularly described by metes and bounds, courses and distances by the plat and certificate of a H. Mandervill, Surveyor, returned with the Trustee's report of Sales, and filed among the proceedings of the aforesaid cause.

Witness my hand and Seal.

TEST: the interlineation on
Second line having been first
made

RICHD. GRASON (SEAL)

A. W. BATEMAN

State of Maryland, Baltimore County, to wit:

I hereby certify, that on this third day of January in the year Eighteen hundred and Seventy, before me, the Subscriber, Associate Judge of the Circuit Court for Baltimore County, personally appeared Richard Grason (Trustee) and acknowledged the foregoing deed to be his act.

A. W. BATEMAN

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

I Hereby Certify that the foregoing is truly taken and copied from Liber J. W. No. 1, folios 554, 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 26th. day of May, in the year nineteen hundred and forty seven.

A. SYDNEY GADD Jr. CLERK

Seal's
Place

Filed May 26, 1947

EXHIBIT No. 3.
Filed May 26, 1947

In the name of God. Amen,

I, Mary A. Ewing of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory, and understanding do make, publish and declare this to be my last will and testament Item 1st - I do will and devise that all my just debts shall be paid, including costs of administration on my personal estate.

Item 2nd I do give and devise unto my children, Samuel T. Ewing, John H. Ewing, M. Laura V. Ewing, Charles H. Ewing, Eugenia Ewing and William Ewing in equal parts, share and share alike in fee simple (subject as to Samuel T. Ewing, however to the conditions hereinafter named) all my Real Estate situate, lying and being in Queen Anne's County Maryland called "Oglethorpe", "Hind's Choice", and "Sarah's Fancy", or by whatever name the same may be called or known and containing two hundred acres of land, more or less being the tract of land or farm whereon I now reside.

Item 3rd - The conditions of the gift and devise of an undivided share of my Real Estate to my son, Samuel T. Ewing named and referred to in the second and foregoing Item of this Will is: that the said Samuel T. Ewing abides by the terms and provisions of this my last will and testament as to its disposition of my Real Estate, and undertakes in no manner to make any claim or demand against the same whatever. In case he shall undertake to interfere with the dispositions of this my last will and testament or to raise or make any claim or demand of any kind whatsoever against the same, I do hereby revoke the devise in Item No. 2 of this Will to him, and do give and devise said Real Estate in equal parts, share and share alike, in fee simple to my children hereinbefore named (excepting the said Samuel T. Ewing) to wit: John H. Ewing, M. Laura V. Ewing, Charles H. Ewing, Eugenia Ewing and William Ewing

Item 4th As my daughter Emma Hardee has already received what I consider her equivalent or share, I do give and devise her nothing whatsoever.

Item 5 - I do give and devise unto my children Samuel T. Ewing, John H. Ewing, M. Laura V. Ewing, Charles H. Ewing, Eugenia Ewing and William Ewing all the personal property of which I may die possessed and lawfully entitled to, with the same condition annexed to the gift to Samuel T. Ewing as in the case of the Real Estate hereinbefore disposed of, that is, in case he abides by the provisions of this will, he is to have his share, in case he raises any claim against it whatsoever he is to have no share of my personal property, but the whole of it shall go to the other parties named in this Item.

Item 6th Any property in existence properly and legally passing by a Bill of Sale from my deceased husband to the said Samuel T. Ewing, he is of course entitled to, but none other, by virtue of said Bill of Sale.

Item 7th It is my will and desire that my children, to whom I have devised my Real Estate shall continue to hold the same, as long as practicable as tenants in common, and shall sell the same by mutual consent and agreement.

Witness my hand and seal this ninth day of October, eighteen hundred and eighty.

M A Ewing _____ Seal)

Signed, sealed, published and declared as and for her last will and testament by the above named Testatrix Mary A. Ewing, in our presence, and in the presence of each of us, who in her presence and in the presence of each of us and by her request have subscribed our names as witnesses thereto.

A. J. Thawley

W. J. Gillespie

Robert E. Crane

Sworn A. J. Thawley
J. B. Brown Custodian Dec. 5/93
W. J. Gillespie Sworn Dec 7th/93

Queen Anne's County, Sct:-
5th Day of December, A.D. 1893

}
}

Then came Andrew J. Thawley
and W. J. Gillespie, sub

scribing witnesses to the foregoing last Will and Testament of Mary A. Ewing, late of the County aforesaid, deceased, and they made oath on the Holy Evangely of Almighty God 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 at 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 with Robert E. Crane, now deceased, the other subscribing witness; respectively subscribed their names as witnesses to said will, in the presence of each other and in the presence of Robert E. Crane, now deceased, and in the presence of and at the request of the said testatrix.

Cert: per

Finley Roberts
Register of Wills for Queen Anne's
County

Queen Anne's County, Sct:-
5th Day of December, A.D., 1893

}
}

Then came John B. Brown and
made oath on the Holy Evangely

of Almighty God, that he does not know of any other Will or codicil to a Will of the said Mary A. Ewing, late of the County aforesaid, deceased, other than the foregoing instrument of writing, and that the said Will was left in his keeping as Custodian, by the testatrix.

Cert: per

Finley Roberts
Register of Wills 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 MARY A. EWING, late of Queen Anne's County, deceased, as filed and passed in this office on December 12, 1893 and recorded in Liber F. R. No. 1 Folio 115 to 117 in Record Book of WILLS. 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 23rd day of May 1947.

Seal's Place

EDWARD E. COURSEY
Register of Wills for Queen Anne's
County, Maryland

Filed May 26, 1947

ORDER OF PUBLICATION
Filed May 26, 1947.

WILLIAM S. EWING,
Complainant,

vs.

HERBERT H. READING, JR., and
LELIA S. READING, HIS WIFE,

WILLIAM C. EWING and
ELLA EWING, HIS WIFE,
DEFENDANTS.

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

CHANCERY CAUSE No. 3529

ORDER OF PUBLICATION.

The object of this suit is to procure a Decree for the sale of certain property in Queen Anne's County, Maryland, and to distribute the proceeds of sale according to the respective rights and interests of the parties entitled thereto.

The Bill states that William S. Ewing, a resident of Queen Anne's County, Maryland, and Herbert H. Reading, Jr., a resident of Tampa, Florida, and William C. Ewing, a resident of Darby, Pennsylvania, are seized in fee simple, in equal shares, as tenants in common, of All that tract of land in the Sixth Election District of Queen Anne's County, Maryland, known as "Oglethorpe", on the south side of the public road leading from Price to Bridgetown and located also on the east side of the public road leading from Centreville to Ingleside, and containing 200 acres of land, more or less, and being the same property devised by Mary A. Ewing by her will dated October 9th, 1880, probated December 12th, 1893, and recorded in Will Record Book for Queen Anne's County F. R. No. 1, folio 115, etc., unto Samuel T. Ewing, John H. Ewing, M. Laura V. Ewing Reading, Charles H. Ewing, Eugenia Ewing and William S. Ewing, in equal parts, and share alike, in fee simple; and being the same property conveyed to Mary A. Ewing by two deeds of conveyance, one from Samuel S. C. Ewing dated April 6, 1869, recorded in Liber J. W. #1, folio 334, and the other from Richard Grason, Trustee, dated Jan. 3rd, 1870, and recorded in Liber J. W. No. 1, folio 554, etc., both land records of Queen Anne's County, and being the same property of which Mary A. Ewing dies seized and possessed, testate as aforesaid. The Bill further states that said property was devised to her six children by the said Mary A. Ewing as aforesaid and that Samuel T. Ewing dies in the year 1901, a widower, intestate, leaving no children but leaving brothers and sisters; that John H. Ewing, died about the year 1905 a single man, intestate, but leaving brothers and sisters; Eugenia Ewing, who dies in 1924, intestate, a single woman, but leaving brothers and sister; M. Laura V. Ewing Reading who died subsequent to the year 1925, a widow, intestate, leaving a son, the said Herbert H. Reading, Jr., whose address is 6220 Bay Shore Blvd., Tampa, Fla; Charles H. Ewing, who died in 1940, intestate, widower, leaving a son as his only heir at law, William C. Ewing, whose address is 45 Richfield Road, Darby, Penna; that William S. Ewing is the Plaintiff in this case; that the Plaintiff is entitled to an undivided one-third part, of said real estate, that Herbert H. Reading, Jr., is entitled to an undivided one-third part of said real estate, and that William C. Ewing is entitled to an undivided one-third part of said real estate; that said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein, and that, in order to make division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

IT IS THEREUPON, this 26th day of May, 1947, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the Plaintiff by causing a copy of this Order to be inserted in some newspaper printed and published in said Queen Anne's County, Maryland, once in each of four successive weeks before the 27th day of June, 1947, 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 14th day of July, 1947, to show cause, if any they have, why a Decree ought not to be passed as prayed.

A. SYDNEY GADD Jr.
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

Filed May 26, 1947

CERTIFICATE AS TO SERVICE OF ORDER OF
PUBLICATION AND ADMISSION OF SERVICE.
Filed June 6, 1947

STATE OF FLORIDA,)
) TO-WIT:
COUNTY OF HILLSBOROUGH,)

I HEREBY CERTIFY, that on this 4th day of June, 1947, I served a certified copy of the Order of Publication issued in the Cause of William S. Ewing, Complainant, vs. Herbert H. Reading, Jr., and Lelia S. Reading, his wife, and William C. Ewing and Ella Ewing, his wife, Defendants, being Cause No. 3529 in the Circuit Court for Queen Anne's County, in Equity, on HERBERT H. READING, JR., and LELIA S. READING, his wife, by reading the same to each of them and leaving a copy of same with each of them at the Sheriff's Office in the Court House, Tampa, Florida, on the 4th day June, 1947, at the hour of 9:30 o'clock A. M.

WITNESS my hand and seal.

LEO GONZALEZ, D.S. (SEAL)
Deputy Sheriff of Hillsborough
County, Florida.

STATE OF FLORIDA,)
) TO-WIT:
COUNTY OF HILLSBOROUGH,)

We hereby admit to have been served with a certified copy each of the Order of Publication in the above entitled Cause, by having same read to us and to each of us, and a copy of same left with each of us by Leo Gonzalez, Deputy Sheriff, at the time and place as above certified thereto.

Witness our hands and seals this 4th day of June, 1947.

HERBERT H. READING, Jr. (SEAL)
Herbert H. Reading, Jr.

LELIA S. READING (SEAL)
Lelia S. Reading

Filed June 6, 1947

STATE OF FLORIDA,)
) TO-WIT:
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY, that on this 4th day of June, 1947, before me, the Subscriber, a Notary Public of the State of Florida, in and for the County of Hillsborough, duly commissioned and qualified, personally appeared Leo Gonzalez, a Deputy Sheriff of Hillsborough County, Florida, and made oath in due form of law that he served a certified copy of the Order of Publication in the Cause of William S. Ewing, Complainant, Vs. Herbert H. Reading, Jr., and Lelia S. Reading, his wife, and William C. Ewing and Ella Ewing, his wife, Defendnats, being Cause No. 3529, in the Circuit Court for Queen Anne's County, in Equity, by reading the same to the said Herbert H. Reading, Jr., and Lelia S. Reading, his wife, two of the Defendnats, and leaving a copy with each, the service being made at the Sheriff's Office in the Court House, Tampa, Florida, on the 4th day of June, 1947, at 9:30 o'clock A. M.

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

EULALIA PANIELLA
Notary Public.

My commission expires Sept, 10, 1947.

Notary
Public
Seal.

Filed June 6, 1947

WILLIAM S. EWING,
Complainant,

vs.

HERBERT H. READING, JR., and
LELIA E. READING, HIS WIFE,

WILLIAM C. EWING AND ELLA EWING,
HIS WIFE,
DEFENDANTS.

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

CHANCERY CAUSE NO. 3529

ORDER OF PUBLICATION.

The object of this suit is to procure a Decree for the sale of certain property in Queen Anne's County, Maryland, and to distribute the proceeds of sale according to the respective rights and interests of the parties entitled thereto.

The Bill states that William S. Ewing, a resident of Queen Anne's County, Maryland, and Herbert H. Reading, Jr., a resident of Tampa, Florida, and William C. Ewing, a resident of Darby, Pennsylvania, are seized in fee simple, in equal shares, as tenants in common, of All that tract of land in the Sixth Election District of Queen Anne's County, Maryland, known as "Oglethorpe", on the south side of the public road leading from Price to Bridgetown and located also on the east side of the public road leading from Centreville to Ingleside, and containing 200 acres of land, more or less, and being the same property devised by Mary A. Ewing by her will dated October 9th, 1880, probated December 12th, 1893, and recorded in Will Record Book for Queen Anne's County F. R. No. 1, folio 115, etc., unto Samuel T. Ewing, John H. Ewing, M. Laura V. Ewing Reading, Charles H. Ewing, Eugenia Ewing and William S. Ewing, in equal parts, and share alike, in fee simple; and being the same property conveyed to Mary A. Ewing by two deeds of conveyance, one from Samuel S. C. Ewing dated April 6, 1869, recorded in Liber J. W. #1, folio 334, and the other from Richard Grason, Trustee, dated Jan. 3rd, 1870, and recorded in Liber J. W. No. 1, folio 554, etc., both land records of Queen Anne's County, and being the same property of which Mary A. Ewing died seized and possessed, testate as aforesaid. The Bill further states that said property was devised to her six children by the said Mary A. Ewing as aforesaid; and that Samuel T. Ewing died in the year 1901, a widower, intestate, leaving no children but leaving brothers and sisters; that John H. Ewing, died about the year 1905 a single man, intestate, but leaving brothers and sisters; Eugenia Ewing, who died in 1924, intestate, a single woman, but leaving brothers and sister; M. Laura V. Ewing Reading who died subsequent to the year 1925, a widow, intestate, leaving a son, the said Herbert H. Reading, Jr., whose address is 6220 Bay Shore Blvd. Tampa, Fla; Charles H. Ewing, who died in 1940, intestate, widower, leaving a son as his only heir at law, William C. Ewing, whose address is 45 Richfield Road, Darby, Penna; that William S. Ewing is the Plaintiff in this case; that the Plaintiff is entitled to an undivided one-third part of said real estate, that Herbert H. Reading, Jr., is entitled to an undivided one-third part of said real estate, and that William C. Ewing is entitled to an undivided one-third part of said real estate; that said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein, and that, in order to make division of said interest, it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

IT IS THEREUPON, this 26th. day of May, 1947, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the Plaintiff by causing a copy of this Order to be inserted in some newspaper printed and published in said Queen Anne's County, Maryland, once in each of four successive weeks before the 27th. day of June, 1947, 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 14th. day of July, 1947, to show cause, if any they have, why a Decree ought not to be passed as prayed.

A. Sydney Gadd, Jr.
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

True Copy:-

Test:-

A. SYDNEY GADD Jr.
Clerk.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

This is to certify that the foregoing is truly taken and copied from the Original Order of Publication which remains on file in Chancery Cause No. 3529 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 on this 30th day of May, in the year nineteen hundred and forty seven.

A. SYDNEY GADD Jr.
Clerk of Court

Filed June 6, 1947

ANSWER OF WILLIAM C. EWING
AND ELLA C. EWING.
Filed June 6, 1947

WILLIAM S. EWING,
Complainant,

vs.

HERBERT H. READING, Jr., and

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,

Lelia S. Reading, his wife,
William C. Ewing and
Ella Ewing, his wife,

IN EQUITY.
CHANCERY No. 3529.

A N S W E R.

TO THE HONORABLE, the Judges of said Court:

The ANSWER of William C. Ewing and Ella C. Ewing, his wife, both adults, to the Bill of Complaint of William S. Ewing against them and others in this Court exhibited:

These Defendants, both adults, admit the matters and facts set forth in said Bill and do each consent to the passage of such Decree or Order as may be passed in the premises; each Defendant does hereby waive notice of the taking of testimony in this Cause and agree that depositions in said Cause be taken at any time by one of the Standing Examiners of this Court as each does not choose to appear to offer evidence in the premises; and each defendant does hereby submit the papers in this Cause for a Decree forthwith hereby waiving the time within which the evidence shall remain in Court prior to decree.

And as in duty bound, etc.,

Witness to both
signatures:-

FLORENCE E. RAIDSBOUGH

WILLIAM C. EWING.
William C. Ewing.

ELLA C. EWING
Ella C. Ewing.

Filed June 6, 1947

ANSWER OF HERBERT H. READING Jr.
& LELIA S. READING, his wife
FILED June 23, 1947

WILLIAM S. EWING,
Complainant,

VS.

HERBERT H. READING, Jr., and
LELIA S. READING, his wife,

WILLIAM C. EWING and
ELLA EWING, his wife,

) IN THE CIRCUIT COURT
)
) FOR
) QUEEN ANNE'S COUNTY,
)
) IN EQUITY,
)
) CHANCERY No. 3529
)
)
)

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Herbert H. Reading, Jr., and Lelia S. Reading, his wife, both adults, to the Bill of Complaint of William S. Ewing against them and others in this Court exhibited.

These Defendants, both adults, admit the matters and facts set forth in said Bill and do each consent to the passage of such Decree or Order as may be passed in the premises; each Defendant does hereby waive notice of the taking of testimony in this Cause and agree that depositions in said Cause be taken at any time by one of the Standing Examiners of this Court as each does not choose to appear to offer evidence in the premises; and each defendant does hereby submit the papers in this Cause for a Decree forthwith, hereby waiving the time within which the depositions shall remain in Court prior to Decree.

And as in duty bound, etc.,

Witness to both
signatures:

MARGARET E. READING

HERBERT H. READING, Jr.
Herbert H. Reading, Jr.,

LELIA S. READING
Lelia S. Reading.

Filed June 23, 1947

WILLIAM S. EWING,
 VS.
 HERBERT H. READING, ET AL.,

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

Chancery No. 3529.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Your Petitioner, William S. Ewing, by John Palmer Smith, his Solicitor, respectfully shows:

That the family burial ground of the Ewing family and the Reading family is located upon the premises in these proceedings mentioned and described.

That your Petitioner, William S. Ewing, as well as Herbert H. Reading, Jr., one of the defendants in this Cause, would like to have access to said burial ground in order to keep same in shape, erect such appropriate monuments or stones to their loved ones buried therein and from time to time visit said burial ground, and to that end request this Honorable Court in its decree for sale to make provision in said decree for the right of the Ewing and Reading heirs to have access to their family vural ground on said premises.

And as in duty bound, etc.,

JOHN PALMER SMITH
 Solicitor for Petitioner.

Filed with this Petition is a letter dated June 12th, 1947, from Herbert H. Reading, Jr., and his wife, defendants in this Cause, in which letter Mr. Reading sets forth that his sister is buried in the family burial ground as well as his Aunt Eugenia Reading, who is a sister of the Petitioner in this cause.

Filed June 24, 1947

JOHN PALMER SMITH
 Solicitor for Petitioner.

PETITIONER'S EXHIBIT
 Filed June 24, 1947

ROOFING

PAINTING

PLASTERING

H. H. READING
 GENERAL CONTRACTOR
 6220 BAYSHORE BOULEVARD
 PONE W-3971

TAMPA, FLORIDA

June 12th, 1947.

Subject: - Bill of Complaint, William S. Ewing, Chancery # 3529

To:- The Honorable Judges. Circuit Court for Queen Anne's County, Maryland.

GENTLEMEN:-

On June 4th, 1947, my wife, Lelia S. Eading and I accepted Service in the Office of The Sheriff of Hillsborough County, Tampa, Florida of your Order of Publication of Bill of Complaint of William S. Ewing vs Herbert H. Reading and wife Lelia S. Reading. William C. Ewing and Wife Ella Ewing of Darby Penna. Chancery #3529.

We have no objection to the sale of the farm known as Oglethorpe Hinds Choice or what ever name it may be known as and request that the Decree be granted at once.

I am not at this time making any formal andwer to any of the allegations or statements of the Bill of Complaint.

I do request that the family Burying Ground or Grave Yard be Reserved and that access and entrance be open to members of the family at all times so that proper markers and monuments may be erected as members of the family may desire. My sister, Bertha Reading is buried there, as is my Aunt, Eugenia Ewing and my cousins father, Chas. H. Ewing. I expect in the near future to erect proper markers for these graves. Also several generations of the Ewing family are buried there.

After reading a copy of the Will of the late Mary A. Ewing as filed for Probate on December 12th 1893 and Recorded in Will Book F.R. # 1. foloi 115 etc I do not see the need of these proceedings, but if my Uncle, William S. Ewing and my cousin, William C. Ewing and the Law so require I have no objection to the sale of the farm, except that part, the family burying ground.

Respectfully submitted

HERBERT H. READING
 Herbert H. Reading, Referred to
 as Herbert H. Reading Jr.

Filed June 24, 1947.

LELIA S. READING
 Lelia S. Reading, Wife of above.

DECREE FOR SALE.
Filed June 24, 1947.

WILLIAM S. EWING,
VS.

HERBERT H. READING, JR.,
LELIA S. READING, HIS WIFE,
WILLIAM C. EWING AND
ELLA EWING, HIS WIFE,

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

CHANCERY No. _____ 3529.

THIS CAUSE STANDING READY FOR HEARING AND BEING SUBMITTED on Bill and Answers without argument, the Bill of Complaint and other proceedings were read and considered:

IT IS THEREUPON, this 24th day of June, in the year nineteen hundred and forty-seven, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, ADJUDGED, ORDERED AND DECREED, that the real estate described in the above entitled proceedings be sold, with the right of the Ewing and Reading heirs to have access to their family burial ground on said premises.

And that John Palmer Smith, of Centreville, Queen Anne's County, Maryland, be and he is hereby appointed Trustee to make sale thereof; And that the course and manner of his proceeding shall be as follows: He shall, before he proceeds to make such sale, first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, executed by him and a surety or sureties in the penalty of Eight Thousand Dollars if corporate surety, and in double that amount if personal sureties, 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 passed in the premises, which said bond shall be approved by one of the Judges of the said Circuit Court, or by the Clerk of the Circuit Court for Queen Anne's County. The said Trustee shall then proceed to make said sale, having given at least three weeks' previous notice by advertisement inserted in some newspaper or paper printed and published in Queen Anne's County, and such other manner as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One-third of the purchase money to be paid in cash on day of sale, and the balance of the purchase money to be paid in sixty days from the day of sale, or all cash at the option of the purchaser, the credit payment, if any, to bear interest from the day of sale and to be secured by the note of the purchaser with surety or sureties thereon to be approved by the Trustee. That as soon as convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings in the premises, with an affidavit thereto annexed of the truth thereof, and of the fairness of such sale. And on the final ratification thereof, and the full payment of the whole purchase money, and not before, the said Trustee is hereby authorized, by a good and sufficient deed, acknowledged and recorded according to law, to convey to the purchaser, him, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this Cause, but with the right of the Ewing and Reading heirs to have access to their family burial ground on said premises.

And the said Trustee shall bring unto Court the money arising from the sale of the said land and premises, to be distributed under the direction of this Court, after deducting the costs of suit and such commissions to the 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.

And at the time of advertising said sale or sales the said Trustee is directed to give notice to the creditors of the said Mary A. Ewing, Samuel T. Ewing, Eugenia Ewing, M. Laura V. Ewing Reading and Charles H. Ewing, all deceased, to file their claims, with the vouchers thereof, with the Clerk of this Court within ninety (90) days from the date of sale or sales.

Wm. R. HORNEY
Judge.

Filed June 24, 1947

CERTIFIED COPY OF BOND
Filed June 24, 1947.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-Fourth Day of June in the year nineteen hundred and forty-seven, the following BOND was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, John Palmer Smith, of Centreville, Queen Anne's County, Maryland, as Principal, and THE MARYLAND CASUALTY COMPANY, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand (\$8000.00) Dollars, current money of the United States, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 24th day of June, 1947.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 24th day of June, in a Cause pending in said Court in which William S. Ewing is Plaintiff, and Herbert H. Reading, Jr., and others are defendants, the same being Cause No. 3529 in said Court, the said John Palmer Smith was appointed

Trustee to make sale of the real estate mentioned and and described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the above bounden, John Palmer Smith, shall well and faithfully perform the trust reposed in him by said Decree or which may be reposed in him by any future decree or order in the premises, and shall in all respects well and truly execute the duties of such Trustee, then the above obligation to be null and void; otherwise to be and remain in full force and virtue in law.

TEST:-

John Palmer Smith (SEAL)
(John Palmer Smith)

Frances E. Legg

MARYLAND CASUALTY COMPANY

By Dorothy E. Connelly Attorney-in-fact
Dorothy E. Connelly

CORPORATE SEAL

ATTEST:-

Frances E. Legg

And at the foot of the foregoing BOND Appeared the following Endorsement, to wit:

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 A.S.G. Jr. #1, folio 24, 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 Twenty-fourth day of June in the year nineteen hundred and forty seven.

Seal's Place

A. SYDNEY GADD Jr.
CLERK

REPORT OF SALE.
Filed July 22, 1947

WILLIAM S. EWING,

vs.

Herbert H. Reading, Jr.,
et al.,

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

Chancery No. 3529

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Trustee, after complying with all other pre-requisites of the Decree passed in this Cause, and having advertised the real estate mentioned herein for for four successive weeks in The Queen Anne's Record-Observer, before the day of sale, as per certificate of publication of said Notice of Sale, did, on July 22nd, 1947, being Tuesday, July 22nd, 1947, beginning at the hour of 2 o'clock P. M. Eastern Standard Time, attend said sale in Centreville, Queen Anne's County, Maryland, in front of the Court House Door, and after reading said advertisement of sale, he then and there through J. Elmer Anthony, Auctioneer, offered for sale the following real estate, to wit:

ALL that farm known as the "Dr. Laura Reading Farm" "Oglethorpe, "Hind's Choice" and "Sarah's Fancy", situate in the Sixth Election District of Queen Anne's County, Maryland, located on the south side of the State Road leading from Price Station to Bridgetown, and also on the east side of the public road leading from Centreville to Ingleside, and located in front of the Milton Hunter Home Farm, bounded by the Roe Farm, the Milton Hunter Farm, the C. S. Thomas Farm, the Geo. Wise Farm, and the Samuel Blunt Farm, and containing Two Hundred (200) Acres of land, more or less.

And your Trustee sold the above described property unto Owen Oscar Chambers at and for the sum of Eight Thousand Nine Hundred Dollars (\$8,900.00), he being there and then the highest bidder therefor.

Your Trustee further reports that the said Owen Oscar Chambers, the purchaser, has paid the full amount of the purchase price in the sum of \$8,900.00 for said property unto your Trustee.

Respectfully submitted,

JOHN PALMER SMITH.
John Palmer Smith,
Trustee.

Attached hereto:-

Certificate of Notice of Sale advertisement.
Certificate of Auctioneer.

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

I HEREBY CERTIFY, that on this 22nd. day of July, 1947, before the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John Palmer Smith, Trustee in the above entitled 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 that the sale was fairly made.

A. SYDNEY GADD Jr.
Clerk of the Court.

Filed July 22, 1947

FINAL ORDER OF RATIFICATION.

ORDERED, this 25th day of October, in the year nineteen hundred and forty-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 by John Palmer Smith, 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 given as required by the Order Nisi heretofore passed in this Cause, and the said John Palmer Smith, Trustee 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.

Wm. R. HORNEY
Judge.

Filed Oct. 25, 1947.

AUCTIONEER'S CERTIFICATE
Filed July 22, 1947.

Centreville, Maryland.

July 22nd, 1947.

THIS IS TO CERTIFY, that on July 22nd, 1947, beginning at the hour of 2 o'clock P. M., eastern standard time, in front of the Court House Door at Centreville, Queen Anne's County, Maryland, I offered for public sale to the highest bidder All that farm known as the "Dr. Laura Reading Farm", "Oglethorpe", "Hind's Choice" and Sarah's Fancy", situate in the Sixth Election District of Queen Anne's County, Maryland, located on the south side of the State Road leading from Price Station to Bridgetown and also on the east side of the public road leading from Centreville to Ingleside, containing 200 acres of land, more or less., and being the property described in the advertisement and in Chancery Cause No. 3529, and sold the same to Owen Oscar Chambers, for the sum of Eight Thousand Nine Hundred Dollars (\$8,900.00), he being there and then the highest bidder therefor.

J. ELMER ANTHONY
Auctioneer.

Filed July 22, 1947.

CERTIFICATE OF PUBLICATION OF
ADVERTISEMENT OF SALE.
Filed July 22, 1947.

TRUSTEE'S SALE
of the
Dr. Laura Reading Farm Also
Known as
Oglethorpe Farm
200 ACRES

This farm is located 9 miles from Centreville, 3 miles from Price and 3 miles from Bridgetown.

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on June 24th, 1947, in Cause No. 3529 entitled "Wm. S. Ewing vs. Herbert H. Reading, Jr., et al.," the undersigned as Trustee named in said Decree will sell at public sale to the highest bidder in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, July 22, 1947 at 2 o'clock P.M. - E. S. T. the following property, to wit:

All that farm known as the "Dr. Laura Reading Farm", "Oglethrope", "Hind's Choice" and "Sarah's Fancy," situate in the Sixth Election District of Queen Anne's County, Maryland, located on the south side of the State Road leading from Price Station to Bridgetown, and also on the east side of the public road leading from Centreville to Ingleside, and located in front of the Milton Hunter Home Farm, bounded by the Roe Farm, the Milton Hunter Farm, the C. S. Thomas Farm, the Geo. Wise farm, and the Samuel Blunt farm, and containing Two Hundred (200) Acres of land, more or less.

This farm has a nice large dwelling house, barns, stable, sheds and other outbuildings. The farm is splendidly located on a Stone Road, is close to churches, schools and markets, and makes a fine home, with lawn and large shade trees, with fields in proper rotation.

The Decree gives the right of access to the Ewing and Reading heirs to their family burial ground on said farm.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 24th day of June, 1947, in a Cause pending in said Court in which William S. Ewing is Plaintiff and Herbert H. Reading, Jr., and others are defendants, the same being Cause No. 3529, in said Court, the said John Palmer Smith was appointed Trustee to make sale of the real estate mentioned and described in said proceedings, and the penalty of the bond to be filed was Eight Thousand Dollars (\$8,000.00); and

WHEREAS, on July 22nd, 1947, the real estate in said Cause mentioned and described was sold at public auction for the sum of Eight Thousand Nine Hundred Dollars (\$8,900.00), and it is required that an additional bond be given in said Cause for the amount to cover the excess of the purchase money over the original bond, and therefore this bond is given for the additional security.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the above younden, John Palmer Smith, shall well and faithfully perform the trust reposed in him by said Decree or which may be reposed in him by any future decree or order in the premises, and shall in all respects well and truly execute the duties of such Trustee, then the above obligation to be null and void; otherwise to be and remain in full force and virtue in law.

TEST:-

Edward E. Coursey

ATTEST:

Edward E. Coursey

JOHN PALMER SMITH (SEAL)
John Palmer Smith.

MARYLAND CASUALTY COMPANY

By DOROTHY E. CONNOLLY
Attorney-in-fact

(Corporate Seal)

And at the foot of the foregoing Bond is thus endorsed, to wit:

Security approved and Bond filed July 26, 1947.

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 A.S.G. Jr. No. 1, folio 27, 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 on this 26th day of July in the year nineteen hundred and forty seven.

Seal's Place

A. SYDNEY GADD Jr.
Clerk of Circuit Court

CERTIFICATE OF PUBLICATION OF
ORDER NISI.
Filed Oct. 18, 1947.

NISI

William S. Ewing

vs.

Herbert H. Reading, Jr., et al

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

Chancery No. 3529

ORDERED, This 22nd. day of July A.D., 1947, that the sale of real estate made and reported in this case by John Palmer Smith, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd. day of Sept. next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 22nd. day of August next.

The Report states the amount of sales to be \$8,900.00.

A. SYDNEY GADD, JR. Clerk.

Filed: July 22, 1947
True Copy-
Test: A. Sydney Gadd, Jr., Clerk.

4t-8-14

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. October 18, 1947

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Ordered Nisi in the case/estate of William S. Ewing vs. Herbert H. Reading, Jr. et al Chancery No. 3529 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 22nd day of August 1947, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24th day of July 1947, and the last insertion on the 14th day of August 1947.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

FINAL ORDER OF RATIFICATION.
Filed Oct. 25, 1947.

FINAL ORDER OF RATIFICATION.

ORDERED, this 25th day of October, in the year nineteen hundred and forty-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 by John Palmer Smith, 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 given as required by the Order Nisi heretofore passed in this Cause, and the said John Palmer Smith, Trustee 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.

Wm. R. HORNEY
Judge.

Filed Oct. 25, 1947.

AUDIT
Filed Dec. 24, 1947.

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

William S. Ewing, Complainant,	∩	CHANCERY DOCKET,
versus	∩	
	∩	
Herbert H. Reading, Jr. and	∩	CAUSE NO. 3529.
William C. Ewing, Defendants.	∩	

To the Honorable, the Judges of said Court:-

The Report of Madison Brown, your Auditor, unto yours Honors respectfully sets forth:-

- (1) That the Auditor has stated the within audit by the direction of John Palmer Smith, the Trustee making the sale mentioned in these proceedings.
- (2) That the Auditor in this audit has first charged the Trustee with the gross amount of the sale made by him and then has thereout allowed as follows, to wit:
- (3) To the Trustee, the amount due him for his commissions for making the sale per rule of Court, the Court costs of this Cause as taxed by the Clerk of the Court, the costs of his bonds filed in this Cause, cost of advertising the sale and several orders nisi of the Cause, the charge of the Auctioneer for crying the sale, costs paid the Clerk of the Court for recording Releases of three mortgages resting against the land sold but not paid out of the proceeds of the sale, the costs of serving order of publication in lieu of advertisement thereof against Herbert Reading and wife, Defendants, and unto the Auditor his charges for stating this audit.
- (4) The balance of the proceeds of the sale of the Cause remaining after the allowances mentioned above is the net amount due the co-owners of the land mentioned and described in the Bill of Complaint and each co-owner is entitled to one-third part of the net sale.
- (5) These co-owners are William S. Ewing, Complainant, Herbert H. Reading Jr. and William C. Ewing, Defendants, and they each receive one-third of the net sale.

As to the share of William C. Ewing:
One Charles H. Ewing departed this life about the year 1940, intestate and a widower, leaving surviving him as his only heir-at-law, his son, William C. Ewing.
(See Paragraph F of Paragraph 2 of the Bill of Complaint).

It appears to the Auditor that the share of William C. Ewing so inherited from his father now represented by one undivided third part of the net sale is subject to the direct Inheritance Tax of the State of Maryland for this tax was in force in 1940. So the Auditor has charged this share of the net sale distributed to William C. Ewing with the said direct inheritance tax of one per cent and the amount of the tax in the audit is distributed to the Register of Wills to be paid by him to the State of Maryland.

(6) As to the share of Herbert H. Reading Jr.:

According to the Bill of Complaint one Laura V. Ewing Reading "died subsequent to year 1925" a widow and intestate and leaving as her only heir-at-law one son, said Herbert H. Reading Jr., who inherited from his mother one undivided third part of said land.

I did not feel the Bill stated definite information as to date of death of Laura V. Ewing Reading and requested Mr. Smith to give me definite information as to date of her death and he informed me she died in 1940, that is after the Direct Inheritance Tax Law of 1935 went into effect. For this reason I have charged the share of Herbert H. Reading Jr. distributed in this account with the amount of the Direct Inheritance Tax due by him to the State of Maryland on his inheritance from his mother, shown in this account.

(7) As to the share of William S. Ewing:

William S. Ewing at the time of the decree of this cause owned one-third of the land mentioned in the Bill and in this audit he is distributed one-third of the net proceeds of sale subject to whatever inheritance tax he may owe.

Said William S. Ewing took from his mother, Mary A. Ewing under her will one undivided sixth part of the land mentioned and this undivided part he owned when the decree was passed and the same was sold under the decree and is represented by the sum of \$1,369.64, one half of the entire amount distributed in this audit to William S. Ewing and this amount is free from any inheritance tax due under the laws of the State of Maryland. After the death of his mother, William S. Ewing acquired one undivided sixth part of said land by inheritances from his sisters and brothers and this undivided part he owned at the time of the sale of this Cause and the same was sold at the sale of this Cause and the same is represented by the sum of \$1,369.64, one half of the entire amount distributed to William S. Ewing.

The inherited shares were acquired as follows:

In 1901 Samuel Ewing, son of the Testatrix, Mary A. Ewing, died intestate, seised and possessed of one undivided sixth part of the whole farm and leaving as his heirs-at-law, his brothers and sisters, five in number, one of them being the said William S. Ewing, who by this inheritance acquired one undivided thirtieth part of the entire land and this part he owned at the time of the decree of this Cause and the same was included in the sale made.

In 1905 John Ewing, another son of the Testatrix died intestate, seised and possessed of one undivided fifth part of the entire land and leaving as his heirs-at-law, two brothers and two sisters, one of them being said William S. Ewing, the subject of this paragraph.

By this inheritance said William S. Ewing acquired from his brother, John one undivided twentieth part of the entire land. This part he owned at the time of the decree and sale of this Cause and the same was included in the sale of the whole farm.

In 1924, Eugenia Ewing, daughter of the Testatrix, died intestate seised and possessed of one undivided twelfth part of the entire land and leaving as her only heirs-at-law, her sister, Laura Ewing Reading, her brother, Charles Ewing and her brother William S. Ewing, the subject of this paragraph.

By this inheritance the said William S. Ewing acquired one undivided twelfth part of the land sold and this part he owned at the time of the sale of this Cause and the same was included in the whole land sold.

I can find no proceedings in the Orphans' Court of Queen Anne's County to show that the land so left by Samuel Ewing and by John Ewing and by said Eugenia Ewing was ever appraised for the purpose of ascertainment of the Collateral Inheritance Tax due by their heirs nor can I find any record to show that William S. Ewing or any person for him ever paid the Inheritance Taxes due by him on said inheritance.

There is no doubt he owes these taxes and according to the Collateral Inheritance Law and the opinions and rulings of the Attorney General of Maryland, these taxes are still due and owing by him in spite of the lapse of time and omission of necessary appraisements. The Collateral Taxes mentioned, if ascertainable, should be paid by the Trustee selling through this Court of Equity the land mentioned in these proceedings for partition.

Attorney General's Opinions, vol. 20, page 788.

It appears that when Samuel Ewing died and when John Ewing died the rate of the Collateral Inheritance Tax was two and one-half percent of the property subject to the tax and when Eugenia Ewing died the tax rate was five per cent of the property passing.

If \$1,369.64 represents the value of the land sold acquired by the said William S. Ewing by the inheritances mentioned the question is what sum of money should be deducted therefrom as the amount of the Collateral Inheritance Tax yet unpaid on the inheritances by said William S. Ewing

Owing to the lack of the appraisements required for the ascertainment of the tax, the Auditor cannot answer this question and applies to the Court for instructions.

The Auditor feels that it is his duty when papers of an estate in course of administration in this Court come to him for an auditing to make known to the Court questions relating to Collateral Inheritances, hence this Report.

Which is respectfully submitted.

MADISON BROWN
AUDITOR

December 23rd, 1947.

Filed Dec 24, 1947

CAUSE NUMBER 3529:

The Proceeds of the sale of the real estate of William S. Ewing, Herbert H. Reading and William C. Ewing, Co-owners named in the Bill of Complaint filed in the above Cause IN ACCOUNT WITH John Palmer Smith, the Trustee appointed by the decree passed in this Cause to sell said real estate.

CR.

1947, July 22-

By amount of the gross sale of said real estate made this date per report of sale of the Trustee filed in this Cause the same date, to wit: the sum of \$8,900.00

1947, July 22-

DR.

To John Palmer Smith, the Trustee mentioned for his commissions for making the sale mentioned, per the rule of this Court, the sum of \$ 401.00

To the same Trustee for the Court costs of this Cause, per bill of costs taxed by the Clerk of this Court, exhibited to the Auditor, to wit:
Cost due the Register of Wills, \$ 3.50
Appearance fee of J. P. Smith, 10.00
Cost of Clerk of Court, 54.10
Total costs being the sum of \$67.60 \$ 67.60

To the same Trustee for the costs of the two bonds containing corporate surety filed in this Cause paid said corporate surety per account for same receipted, exhibited to the Auditor, the sum of \$ 55.00

To the same Trustee for the costs of advertising in Centreville Newspaper notice of sale and the order nisi passed on report of sale, per account for same receipted, exhibited to the Auditor, sum of \$ 62.63

To the same Trustee for the amount paid by him to J. E. Anthony, Auctioneer crying the sale, per receipted account for the same exhibited to the Auditor, the sum of \$ 50.00

To the same Trustee for costs of releasing three mortgages based on the land sold to clear the title of said land of said mortgages, per receipted bill for the same exhibited to the Auditor, the sum of \$ 2.25

To the same Trustee for the costs of service by a Sheriff of the State of Florida on Herbert Reading and Leila Reading, parties to this Cause or order of publication against them in lieu of publication of said order in newspaper, per Sheriff's receipt for same exhibited to the Auditor, the sum of \$ 6.20

Amounts carried to next page \$ 644.68 \$8,900.00

CAUSE NUMBER 3529:

DR.

CR.

Amounts brought forward, \$ 644.68

\$8,900.00

DR.

To the same Trustee for the costs of advertising the order nisi to be passed in relation to this audit in some weekly newspaper published in Queen Anne's County, the sum of \$ 5.00

To Madison Brown, Auditor, for stating this account \$29.50, and for the cost of three copies of this audit, made for said Trustee at his request, by the Auditor, \$3.00, no allowance having been made in the Clerk's cost for these copies, total to be paid Auditor, the sum of \$ 32.50

	\$ 682.18	
To balance carried down, to wit: the sum of . .	\$8,217.82	
	-----	-----
	\$8,900.00	\$8,900.00

CAUSE NUMBER 3529:
CR.

By balance brought forward for distribution, to wit: \$8,217.82

Distribution of the above balance among the three Co-owners of the land named in the Bill of Complaint, to wit: Herbert H. Reading, William C. Ewing and William S. Ewing will give to each of them \$2,739.27 less the Inheritance Tax due by each of them to the State of Maryland mentioned in the Report attached to this Audit.

DR.

Share of Herbert H. Reading:

To E. E. Coursey, Register of Wills of Queen Anne's County, for the use of the State of Maryland as the Direct Inheritance Tax of one per cent due by said Herbert H. Reading is distributed \$27.39

To Herbert H. Reading, Jr. is distributed balance of his share, to wit: \$2,711.88
\$2,739.27 \$2,739.27

Share of William C. Ewing:

To E. E. Coursey, Register of Wills of Queen Anne's County, for the use of the State of Maryland as the Direct Inheritance Tax of one per cent due by said William C. Ewing, is distributed \$27.39

To William C. Ewing is distributed balance of his share, to wit: \$ 2,711.88
Amounts distributed, \$ 2,739.27 \$2,739.27

Share of William S. Ewing:

To William S. Ewing is distributed the sum of \$2,739.28 subject to the payment thereof by John Palmer Smith, Trustee of this Cause of whatsoever sum of money this Court may find as the amount of the Collateral Inheritance Tax due by him to the State of Maryland on those parts of the land described in the Bill of Complaint inherited by said William S. Ewing from his Collateral relatives.

\$8,217.82	\$8,217.82
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December 23rd, 1947.

MADISON BROWN.
AUDITOR

Filed Dec. 24, 1947

NISI RATIFICATION OF AUDIT
Filed Dec. 24, 1947.

Nisi Ratification of Audit

William S. Ewing	)	In the Circuit Court
)	
VS	)	for Queen Anne's County
)	
Herbert H. Reading, Jr., and	)	In Equity
Lelia S. Reading, his wife, and)	
William C. Ewing and Ella)	
Ewing, his wife.	)	Cause No. <u>3529</u>

ORDERED, This 24th. day of December in the year nineteen hundred and forty 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 23rd. day of January, 1948; provided a copy of this order be published once a week in each of two successive weeks before the 16th. day of January, 1948, in some newspaper printed and published in Queen Anne's County.

NELLIE B. WHITELEY Clerk.

Filed December 24, 1947.

CERTIFICATE OF PUBLICATION
OF NISI RATIFICATION OF AUDIT
Filed Jan. 28, 1948.

Nisi Ratification of Audit

William S. Ewing

vs.

Herbert H. Reading, Jr., and
Lelia S. Reading, he wife, and
William C. Ewing and Ella
Ewing, his wife.

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

Cause No. 3529

ORDERED, This 24th day of Dec. in the year nineteen hundred and forty-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 23rd. day of January, 1948; provided a copy of this order be published once a week in each of two successive weeks before the 16th. day of January, 1948, in some newspaper printed and published in Queen Anne's County.

NELLIE B. WHITELEY, Clerk.

Filed December 24, 1947.
True Copy-
Test: Nellie B. Whiteley, Clerk

2t-1-8

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. January 28 1948

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Ordered Nisi Ratification of Audit in the case/estate of Wm. S. Ewing vs. Herbert G. Reading, Jr. and Lelia S. Reading, his wife, and Wm. C. Ewing and Ella Ewing, his wife a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 16th day of January 1948, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 1st day of January 1948, and the last insertion on the 8th day of January 1948.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed Jan. 28, 1948

By CHARLOTTE M. MEARS

FINAL ORDER RATIFYING AUDIT.
Filed Feb. 3, 1948.

WILLIAM S. EWING,
COMPLAINANT,

VS.

HERBERT H. READING, JR.,
ET AL.,
Defendants.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

Chancery No. 3529.

FINAL RATIFICATION OF AUDIT.

ORDERED, on this 3rd day of February, in the year nineteen hundred

and forty-eight, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that the within and foregoing Report and Account of Madison Brown as the Auditor of this Court, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the Order Nisi heretofore passed in this Cause in relation to said Report and Account, and John Palmer Smith, the party making the sale described in this Cause, be and he is hereby authorized and directed to apply the proceeds of sale in accordance with the Account, plus interest on the direct inheritance tax allowed in the account; but the said John Palmer Smith, Trustee, shall retain from each distributive share the sum of Two Hundred Dollars (\$200.00) pending the ascertainment of the collateral inheritance taxes due, if any, by each of said distributees on the estates of Samuel Ewing, John Ewing and Eugenia Ewing.

Wm. R. HORNEY
Judge.

Filed Feb. 3, 1948

C A U S E N U M B E R 3 5 4 6

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 this Second day of October, in the year nineteen hundred and forty seven, the following ORDER TO DOCKET SUIT was filed for record, to wit:

B. Hackett Turner, Jr. and Edward Turner, Attorneys named in the Mortgage - PLAINTIFFS) In the Circuit Court for Queen Anne's County In Equity.) VS.) Cause No. 3546.) National Small Homes Exposition, Inc.) Mortgagor - DEFENDANT)

TO: A.S. Gadd, Jr., Clerk.

You will docket suit as per the above titling for foreclosure of the following mortgage.

File in the papers of this suit a certified copy of the Purchase Money Mortgage from the National Small Homes Exposition, Inc. to John A. Gardner, which Mortgage bears date September 23, 1946, and is recorded in Liber A.S.G., Jr. #15, folios 169, etc., a Land Record Book for Queen Anne's County, State of Maryland.

Default has occurred in the terms of said Mortgage and this suit is for foreclosure of the Mortgage under the power of sale contained therein.

TURNER & TURNER TURNER & TURNER

Filed Oct. 2, 1947.

Attorneys named in the Mortgage

CERTIFIED COPY OF MORTGAGE Filed Oct. 2, 1947.

#24,712. 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 Twenty Sixth day of September, in the year nineteen hundred and forty six, the following Purchase Money Mortgage was brought to be recorded, to wit:-

THIS PURCHASE MONEY MORTGAGE, made this 23rd day of September in the year nineteen hundred and forty-six, by the National Small Homes Exposition, Inc., a body corporate, duly incorporated under the laws of the District of Columbia;

WHEREAS, the board of directors of the said body corporate, the National Small Homes Exposition, Inc., did, at a special meeting, held at 1712 Rhode Island Avenue, in the city of Washington, District of Columbia, on the 18th day of September, 1946, among other things, resolve, as follows:

"That this corporation borrow of John A. Gardner, of Queen Anne's County, State of Maryland, the sum of Five Thousand Dollars (\$5,000.00), by way of a first 3 1/2%-3-year mortgage on the tract of land or farm of this Corporation, described briefly as All that farm or tract of land situate, lying and being on Kent Island, in what is known as Crab Alley Neck on Long Creek, in the Fourth Election District of Queen Anne's County, State of Maryland; said tract being known as "Eastern Island", binding on the lands of Richard Brown, Lemuel Kirwan, Cleveland Johnson, Peltzer and Owen Ford, also the waters of Long Creek and being described more particularly by metes and bounds, courses and distances in the deed of even date herewith from John A. Gardner and M. Estelle Gardner, his wife to this corporation, containing 9 1/4 acres of land, more or less.

AND WHEREAS, the said John A. Gardner having made said loan, the said body corporate, the National Small Homes Exposition, Inc., is justly indebted unto said John A. Gardner in the full sum of five Thousand Dollars (\$5,000.00);

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the said principal sum of Five Thousand Dollars (\$5,000.00) shall be repaid to the said John A. Gardner at the expiration of three years from the 23rd day of September, 1946, with interest thereon in the meantime, payable semi-annually, from the said 23rd day of September, 1946, at the rate of four and one half per centum (4 1/2%) per annum;

AND WHEREAS, at the time of the making of said loan, it was a condition precedent thereto, that the aforesaid principal sum of Five Thousand Dollars (\$5,000.00) and the interest to accrue thereon as aforesaid, and the prompt payment of same at the times hereinbefore respectively set forth, were to be secured and assured by this mortgage;

NOW, THEREFORE, THIS MORTGAGE 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 body corporate, the National Small Homes Exposition, Inc., does hereby grant and convey unto the said John A. Gardner, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that farm or tract of land situate, lying and being on Kent Island, in what is known as Crab Alley Neck on Long Creek, in the Fourth Election District of Queen Anne's County, State of Maryland; said tract being known as "Eastern Island", binding on the lands of Richard Brown, Lemuel Kirwan, Cleveland Johnson, Peltzer, and Owen Ford, also the waters of Long Creek, containing 9 1/4 acres of land, more or less; being the same land which is more particularly described by metes and bounds, courses and distances by deed of even date herewith which is intended to be filed for record at the same time this mort-

gage is filed for record, in order that said deed may be recorded immediately preceding this mortgage which is given to secure a part of the purchase money paid by the mortgagor to the mortgagee for the land sold under said deed, and herein conveyed as security for the loan; the balance having been paid at the time of the delivery of the deed.

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.

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 body corporate, National Small Homes Exposition, Inc., its successors, heirs, executors, administrators or assigns, shall well and truly pay to the said John A. Gardner, successors executors, administrators or assigns, the aforesaid sum of Five Thousand Dollars (\$5,000.00) when and as the same shall become due and payable as above set forth and the interest to accrue thereon as aforesaid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on its and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said body corporate, National Small Homes Exposition, Inc., its successors, heirs and assigns, shall possess said property.

AND the said body corporate, National Small Homes Exposition, Inc., for itself, its successors 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 of by the said John A. Gardner, 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 any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured hereby shall be due and demandable and to the said John A. Gardner, his successors executors, administrators or assigns, or B. Hackett Turner, Jr. and Edward Turner, of Queen Anne's County, State of Maryland, or either of them, his and their hereby duly constituted attorneys 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 aforesaid, 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, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons 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 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 moneys owing hereunder or secured hereby, whether the same shall have matured or not; and third, the balance to the said body corporate, National Small Homes Exposition, Inc. 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 John A. Gardner, his executors, administrators, successors or assigns, of the said B. Hackett Turner and Edward Turner, or either of them, his and their said Attorneys, shall not be required to receive and accept the principal and interest 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 body corporate, National Small Homes Exposition Inc. itself, its successors, heirs, executors, administrators and assigns, hereby covenants to pay.

AND THIS MORTGAGE FURTHER WITNESSETH, that the said body corporate, National Small Homes Exposition, Inc., has constituted and appointed and does hereby constitute and appoint W. Wadsworth Wood, of the city of Washington, District of Columbia aforesaid, its true and lawful attorney for it, and in its name, and as its act and deed to acknowledge this mortgage before any person having authority in law to take acknowledgements of deeds in order that the same may be recorded.

WITNESS the hand of the said body corporate, the National Small Homes Exposition Inc., by W. Wadsworth Wood, its President, attested by and its seal affixed by Nita R. Day, its Secretary, the day and year first above written.

ATTEST:

NATIONAL SMALL HOMES EXPOSITION, INC.

NITA R. DAY
Nita R. Day
Its Secretary

by W. WADSWORTH WOOD
W. Wadsworth Wood
Its President

Corporate
Seal.

DISTRICT OF COLUMBIA, S S.

I HEREBY CERTIFY that on this 23rd day of September nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared W. Wadsworth Wood, the person named in the power of attorney contained in the foregoing MORTGAGE, and in pursuance of the authority thereby conferred upon him, acknowledged the foregoing MORTGAGE to be the act and deed of the said body corporate, National Small Homes Exposition, Inc.

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

Notary
Public
Seal.

ROBERT Y. TABLER
Notary Public

Com. Exp. 12/14/49

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

I HEREBY CERTIFY that on this 25th day of September nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John A. Gardner, the within named Mortgagee, and made oath in due form of law, that the consideration stated in the foregoing Mortgage is true and bona fide as therein set forth.

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

Notary
Public
Seal.

PAUL B. SMITH
Notary Public.

My Commission Expires May 5th, 1947

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

I hereby Certify that the foregoing is truly taken and copied from Liber A.S.G. Jr. No. 15, folio 169, 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 on this 2nd day of October, in the year nineteen hundred and forty seven.

Seal's
Place.

A. SYDNEY GADD Jr.
Clerk of Circuit Court.

CERTIFIED COPY OF BOND
Filed Oct. 30, 1947

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirtieth day of October, in the year nineteen hundred and forty seven, 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, B. Hackett Turner, Jr., and Edward Turner both of Queen Anne's 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, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND (\$10,000.00) DOLLARS, 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 29th day of OCTOBER, 1947;

WHEREAS, a certain mortgage from the National Small Homes Exposition, Inc., a body corporate, duly incorporated under the laws of the District of Columbia to John A. Gardner, bearing date the 23rd day of September 1946, and recorded in Liber A.S.G. Jr. No. 15, folios 169, etc., a land record book for Queen Anne's County aforesaid, named B. Hackett Turner, Jr. and/or Edward Turner as Attorneys to sell the property described in the aforementioned mortgage in case default occurred in the terms thereof;

AND WHEREAS, the above bounden B. Hackett Turner, Jr. and Edward Turner, as the Attorneys named in said mortgage, are about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default occurred in the terms, conditions and covenants of the said mortgage by reason of the nonpayment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of the 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 B. Hackett Turner, Jr. and Edward Turner, 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:

MARILEE H. THOMPSON

B. HACKETT TURNER JR. (SEAL)
B. Hackett Turner, Jr.

MARILEE H. THOMPSON

EDWARD TURNER (SEAL)
Edward Turner

UNITES STATES FIDELITY AND
GUARANTY COMPANY:

by B. HACKETT TURNER JR.
B. Hackett Turner, Jr.
ITS ATTORNEY-IN-FACT.

ATTEST:

MARILEE H. THOMPSON

Corporate
Seal
Place

And on the back of the foregoing Bond is thus endorsed, to wit:
Security approved and Bond filed Oct 30, 1947. at 9:25 A.M. o'clock.

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 A.S.G. Jr. No. 1, folio 36, a Bond 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 on this 30th day of October, in the year nineteen hundred and forty seven.

A. SYDNEY GADD Jr.
Clerk

STATEMENT OF MORTGAGE DEBT
Filed Nov. 21, 1947.

B. Hackett Turner, Jr. and
Edward Turner, Attorneys named in
the Mortgage - PLAINTIFFS

VS.

National Small Homes Exposition, Inc.
Mortgagor - DEFENDANT

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

Cause No. 3546

STATEMENT OF MORTGAGE DEBT

State of the mortgage debt owing as of the day of sale under the Purchase Money Mortgage from The National Small Homes Exposition, Inc., a body corporate, duly incorporated under the laws of the District of Columbia, bearing date the 23rd day of September, 1946, and recorded in Liber A. S. G. Jr. No. 15, Folio 169, etc., a land record book for Queen Anne's County, State of Maryland

Amount of the Principal Mortgage Debt as evidenced by the original Purchase Money Mortgage attached hereto, to wit:-----\$5,000.00

Amount of Interest on said Mortgage Debt from the 23rd day of March 1947 to the 30th day of October 1947, the date of the sale of the mortgaged property made and reported in this cause. The interest on the said mortgage debt was paid to the mortgagee for the first interest period; that is to say, from the 23rd of September to the 23rd of March 1947, default having occurred in the payment of interest during the second semi-annual interest period; that is, from the 23rd day of March 1947 to the date of sale, to wit:-----\$ 133.75

Amount of premium for an Insurance Policy

on the mortgaged property taken out by the mortgagee, Mr. Gardner, on the 26th day of September 1947, after the mortgagors had allowed the one year policy which they had taken out on September 26, 1946 to expire----- 23.90

Total amount of mortgage debt owing as of the day of sale, the said 30th day of October, 1947, to wit:-----\$5,157.65

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY,

§
§
§

TO WIT:

I HEREBY CERTIFY that on this 21st day of November, 1947, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared B. Hackett Turner, Jr. and Edward Turner, attorneys named in the mortgage, and made oath, in due form of law, that the foregoing STATEMENT OF MORTGAGE DEBT is true, to the best of their knowledge and belief.

Filed Nov. 21, 1947.

A. SYDNEY GADD Jr.
Clerk.

THIS PURCHASE MONEY MORTGAGE, made this 23rd day of September in the year nineteen hundred and forty-six, by the National Small Homes Exposition, Inc., a body corporate, duly incorporated under the laws of the District of Columbia;

WHEREAS, the board of directors of the said body corporate, the National Small Homes Exposition, Inc., did, at a special meeting, held at 1713 Rhode Island Avenue, in the city of Washington, District of Columbia, on the 18th day of September, 1946, among other things, resolve, as follows:

"That this corporation borrow of John A. Gardner, of Queen Anne's County, State of Maryland, the sum of Five Thousand Dollars (\$5,000.00), by way of a first $4\frac{1}{2}\%$ -3-year mortgage on the tract of land or farm of this Corporation, described briefly as All that farm or tract of land situate, lying and being on Kent Island, in what is known as Crab Alley Neck on Long Creek, in the Fourth Election District of Queen Anne's County, State of Maryland; said tract being known as "Eastern Island, binding on the lands of Richard Brown, Lemuel Kirwan, Cleveland Johnson, Peltzer and Owen Ford, also the waters of Long Creek and being described more particularly by metes and bounds, courses and distances in the deed of even date herewith from John A. Gardner and M. Estelle Gardner, his wife to this corporation, containing 94 acres of land, more or less.

AND WHEREAS, the said John A. Gardner having made said loan, the said body corporate, the National Small Homes Exposition, Inc., is justly indebted unto said John A. Gardner in the full sum of Five Thousand Dollars (\$5,000.00);

AND WHEREAS, it is hereby agreed by and between the parties to this mortgage that the said principal sum of Five Thousand Dollars (\$5,000.00) shall be re-paid to the said John A. Gardner at the expiration of three years from the 23rd day of September, 1946, with interest thereon in the meantime, payable semi-annually, from the said 23rd day of September, 1946, at the rate of four and one half per centum ($4\frac{1}{2}\%$) per annum;

AND WHEREAS, at the time of the making of said loan, it was a condition precedent thereto, that the aforesaid principal sum of Five Thousand Dollars (\$5,000.00) and the interest to accrue thereon as aforesaid, and the prompt payment of same at the times hereinbefore respectively set forth, were to be secured and assured by this mortgage;

NOW, THEREFORE, THIS MORTGAGE 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 body corporate, the National Small Homes Exposition, Inc., does hereby grant and convey unto the said John A. Gardner, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that farm or tract of land situate, lying and being on Kent Island, in what is known as Crab Alley Neck on Long Creek, in the Fourth Election District of Queen Anne's County, State of Maryland; said tract being known as "Eastern Island", binding on the lands of Richard Brown, Lemuel Kirwan, Cleveland Johnson, Peltzer, and Owen Ford, also the waters of Long Creek, containing 94 acres of land, more or less; being the same land which is more particularly described by metes and bounds, courses and distances by deed of even date herewith which is intended to be filed for record at the same time this mortgage is filed for record, in order that said deed may be recorded immediately preceding this mortgage which is given to secure a part of the purchase money paid by the mortgagor to the mortgagee for the land sold under said deed, and herein conveyed as security for the loan; the balance having been paid at the time of the delivery of the deed.

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.

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 body corporate, National Small Homes Exposition, Inc., its successors, heirs, executors, administrators or assigns, shall well and truly pay to the said John A. Gardner, successors executors, administrators or assigns, the aforesaid sum of Five Thousand Dollars (\$5,000.00) when and as the same shall become due and payable as above set forth and the interest to accrue thereon as aforesaid when and as the same shall become due and payable as above set forth, and shall per-

form all the covenants, conditions and agreements herein on its and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said body corporate, National Small Homes Exposition, Inc., its successors, heirs and assigns, shall possess said property.

AND the said body corporate, National Small Homes Exposition, Inc., for itself, its successors 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 of by the said John A. Gardner, 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 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 John A. Gardner, his successors executors, administrators or assigns, or B. Hackett Turner, Jr. and Edward Turner, of Queen Anne's County, State of Maryland, or either of them, his and their hereby duly constituted attorneys 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 aforesaid, 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, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers, with security to be approved by the person or persons 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 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 moneys owing hereunder or secured hereby, whether the same shall have matured or not; and third, the balance to the said body corporate, National Small Homes Exposition, Inc. 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 John A. Gardner, his executors, administrators, successors or assigns, or the said B. Hackett Turner and Edward Turner, or either of them, his and their said Attorneys, 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 body corporate, National Small Homes Exposition Inc. for itself, its successors, heirs, executors, administrators and assigns, hereby covenants to pay.

AND THIS MORTGAGE FURTHER WITNESSETH, that the said body corporate, National Small Homes Exposition, Inc., has constituted and appointed and does hereby constitute and appoint W. Wadsworth Wood, of the city of Washington, District of Columbia aforesaid, its true and lawful attorney for it, and in its name, and as its act and deed to acknowledge this mortgage before any person having authority in law to take acknowledgements of deeds in order that the same may be recorded.

WITNESS the hand of the said body corporate, the National Small Homes Exposition Inc., by W. Wadsworth Wood, its President, attested by and its seal affixed by Nita R. Day, its Secretary, the day and year first above written.

ATTEST:

NATIONAL SMALL HOMES EXPOSITION, INC.

NITA R. DAY
Nita R. Day
Its Secretary

by W. WADSWORTH WOOD
W. Wadsworth Wood
Its President

Seal's
Place

DISTRICT OF COLUMBIA, S S.

I HEREBY CERTIFY that on this 23rd day of September nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared W. Wadsworth Wood, the person named in the power of attorney contained in the foregoing MORTGAGE, and in pursuance of the authority thereby conferred upon him, acknowledged the foregoing MORTGAGE to be the act and deed of the said body corporate, National Small Homes Exposition, Inc.

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

Notary
Public
Seal.

ROBERT Y. TABLER
Notary Public

Com Exp 12/14/49

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

I HEREBY CERTIFY that on this 25th day of September nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John A. Gardner, the within named Mortgagee, and made oath in due form of law, that the consideration stated in the afore-going Mortgage is true and bona fide as therein set forth.

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

Notary
Public
Seal.

PAUL B. SMITH
Notary Public

My Commission Expires May 5th, 1947

REPORT OF SALE
Filed Nov. 21, 1947

B. Hackett Turner, Jr. and
Edward Turner, Attorneys named
in the Mortgage - PLAINTIFFS -

VS.

National Small Homes Esposition, Inc.,
Mortgagor, - DEFENDANT.

In The Circuit Court
For
Queen Anne's County,
In Equity

CHANCERY NO. 3546.

REPORT OF SALE

To The Honorable, The Judges of Said Court:
The report of B. Hackett Turner, Jr. and
Edward Turner, Attorneys named in the Mort-
gage, respectfully sets forth:

1. That default having occurred by the mortgagors by reason of the non-payment of the principal mortgage debt secured by said mortgage and by reason of the non-payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof, the said mortgage being as follows, to wit: the mortgage from the National Small Homes Ex-position, Inc. to John A. Gardner, bearing date the 23rd day of September 1946, and re-corded in Liber A. S. G. Jr. No. 15, folio 169, etc. a land record book for Queen Anne's County, State of Maryland, Your Attorneys named in The Mortgage, in execution of the power of sale conferred upon them by said mortgage, did docket suit in this Court for foreclosure of said mortgage and caused to be filed herein a certified copy of said mort-gage and did thereupon proceed to advertise the mortgaged property for sale in the Queen Anne's Record-Observer a weekly newspaper printed and published in Queen Anne's County, Maryland, for more than twenty days prior to the day of sale, all of which will appear by reference to the certificate of publication of said advertisement filed herewith as a part hereof.

2. That on the 30th day of October, 1947, between the hours of two and three o'clock P. M. Your Attorneys named In The Mortgage, having previously filed a bond in this cause in the penalty of TEN THOUSAND DOLLARS (\$10,000.00) with surety duly approved by the Clerk of this Court, did attend in front of the Court House Door in Centreville, Queen Anne's County, Maryland, and did then and there, by virtue and in execution of the said power of sale contained in said mortgage to be exercised in case of default in the terms thereof, default having occurred therein as hereinbefore stated, did proceed to sell the real estate described in and granted by said mortgage that is to say: they then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale and in said mortgage, to wit:

ALL that farm or tract of land situate, lying and being on Kent Is-land, in what is known as Crab Alley Neck, on Long Creek, in the Fourth Election District of Queen Anne's County, State of Maryland; said tract being known as "Eastern Island", binding on the lands of Richard Brown, Lemuel Kirwan, Cleveland Johnson, Peltzer, and Owen Ford, also the waters of Long Creek, containing 94 acres of land, more or less; being the same land which is more particularly described by metes and bounds, courses and distances, by deed dated the 23rd day of September, 1946, and recorded in Liber A. S. G. Jr., No. 15, folio 167, and sold the same to John A. Gardner, of Queen Anne's Coun-ty, aforesaid, at and for the sum of FIVE THOUSAND DOLLARS (\$5,000.00), he being then and there the highest bidder therefor at said sum.

3. That prior to offering the said property for sale, announcement was made by Your Attorneys named In The Mortgage that the purchaser would be given pos-session upon the ratification of the sale by the Court, with the privilege of going on the premises at once to plant such crops as the purchaser might de- desire; that the purchaser would be required to pay all of the State and County taxes levied for the year nineteen hundred and forty-seven; that the fire insurance on the buildings on said farm would be adjusted as of the day of sale; and that all title papers would be at the expense of the purchaser.

4. That the said John A. Gardner has complied with the terms of sale.

RESPECTFULLY SUBMITTED,

B. HACKETT TURNER Jr.EDWARD TURNERATTORNEYS NAMED IN THE
MORTGAGE

This is to certify that on this 21st. day of November 1947 before me, Clerk of the Circuit Court for Queen Anne's County, personally appeared B. Hackett Turner, Jr. and Edward Turner, Attorneys named in The 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 their knowledge and belief and that the sale was fairly made.

Filed Nov. 21, 1947

A. SYDNEY GADD, JR.
CLERK.

ORDER NISI

Filed November 21, 1947.

NISI

B. Hackett Turner, Jr., and
Edward Turner, Attorneys named
in the Mortgage, Plaintiffs

VS.

National Small Homes Exposition,
Inc., Mortgagor,
Defendant

) In the Circuit Court

) for Queen Anne's County

) In Equity

) Chancery No. 3546

ORDERED, This 21st. day of November A.D., 1947, that the sale of real estate made and reported in this cause by B. Hackett Turner, Jr., and Edward Turner, Attorneys be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th. day of January 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 26th. day of December next.

The Report states the amount of sales to be \$5,000.00.

A. SYDNEY GADD Jr. Clerk.

Filed November 21, 1947.

CERTIFICATE OF PUBLICATION OF SALE
Filed Jan. 27, 1948.

MORTGAGE SALE
OF VALUABLE
Water Front Farm
On Kent Island,
Queen Anne's County,
State of Maryland

Default having occurred in the terms of the mortgage given by the National Small Homes Exposition, inc., to John A. Gardner, dated the 23rd of September, 1946 and recorded in Liber A.S.G. Jr., No. 15, Folio 169, etc. a land record book for Queen Anne's County, State of Maryland, The undersigned as Attorneys named in said mortgage, in execution of the power of sale conferred upon them by said mortgage, will sell at public sale to the highest bidder in front of the Court House, in the town of Centreville, Queen Anne's County, state of Maryland, at the hour of two o'clock on Thursday, October 30, 1947 All that farm or tract of land situate, lying and being on Kent Island, in what is known as Crab Alley Neck, on Long Creek, in the Fourth Election District of Queen Anne's County, State of Maryland; said tract being known as "Eastern Island", binding on the lands of Richard Brown, Lemuel Kirwan, Cleveland Johnson, Peltzer, and Owen Ford, also the waters of Long Creek, containing 94 acres of land, more or less; being the same land which is more particularly described by metes and bounds, courses and distances, by deed dated the 23rd day of September, 1946, and recorded in Liber A.S.G., Jr., No. 15, Folio 167, immediately preceding this mortgage.

This property is improved by a large frame dwelling house, a barn and other small outbuildings.

TERMS OF SALE

One-Half of the purchase price will be required in Cash on the day of sale and the balance thereof is to be paid in Cash upon ratification of the Sale by the Court. The purchaser will bear all expenses of title papers and revenue stamps.

Other terms will be announced at time of Sale.

B. HACKETT TURNER, JR.
and EDWARD TURNER,
Attorneys Named In The Mortgage
J. Elmer Anthony, Auctioneer

3t-10-23

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. January 27, 1948

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Mortgage Sale of valuable Water Front Farm on Kent Island, Queen Anne's County, State of Maryland in the case/estate of National Small Homes Exposition Inc. to John A. Gardner a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 30th day of October 1947, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of October 1947, and the last insertion on the 23rd day of October 1947

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By CHARLOTTE M. MEARS

CERTIFICATE OF PUBLICATION OF ORDER NISI
Filed Jan. 27, 1948

NISI

B. Hackett Turner, Jr., and
Edward Turner, Attorneys named
in the Mortgage, Plaintiffs

VS.

National Small Homes Exposition,
Inc., Mortgager, Defendant

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

Chancery No. 3546

ORDERED, This 21st. day of November A.D., 1947, that the sale of real estate made and certified in this cause by B. Hackett Turner, Jr., and Edward Turner, Attorneys, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th. day of January 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 26th day of December next.

The Report states the amount of sales to be \$5,000.00.

A. SYDNEY GADD, JR, Clerk

Filed November 21, 1947.

True Copy

Test: A. Sydney Gadd, Jr.,
Clerk

4t-11-28

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. Jan. 24, 1948

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Ordered Nisi in the case/estate of B. Hackett Turner, Jr. and Edward Turner, Jr. and Edward Turner, Attorneys named in the Mortgage, Plaintiffs VS National Small Homes Exposition Inc. Mortgager, Defendant Chancery No. 3546 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 26th day of January 1948, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6th day

of November 1947, and the last insertion on the 27th day of November 1947

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

Filed Jan. 27, 1948

By CHARLOTTE M. MEARS

FINAL ORDER OF RATIFICATION
Filed Jan. 27, 1948

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 27th day of January, 1948, that the sale of the real estate made and reported in this cause and set forth in the foregoing Report of Sale by B. Hackett Turner, Jr., and Edward Turner Attorneys named in the Mortgage, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding order nisi; and the Attorneys named in the Mortgage are allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for the Auditor.

Filed Jan. 27, 1948

Wm. R. HORNEY
JUDGE.

AUDIT
Filed Feb. 3, 1948.

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

B. Hackett Turner, Jr., Edward Turner	)	CAUSE
Attorneys named in mortgage, Plaintiffs,		
versus	)	NUMBER
National Small Homes Exposition, Inc., . . Defendant.	)	<u>3546</u>

To the Honorable, the Judges of said Court:-

The Report of Madison Brown, your Auditor, unto your Honors respectfully sets forth:-

That by the direction of the Plaintiffs, hereinafter called Vendors, he has stated the annexed account or audit:

That in the annexed audit the Vendors have been charged with the amount of the gross sale made by them, per report filed by them and then the following allowances have been made thereout:

To the Vendors, their commissions for making the sale, the costs of the sale made by them, court costs, auditor's fee, per terms of mortgage, and

To John A. Gardner, the Mortgagee, the net sale, on account of the mortgage claim filed by him;

the net sale not being sufficient to pay his mortgage claim in full,
a statement of the mortgage indebtedness showing amount due after sale is appended.

Which is respectfully submitted,

MADISON BROWN
AUDITOR

February 2nd, 1948

Filed Feb 3, 1948.

CAUSE NUMBER 3546:

The proceeds of the sale of the mortgaged real estate of the National Small Homes Exposition, Inc., Mortgagor, IN ACCOUNT WITH B. Hackett Turner, Jr. and Edward Turner, as Attorneys named in the mortgage, the vendors making the sale of said real estate.

1947
October

CR.

30th By amount of the gross sale of said real estate, made this date, per report of sale filed by said Vendors, to wit: the sum of \$5,000.00

1947
October
30th

DR.

To B. Hackett Turner, Jr. and Edward Turner, the above mentioned vendors, for their commissions for making the said sale per terms of the mortgage, to wit: the sum of	\$ 245.00	
To same vendors, for the cost on premium of the bond filed by them in this cause with corporate surety thereon to be paid to said surety, per account for same exhibited to the Auditor, the sum of	\$ 40.00	
To same Vendors, for the cost of advertising in the newspaper called "The Queen Anne's Record Observer, notice of the sale of the mortgaged land, per account for same ex- hibited to the Auditor, the sum of	\$ 29.75	
To same Vendors, for the cost of advertising in same newspaper the order nisi on the sale mentioned, per account for same exhibited to the Auditor, the sum of	\$ 7.50	
To same Vendors, for the Court costs of this Cause, per bill made out by the Clerk of the Court, exhibited to the Auditor, and as follows: Appearance of Plaintiff's Attorney \$ 10.00 Cost of the Clerk, 18.75 Total of \$ 28.75	\$ 28.75	
To same Vendors, for the charge of J. Elmer Anthony for crying as auctioneer the sale mentioned in these proceedings, per his account for same exhibited to the Auditor appears, to wit: the sum of	\$ 25.00	
To same Vendors, for the costs of advertising the order nisi to be passed as to this audit the sum of	\$ 5.00	
To Madison Brown, Auditor, for stating this account, the sum of	\$ 13.50	
To John A. Gardner, Mortgagee, this balance on account of his mortgage claim as on the day of sale, the balance being insufficient to pay the claim as filed in full, to wit: the sum of	\$4,605.50	
<u>MADISON BROWN Auditor</u>	\$5,000.00	\$5,000.00

STATEMENT OF MORTGAGE DEBT
BASED ON STATEMENT FILED:

National Small Homes Exposition, Inc., Mortgagor,
to

John A. Gardner, Mortgagee,	DR.
To amount of the principal mortgage debt, per mortgage and statement,	\$5,000.00
To amount of the interest on the debt unpaid and in arrear on day of sale,	\$ 133.75
To costs of fire insurance on mortgaged property obtained and paid by mortgagee,	\$ 23.90
	<hr/> \$5,157.65
CR. as of day of sale, of the net sale distributed to John A. Gardner, Mortgagee above	\$4,605.50
To balance due said John A. Gardner, Mortgagee, with interest from October 30, 1947	\$ 552.15

MADISON BROWN
Auditor

February 2, 1948
Filed Feb. 3, 1948

Nisi Ratification of Audit

B. Hackett Turner, Jr., and Edward Turner, Attorneys named in mortgage	)	In the Circuit Court
)	
	)	for Queen Anne's County
)	
VS	)	In Equity
)	
National Small Homes Exposition, Inc.	)	Cause No. <u>3546</u>

ORDERED, This 3rd. day of February in the year nineteen hundred and forty 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 27th. day of February, 1948; provided a copy of this order be published once a week in each of two successive weeks before the 20th. day of February, 1948, in some newspaper printed and published in Queen Anne's County.

NELLIE B. WHITELEY Clerk.

Filed February 3, 1948

AMENDED CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Feb. 6, 1948

NISI

B. Hackett Turner, Jr., and
Edward Turner, Attorneys named
in the Mortgage, Plaintiffs
VS.
National Small Homes Exposition,
Inc., Mortgager, Defendant

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

Chancery No. 3546

ORDERED, This 21st. day of November A.D., 1947, that the sale of real estate made and reported in this cause by B. Hackett Turner, Jr., and Edward Turner, Attorneys, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th. day of January 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 26th day of December next.

The Report states the amount of sales to be \$5,000.00

A. SYDNEY GADD, JR, Clerk

Filed November 21, 1947.

True Copy
Test: A. Sydney Gadd, Jr.,
Clerk

4t-11-28.

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. February 6, 1948

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Ordered Nisi in the case/estate of B. Hackett Turner, Jr. and Edward Turner attorneys named in the Mortgage, Plaintiffs VS National Small Homes Exposition, Inc. Mortgager, Defendant Chancery No. 3546 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 26th day of December 1947, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27th day of November 1947, and the last insertion on the 18th day of December 1947

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By CHARLOTTE M. MEARS

Filed Feb. 6, 1948

Carried forward to folio 620.

CAUSE NO. 3447

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Second day of September, in the year nineteen hundred and forty five, the following Transcript was brought to be recorded, to wit:-

BILL OF COMPLAINT

(Filed Jany. 31, 1857)

Henry W. Archer, Admr.)	
	(
of Thomas Walker)	
	(
vs.	)	In the Circuit Court for
	(
Maria Boyer	)	Kent County
Martha C. Boyer	(
Mary Eugenia Boyer	)	In Equity
Elizabeth Boyer	(

To the Honorable Philemon B. Hopper, Chancellor of the Seventh Judicial Circuit of Maryland:

The Bill of Complaint of Henry W. Archer, Administrator of Thomas Walker, late of Kent County, deceased, respectfully shows to your Honor, that on the sixth day of October in the year eighteen hundred and fifty three, a certain Edward H. Boyer of Kent County by deed of mortgage duly executed and recorded conveyed to said Walker in fee simple a certain tract of land then held and owned by said Boyer situated in Queen Anne's County in the State of Maryland adjoining the lands of Edward Power and others containing two hundred and twenty acres more or less to secure the payment of the sum of two thousand dollars with legal interest due by said Boyer to said Walker as stated in said deed. That there is a condition annexed to said deed by which it is provided that if said Boyer should pay or cause to be paid to said Walker or his assigns the full sum of two thousand dollars with legal interest thereon on or before the sixth day of October in the year eighteen hundred and fifty six, that then the said deed should be null and void. That afterwards and before the payment of said mortgage debt or any part thereof, in August in the year eighteen hundred and fifty four said Walker departed this life and letters of administration upon his estate were duly granted to your Orator by the Orphans' Court of Kent County whereby said mortgage debt became due and payable to your Orator. That afterwards on or about the day of January in the year eighteen hundred and fifty five the said Boyer departed this life intestate leaving a widow named Martha C. Boyer and two minor children named Mary Eugenia and Elizabeth his only heirs at law all of whom reside in Kent County, and that no administration has been granted upon his personal estate. Your Orator further shows that after the execution of said deed of mortgage the said Edward H. Boyer as your Orator has been informed conveyed his equity of redemption in said farm or tract of land to a certain Maria Boyer of Queen Anne's County who now holds and claims the same subject to the payment of said mortgage debt. He further shows to your Honor that the time limited for the payment of said mortgage debt has long since elapsed and charges and avers that no part thereof nor of the interest that has accrued thereon has yet been paid.

To the end therefore that your Orator may have adequate relief in the premises which can only be had in a Court of Equity and that the equity of redemption in said land may be foreclosed and that said lands may be sold under decree of this Honorable Court and the nett proceeds be applied to the payment of said mortgage debt and interest and the costs of this proceeding.

May it please your Honor to grant to Orator writs of Subpoena to said Nartha C. Boyer, Mary Eugenia Boyer and Elizabeth Boyer of Kent County and Maria Boyer of Queen Anne's County to be directed commanding them to appear in this Honorable Court and answer the allegations of the bill and grant to your Orator such other and further relief in the premises as may be consistent with equity and good conscience, and as in duty bound he shall ever pray &c.

Henry W. Archer
Solr. for Compl.

DECREE

(Filed Oct. 20, 1857)

Henry W. Archer, Admr.	)	In the Circuit Court for Kent County
	(
of Thomas Walker	)	in Equity
	(
vs.)	
	(
Maria Boyer)	
Martha C. Boyer	(

This cause standing ready for hearing and being submitted, the Bill and other proceedings were duly read and considered, It is thereupon this 20th day of October 1857 by Philemon B. Hopper, Judge and by the authority of this Court ordered, adjudged and decreed that there is due to the said Complainant upon the mortgage mentioned in said Bill the sum of two thousand four hundred and eighty five dollars, and that unless the said Defendants within ten days from this date pay or cause to be paid to the said Complainant the said sum of money with legal interest thereon from this date until paid and the costs of this suit to be taxed by the Clerk, that land and premises mentioned in the proceedings be sold and that Henry W. Archer be and he is hereby appointed Trustee to make such sale, and that the course and manner of his proceeding shall be as fol-

lows: He shall first file with the Clerk a Bond in the penal sum of five thousand dollars with security approved by me or by the Clerk of this Court with the usual condition there- to annexed for the faithful performance of the trust hereby reposed in him or which may be reposed in him by any future order or decree in the premises, and then proceed to make such sale after having given notice by advertisement published in some newspaper printed in Queen Anne's County once in each of three successive weeks and such other notice as he may deem advisable of the time, place, manner and terms of sale which terms shall be as follows, one third part of the purchase money to be paid in three months, one third in six months and the residue in twelve months after the day of sale, the credit payments to bear interest from the day of sale and be secured by bonds or notes with security approved by the Trustee. And as soon after such sale as practicable the said Trustee shall make report to this Court of all his proceedings in the premises with an affidavit thereto annexed of the truth thereof and of the fairness of the sale. And after the final ratifi- cation of the sale and the payment of the whole purchase money and not before the said trustee is authorized to execute a deed conveying the land so cold by him to the purchaser or purchasers thereof in fee simple.

P.B. Hopper

TRUSTEE'S REPORT

(Filed Dec. 22, 1857)

Henry W. Archer, Admr.) In the Circuit Court for
of Thomas Walker ()
) Kent County
vs. ()
) In Equity
Maria Boyer & others ()

To the Honorable the Judge of this Circuit for Kent County as a Court of Equity:

The Trustee in the above entitled case appointed to make sale of the land and premises mentioned and described in the proceedings respectfully reports that after having given bond with approved security for the faithful performance of the trust reposed in him and having given notice of the time, place, manner and terms of sale as directed by the decree, he offered said land at Public Auction, at the Hotel in Milling- ton on the 3d day of December 1857, and Henrietta Rolph Being then and there the highest bidder, he sold said land with the appurtenances to said Henrietta Rolph for her separate use at and for the sum of twenty one hundred and twenty dollars (\$2120.).

The Trustee further reports that said sale was bona fide and fairly made and the said purchaser has agreed to comply with the terms of sale prescribed by the decree, all of which is respectfully submitted.

Henry W. Archer
Trustee

Henry W. Archer, Admr.) In the Circuit Court for
of Thomas Walker ()
) Kent County
vs. ()
) In Equity
Maria Boyer & others ()

Ordered this 22d day of December 1857 that the sale made and reported by Henry W. Archer, Trustee in the above entitled case be ratified and confirmed unless cuase be shown to the contrary on or before the first day of March next, provided a copy of this order be published in some newspaper printed in Kent County once in each of three successive weeks before the first day of February.

The report states the amount of sale to be \$2120.

Jesse K. Hines
Clerk Circuit Court for Kent Co.

Harford County, to wit:

On this day of December 1857 before the subscriber a Justice of the Peace of the State of Maryland in and for Harford County personally appeared Henry W. Archer and made affidavit that the facts stated in the foregoing report are correct and true to the best of his knowledge and belief.

Sworn before,

Wm. R. Bissell

H. W. Archer, Admr. c.t.a.) In the Cir. Court for
of Thos. Walker ()
) Kent County
vs. ()
) as a Court of Equity July 19, 1858
Maria Boyer & others ()

Ordered that the sale made and reported within be and the same is here- by 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 Trustee is al- lowed for his commissions the sum of Ninety six dollars and sixty cents and for his ex- penses the sum of twenty one dollars and twenty five cents.

Richd. W. Carmichael

State of Maryland, Kent County, to wit:

I hereby certify, that the foregoing is a true copy of the Bill of Complaint, Decree and Report of Sale with final retification thereon in the above entitled cause as the same remains on file and of record in this Court.

In Testimony Whereof, I hereunto set my hand and affix the seal of the Circuit Court for County and State aforesaid, this 20th day of September, 1945.

Seal's Place

ROBERT A. SHALLCROSS
Clerk

Filed Sept. 22, 1945.

