::

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 fifty-three the following Bill of Complaint was filed for record, to wit:

C A U S E N O. 3855

JAMES H. HYNSON
Queen Anne's County,
R.F.D. #1, Box 74
Chestertown, Maryland
Complainant

vs.

WALTER HYNSON
Bridgeport, Connecticut

MATTIE M. DUTTON
Bridgeport, Connecticut

MYRTLE HYNSON
Bridgeport, Connecticut

ESTHER MAY HYNSON
Bridgeport, Connecticut

LOUIS HYNSON
Wilmington, Delaware

LEROY HYNSON
Wilmington, Delaware

EDNA MAXFIELD
Wilmington, Delaware

AND ALL OTHER PERSONS HAVING OR CLAIMING ANY INTEREST IN THE PROPERTY LYING IN THE SEVENTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, ADJOINING THE LANDS OF BOB FERRELL, ASSESSED TO MATTHEW AND JAMES HYNSON IN TWO ASSESSMENTS, (1) IN THE AMOUNT OF THREE HUNDRED FIFTY DOLLARS ($350.00) (2) IN THE AMOUNT OF FOUR HUNDRED FIFTY DOLLARS ($450.00), AND THE UNKNOWN OWNER OF SAID PROPERTY, HIS HEIRS, DEVISEES AND PERSONAL REPRESENTATIVES, AND THEIR OR ANY OF THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, GRANTEES, ASSIGNS, OR SUCCESSOR IN RIGHT, TITLE AND INTEREST
Defendants

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 3855

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, Complaining says:

1. That on the 15th day of May, 1951, at a public tax sale held in front of the Court House, in Centreville, Maryland, your Orator being then and there the highest bidder for the hereinafter described property, was issued two certificates of sale by C. Percy Arrington, then Treasurer and Collector of Taxes for Queen Anne's County, Maryland, a body politic, the same being filed herewith as a part hereof and marked "Complainant's Exhibit A" and "Complainant's ExhibitB".

2. That the land so purchased is described as follows, to wit:

ALL that or parcel of land, situate lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the McGinnes Corner - Murdock public road, in or near the Double Creek Church, adjoining the lands now or formerly of, Clifton Baker, Henry Smith, and Bob Ferrell and the public road aforesaid, containing 12 acres of land, more or less.

3. According to the best information obtainable, and from the examination of title, it appears that James Hynson acquired the undivided one-half interest of George Hynson in said property by virtue of a deed to him from J. William Keith, County Treasurer, dated May 28, 1936, recorded among the Land Records of Queen Anne's County in Liber W. H. C. No. 3-A, folio 97, and an undivided 1/16 interest in the whole as an heir of his father, Matthew Hynson, along with Walter Hynson, Mattie H. Dutton, Myrtle Hynson, Esther May Hunson, Louis Hynson, Leroy Hynson and Edna Maxfield, the remaining heirs at law of Matthew Hynson, who each acquired an undivided 1/16 interest in said tract or parcel of land.

4. That said property has not been redeemed by any part in interest, although more than a year and a day have expired since said sale.

5. That according to the two certificates of sale, the sum of Ninety-Seven Dollar and Sixteen Cents ($97.16) with interest at six percent (6%) per annum from May 15, 1951, in addition to other sums allowable by law, is the amount necessary for the redemption of said lot or parcel of land.

TO THE END THEREFORE:

(1) That this Honorable Court may pass a final decree foreclosing all rights of redemption of the defendants in and to the property above described.

(2) That your Orator may have such other and further relief as his cause may require.

MAY IT PLEASE YOUR HONORS to grant unto your Orator an Order of Publication, giving notice to Walter Hynson, Mattie M. Dutton, Myrtle Hynson, Esther May Hynson, Louis Hynson, Leroy Hynson, Edna Maxfield, and all other persons having or claiming any interest in the property lying in the Seventh Election District of Queen Anne's County, Maryland, adjoining the lands of Bob Ferrell, assessed to Matthew and James Hynson in two Assessments, (1) in the amount of Three Hundred Fifty Dollars ($350.00) (2) in the amount of Four Hundred Fifty Dollars ($450.00), and the unknown owner of said property, his heirs, devisees and personal representatives, and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successor in right, title and interest, or any of them, warning them to be and appear in this Court, in person or by Solicitor, on or before some certain day to be named therein, to answer this Bill, or to redeem the property and abide by and perform such decree as may be passed therein.

And as in duty bound.

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.

Filed April 24, 1953

JOHN PALMER SMITH
John Palmer Smith

CERTIFICATE OF SALE

I. C.P. Arrington, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, hereby certify that on May 15, 1951, I sold to James H. Hynson at public auction for the sum of Fifty-four------Dollars and forty-four Cents, of which Fifty-four and 44/100 Dollars has been paid, the property in the Seventh Election District of Queen Anne's County, Maryland, and described as All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on McGinnis Corner Murdock Road, adjoining the Lands of Bob Ferrell. Assessed value $350.00. Consisting of a lot and buildings, and assessed to Mathew and James Hynson.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, accuring subsequent to the date of sale, must be paid to the Collector before a deed can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within tow years from the date of this certificate.

Witness my hand and seal, this 15th day of May, 1951.

C P. ARRINGTON
Treasurer and Collector

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

I HEREBY CERTIFY, that on this 15- day of May, 1951, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared C. P. Arrington, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's and acknowledge the aforegoing Certificate of Sale to be his act.

Witness my hand and notarial seal.

Notary
Public
Seal

KATHERINE C. O'NEAL
Notary Public
My commission Expires:
May 4, 1953

Filed April 24, 1953

CERTIFICATE OF SALE

I, C.P. Arrington, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, hereby certify that on May 15, 1951, I sold to James H. Hynson at public auction for the sum of Forty-two------ Dollars and seventy-two Cents, of which Forty-two and 72/100 Dollars has been paid, the property in the Seventh Election District of Queen Anne's County, Maryland, and described as All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on McGinnis Corner Murdock Road, adjoining the lands of Bob Ferrell. Assessed value $450.00. Consisting of a lot and buildings, and assessed to James & Mathew Hynson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, accuring subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After May 18, 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 15th day of May, 1951.

C P. ARRINGTON
Treasurer and Collector

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

I HEREBY CERTIFY, that on this 15- day of May, 1951, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared C.P. Arrington, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's and acknowledge the aforegoing Certificate of Sale to be his act.

Witness my hand and notarial seal.

KATHERINE C. O'NEAL
Notary Public
My Commission Expires:

Notary
Public
Seal

May 4-1953

Filed April 24, 1953

TITLE CERTIFICATE

THIS IS TO CERTIFY that I have examined title to all that tract or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, located on the McGinnes-Corner - Murdock Road, adjoining the lands of Bob Ferrell and assessed to Matthew and James Hynson in two assessments of Three Hundred Fifty Dollars and Four Hundred Fifty Dollars, respectively. The period of this examination has been from the 23rd day of August, 1873 to the 23 day of April, 1953. Merchantable fee simple title to the aforesaid lot, lots, parcel or parcels of land appears to be vested in James H. Hynson and the heirs at law of Matthew Hynson, by virtue of the following instruments:

(1) Deed from J. William Keith, County Treasurer, to James H. Hynson, dated the 26th day of May, 1936 and recorded in Liber W.H.C, No. 3A, folio 97, by which deed the grantor conveyed unto the grantee the undivided one-half interest in and to a 12 acre parcel of land in the Seventh Election District of Queen Anne's County, purchased by said grantee at the 1935 tax sale of said property.

(2) Will of Frisby Hynson, dated October, 1908, recorded in Liber R.W.T. No. 1, folio 221, a Will Record Book for Queen Anne's County, which devised the rest and residue of his estate, after a life estate unto his wife, unto his two sons, Matthew Hynson and George A. Hynson, share and share alike.

Title examination fails to disclose an accurate description of the property. The aforesaid deed, W.H.C. No.3A, folio 97, indicates the size of 12 acres, more or less. It appears that a deed from John H. Porter, Administrator, et. al., to Frisby Hynson, dated May 23, 1871, recorded in Liber J.W. No. 4, folio 211, is probably the correct parcel, although the description is incorrect, the description being as follows: "A" tract situate in Double Creek on the road from Duhamel's Corner to Double Creek M.E. Church, adjoining the lands of R.A. Gray, Thomas Robinson, et. al., and containing 18½ acres, more or less". By deed dated September 11, 1897, recorded in Liber W.H.C. No. 7, folio 5, Frisby Hynson conveyed a six acre parcel unto John Mitchell, described as follows, to wit:

ALL that tract, lot or parcel of land situate, lying and being in Queen Anne's County aforesaid, described as follows, that is to say: BEGINNING for the same at a Hickory tree at the Southernmost point of the land hereby intended to be conveyed, and running thence North 85½ degrees West 10.25 chains to a stone on the West side of the public road leading into McGinnis, thence north 8½ degrees West 1.95 chains to a stone on the East side of said road, thence North 74 degrees East 13 chains to a stone, thence North 44 degrees East 5.15 chains to a stone, thence South 35½ degrees West 9.85 chains to the front of beginning, containing six (6) acres of land, be the same, more or less, and situate in the Seventh Election District of Queen Anne's County aforesaid, adjoining the lands of Frisby Hynson, John Blackstone and others.

It appears reasonable to assume this parcel formed a part of the 18½ acre tract above described, leaving a total of 12 acres, more or less, as called in the deed to James Hynson from J. William Keith, County Treasurer.

The records of the office of the Clerk of the Circuit Court and the Register of Wills for the County aforesaid reveal no further instruments affecting title to the subject of this search.

That the said Matthew Hynson departed this life in Queen Anne's County sometime in the year 1942, intestate, survived by James H. Hynson , of Queen Anne's County, Walter Hynson, Mattie H. Dutton, Myrtle Hynson, of Bridgeport, Connecticut, and Louis Hynson, Leroy Hynson, and Edna Maxfield, of Wilmington, Delaware, according to information received from James H. Hynson.

That the interest of James H. Hynson is subject to a judgment lien arising from Law No. 396, entitled Rynear W. Slaughter vs. James Hynson and Dorothy Hynson, dated June 23, 1951, in the amount of $664.25, with interest from date, costs of suit and attorney's commissions of $32.31.

That your affiant has neither learned or heard of any other claimants to the aforesaid property.

Given under my hand this 23 day of April, 1953.

VACHEL A. DOWNES JR.
JOHN PALMER SMITH
Attorney at Law

Subscribed and sworn before me this 24th day of April, 1953.

Notary
Public
Seal.

DORIS L. DILLEHUNT
NOTARY PUBLIC

Filed April 24, 1953

Order of Publication
Filed April 24, 1953

JAMES M. HYNSON
Queen Anne's County,
R.F.D. #1, Box 74
Chestertown, Maryland
Complainant

vs.

WALTER HYNSON
Bridgeport, Connecticut

MATTIE H. DUTTON
Bridgeport, Connecticut

MYRTLE HYNSON
Bridgeport, Connecticut

ESTHER MAY HYNSON
Bridgeport, Connecticut

LOUIS HYNSON
Wilmington, Delaware

LEROY HYNSON
Wilmington, Delaware

LEROY HYNSON
Wilmington, Delaware

EDNA MAXFIELD
Wilmington, Delaware

AND ALL OTHER PERSONS HAVING OR CLAIMING ANY INTEREST IN THE PROPERTY LYING IN THE SEVENTH ELECTION DISTRICT OF QUEEN ANE'S COUNTY, MARYLAND, ADJOINING THE LAND OF BOB FERRELL, ASSESSED TO MATTHEW AND JAMES HYNSON IN TWO ASSESSMENTS, (1) IN THE AMOUNT OF THREE HUNDRED FIFTY DOLLARS ($350.00) (2) IN THE AMOUNT OF FOUR HUNDRED FIFTY DOLLARS ($450.00), AND THE UNKNOWN OWNER OF SAID PROPERTY, HIS HEIRS, DEVISEES AND PERSONAL REPRESENTATIVES, AND THEIR OR ANY OF THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, GRANTEES, ASSIGNS, OR SUCCESSOR IN RIGHT, TITLE AND INTEREST
Defendants

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 3855

* * * * * * * * * * * * * * *

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property, assessed to Matthew and James Hynson in two assessments, situate in the Seventh Election District of Queen Anne's County, Maryland, and sold by C. Percy Arrington, then Treasurer and Collector of Taxes for the County aforesaid, a body politic, to James H. Hynson, Complainant, which said property is more particularly described as follows, to wit:

ALL that lot or parcel of land, situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the McGinnes Corner - Murdock public road, in or near the Double Creek Church, adjoining the lands now, or formerly of, Clifton Baker, Henry Smith, and Bob Ferrell and the public road aforesaid, containing 12 acres of land, more or less, consisting of a lot assessed to Matthew and James Hynson in two assessments, (1) in the amount of Three Hundred Fifty Dollars($350.00) and (2) in the amount of Four Hundred Fifty Dollars ($450.00).

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day have expired since said sale.

IT IS THEREUPON, this 24th day of April, 1953, by the Circuit Court for Queen Anne's County, In Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Queen Anne's County, once a week, for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 25th day of June, 1953, and redeem the property assessed to Matthew and James Hynson, and answer the Bill of Complaint, or thereafter a final decree will be rendered, foreclosing all rights of redemption in the property, and vesting in the Complainant, a title, free and clear of all encumbrances.

Wm. R. HORNEY
Judge

Filed April 24, 1953

ORDER OF PUBLICATION
Filed Mar. 3, 1954

ORDER OF PUBLICATION

James H. Hynson,
Queen Anne's County,
R.F.D. No. 1, Box 74,
Chestertown, Maryland.

Vs.

Walter Hynson
Bridgeport, Connecticut,

Mattie H. Dutton,
Bridgeport, Connecticut,

Myrtle Hynson,
Bridgeport, Connecticut,

Esther May Hynson,
Bridgeport, Connecticut,

Louis Hynson,
Wilmington, Delaware,

Leroy Hynson,
Wilmington, Delaware,

Edna Maxfield,
Wilmington, Delaware,

All all other persons having or claiming any interest in the property lying in the Seventh Election District of Queen Anne's County, Maryland, adjoining the lands of Bob Ferrell, assessed to Matthew and James Hynson in two assessments, (1) in the amount of three hundred and fifty dollars ($350.00) (2) in the amount of four hundred and fifty dollars ($450.00) and the unknown owner of said property, his heirs, devisees and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns or successor in right title and interest,
Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property, assigned to Matthew and James Hynson in two assessments, situate in the Seventh Election District of Queen Anne's County, Maryland, and sold by C. Percy Arrington, then Treasurer and Collector of Taxes for the County aforesaid, a body politic, to James H. Hynson, Complainant, to which said property is more particularly described as follows, to wit:

All that lot or parcel of land, situate, lying and being in the Seventh Election District of Queen Annes County, State of Maryland, on the McGinnes Corner-Murdock public road, in or near the Double Creek Church, adjoining the lands now, or formerly of, Clifton Baker, Henry Smith, and Bob Ferrell and the public road aforesaid containing 12 acres of land, more or less, consisting of a lot assessed to Matthew and James Hynson in two assessements, (1) in the amount of three Hundred Fifty Dollars $350.00) and (2) in the amount of Four Hundred Fifty Dollars ($450.00)

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day have expired since said sale.

IT IS THEREUPON, this 24th day of April, 1953, by the Circuit Court for Queen Anne's County, In Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Queen Anne's County once a week, for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 25th day of June, 1953, and redeem the property assessed to Matthew and James Hynson, and answer the Bill of Complaint, or thereafter a final decrees will be rendered, foreclosing all rights of redemption in the property, and vesting in the Complainant, a title, free and clear of all encumbrances.

WM. R. HORNEY
Judge

True Copy:
Test:

T. SORDEN PIPPIN,
Clerk

Filed April 24, 1953

THE QUEENSTOWN NEWS

Queenstown, Md. June 10, 1953,

THE QUEENSTOWN NEWS, and George J. Steinfelt, do hereby certify that the Order of Publication in the case of James H. Hynson, Chestertown, Md., Vs. Walter Hynson, Brigeport, Conn., Etc., Cause No. 3855 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 30th day of May, 1953, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 1st day of May 1953

THE QUEENSTOWN NEWS
By GEORGE J. STEINFELT.

Filed Mar. 3, 1954

DECREE

Filed March 8, 1954

JAMES H. HYNSON
vs.
WALTER HYNSON, et. al.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 3855

* * * * * * * * * *

DECREE

It appearing that the defendants and all persons claiming through or under them, having been duly summoned or notified by Order of Publication to appear and answer the Bill of Complaint filed in this Cause on or before the 25th day of June, 1953, and it further appearing that no such person has appeared and answered, and this cause having been submitted and the proceedings herein having been read and considered, IT IS THEREUPON this 8th day of March, 1954, by the Circuit Court for Queen Anne's County, in Equity, ORDERED and DECREED that an absolute and indefeasible title, in fee simple, free and clear of all alienations and descents of property occurring prior to this said 8th day of March, 1954, and free and clear of all encumbrances thereon, except taxes accruing subsequent to the date of sale, and such public easements, if any, to which the said property is subject in and to all that lot or parcel of land described in these proceedings, is vested in the Complainant, James H. Hynson.

AND IT IS FURTHER ORDERED by the Circuit Court for Queen Anne's County, in Equity, that Claude Lowery, Treasurer of Queen Anne's County and Collector of Taxes for said County, execute a deed to James H. Hynson, in fee simple, in and to all that said lot or parcel of land described in these proceedings, upon payment to the Collector of the balance of the purchase price due on account of the purchase price of the said property, together with all taxes andinterest and penalties thereon accruing subsequent to the date of sale.

Wm. R. HORNEY
Judge

Filed March 8, 1954

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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 Fifth day of August in the year nineteen hundred and fifty-three, the following Order to Docket Suit was brought to be recorded, to wit:

C A U S E N O. 3873

JOHN PALMER SMITH,	IN THE CIRCUIT COURT
Centreville, Maryland,	FOR
ASSIGNEE,	QUEEN ANNE'S COUNTY,
Vs.	IN EQUITY.
BENJAMIN FRANKLIN MELVIN,	CHANCERY NO. 3873
Centreville, Maryland,	
MARJORIE EMMA MELVIN,	
Easton, Maryland,	
MORTGAGORS,	

*****

To: Mr. T.S. Pippin, Clerk of the Court:

Docket suit forthwith on the Chancery Docket of this Court in accordance with the above titling for the foreclosure of the mortgage hereinafter described, and file in the papers of this suit certified copy of said mortgage and the assignment thereon, to wit:

Purchase Money Mortgage from Benjamin Franklin Melvin and Marjorie Emma Melvin, his wife, to John T. Bishop and Jessie E. Bishop, his wife, dated December 1st, 1943, and recorded in Liber A. S. G. Jr., No. 8, folio 541, etc., a land record book for Queen Anne's County, and assigned at the foot of said mortgage to John Palmer Smith on August 4th, 1953, for collection by foreclosure, or otherwise.

This suit, to be docketed as aforesaid, is for the foreclosure of the above described mortgage under the Power of Sale contained in the said mortgage, default having occurred in the payment of the principal mortgage debt, the interest thereon asprovided for, secured and mentioned insaid mortgage, and the terms, covenants and conditions of the said mortgage therein covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

JOHN PALMER SMITH
John Palmer Smith, Assignee,

Filed Aug. 5, 1953

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

THIS IS TO CERTIFY, that on this 5th day of August, 1953, before the Subscriber, a Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Assignee, of Centreville, Maryland, and made oath in due form of law that Benjamin Franklin Melvin is now a residence of Centreville, Queen Anne's County, Maryland, where he has resided for the past eight years, that he is an ice manufacturer and ice distributor, and is of the approximate age of 38 years, and that he is not now, nor has he been within three months prior hereto, in the military service of the United States of America as defined in The Soldiers' and Sailors' and Sailors' Civil Relief Act of 1940, to the best of his knowledge and belief; and that Marjorie Emma Melvin is now a resident of Easton, Talbot County, Maryland, where she has resided for approximately 2 years, that she is a store clerk, and is of the approximate age of 38 years, and that she is now now, nor has she been within three months prior hereto, in the military service of the United States of America as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, to the best of his knowledge and belief.

T. SORDEN PIPPIN Clerk.

Filed Aug. 5, 1953

Certified Copy of Mortgage
Filed Aug. 5, 1953

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#22,188. Q U E E N A N N E ' S C O U N T Y, T O W I T:
Be it remembered that on the First day of December, in the year nineteen hundred and forty three, the following Mortgage was brought to be recorded, to wit:-

THIS PURCHASE MONEY MORTGAGE, Made this first day of December in the year nineteen hundred and forty-three, by Benjamin Franklin Melvin and Marjorie Emma Melvin, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Benjamin Franklin Melvin and Marjorie Emma Melvin, his wife, are jointly and severally indebted unto John T. Bishop and Jessie E. Bishop, his wife, in the sum of Seven Thousand Dollars ($7,000.00),

representing the unpaid balance of the purchase money for the real estate hereinafter conveyed and described, which said sum of Seven Thousand Dollars is to be repaid, with interest semi-annually, at five per centum per annum, at the expiration of three (3) years from the date of these presents, to secure the payment of which sum with interest as aforesaid, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That, in consideration of the premises and of the sum of One Dollar, the said Benjamin Franklin Melvin and Marjorie Emma Melvin, his wife, do hereby grant and convey unto the said John T. Bishop and Jessie E. Bishop, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, the following described property, to wit:

ALL that lot of ground, part or parcel of a lot or tract of land, known as the "Centreville Ice Company property", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, near and outside the southern limits of the town of Centreville, and located on the east side of the State Road known as "Maryland-U.S. Route 213", leading from Centreville to Easton and opposite the property known as "The Centreville Milling Company, or the "Centreville Flouring Mill", and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at a point on the east side of the aforesaid State Road and running a line 25 feet from the concrete where gasoline pumps are set on and 15 feet from the northeast corner of building, South 66 deg. 30 min. east, 39.6 feet to an iron rod; thence South 31 deg. 30 min. east, 156 feet to an iron pipe, on line of D.D. Taylor land; thence North 37 deg. 15 min. east, 114 feet to a point in the stream or branch; thence North 18 deg. 45 min. west, 296 feet to the east side of bridge on said State Road; thence with the east side of said road South 19 deg. 45 min. west, 243 feet to the place of beginning, containing 31,685 square feet of land, more or less.

Being the same land conveyed unto the Mortgagors by the mortgagees by deed bearing even date herewith and intended to be recorded immediately preceding the recording of these presents.

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 the machinery therein.

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 Mortgagors, their heirs, executors, administrators, or assigns, shall well and truly pay to the said Mortgagees, their executors,administrators or assigns, the aforesaid sum of Seven Thousand Dollars ($7,000.00) 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 therein on his, her or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Mortgagors, their heirs and assigns, shall possess said property.

AND the said Mortgagors, for themselves and for 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 Mortgagees, 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 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 Mortgagees, their executors, administrators or assigns, or JOHN PALMER SMITH 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 or credit, at the option of the person making the sale, the credit payments, if any, to bear interest from date 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 the 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 Mortgagors, 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 Mortgagees, their executors, administrators,

or assigns, or JOHN PALMER SMITH 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 Mortgagors, for themselves and for their heirs, executors, administrators and assigns, hereby covenant to pay.

Witness the hands and seals of the Mortgagors.

TEST as to both Mortgagors.

BENJAMIN FRANKLIN MELVIN (SEAL)
Benjamin Franklin Melvin

DELHA DANCY ROLPH
Delha Dancy Rolph

MARJORIE EMMA MELVIN (SEAL)
Marjorie Emma Melvin

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

I HEREBY CERTIFY, that on this 1st. day of December, 1943, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Benjamin Franklin Melvin and Marjorie Emma Melvin, his wife, and each acknowledged the aforegoing Mortgage to be their respective act and deed.

And at the same time also before me personally appeared John T. Bishop and Jessie E. Bishop, his wife, Mortgagees, and each made oath in due form of law that the consideration stated in the aforegoing Mortgage to be true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

Notary Public Seal.

DELHA DANCY ROLPH
Delha Dancy Rolph

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifth day of August, in the year nineteen hundred and fifty three, the following Assignment was brought to be recorded, to wit:-

The within and aforegoing Mortgage is hereby transferred and assigned unto John Palmer Smith for collection by foreclosure, or otherwise.

Witness our hands and seals this 4th day of August, 1953.

Witness to both signatures:

L. H. MEREDITH
L. H. Meredith

JOHN T. BISHOP (SEAL)
John T. Bishop

JESSIE E. BISHOP (SEAL)
Jessie E. Bishop

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

This is to certify that the aforegoing is truly taken and copied from Liber A.S.G.Jr. No. 8, folios 541 & 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 5th day of August, in the year nineteen hundred and fifty three.

Seal's Place

T. SORDEN PIPPIN
Clerk

Certified Copy of Bond
Filed Aug. 5, 1953

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Fifth day of August, in the year nineteen hundred and fifty-three, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS: That we, John Palmer Smith, of Queen Anne's County, Maryland, and the Glens Falls Indemnity 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 Dollars ($5,000.00), 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 fourth day of August, 1953.

WHEREAS, a certain mortgage from Benjamin Franklin Melvin and Marjorie Emma Melvin, his wife, to John T. Bishop and Jessie E. Bishop, his wife, bearing date the first day of December, 1943, and recorded among the land records of Queen Anne's County, Maryland, in Liber A. S. G. Jr., No. 8, folio 541, etc.,

has been, by assignment duly recorded among the land records aforesaid at the foot of said mortgage and dated August 4th, 1953, duly assigned unto the said John Palmer Smith for the purpose of collection by foreclosure, or otherwise, and which said assignment is dated as aforesaid August 4th, 1953; and

WHEREAS, the above bounden, John Palmer Smith, as the Assignee as aforesaid of the above described mortgage, is about the execute the Power of Sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the payment of the mortgage debt and interest mentioned in, secured by and provided for the terms, covenants and conditions of the said mortgage therein covenanted to be paid by the terms of said mortgage at the times therein provided for the payment thereof.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, John Palmer Smith, does and shall well and faithfully abide by and fully fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property and premises, 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:

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.,

ATTEST:

VACHEL A. DOWNES, JR.
Vachel A. Downes, Jr.

JOHN PALMER SMITH (SEAL)
John Palmer Smith.

GLENS FALLS INDEMNITY COMPANY,

BY L. HERMAN MEREDITH
L. Herman Meredith, Atty. in Fact.

(Corporate Seal)

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed Aug. 5, 1953.

T. SORDEN PIPPIN,
Clerk.

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

This is to certify that the aforegoing is truly taken and copied from Liber A.S.G.Jr. No. 1, folios 367 & etc., a Bond Record Book for Queen Anne's County.

Seal's Place

In Testimony Thereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 5th day of August, in the year nineteen hundred fifty three.

T. SORDEN PIPPIN, Clerk

JOHN PALMER SMITH, ASSIGNEE,

VS.

BENJAMIN FRANKLIN MELVIN

MARJORIE EMMA MELVIN,

MORTGAGORS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY NO. 3873.

****

REPORT OF SALE.

To the Honorable, the Judges of said Court:

THE REPORT of John Palmer Smith, Assignee of a mortgage from Benjamin Franklin Melvin and Marjorie Emma Melvin, his wife, to John T. Bishop and Jessie E. Bishop, his wife, dated December 1, 1943, and recorded among the land records of Queen Anne's County in Liber A.S.G.Jr., No. 8, folio 541, and which mortgage was assigned to John Palmer Smith, Assignee, on the 4th day of August, 1953, for the purpose of foreclosure and collection, said Assignment being recorded among the aforesaid land records at the foot of the aforesaid mortgage record, respectfully shows:

1. That default having been made under said mortgage by reason of the failure of the said Benjamin Franklin Melvin and Marjorie Emma Melvin to pay the principal mortgage indebtedness as and when the same become due and payable, and also by reason of their failure to pay the interest thereon as and when the same became due and payable, the said John Palmer Smith, Assignee, in conformity with the authority and power of sale in said mortgage contained, and after having given bond with security for the faithful performance of his trust, and after giving notice of the time, place, manner and terms of sale by advertisement in the "Queen Anne's Record-Observer", a newspaper printed and published in Queen Anne's County, Maryland, for at least twenty days before the day of sale, your Assignee did, pursuant to said notice, attend in front of the Court House Door in Centreville, Queen Anne's County, Maryland, on Tuesday, September

1st, 1953, beginning at the hour of 1:30 P.M. Daylight Time, and offered the said mortgage real estate at Public Auction and then and there sold the same to Bedford Hackett Turner, Jr., and Linwood Carter Yates, as tenants in common, of Centreville, Maryland, at and for the sum of Three Thousand Eight Hundred and Fifty Dollars ($3,850.00), they being the highest bidders therefor, and which said real estate is described as follows:

ALL that lot of ground, part or parcel of a lot or tract of land, known as the "Centreville Ice Company Property", and the ice manufacturing equipment therein and thereon situate, lying and being in the Town of Centreville, in the southern limts of said Town, in the Third Election District of Queen Anne's County, Maryland, and located on the east side of the State Road knonw as "Maryland-U.S. Route 213" leading from Centreville to Easton and being opposite the property known as "The Centreville Milling Company" or the "Centreville Fouring Mill" and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at a point on the east side of the aforesaid State Road and running a line 25 feet from the concrete where gasoline pumps are set on and 15 feet from the northeast corner of building, South 66 deg. 30 min. east, 39.6 feet to an iron rod; thence South 31 deg. 30 min. east, 156 feet to an iron pipe, on line of D. D. Taylor land; thence North 37 deg. 15 min. east, 114 feet to a point in the stream or branch; thence North 18 deg. 45 min. west, 296 feet to the east side of bridge on said State Road; thence with the east side of said road South 19 deg. 45 min. west, 243 feet to the place of beginning, containing 31,685 square feet of land, mor or less; together with all the ice manufacturing equipment and machinery therein and thereon.

Being the same property conveyed unto Benjamin Franklin Melvin and Marjorie Emma Melvin, his wife, by John T. Bishop and Jessie E. Bishop, his wife, by deed dated December 1st, 1943, and recorded in Liber A. S. G. Jr., No. 8, folio 540.

And your Assignee further reports that the said Bedford Hackett Turner, Jr., and Linwood Carter Yates, the purchasers, have made compliance with the terms of sale by paying the total sum of the purchase money to your Assignee in the sum of $3850.00, and that this payment was made on the day of sale.

Respectfully submitted,

JOHN PALMER SMITH
John Palmer Smith
Assignee.

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

I HEREBY CERTIFY, that on this 10th day of September, 1953, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Assignee of the mortgage mentioned and described in the aforegoing Report of Sale, and made oath in due form of law that the matter and things stated in said aforegoing Report of Sale are true to the best of his knowledge and belief as therein stated and that the sale therein reported was fairly made.

And the said John Palmer Smith further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the Military service filed in this cause on the 5th day of August, 1953, and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

T. SORDEN PIPPIN
Clerk of the Court.

Filed Sept. 10, 1953

Centreville, Maryland.

September 8th, 1953.

I HEREBY CERTIFY, that I did sell at public auction on Tuesday September 1st, 1953, beginning at the hour of1:30 P.M. D.S.T. in front of the Court House Door in the Town of Centreville, Queen Anne's County,Maryland, unto Bedford Hackett Turner, Jr., and Linwood Carter Yates, as tenants in common, both of Centreville, Maryland, they being the highest bidders therefor, at and for the sum of Three Thousand Eight Hundred and Fifty Dollars ($3,850.00) the following described property, to wit:

All that lot of ground, with the improvements and machinery thereon and therein, known as the "Centreville Ice Company Property" located in the Town of Centreville, Maryland, in the southern limits thereof, and located on the east side of the State Road leading from Centreville to Queenstown and Easton, and more particularly described in the advertisement of sale filed in these proceedings, containing 31,685 sq. ft. of land, more or less.

J. ELMER ANTHONY
Auctioneer.

Filed Sept. 10, 1953

ASSIGNEE'S SALE
of the Complete
"CENTREVILLE ICE COMPANY PLANT PROPERTY"
and machinery at Centreville, Maryland

Default having occured in the payment of the principal mortgage debt and the interest thereon, secured by, mentioned in and provided for in the terms, covenants and conditions of the purchase money mortgage from Benjamin Franklin Melvin and Marjorie Emma Melvin, his wife, to John T. Bishop and Jessie E. Bishop, his wife, said mortgage being dated December 1st, 1943, and recorded among the lands records of Queen Anne's County in Liber A.S.G.Jr. No. 8, folio 541, etc., and which mortgage has been duly assigned unto John Palmer Smith for collectionby foreclosure or otherwise,

The undersigned Assignee, by virtue of the Power of Sale contained in said mortgage, 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, State of Maryland, on TUES. September 1st, 1953 at the hour of 1:30 P.M. Daylight Time, the following described property, to wit:

All that lot of ground, part or parcel of a lot lot or tract of land, known as the "Centreville Ice Company Property", and the ice manufacturing equipment therein and thereon situate, lying and being in the Town of Centreville, in the southern limits of said Town, in the Third Election District of Queen Anne's County, Maryland, and located on the east side of the State Road known as "Maryland - U. S. Route 213" leading from Centreville to Easton and being opposite the property known as "The Centreville Milling Company" or the "Centreville Fouring Mill", and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at a point on the east side of the aforesaid State Road and running a line 25 feet from the concrete where gasoline pumps are the set on and 15 feet from the northeast corner of building, South 66 deg. 30 min. east, 39.6 feet to an iron rod; thence South 31 deg. 30 min. east, 156 feet to an iron pipe, on line of D.D. Taylor land; thence North 37 deg. 15 min. east, 114 feet to a point in the stream or branch; thence North 18 deg. 45 min. west, 296 feet to the east side of bridege on said State Road; thence with the east side of said road South 19 deg. 45 min. west, 243 feet to the place of beginning, containing 31,685 square feet of land, more or less; together with all the ice manufacturing equipment and machinery therein and thereon as hereinafter set forth.

This property is improved by a large building containing and housing a 10 ton Ice Manufacturing plant with a Frick Compressor; Frick trunk coil and Frick agitator, and making 70 - 300 lb. cakes of ice in 24 house. The machinery is driven by a 50 horsepower Fairbanks-Morse engine; there are two water pumps, air blower, horizontial shell and tube condensor, ice crusher, can pullers, and all necessary equipment for the production of ice for commercial purpose. There is a large storage room nicely insulated 12x20 feet. There is also a large garage building located on said property.

This Ice Plant is located right on the main highway leading to and from the Bay Bridge through Centreville from the North and South. The property was formerly operated and owned by the late Howard E. Price and Thomas R. L. Price, trading as Price Brothers and later as "The Centreville Ice Company". This plant has always enjoyed a large patronage and has sale for its maximum capacity of ice.

Further details upon request. Inspection is invited. For anyone desiring a business and a business location, this property is ideal and merits consideration.

TERMS of Sale: Possession at once. One-third of purchase price day of sale, balance within 60 days from date of sale, or all cash, at option of purchaser, any unpaid balance to bear interest at 6% from date of sale until paid and to be secured by approved note, Cost of title papers, revnue stamps, etc., at expense of purchaser. All taxes and fire insurance premiums to be adjusted as of day of sale.

JOHN PALMER SMITH, Assignee.
J. ELMER ANTHONY, Auctioneer.

QUEEN ANNE'S RECORD-OBSERVER

CENTREVILLE, Md. September 8, 1953

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Sale in the case/estate of Centreville Ice Company 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 1 day of September, 1953, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6 day of August 1953, and the last insertion on the 27 day of Aug 1953.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By DOLORES DADDS

Filed Sept. 10,1953

ORDER NISI
Filed Sept. 10, 1953

N I S I

John Palmer Smith, Assignee,	)	IN THE CIRCUIT COURT
Vs.	)	FOR QUEEN ANNE'S COUNTY
Benjamin Franklin Melvin Marjorie Emma Melvin, Mortgagors.	)	IN EQUITY
	)	CHANCERY NO. 3873

ORDERED, This 10th. day of September A.D., 1953, that the sale of real estate made and reported in this cause by John Palmer Smith, Assignee, be ratified and confirmed,, unless cause to the contrary thereof be shown on or before the 17th. 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 17th. day of October next.

The Report states the amount of sales to be $3,850.00.

T. SORDEN PIPPIN Clerk.

Filed September 10, 1953

STATEMENT OF MORTGAGE DEBT
Filed Dec. 29, 1953

JOHN PALMER SMITH,	IN THE CIRCUIT COURT
ASSIGNEE OF MORTGAGE,	FOR
vs.	QUEEN ANNE'S COUNTY,
BENJAMIN FRANKLIN MELVIN,	IN EQUITY.
MARJORIE EMMA MELVIN,	CHANCERY NO. 3873.
MORTGAGORS.	

****

STATEMENT OF MORTGAGE DEBT.

Statement of the mortgage debt due and owing as of the day of sale, viz, sSeptember 1st, 1953:-

Amount of Mortgage		$ 7,000.00
Less credits on account of principal debt		$ 5,000.00
Balance due on mortgage debt		$ 2,000.00
Interest from July 1st, 1952, to Jan. 1, 1953 $50.00 Interest from Jan. 1st, 1953 to July 1st, 1953 50.00 Interest from July 1, 1953, to Sept. 1, 1953 16.67		$ 116.67
To amount paid William McKenney, Agent, for fire insurance premiums on property of mortgage premises by Mortgagees		161.44
1953 State & County taxes		98.87
1953 Town taxes		53.66
10% Attorney's Commissions for collection on $2,000.00		200.00
		$ 2,628.64

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

I hereby certify, that on this 29 day of December, 1953, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Assignee of Mortgage, and made oath in due form of law that the aforegoing statement of mortgage debt is true to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk of the Court.

Attached to the aforegoing Statement of Mortgage Debt is the Original Mortgage.

NISI

John Palmer Smith, Assignee

vs.

Benjamin Franklin Melvin,
Marjorie Emma Melvin,
Mortgagors.

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

Chancery No. 3873

ORDERED, This 10th day of September, A.D, 1953, that the sale of real estate made and reported in this cause by John Palmer Smith, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of October, next.

The Report states the amount of sales to be $3,850.00.

T. SORDEN PIPPIN, Clerk.

True Copy
Test: T. SORDEN PIPPIN, Clerk
Filed: Sept. 10, 1953

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Dec. 1953

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case/estate of Benjamin Franklin Melvin Marjorie Emma Melvin 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 Nov. 1953, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of Sept. 1953, and the last insertion on the 8th day of Oct. 1953.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By A. L. MILLS

Filed Dec. 29, 1953

ORDER OF COURT.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 29th day of December, 1953, that the sale made and reported by John Palmer Smith, Assignee as aforesaid, be and the same hereby is 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 this Cause, and the Assignee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor.

Wm. R. HORNEY
Judge.

Filed Dec. 30, 1953

AUDIT
Filed Jan. 4, 1954

John Palmer Smith,
Assignee of Mortgage

vs.

Benjamin Franklin Melvin,
Marjorie Emma Melvin,
Mortgagors

In The Circuit Court For

Queen Anne's County In

Equity No. 3873

To The Honorable, the Judges of Said Court:

The report of J. Thomas Clark, auditor, unto your Honors, respectuflly shows:

1. That the within account is stated at the request of John Palmer Smith, Assignee of Mortgage (and vendor) in this foreclosure proceedings; and it appears that the proceeds of the mortgage sale were more than sufficient for the payment of the mortgage debt, interest and other costs of collection in full.

2. That in the within account said Assignee is charged with the gross proceeds of sale made by him, per his report of sale filed herein, and that he is then allowed thereout as follows: for his commissions, the court costs, the fee of the auctioneer, the costs of the premium on the corporate surety bond, the several advertising costs, the auditors fee, and the amount of the mortgage claim as set forth in said account filed herein.

3. Your auditor has directed that the balance of the proceeds of sale be paid to Jessie E. Bishop and John T. Bishop, judgment creditors, who obtained a judgment in this court in Law No. 456 on January 2, 1952, in the sum of $1090.00 with interest from date of judgment, and which judgment is the first

entered against either or both principals.

Respectfully submitted,

J. THOMAS CLARK Auditor

January 4, 1954.

Filed Jan. 4, 1954

Cause No. 3873

The proceeds of the sale of land reported in this cause, in account with John Palmer Smith, assignee of the mortgage foreclosed in these proceedings (and vendor of said land), and disbursements of the same.

1953 Cr.
Sept 1 By gross proceeds of the sale of land per report of said vendor, to wit:.....$3850.00

Dr.

Sept 1 To John Palmer Smith, assignee (and vendor) for his commissions for making the sale, per terms of the said mortgage.....$199.00

To do., for an amount paid for court costs of this cause, per receipt of Clerk:
Costs of T. Sorden Pippin, Clerk.....$19.25
Appearance fee of John Palmer Smith... 10.00 29.25

To do., for an amount paid L. Herman Meredith, (agent) for the premium on the corporate surety bond filed in this cause by said assignee, per receipt for the same exhibited..... 20.00

To do., for an amount paid J. Elmer Anthony, auctioneer, for crying the said sale, per receipt for the same exhibited..... 35.00

To do., for an amount paid the Queen Anne's Record* Observer, per receipts for the same exhibited, as follows:
To costs of advertising sale.....$74.25
To costs of publishing the nisi of sale..... 7.50 81.75

To do., for the costs of advertising the order nisi to be passed as to this audit in Queen Anne's Record-Observer..... 5.00

To do., for amount paid Claude Lowery, Treasurer, Queen Anne's County, Maryland, for taxes for the year 1953, as follows, to wit:
1-Taxes on personal property, per receipts for the same.....$32.14
2-Taxes on real estate sold in these proceedings, per receipt. $96.87
Less punchaser's share of same. 32.29 64.58 96.72

To do., for an paid the Town Commissioners of Centreville, for taxes on the real estate sold in these proceedings for the year 1953, per receipt for the same exhibited.....$53.66
Less purchaser's share of same..... 16.89 35.77

To J. Thomas Clark, auditor for stating this audit..... 27.00

J. THOMAS CLARK
Auditor

January 4, 1953

To John Palmer Smith, Assignee of Mortgage in full of the mortgage debt, interest, and other charges, as follows, to wit:
Amount of principal mortgage debt.....$2000.00
Interest on principal mortgage debt from 7/1/52 to 9/1/1953..... 116.67
Attorney's commissions of 10% as provided by mortgage note..... 200.00
Fire insurance premiums paid William McKenney, Jr., Agent in the sum of $161.44, less rebate in the sum of $35.25..... 126.19 $2442.86

To John T. Bishop and Jessie E. Bishop as a partial payment of their judgment obtained against Ben. F. Melvin, Jr., and Marjorie E. Melvin, in the Circuit Court for Queen Anne's County in Law No. 456, on January 2, 1952, in the sum of $1090.00 and attorney's commissions in the sum of $109.00, with interest from date of judgment, the sum of.....	877.65	
	$3850.00	$3850.00

January 4, 1954

J. THOMAS CLARK
Auditor

Filed Jan. 4, 1954

NISI RATIFICATION OF AUDIT

John Palmer Smith
Assignee

vs.

Benjamin Franklin Melvin
Marjorie Emma Melvin
Mortgagors

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CAUSE NO.3873

ORDERED, This 4th. day of January in the year nineteen hundred and fifty four, that the Report and Account filed in these proceedings by J. Thomas Clark Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th. day of January, 1954; provided a copy of this order be published once a week in each of two successive weeks before the 22nd. day of January, 1954, in some newspaper printed and published in Queen Anne's County.

_____Clerk

Filed January 4, 1954

::::::::::::::::::::::::::::::::::
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 Tenth day of August in the year nineteen hundred and fifty-four, the following Order to Docket Suit and Affidavit were brought to be recorded, to wit:

C A U S E N O. 3945

HARRY C. BUTLER, Centreville, Maryland Assignee	*	In the Circuit Court
	*	for
vs.	*	Queen Anne's County,
FRANCIS H. GROSS and RUTH GROSS, his wife Marydel, Maryland Mortgagors	*	In Equity.
	*	Cause No. 3945.
	*	

* * * * * * *

To: T. Sorden Pippen, Clerk:

ORDER TO DOCKET SUIT

Please docket suit as per the above titling, for foreclosure of the mortgage from Francis H. Gross and Ruth Gross, his wife, to The Sudlersville Bank of Maryland, a body corporate, bearing date the 1st day of August, 1950, and recorded in Liber N. B. W., Number 7, folio 76, a land record book for Queen Anne's County, default having occurred in the terms thereof by reason of non-payment of interest and the payments specified in said mortgage upon the principal indebtedness; and you will file in said suit a certified copy of said mortgage and all assignments thereto, as well as the accompanying affidavit.

HARRY C. BUTLER
Harry C. Butler, Assignee

Filed: Aug. 10, 1954

A F F I D A V I T

I HEREBY CERTIFY that on this 10 day of Aug., in the year nineteen hundred and fifty-four before me, the subscriber the Clerk of the Court for Queen Anne's County, Maryland, personally appeared Harry C. Butler, Assignee, and made oath in due form of law that Francis H. Gross and Ruth Gross, his wife, the Mortgagors named in the mortgage referred to in the aforegoing Order to Docket Suit is not now, nor have been within six (6) months prior hereto, in the Military Service of the United States, that the said mortgagors reside in Marydel, Maryland, Queen Anne's County.

T. SORDEN PIPPIN
T. Sorden Pippen, Clerk.

Filed: Aug. 10, 1954

Certified Copy of Mortgage
Aug. 10, 1954

::::::::::::::::::::::::::::::::::
#29,251. 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 August, in the year nineteen hundred and fifty, the following Mortgage was brought to be recorded, to wit:-

THIS PURCHASE MONEY MORTGAGE, made this 1st day of August in the year nineteen hundred and fifty, by Francis H. Gross and Ruth Gross, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said Francis H. Gross and Ruth Gross, his wife, are justly indebted unto THE SUDLERSVILLE BANK OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, in the full sum of Twenty-Eight Hundred ($2800.00) Dollars for money loaned and advanced unto them by said body corporate, in order to complete payment of the purchase money for the real estate hereinafter described and for which they have drawn and passed unto said body corporate their promissory note, bearing even date herewith, payable in forty (40) quarterly installment of Seventy ($70.00) Dollars each, beginning on the 1st day of November, in the year nineteen hundred and fifty, and bearing interest at the rate of four (4%) per centum per annum;

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 the said promissory note and any and every renewal of said promissory note;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the One ($1.00) Dollar, the receipt of which is hereby acknowledged, the said Francis H. Gross and Ruth Gross, his wife, do hereby grant and convey unto the said body corporate, The Sudlersville Bank of Maryland, its successors and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or tract of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the West side of the public road leading from Schneck's Corner to Anderson's Corner, and on the public road leading from the Sudlersville-Peter's Corner road to intersect the road first above mentioned, adjoining property of or formerly of William B. Garrett and Clara V. Garrett, his wife, and more particularly described as follows, to wit:

BEGINNING for the same in the center of the public road first above mentioned opposite a lane known as the meadow lane and running from thence through a stone planted in the center of said Lane and continuing with the center of said lane in a straight line throught another stone planted along side of the public road secondly mentioned until it intersects the center of the said public road first above mentioned; and thence by and with the center of said public triangular pice of land and containing five (5) ACRES of land, more or less.

BEING the same property granted and conveyed unto Russell F. Garrow by Harry C. Butler, Assignee. AND ALSO BEING the same property granted and conveyed unto Francis H. Gross and Ruth Gross, his wife, by Russell F. Garrow by deed bearing even date herewith and recorded or intended to be recorded immediately preceding the recording of 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 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 Francis H. Gross and Ruth Gross, his wife or eitherof them, their or either of their heirs, executors, administrators or assigns, shall well and truly pay to the said body corporate, The Sudlersville Bank of Maryland, its successors, or assigns, the aforesaid sum of Twenty-Eight Hundred ($2800.00) Dollars,as evidenced by the aforesaid promissory note, when and as the same shall become due and payable as above set forth, and any and every renewal of said promissory note, when and as the same shall become due and payable, and all interest to accrue thereon, and so shall fully pay and discharge the whole of the aforesaid indebtedness of Twenty-Eight Hundred ($2800.00) Dollars, and all 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 Francis H. Gross and Ruth Gross, his wife, or either of them, their or either of their heirs and assigns, shall possess said property.

AND the said Francis H. Gross and Ruth Gross, 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 intedned 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 leas the insurable value thereof, in some Company or Companies approved by the said body corporate, The Sudlersville Bank of Maryland, its successors, or assigns, and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss shall be applied to the payments of this mortgage, and to deliver, upon demand, to the mortgagee, its successors, or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said body corporate, The Sudlersville Bank of Maryland, its successors, or assigns, or HARRY C. BUTLER, 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 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, wheter the same shall have then matured or not; and third, the balance, to the said Francis H. Gross and Ruth Gross, 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 body corporate, The Sudlersville Bank of Maryland, its successors, or assigns, or the said HARRY C. BUTLER, its and their said Attorney, 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 advertisements, 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 Francis H. Gross and Ruth Gross, 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).

FRANCES E. BUTLER

FRANCIS H. GROSS (SEAL)
Francis H. Gross

RUTH GROSS (SEAL)
Ruth Gross

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

I HEREBY CERTIFY that on this 3rd day of August, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Francis H. Gross and Ruth Gross, his wife and each acknowledged the aforegoing MORTGAGE to be their respective act.

AND the the same time, before me, personally appeared Dudley G. Roe, President of The Sudlersville Bank of Maryland, a body corporate, the within named Mortgagee, and made oath in due form of law, that the consideration stated in the aforegoing MORTGAGE is true and bona fide as therein set forth, and further made oath as aforesaid, that he is an officer of said body corporate and as such is duly authorized to make this affidavit.

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

Notary
Public
Seal

JOHN F. STOKES
Notary Public
My Commission expires: May 7/51.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirtieth day of July in the year nineteen hundred and fifty-four, the following Assignment was brought to be recorded, to wit:

For the purpose of foreclosure and collection The Sudlersville Bank of Maryland, a body corporate, does hereby assign the within and aforegoing mortgage to Harry C. Butler, Attorney.

Witness the hand of Dudley G. Roe, President and the seal of the corporation this 27th. day of July in the year 1954.

The Sudlersville Bank of Maryland

Witness

By DUDLEY G. ROE
President

JOHN F. STOKES
John F. Stokes (Cashier)

Corporate Seal.

STATE OF MARYLAND

County of Queen Anne's, to wit:

I hereby certify that the aforegoing was truly taken and copied from Liber N.B.W. No. 7, folios 76 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 Tenth day of August in the year nineteen hundred and fifty-four.

Clerk's Seal.

T. SORDEN PIPPIN
Clerk

Certified Copy of Bond
Filed Aug. 11, 1954

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eleventh day of August in the year nineteen hundred and fifty-four, the following Bond was filed for record, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, that we, Harry C. Butler, of Queen Anne's County, State of Maryland, as principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousaid ($2,000.00) 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, formly by these presents, sealed with our seals and dated this 11th day of August, 1954.

WHEREAS, the above bounden Harry C. Butler, by virtue of the power contained in a mortgage from Francis H. Gross and Ruth Gross, his wife, to The Sudlersville Bank of Maryland, a body corporate bearing date the 1st day of August, 1950, and recorded in Liber N.B.W. No 7, folio 76, a land record book for Queen Anne'sCounty, State of Maryland, duly assigned unto the said Harry C. Butler, for collection by foreclosure or otherwise, the said Harry C. Butler, Assignee, is about to sell the land described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Harry C. Butler do and shall well, truly and faithfully perform and trust reporsed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by an Court of Equity in releation to the sale of said 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.

HARRY C. BUTLER (SEAL)
Harry C. Butler

SIGNED, SEALED AND DELIVERED
in the presence of:

ROBERT R. PRICE JR.

ROBERT R. PRICE JR.

THE MARYLAND CASUALTY COMPANY

BY HARRY C. BUTLER
Its Attorney-In-Fact.
Corporate Seal.

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved & Bond filed Aug. 11, 1954

T. Sorden Pippin, Clerk

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby Certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folios 26, 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 Eleventh day of August in the year nineteen hundred and fifty-four.

Clerk's Seal

T. SORDEN PIPPIN
Clerk

Report of Sale
Filed Sept. 9, 1954

HARRY C. BUTLER
Assignee

vs.

FRANCIS H. GROSS and
RUTH GROSS, his wife.
Marydel, Maryland
Mortgagors

In the Circuit Court

for

Queen Anne's County,

In Equity.

Cause No. 3945.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Harry C. Butler, Assignee, the above named party plaintiff, and party making the sale hereinafter mentioned, hereby called and referred to as Vendor, unto your Honors respectfully sets forth:

1. That by mortgage dated the 1st day of August, 1950, Francis H. Gross and Ruth Gross, his wife, conveyed unto The Sudlersville Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, to secure unto it the payment of the debt therein specified the land hereinafter described as sold and this mortgage was duly assigned on the 27th day of July, 1954, unto your Vendor, for the purpose of foreclosure and collection for failure to pay the balance due under said mortgage, including unpaid taxes and insurance with certain interest due and owing on the day of salehereinaftermentioned. Said mortgage was duly recorded among the land records of Queen Anne's County, State of Maryland, in Liber N.B.W., #7, folio 76, etc., and the aforesaid assignment of said mortgage has been recorded in said liber as a part of the record of said mortgage. A certified copy of said mortgage and of the assignment thereof has been filed in the proceedings of this cause.

2. That as will appear by reference to said mortgage, the same authorizes and empowers the assignee of the mortgage thereof to sell the mortgaged property in case of default of the mortgagor in the covenants thereof.

3. That before making sale, hereinafter mentioned, your Vendor gave more than Twenty (20) days previous notice of the time, place, manner and terms of said sale, by notice or advertisement of the sale in the Queen Anne's Record Observer, a newspaper

published weekly at Centreville, Queen Anne's County, Maryland, once in each of Four (4) successive weeks, before the day of sale, the first advertisement of said sale appearing in the edition of said newspaper published or issued on the 11th day of August, 1954, a certified copy of said advertisement is filed with this Report as a part thereof.

4. That before the day of sale, hereinafter mentioned, your Vendor filed with the Clerk of this Court, his bond to the State of Maryland, in the penal sum of Two thousand ($2,000.00) Dollars with The Maryland Casualty Company, as surety thereon, containing that condition required by law in case of foreclosure of said mortgage under the power of sale, above mentioned. Said bond was accepted and approved by the Clerk of the Court and filed in his office by him.

5. That your Vendor, pursuant to said Notice of Sale, did attend in front of the Courthouse, in Centreville, Queen Anne's County, Maryland, on Tuesday, September 7th, 1954, at 1:30 P.M., and did then and there proceed to sell the mortgage property at public auction and did then and there (in execution of the power of sale contained in said mortgage) sell the mortgaged property unto Harry F. Gross and Eva D. Gross, his wife, of Sudlersville, Maryland, they being then and there the highest bidder thereof, at and for the sum of Twenty-one hundred twenty-five ($2,125.00) Dollars.

6. The property sold is known as the "Gross Property", lying in the First Election District of Queen Anne's County, Maryland, on the west side of the public road leading fromSchneck's Corner to Anderson's Corner, and on the public road leading from the Sudlersville-Peter's Corner road to intersect the road first above mentioned, and is fully described in the annexed advertisement of sale, made a part of this report.

7. The terms of said sale are those set forth in the Advertisement of Sale.

Respectfully submitted:

HARRY C. BUTLER
Harry C. Butler, Assignee and Vendor.

The report states that the amount of sale to be $2,125.00

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

I HEREBY CERTIFY that on this 9th day of September, in the year nineteen hundred and fifty-four before me the Clerk of the Court for Queen Anne's County, personally appeared Harry C. Butler, the party who filed the above report of sale as above set forth and he did make oath in due form of law that the matters and things set forth in the report of sale are true and correct to best of his knowledge and belief and that the sale mentioned was fairly made.

T. SORDEN PIPPIN
T. Sorden Pippen, Clerk of the Circuit Court for Queen Anne's County, State of Maryland.

Filed Sept. 9, 1954.

Filed Sept. 9, 1954

Certificate of Advertisement of Sale
Filed Sept. 9, 1954

ASSIGNEE'S SALE OF
VALUABLE SMALL FARM
AND IMPROVEMENTS

Default having occurred in the terms of the mortgage from Francis H. Gross and Ruth Gross, his wife, to The Sudlersville Bank of Maryland, said Mortgage being dated the 1st day of August, 1950, and recorded in Liber N.B.W.No. 7, folio 76, a land record book for Queen Anne's County and which mortgage has by mense assignment been duly assigned unto Harry C. Butler for collection by foreclosure or otherwise.

The undersigned Assignee, by virtue of the power of sale contained in said mortgage will offer at public sale to the highest bidders in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on TUESDAY, SEPT. 7, 1954 beginning at the hour of 1:30 P.M.

The following described property to wit:

ALL that lot or tract of land situate lying and being in the First Election District of Queen Anne's County, State of Maryland, on the West side of the public road leading from Schnek's Corner to Anderson's Corner, and on the public road leading from the Sudlersville-Peter's Corner road to intersect the road first above mentioned, adjoining property of or formerly of William B. Garrett and Clara V. Garrett, his wife, and more particularly described as follows, to wit:

BEGINNING, for the same in the center of the public road first above mentioned opposite a lane known as the meadow lane and running from thence through a stone planted in the center of said lane and continuing with the center of said lane in a straight line through another stone planted along side of the public road secondly mentioned and continuing in said straight line to the center of said public road secondly mentioned; thence by and with the center of said public road second mentioned until it intersects the center of the said public road above mentioned; and thence by and with the center of said public road first above mentioned to the said place of beginning, being a triangular pice of land, and containing Five (5) acres of land, more or less.

BEING, the same land granted and conveyed unto Francis H. Gross and Ruth Gross, his wife, by Russell F. Garrow, by deed dated the 1st day of August, 1950, and recorded in Liber N.B.W., No. 7, folio 75, a land record book for Queen Anne's County, aforesaid;

IMPROVED BY: a one and one-half story frame dwelling consisting of seven rooms with enclosed front port, heated by floor furnace and has running water. Also a Chicken house, tool house and barn approximately 24x30.

TERMS OF SALE: One-third of the purchase price will be required on the day of sale, the balance to be paid in cash or certified check upon ratification of the sale by the Court (approximately 60 days after the sale). Taxes and Insurance premiums will be adjusted as of the day of sale, title papers and revenue and recordation stamps at purchaser's expense. Time of possession will be announced on the day of sale.

HARRY C. BUTLER
Assignee

J. Elmer Anthony, Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Sept. 9, 1954

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Sale in the case/estate of Francis H. Gross & Ruth Gross a true copy of which is annexed hereto, was published at Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 7th day of Sept, 1954, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12 day of Aug. 1954 and the last insertion on the 2nd. day of Sept., 1954

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By MRS. ADA LEE MILLS

Filed Sept. 9, 1954

Order Nisi
Filed Sept. 9, 1954

N I S I

Harry C. Butler
Assignee

VS.

Francis H. Gross and Ruth Gross, his wife,
Marydel, Maryland
Mortgagors

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 3945

ORDERED, this 9th. day of September, 1954, that the sale of real estate made and reported in this cause by Harry C.Butler, Assignee and Vendor, be ratified and confirmed, on or after the 8th.day of October next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 16th. day of September 1954, and ending on the 30th. day of September 1954.

The report states the amount of sales to be $2,125.00.

T. SORDEN PIPPIN Clerk

Filed September 9, 1954

Petition and Order
Filed Sept. 13, 1954

HARRY C. BUTLER, ASSIGNEE

vs.

FRANCIS H. GROSS
RUTH GROSS, wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 3945

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Joseph M. George, John E. George and Lilian N. George, co-partners, trading as Sudlersville Supply Company, by Vachel A. Downes, Jr., their attorney, unto your Honors respectfully represents:

1. That your Petitioners obtained a judgment absolute on a confessed judgment note in a cause in said Court (at Law) pending, being entitled Joseph M. George, John E. George, and Lilian N. George, co-partners, trading as Sudlersville Supply Co., vs. Francis H. Gross and Ruth Gross, his wife, being Law No. 784, and filed in said Court on or about the 19th day of August, 1954, against the said Francis H. Gross and Ruth Gross, his wife, they having been properly notified of the same according to Part 3, Article 2, Section 1 (c) of the General Rules of Practice and Procedure of the Court of Appeals of Maryland, in the sum of Two Hundred Ninety-seven Dollars and twenty-seven cents ($297.27), plus attorney's commissions of Fifty-five Dollars and ninety-six cents ($55.96), with costs of suit and interest from the date of Judgment, which said sum is now due and owing from the defendant's to the plaintiff's, no part of the same having been paid.

2. That your Petitioner is advised that there will be in fact a surplus of the proceeds of the mortgage sale in this cause after payment to the Mortgagee of his claim for the mortgage debt, interest, costs, fees, commissions and expenses, and that your Petitioners are entitled to have the aforesaid surplus proceeds of sale applied to the payment of his judgment claim and the proper costs and commissions and interest incident to the collection thereof, as a preference claim against all such surplus.

WHEREFORE, your Petitoners pray this Honorable Court to pass an order directing said surplus proceeds of sale, after payment to the Mortgagee of his claims and expenses, etc., to be applied to the satisfaction of their aforementioned judgment claim, and to allow your Petitioners such other and further relief as their cause may require.

VACHEL A. DOWNES JR.
Solicitor for Petitioners

Filed Sept. 13, 1954

ORDER OF COURT

Upon the aforegoing Petition, it is ORDERED this 14th day of September, 1954, by the Circuit Court for Queen Anne's County, and by the authority of said Court, as follows:

(1) That the papers in this cause be referred to the regular Auditor of this Court upon the ratification of sale herein, if the same be finally ratified and confirmed, and that said auditor be and he is hereby directed, upon the finding of surplus proceeds of sale over and above the mortgage debt, accrued interest, costs, expenses and commissions, to give notice by publication to be advertised once a week for four successive weeks in some weekly newspaper published in Queen Anne's County, Maryland, to all judgment creditors, lienors, assignees and to all persons claiming an interest in the equity of redeemption of the land sold in this cause, to file their claims with the proper vouchers therefore with him on or before a certain day to be named therein, which day shall not be less than sixty days from and after the date of the first publication of said notice;

(2) That the said Auditor is hereby authorized to take such testimony as he may find necessary to establish the claims which may be filed with him under said notice;

(3) That the said Auditor is further directed to state and return to this Court his Report and Account distributing the proceeds of the sale had in this cause (after payment of the mortgage debt, accrued interest, costs, expenses and all commissions) to the claimant filing claims under said notice according to their respective rights.

Wm. R. HORNEY
Judge

Filed Sept. 14, 1954

NISI

Harry C. Butler, Assignee	In The Circuit Court for
vs.	Queen Anne's County
Francis H. Gross and Ruth Gross, his wife. Marydel, Maryland Mortgagors	in Equity
	No. 3945

Ordered, this 9th day of September, 1954, that the sale of real estate made and reported in this cause by Harry C. Butler, Assignee and Vendor, be ratified and confirmed, on or after the 8th day of October, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 16th day of September, 1954, and ending on the 30th day of September, 1954

The report states the amount of sales to be $2,125.00

T. SORDEN PIPPIN, Clerk

Filed: September 9, 1954
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Oct. 12, 1954

The Queen Anne's Record and Observer Publishing Company, a body corporate, does hereby certify that nisi in the estate of Francis H. Gross Ruth Gross 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 three successive weeks, commencing on the 16th day of Sept., 1954, and ending on the 30th day of Sept., 1954

The Queen Anne's Record and Observer
Publishing Co.

by: Mrs. Ada Lee Mills

(Certificate - NISI Sales Only)

Statement of Mortgage Debt
Filed Oct. 22, 1954

Harry C. Butler Assignee vs. Francis H. Gross Ruth Gross, his wife. Mortgagors	- - - - - - -	In the Circuit Court for Queen Anne's County, In Equity. Cause No. 3945.

- - - - - - - - - - - - - -

STATEMENT OF MORTGAGE DEBT

To the amount of balance due on Mortgage from Francis H. Gross and Ruth Gross, his wife, to the Sudlersville Bank of Maryland, dated the 1st. day of August, 1950, and recorded in Liber N.B.W., #1, folio 76, a land record book for Queen Anne's County, assigned to Harry C. Butler, for the purpose of foreclosure and collection.		$2,800.00
Less the following credits.		
Eleven (11) payments of Seventy ($70.00) Each in the amount of	$770.00	
Two (2) payments (August 1st and November 1st, 1953) in the amount of	140.00	910.00
Balance due on principal		$ 1,890.00
Interest due from November 1st,1953 to September 7th, 1954 (date of sale)		58.28
Insurance Premium on Buildings		23.56
Taxes for years 1953 and 1954		26.42
TOTAL AMOUNT OF DEBT.		$ 1,998.26

On this 21st day of October, in the year nineteen hundred and fifty-four before me the Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Harry C. Butler, the above named Assignee and made oath in due form of law that the above statement of debt is true and bona fide as herein set forth.

Notary
Public
Seal.

ROBERT R. PRICE JR.
NOTARY PUBLIC.

My commission expires: May 155.

Filed: Oct. 22, 1954.

Final Order of Ratification of Sale
Filed Oct. 22, 1954

HARRY C. BUTLER, Assignee vs. FRANCIS H. GROSS and RUTH GROSS, his wife. Mortgagors	* * * * * * * *	In the Circuit Court for Queen Anne's County, in Equity. No. 3945

****

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity this 22nd day of October, 1954, that the sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and that the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

Wm. R. HORNEY
Judge

Filed Oct. 22, 1954.

AUDIT
Filed Nov. 12, 1954

Harry C. Butler, Assignee	In The Circuit Court For
vs.	Queen Anne's County In
Francis H. Gross, et. al. Mortgagors	Equity Cause No. 3945

To The Honorable, The Judges of Said Court:

The report of J. ThomasClark, your auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of Harry C. Butler, Assignee of the mortgage forclosed in this cause, and who was also the vendor in these proceedings; and it appears that the net proceeds of the mortgage sale were insufficient for the payment of the mortgage debt, interest, insurance premiums and taxes amounting under the mortgage to the total sum of $1998.26 as of date of sale, per the statement of mortgage indebtedness filed in this cause, that such deficiency amounts to the sum of $161.27, and that such deficiency is due The Sudlersville Bank of Md, Mortgagee of the mortgage herein foreclosed, with interest from September 7, 1954, and that said Assignee was assigned mortgage by the mortgage for the purpose of collection by foreclosure or otherwise.

2. That your auditor was unable to comply with the Order of this Court of September 14th, 1954, giving notice to the creditors of the Mortgagors, since there was no surplus but rather was a deficiency in the net proceeds.

3. That in the within account said Assignee is charged with the gross proceeds of the sale made by him, per his report of sale filed in this cause and he is then allowed thereout for his commissions in accordance with the terms of the mortgage, and for the following amounts either due or disbursed, per statements and receipts exhibited: the court costs of this cause, the costs of the premium on said Assignee's corporate surety bond, for the costs of the auctioneer for crying the sale, the costs of advertising notice of the sale and of publishing the order nisi of the sale, the costs of advertising the nisi to this audit and a fee for your auditor, and finally, the net proceeds of sale in the sum of $1836.99 on account of the aforesaid items making up the total mortgage debt, per statement of debt filed in this cause.

4. It is to be noted that the gross proceeds of this sale was in the sum of $2125.00, and the total amount of corporate surety bond filed in this cause was in the sum of $2000.00, and that no other bond has been filed.

Respectfully submitted,

J. THOMAS CLARK
Auditor

November 12, 1954.

Filed Nov. 12, 1954

Cause No. 3945

The proceeds of the sale of land reported in this cause in account with Harry C. Butler, assignee of the mortgage and vendor of said land foreclosed in these proceedings.

Cr.

1954 Sept. 9	By gross proceeds of the sale of said land per report of said vendor, to wit	$2,125.00

Dr.

1954 Sept. 9	To Harry C. Butler, assignee(and vendor) for his commissions for making the sale, per terms of the mortgage	$128.13	
	To do., for court costs of this cause per statement of Clerk, as follows:		
	Costs of T. Sorden Pippin, Clerk	$20.85	
	Appearance fee of Harry C. Butler, Atty.	10.00	30.85

Todo., for an amount due Harry C. Butler (Agent), for the premium due on the corporate surety bond of vendor, per statement for the same exhibited, the sum of.....	10.00	
To do., for an amount paid J. Elmer Anthony, auctioneer, for crying sale, per his receipt for the same exhibited, the sum of.....	25.00	
To do., for an amount paid the Queen Anne's Record-Observer, per his receipts for the same exhibited,as follows: To costs of advertising sale.....$59.53 To costs of publishing nisi of sale 9.00	68.53	
To do., for costs of advertising the order nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of.....	7.50	
To J. Thomas Clark, auditor, for stating this account, the sum of.....	18.00	
To Harry C. Butler, Assignee of Mortgage, the net proceeds of this sale (on account of the total mortgage indebtedness, under the mortgage foreclosed in this cause, of $1998.26, as per statement of Mortgage debt filed in this cause), to wit:	1836.99	
	$ 2125.00	$2,215.00

November 12, 1954

J. THOMAS CLARK
Auditor

Filed Nov. 12, 1954

Nisi Ratification of Audit
Filed November 12, 1954

NISI RATIFICATION OF AUDIT

Harry C. Butler, Assignee	)	In the Circuit Court
vs.	)	for Queen Anne's County
Francis H. Gross and Ruth Gross, his wife.	)	in Equity
	)	Cause No. 3945

ORDERED, This 12th day of November in the year nineteen hundred and fifty four that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th. day of December, 1954; provided a copy of this order be published once a week in each of two successive weeks before the 3rd. day of December, 1954, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed November 12, 1954

NISI RATIFICATION OF AUDIT

Harry C. Butler, Assignee	In the Circuit Court for Queen Anne's County in Equity
vs.	
Francis H. Gross and Ruth Gross, his wife.	Cause No. 3945

ORDERED, This 12th day of November, in the year nineteen hundred and fifty-four, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of December, 1954; provided a copy of this order be published once a week in each of two successive weeks before the 3rd day of December, 1954, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed November 12, 1954
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 18, 1955

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 Harry C. Butler, Assignee Vs. Francis H. Gross and Ruth Gross, 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 3rd day of Dec., 1954, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18 day of Nov. 1954 and the last insertion on the 25 day of Nov., 1954

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By MRS. ADA LEE MILLS

Filed March 18, 1955

Final Order of Ratification on Auditor's Account
Filed March 18, 1955

Harry C. Butler, Assignee	In the Circuit Court for
vs.	Queen Anne's County in
Francis H. Gross and Ruth Gross, his wife.	Equity. Cause #3945

FINAL ORDER OF RATIFICATION ON AUDITOR'S ACCOUNT

ORDERED this 18th day of March, 1955, by the Circuit Court for Quee Anne's County in Equity that the aforegoing report and account of the auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the trustee apply the proceeds accordingly, with a due proportion of interest, as the same has been or may be received.

WM. R. HORNEY
Judge

Filed: March 18, 1955

Motion for Deficiency Judgment
Filed March 18, 1955

Harry C. Butler Attorney named in Mortgage	IN THE CIRCUIT COURT
vs.	FOR
Francis H. Gross and Ruth Gross Mortgagors	QUEEN ANNE'S COUNTY

MOTION FOR DEFICIENCY JUDGMENT

TO THE HONORABLE, the Judges of said Court:

The Plaintiff moves the Court for a deficiency judgment against the Defendants, mortgagors, for the sum of $161.27 as shown to be due by the Auditor's Report filed in this cause, with interest from September 7, 1954.

HARRY C. BUTLER
Harry C. Butler
Attorney named in Mortgage
Plaintiff

Filed March 18, 1955

ORDER OF COURT

UPON THE AFOREGOING MOTION, it is hereby by the Circuit Court for Queen Anne's County, in Equity, ORDERED this 18th day of March 1955, that said motion be granted unless cause to the contrary thereof be shown by the Defendnants within ten (10) days after service of a copy of said Motion and this Order upon said Defendants.

Wm. R. HORNEY
Judge.

Filed March 18, 1955

::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty-sixth day of July, in the year nineteen hundred and fifty-four, the following Bill of Complaint was filed for record, to wit:

C A U S E N O. 3941

LILLIAN BENWAY Smyrna, Delaware Complainant	*	
vs.	*	
HOWARD LEGG R.F.D., Denton, Md.	*	
HERMAN LEGG 977 Florence Street Camden, New Jersey	*	
HARRY LEGG 408 E. Fourth St. Wilmington, Delaware	*	IN THE
MARIE SMITH Kiamensi Road Wilmington, Delaware	*	CIRCUIT COURT
EDITH WILTBANKS Kennedyville, Md.	*	FOR QUEEN ANNE'S COUNTY
HARRIETT OLIFFE Worton, Maryland	*	IN EQUITY
HARRY C. WALLS 6314 Northwest Fourth Ave. Miami, Florida	*	NO. 3941
LAURA WALLS, Golts, Maryland	*	
MARTHA TOWNSEND Golts, Maryland	*	
ELVA TOWNSLEY 68 South Perdue Avenue Wilmington Manor Gardens New Castle, Delaware	*	
RUTH LEAGER Smyrna, Delaware	*	
HENRY WALLS Centreville, Maryland	*	
Defendants		

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix complaining says:

1. That certain real estate was conveyed unto Lillie Mae Taylor Charles M. Taylor, and Charles D. Walls, by deed dated August 1, 1910, recorded among the Land Records for Queen Anne's County in Land Record Book S.S. No. 8, folio 455, a certified copy of which deed is filed herewith as a part hereof and marked "Complainant's Exhibit A", wherein said real estate is described as follows:-

All that lot or parcel of land situate in Pondtown in Queen Anne's County, Maryland, which is described as follows, lying on the left hand side of the County Road leading from Millington to Church Hill adjoining the lands of James Ringgold, and the lands of William Wiggins, and known as the Cosden Lot, containing 9 acres of land, more or less.

2. That by deed dated May 9, 1924, recorded among the Land Record Books for Queen Anne's County in Liber B. H. T. No. 1, folio 566, the said Charles M. Taylor granted and conveyed unto Lillie M. Taylor all his right, title, interest and estate in and to the above described property, his interest being an undivided one-third interest; a certified copy of which deed is filed herewith as a part hereof and marked "Complainants Exhibit B".

3. That the said Charles D. Walls, being so seized and possessed, died intestate, on or about January 13, 1931, leaving surviving him the following heirs at law, viz:

NAME	ADDRESS	OF FULL AGE
Howard Legg,	R.F.D., Denton, Maryland	Yes
Herman Legg,	977 Florence St., Camden, N.J.	Yes
Harry Legg,	408 E. Fourth St., Wilmington, Del.	Yes

Marie Smith,	Kiamensi Road, Wilmington, Del.	Yes
Edith Wiltbanks,	Kennedyville, Maryland	Yes
Harriett Oliffe,	Worton, Maryland	Yes
Harry C. Walls	6314 N.W. Fourth Ave., Miami, Fla.	Yes
Louis Walls	(Now Deceased)	
Henry Walls,	Centreville, Maryland	Yes
Lillie M. Taylor	(Now deceased)	

4. That the said Louis Walls being so seized and possessed as an heir at law of Charles D. Walls died intestate in Kent County, Maryland, in or about the year 1942, leaving surviving him the following heirs at law, viz:-

NAME	ADDRESS	OF FULL AGE
Laura Walls,	Golts, Maryland	Yes
Martha Townsend,	Golts, Maryland	yes
Elva Townsley,	68 S. Perdue Ave., Wilmington Manor Gardens, New Castle, Del.	Yes
Ruth Leager,	Smyrna, Del.	Yes

5. That the said Lillie M. Taylor, being so seized and possessed, died testate, on February 2, 1952, and by her Last Will and Testament, recorded in Liber E.E.C. No. 1, folio 153, a Will Record Book of Queen Anne's County, a certified copy of which is attached hereto and made a part hereof, and marked "Complainant's Exhibit C", she devised all of her right, title, interest and estate in and to said property unto Lillian Benway, your Oratrix, and that by virtue of said Last Will and Testament, your Oratrix is seized and possessed of an eleven-fifteenths (11/15) interest in said property.

6. That the said real estate which your Oratrix owns as a tenant in common with the said defendants is of such nature that it will not admit of being divided among the parties entitled thereto, as aforesaid, without loss or injuries to said parties, 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 said real estate.

(2) That a Trustee or Trustees may be appointed to carry out said sale.

(3) That your Oratrix may have such other and further relief as her case may require.

MAY IT PLEASE YOUR HONORS to grant unto your Oratrix the Order of Publication directed to all of the defendants in this cause who are non-residents of the State of Maryland, giving them notice to be and appear in this Court, either 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 should not be passed as prayed.

And as in duty bound, etc.

JAMES E. THOMPSON JR.
James E. Thompson, Jr.

Solicitors for Complainant

Filed July 26, 1954

Complainant's Exhibit A
Filed July 26, 1954

#1276. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the Twenty-Seventh day of September in the year nineteen hundred and ten, the following DEED was brought to be recorded, to wit:-

THIS DEED, made this first day of August in the year one thousand, nine hundred and ten, by Mary R. Walls, of Baltimore County, State of Maryland, of the first part, and Lillie May Taylor, Charles Maxwell Taylor and Charles D. Walls, of the second part.

WITNESSETH, that in consideration of the sum of five dollars and other good and valuable considerations, the said MARY R. WALLS doth grant and convey unto the said LILLIE MAY TAYLOR, CHARLES MAXWELL TAYLOR and CHARLES D. WALLS, their heirs and assigns, in fee simple, ALL that lot or parcel of land situated in Pondtown in Queen Anne's County, State of Maryland aforesaid, which is described as follows: lying on the left hand side of the county road leading from Millington to Church Hill and adjoining the lands of James Ringgold and the lands of William Wiggins, and known as the Cosden lot; containing nine acres of land, more or less.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To HAVE and To HOLD the lot or parcel of ground and 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 Lillie May Taylor, Charles Maxwell Taylor and Charles D. Walls, their heirs and assigns, forever, in fee simple.

AND the said Mary R. Walls hereby covenants 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.

WITNESS the hand and seal of the said grantor.

Test: Theodore E. Salter
Justice of the Peace.

her
MARY R. X WALLS (SEAL)
mark

STATE OF MARYLAND, Baltimore City, to wit:-

I hereby certify that on this first day of August in the year one thousand, nine hundred and ten, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Mary R. Walls, the grantor named in the foregoing Deed and acknowledged the same to be her act.

Witness my hand and seal.

THEODORE E. SALTER
Justice of the Peace

STATE OF MARYLAND,

BALTIMORE CITY, to wit:-

2616 I hereby certify that Theodore E. Salter, Esquire, before whom the annexed acknowledgment 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 Baltimore County, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments, I further certify that I am acquainted with the hand-writing of the said Justice of the Peace and that the signature subscribed to the foregoing is his genuine signature.

Circuit Court Seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court for Baltimore County, this 22nd. day of September, A.D. 1910.

WM. R. COLE.
Clerk of the Circuit Court for Baltimore County

STATE OF MARYLAND,

COUNTY OF QUEEN ANNE'S, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber S. S. No. 8, folios 455 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 26th day of July in the year nineteen hundred and fifty-four.

T. SORDEN PIPPIN
Clerk

Complainants' Exhibit B
Filed July 26, 1954

::::::::::::::::::::::::::::::::
#10,650. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fourteenth day of May, in the year nineteen hundred and twenty-four, the following Deed was brought to be recorded, to wit:

THIS DEED, made this ninth day of May, in the year nineteen hundred and twenty four, by Charles Maxwell Taylor, of Queen Anne's County, in the State of Maryland.

WITNESSETH that in consideration of the sum of five dollars, and other valuable considerations me thereunto moving, the receipt of which is hereby acknowledged, the said Charles Maxwell Taylor, does hereby grant and convey unto Lillie M. Taylor, in fee simple, all of my right, title, interest and estate, being a one undivided one third interest, in and to the following described real estate, to wit: All that lot or parcel of land situated in Pondtown in Queen Anne's County, Maryland, which is described as follows, lying on the left hand side of the county Road leading from Millington to Church Hill adjoining the lads, of James Ringgold, and the lands of William Wiggins, and known as the Cosden lot, and containing nine acres of land, more or less, and being the same land as that described in the deed from Mary R. Walls to Lillie M. Taylor, Charles Maxwell Taylor and Charles D. Walls, dated August 1st. 1910, and recorded in Liber S. S. No. 8, folios 455, a Land Record book for Queen Anne's County, Maryland, to which deed especial reference is hereby made for an accurate description of the land intended to be herein conveyed.

Together with the buildings and improvements thereupon and all the rights, roads, ways, alleys, waters, privileges appurtenances and advantages to the same belonging or in any wise appertaining. And the said Charles Maxwell Taylor 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 or necessary.

Witness my hand and seal.

Test: Robert Coursey. Chas. M. Taylor (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 four, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Charles Maxwell Taylor and did acknowledge the aforegoing deed to be his act and deed.

One fifty cent Int.
Rev. stamp, endorsed:
5/14/24

Robert Coursey, J.P.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber B.H.T. No. 1, folios 566, a Land Record Book for Queen Anne's County.

Clerk's Seal.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Twenty-sixth day of July in the year nineteen hundred and fifty-four.

T. SORDEN PIPPIN
Clerk

Certified Copy of Last Will and Testament
Filed July 27, 1954

"IN THE NAME OF GOD,AMEN"

I, Lillie M. Taylor, of the Village of Pondtown, County of Queen Anne and the State of Maryland, being of sound mind and memory, do make, publish and declare this to be my last will and testament; to-wit:

FIRST -- All my just debts and funeral expenses shall be first duly paid.

SECOND -- I give, devise and bequeath, unto my dear daughter Mrs. Lillian Benway, my three fourths interest in the Real Estate, where I now reside, and also all other property I might own, both real, personal or mixed and wheresoever situated, to have and to hold to her, my said duaghter, and to her heirs and assigns forever, in fee simple.

THIRD -- I nominate and appoint my said daughter Lillian Benway, to be the executrix of this my last will and testament, hereby revoking allformer wills by me made.

In witness whereof I have hereunto set my hand and affixed my seal, this 19 day of November, A.D. 1947

Lillie M. Taylor . . . (SEAL)

Signed, sealed, published and declared as and for her last will and testament, by the above named testator, in our presence, who have, at her request, and in her presence, and in the presence of each other, signed our names as witnesses thereto.

(Witness William F. Palmatary

(Witness Emma A. Palmatary

Dec. 11, 1947.

State of Maryland,
Kent County:

On this 11th day of December, 1947, personally appeared Mrs. Lillie M. Taylor who made oath in due form of law that the above is true and correct and according to her desires and wishes.

As witness my hand and Notarial Seal.

C. M. Melvin Jr.
Notary Public
Place of SEAL

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

On the 14th day of February A.D., 1952, came Lillian Benway, Custodian of the within and aforegoing instrument of writing, purporting to be the last Will and Testament of Lillie M. Taylor, late of Queen Anne's County, deceased, and made oath in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to her hand and possession, and that she does not know nor has she heard of any other and that she received the same from the hand of the Testatrix on or about the 19th day of November A.D., 1947.

Sworn before

Edward E. Coursey
Register of Wills of Queen Anne's County, Md.

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

On the 18th day of February, 1952, came William F. Palmatary and Emma A. Palmatary of Millington, Maryland, the two subscribing witnesses to the aforegoing last Will and Testament of LILLIE M. TAYLOR, late of Queen Anne's County, deceased, and made oath in due for of law, that they did see the Testatrix sign and seal said Will, that they heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with each other subscribed their names as witnesses to said Will at her request in her presence and in the presence of each other.

Sworn in open court.
Test: Edward E. Coursey
Register of Wills of Queen Anne's County, Md.

STATE OF MARYLAND,

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of LILLIE M. TAYLOR, late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 4th day of March, A.D., 1952, that the same be admitted in this Court as the true and genuine last Will and Testament of the said LILLIE M. TAYLOR, deceased.

Edgar L. Lane

Richard B. C. Davidson

William E. Coleman
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 aforegoing is a true copy of the last Will and Testament of LILLIE M. TAYLOR, late of Queen Anne's County, deceased, as filed and passed in this office on March 4th, 1952 and recorded in Liber E.E.C. No. 1 Folio 153 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 26th day of July 1954.

Seal's Place

EDWARD E. COURSEY
Register of Wills for Queen Anne's County,
Maryland

ORDER OF PUBLICATION
Filed July 26, 1954

LILLIAN BENWAY
Smyrna, Delaware
Complainant

VS

HOWARD LEGG,
R.F.D., Denton, Maryland

HERMAN LEGG,
977 Florence Street,
Camden, New Jersey

HARRY LEGG,
408 E. Fourth Street,
Wilmington, Delaware

MARIE SMITH,
Kiamensi Road,
Wilmington, Delaware

EDITH WILTBANKS,
Kennedyville, Maryland

HARRIETT OLIFFE,
Worton, Maryland

HARRY C. WALLS,
6314 Northwest Fourth Avenue,
Miami, Florida

LAURA WALLS,
Golts, Maryland

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 3941

MARTHA TOWNSEND,
Golts, Maryland

ELVA TOWNSLEY,
68 South Perdue Avenue,
Wilmington Manor Gardens,
New Castle, Delaware

RUTH LEAGER,
Smyrna, Delaware

HENRY WALLS,
Centreville, Maryland

Defendants

****

ORDER OF PUBLICATION

The object of this proceeding is to obtain a partition of the property described as follows:

All that lot or parcel of land situate in Pondtown in Queen Anne's County, Maryland, which is described as follows:lying on the left hand side of the County Road leading from Millington to Church Hill adjoining the lands of James Ringgold, and the lands of William Wiggins, and known as the Cosden Lot, containing 9 acres of land, more or less.

BEING the same lot or parcel of land conveyed unto Lillie M. Taylor, Charles M. Taylor and Charles D. Walls by deed from Mary R. Walls, dated the 1st day of August, 1910, and recorded among the Land Records of Queen Anne's County in Liber S.S. No. 8, folio 455.

THE BILL STATES:

1. That certain real estate was conveyed unto Lillie Mae Taylor, Charles M. Taylor and Charles D. Walls, by deed dated August 1, 1910, recorded among the Land Records for Queen Anne's County in Land Record Book SS No. 8, folio 455.

2. That by deed dated May 9, 1924, recorded among the Land Record Books for Queen Anne's County in Liber B.H.T. No. 1, folio 566, the said Charles M. Taylor granted and conveyed unto Lillie M. Taylor, all his right, title, interest and estate in and to the above described property, his interest being an undivided one-third interest.

3. That the said Charles D. Walls, being so seized and possessed, died intestate, on or about January 13, 1931, leaving surviving him the following heirs at law, viz:- Howard Legg, R.F.D., Denton, Maryland; Herman Legg, 977 Florence St., Camden, N.J.; Harry Legg, 408 E. Fourth St., Wilmington, Del.; Edith Wiltbanks, Kennedyville, Md.; Harriett Oliffe, Worton, Maryland; Harry C. Walls, 6314 N.W. Fourth Ave., Miami, Fla.; Louis Walls (Now Deceased); Henry Walls, Centreville, Md.; and Lillie M. Taylor, (Now Deceased).

4. That the said Louis Walls being so seized and possessed as an heir at law of Charles D. Walls died intestate in Kent County, Maryland, in or about the year 1942, leaving surviving him the following heirs at law, viz:- Laura Walls, Golts, Md.; Martha Townsend, Golts, Md.; Elva Townsley, 68 South Perdue Ave., Wilmington Manor Gardens, New Castle, Del.; and Ruth Leager, Smyrna, Del.

5. That the said Lillie M. Taylor, being so seized and possessed, died testate, on February 2, 1952, and by her Last Will and Testament, recorded in Liber E.E.C. No. 1, folio 153, a Will Record Book of Queen Anne's County, she devised all of her right, title, interest and estate in and to said property unto Lillian Benway, and that by virtue of said will, said Lillian Benway is seized and possessed of eleven-fifteenths (11/15) of said property.

6. That the said real estate which Lillian Benway owns as a tenant in common with the said defendants is of such nature that it will not admit of being divided among the parties entitled thereto, as aforesaid, without loss or injury to said parties, 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 said real estate.
(2) That a Trustee or Trustees may be appointed to carry out said sale.
(3) That your Oratrix may have such other and further relief as her case may require.

It is thereupon ordered by the Circuit Court for Queen Anne's County this 26th day of July, 1954, that the Complainant, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week for four successive weeks before the 27th day of August, 1954, gives notice to the said defendants, Herman Legg, Harry Legg, Marie Smith, Harry C. Walls, Elva Townsley and Ruth Leager, non-residents of the State of Maryland, of the object and substance of this Bill of Complaint, warning them to be and appear in this Court, in person or by solicitor, on or before the 13th day of September, 1954, to show cause, if any they may have, why a decree should not be passed as prayed.

T. SORDEN PIPPIN
Clerk

Filed July 26, 1954

Subpoena
Filed Aug. 3, 1954

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Henry Walls
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Lillian Benway, Smyrna, Delaware against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of July, 1954.

Issued the 26th. day of July, 1954.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson Jr.

Address Centreville, Maryland

T. SORDEN PIPPIN ,Clerk

And on the back of the aforegoing is the following endorsement, to wit:

SUMMONED: Henry Walls was summoned this 30th day of July 1954 by reading a copy of this summons to him and a copy of the Bill of Complaint with him.

FRANK Y. WHITELEY
Sheriff

Filed Aug. 3, 1954

Subpoena
Filed Aug. 3, 1954

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO

Martha Townsend
Golts, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Lillian Benway, Smyrna, Delaware against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of July, 1954.

Issued the 26th day of July, 1954.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro-confesso against which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson Jr.

Address Centreville, Maryland

T. SORDEN PIPPIN, Clerk

And at the foot of the aforegoing is the following endorsement, to wit:

This is to certify that on the 29th, day of July 1954 I served the within Summons and Bill of Complaint on Martha Townsend, by reading and leaveing a copy of each with her.

BARTUS O. VICKERS
Sheriff of Kent County

Subpoena
Filed Aug. 3, 1954

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place QUEEN ANNE'S COUNTY, TO WIT:

TO
Harriette Oliffe

Worton, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Lillian Benway, Smyrna, Delaware against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of July, 1954.

Issued the 26th. day of July, 1954.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson Jr.

Address Centreville, Maryland

T. SORDEN PIPPIN ,Clerk

And on the back of the aforegoing is the following endorsement, to wit:

This is to certify that on the 30th, day of July 1954 I served the within sommons and bill of complaint on Harrit Oliffe, by reading and leaveing a copy of each with her.

BARTUS O. VICKERS
Sheriff of Kent County

Subpoena
Filed Aug. 3, 1954

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place QUEEN ANNE'S COUNTY, TO WIT:

TO Laura Walls
Golts, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Lillian Benway Smyrna, Delaware against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of July, 1954.

Issued the 26th. day of July, 1954.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal

attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

This is to certify that on the 29th day of July 1954 I served the within Summons and Bill of Complaint on Laura Walls, by reading and leaveing a copy of each with her.

BARTUS O. VICKERS
Sheriff of Kent County

Subpoena
Filed Aug. 3, 1954

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Edith Wiltbanks
Kennedyville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Lillian Benway, Smyrna, Delaware against you exhibited in the Circuit Court for Queen Anne's County. Hereof, fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of July, 1954.

Issued the 26th. day of July, 1954

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

This is to certify that on the 29th day of July 1954 I served the within Summons and Bill of Complaint on Edith Wiltbank, by reading and leaveing a copy of each with her.

BARTUS O. VICKERS
Sheriff of Kent County

Subpoena
Filed Aug. 3, 1954

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

SEAL'S PLACE

QUEEN ANNE'S COUNTY, TO WIT:

TO Howard Legg
RFD Denton, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Lillian Benway, Smyrna, Delaware against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of July, 1954

Issued the 26th. day of July, 1954.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after thereturn day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson Jr.

Address Centreville, Maryland T. SORDEN PIPPIN ,Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Summoned, copies left July 29th 1954

WILLIAM E. ANDREW
Sheriff of Caro. Co.

LILLIAN BENWAY
Smyrna, Delaware
Complainant

vs

HOWARD LEGG, R.F.D., Denton, Maryland. HERMAN LEGG, 977 Florence Street, Camden, New Jersey. HARRY LEGG, 408 E. Fourth Street, Wilmington, Delaware. MARIE SMITH, Kiamensi Road, Wilmington, Delaware EDITH WILTBANKS, Kennedyville, Maryland. HARRIETT OLIFFE, Worton, Maryland. HARRY C. WALLS, 6314 Northwest Fourth Avenue, Miami, Florida. LAURA WALLS, Golts, Maryland. MARTHA TOWNSEND, Golts, Maryland. ELVA TOWNSLEY, 68 South Perdue Avenue, Wilmington Manor Gardens, New Castle, Delaware. RUTH LEAGER, Smyrna, Delaware. HENRY WALLS, Centreville, Maryland.
Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 3941

ORDER OF PUBLICATION

The object of this proceeding is to obtain a partition of the property described as follows:

All that lot or parcel of land situate in Pondtown in Queen Anne's County, Maryland, which is described as follows, lying on the left hand side of the County Road leading from Millington to Church Hill adjoining the lands of James Ringgold and the lands of William Wiggins, and known as the Cosden Lot, containing 9 acres of land, more or less.

BEGIN the same lot or parcel of land conveyed unto Lillie M. Taylor, Charles M. Taylor and Charles D. Walls by deed from Mary R. Walls, dated the 1st day of August, 1910, and recorded among the Land Records of Queen Anne's County in Liber S.S. No. 8, folio 455.

THE BILL STATES:

1. That certain real estate was conveyed unto Lillie Mae Taylor, Charles M. Taylor and Charles D. Walls, by deed dated August 1, 1910, recorded among the Land Records for Queen Anne's County in Land Record Book S.S. No. 8, folio 455.

2. That by deed dated May 9, 1924, recorded among the Land Record Books for Queen Anne's County in Liber B.H.T. No. 1, folio 566, the said Charles M. Taylor granted and conveyed unto Lillie M. Taylor, all his right, title, interest and estate in and to the above described property, his interest being an undivided one-third interest.

3. That the said Charles D. Walls, beingso seized and possessed, died intestate, on or about January 13, 1931, leaving surviving him the following heirs at law, viz:-Howard Legg, R.F.D., Denton, Maryland; Herman Legg, 977 Florence St., Camden, N.J; Harry Legg, 408 E. Fourth St., Wilmington, Dle; Edith Wiltbanks, Kennedyville, Md.; Harriett Oliffe, Worton, Maryland; Harry C. Walls, 6314 N.W. Fourth Ave., Miami, Fla; Louis Walls (Now Deceased); Henry Walls, Centreville, Md.; and Lillie M. Taylor, (Now Deceased).

4. That the said Louis Walls being so seized and possessed as an heir at law of CharlesD. Walls died intestate in Kent County, Maryland, in or about the year 1942, leaving surviving him the following heirs at law, viz:- Laura Walls, Golts, Md.; Martha Townsend, Golts, Md.; Elva Townsley, 68 South Perdue Ave., Wilmington Manor Gardens, New Castle, Del.; and Ruth Leager, Smyrna, Del.

5. That the said Lille M. Taylor, beingso seized and possessed, died testate, on February 2, 1952, and by her Last Will and Testament, recorded in Liber E.E.C. No. 1, folio 153, a Will Record Book of Queen Anne's County, she devised all of her right, title, interest and estate in and to said property unto Lillian Benway, and that by virtue of said will, said Lillian Benway is seized and possessed of eleven-fifteenths (11/15) of said property.

6. That the said real estate which Lillian Benway owns as a tenant in common with the said defendants is of such nature that it will not admitof being divided among the parties entitled thereto, as aforesaid, without loss or injury to said parties, 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 amongst the parties according to their several interests.

TO THE END, THEREFORE:

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

(2) That a Trustee or Trustees may be appointed to carry out said sale.

(3) That your Oratrix may have such other and further relief as her case may require.

It is thereupon ordered by the Circuit Court for Queen Anne's County, this 26th day of July, 1954., that the Complainant, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week for four successive weeks before the 27th day of August, 1954, gives notice to the said defendants, Herman Legg, Harry Legg, Marie Smith, Harry C. Walls, Elva Townsley and Ruth Legar, non-residents of the State of Maryland, of the object and substance of this Bill of Complaint, warning them to be and appear in this Court, in person or by solicitor, on or before the 13th day of September, 1954, to show cause, if any they may have, why a decree should not be passed as prayed.

T. SORDEN PIPPIN, Clerk

Filed July 26, 1954
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD OBSERVER

Centreville, Md., August 26, 1954

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Publication in the case/estate of Lillian Benway vs. Howard Legg, Herman Legg, Harry Legg, Marie Smith, Edith Wiltbanks, Harriett Oliffe, Harry C. Walls, Laura Walls, Martha Townsend, Elva Townsley, Ruth Leager, Henry Walls 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 August, 1954, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29th day of July 1954, and the last insertion on the 19th day of August, 1954.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Aug. 26, 1954

LILLIAN BENWAY, Smyrna, Delaware	)	In the Circuit Court for Queen Anne's County in Equity
vs	)	
HOWARD LEGG, et al.,	)	Cause No._____
	)	

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Lillian Benway by James E. Thompson Jr., her attorney, unto your Honors, respectfully shows:

1. That subpoenas issued in this cause have been duly served upon Howard Legg, Edith Wiltbanks, Harriett Oliffe, Laura Walls, Martha Townsend, and Henry Walls, six of the Defendants herein, all adult, as will appear by reference to the Sheriff's returns endorsed thereon.

2. That an order of publication has been duly published against Herman Legg, Harry Legg, Marie Smith, Harry C. Walls, Elva Townsley, and Ruth Leager, the other six Defendants, all adult non-residents of the State of Maryland.

3. That all of the twelve Defendants, above named, to this cause have so far failed to appear in these proceedings, although the time provided by law for his or her appearance has expired.

4. That your petitioner is advised that it is entitled to have its bill taken pro confesso against Howard Legg, Herman Legg, Harry Legg, Marie Smith, Edith Wiltbanks, Harriett Oliffe, Harry C. Walls, Laura Walls, Martha Townsend, Elva Townsley, Ruth Leager, and Henry Walls, who constitute all of the Defendants to this cause.

Wherefore your petitioner prays your Honors to pass an order directing that the Bill be taken pro confesso against the twelve Defendants last above named, who constitute all of the Defendants to this cause.

Respectfully submitted:

JAMES E. THOMPSON JR.
Solicitor for Petitioner

Filed Oct. 1, 1954

DECREE

The proceedings heretofore had in this cause having been read and considered, IT IS THEREUPON, this 1st day of October, 1954, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that the Bill of Complaint heretofore filed herein be and the same is hereby taken pro confesso as against the Defendants Howard Legg, Herman Legg, Harry Legg, Marie Smith, Edith Wiltbanks, Harriett Oliffe, Harry C. Walls, Laura Walls, Martha Townsend, Elva Townsley, Ruth Leager, and Henry Walls, who constitute all of the Defendants to this Cause; But because it does not certainly appear to what relief the Plaintiff is entitled, it is further ADJUDGED, ORDERED and DECREED by this Court that leave be and the same is hereby given unto the Plaintiff to take testimony before one of the standing examiners of this Court to support the allegations of the Bill.

Wm. R. HORNEY
Judge

Filed Oct. 1, 1954

Depositions
Filed Nov. 4, 1954

Lillian Benway vs. Howard Legg, et al.	In the Circuit Court for Queen Anne's County, In Equity. Cause number: 3941

The above cause being at issue and notice having been given by the solicitor for the Plaintiff of a desire to take testimony in said case, I Harry C. Butler, one of the standing examiners' for the Circuit Court for Queen Anne's County met at the office of J. Elmer Thompson, Jr., Esq., Solicitor for the Plaintiff at 10:00 A.M., October 26, 1954; After administrating the oath to the following witnesses in said cause the questions were proponded by Mr. Thompson in my presence.

The examination was properly conducted and I did not deem it necessary to examine them further and I wish to certify that there were no irregular or unusual circumstances in the taking of said testimony or in the conduct of the proceedings.

HARRY C. BUTLER
Harry C. Butler, Examiner

Filed: Nov. 4, 1954

LILLIAN BENWAY VS. HOWARD LEGG, ET. AL.	In the Circuit Court for Queen Anne's County in Equity Cause No. 3941

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Solicitor for the Plaintiff, James E. Thompson, Jr., having notified the subscriber, one of the regular Examiners for this Honorable Court, of his desire to taketestimony in this case, your Examiner did attend on the 26th day of October, 1954, in the Law Office of James E. Thompson Jr., in the town of Centreville, Queen Anne's County, Maryland, at the hour of 10 o'clock A.M., there being present, Lillian Benway, a witness and Walter I. Lindsay, another witness, Dolores V. Dadds, Stenographer, and James E. Thompson Jr. Thereupon, after the Stenographer was sworn, the following testimony was taken:

HARRY C. BUTLER
Harry C. Butler

Walter I. Lindsay, the first witness produced on the part of the plaintiff, of lawful age, being duly sworn and examined did depose and say:

BY MR. THOMPSON:

Q. Please state your name, age, occupation and place of residence.

A. Walter I. Lindsay, 38, Superintendent of Assessments of Queen Anne's County, Millington, Maryland.

Q. Are you familiar with the property whereon the late Lillian M. Taylor resided located near Pondtown?

A. I am.

Q. Will you describe this property?

A. This property contains approximately nine or nine and one-half acres of ground and is improved by a one and one-half story dwelling and several out buildings. It is located on the road from Pondtown to Church Hill. The only improvements in the dwelling is electricity. No running water, no bath room. The property is in fair condition.

Q. In your considered opinion, what is the fair market value of this property at the present time.

A. I would say the full cash value of this property is $1200.

EXAMINER'S SPECIAL:

A. No.

WALTER I. LINDSAY
WALTER I. LINDSAY

Lillian Benway, the second witness produced on the part of the plaintiff, of lawful age, being duly sworn and examined, did depose and say:

BY MR. THOMPSON:

Q. Please state your name, address, age and occupation.

A. Lillian Benway, Smyrna, Delaware, 56. I own The Smyrna Pet and Novelty Shop.

Q. Please state your relationship, if any, to the late Lillian M. Taylor and the late Charles D. Walls.

A. Lillian M. Taylor was my mother and Charles D. Walls was my uncle..

Q. State when Charles D. Walls died?

A. January 13, 1931

Q. Where did Charles D.Walls die?

A. He died at the home place on Pondtown Corner, in QueenAnne's County.

Q. Do you know of what county Charles Walls was a resident when he died?

A. Yes, It was Queen Anne's County.

Q. Do you know if Charles Walls left a will?

A. No.

Q. Was he married?

A. No.

Q. Who were his heirs, living at the time of his death? Give their names, addresses, and relationship to him.

A. Lillie M. Taylor, my mother, was Charles Walls' sister. She is now deceased. Henry Walls, Centreville, Maryland was his brother. Louis Walls was another brother. He is now deceased. Edith Wiltbanks, Kennedyville, Maryland, Harriett Oliffe, Worton, Maryland and Harry C. Walls, 6314 N.W. Fourth Avenue, Miami, Florida were all nephews and nieces of Charles D. Walls. They were children of Harry Walls, who died before his brother, Charles. Howard Legg, R.F.D., Denton, Herman Legg, 977 Florence Street, Camden, New Jersey, Harry Legg, 408 East Fourth Street, Wilmington, Delaware, Marie Smith, Kiamensi Road, Wilmington, Delaware, were nephews and nieces of Charles Walls. They were the children of Emma Legg, a sister of Charles Walls, who died before Charles Walls.

Q. Have any of the above named heirs of Charles Walls' deceased,died since his death?

A. Yes.

Q. Who?

A. Louis Walls and Lillie M. Taylor.

Q. When did Louis Walls die?

A. 1942 or 1943.

Q. Where did he die?

A. I think around Golts, Maryland, Kent County

Q. Was he married?

A. Yes.

Q. Did he leave a widow and/or children surviving him.

A. Yes, a widow and three children.

Q. What are their names and addresses?

A. Laura Walls is his widow. She is from Golts, Maryland. His three children are are Martha Townsend, Golts, Maryland, Elva Townsley, New Castle, Delaware, and Ruth Leager, Smyrna, Delaware.

Q. Are they all living?

A. Yes.

Q. Did Charles Walls leave a will?

A. No, I don't think so.

Q. Did Charles D. Walls own any property at the time of his death? If so, state location.

A. Yes, he owned a one-third interest in the home property at Pondtown and my mother, Lillie Taylor owned the other two-thirds.

Q. State when Lillian M. Taylor died.

A. February 3, 1952.

Q. Do you know if she left a Will?

A. Yes.

Q. I now hand you a copy of a will filed in this case. Can you identify this will?

A. Yes, it is the will of my mother, Lillie M. Taylor, in which she left me all of her interest in the home property at Pondtown.

Q. I now hand you a copy of a Deed filed as an exhibit in this case. Can you identify it?

A. Yes, it is a copy of the Deed by which my grandmother, Mary R. Walls, deeded the home property at Pondtown to my mother, Lillie Mae Taylor, my father, Charles M. Taylor and my mother's brother, Charles D. Walls, on the first day of May, 1910.

Q. I now hand you a second Deed filed as an exhibit in this case. Can you identify it?

A. That is the Deed by which my father, Charles M. Taylor, deeded his one-third share of the Pondtown to my mother, Lillie May Taylor.

Q. Is your father now living?

A. No, He died March 20, 1945, before my mother died.

Q. You heard the testimony of Mr. Walter I. Lindsay. Would you say that he gave a complete and adequate description of the property involved in this case, and which is described in the above two deeds.

A. Yes.

Q. Do you know of any other persons, other than thoseheirs named above, who might have any interest in this property?

A. No.

EXAMINER'S SPECIAL

A. No.

LILLIAN BENWAY
Lillian Benway

No other witnesses being named or produced to me I then at the request of the Solicitor for the Plaintiff, closed the depositions taken in said cause and now returned them closed under my hand and seal on this 4th day of November, 1954, at Centreville, Maryland

Examiner Fee	$10.00
Stenographer Fee Dolores Dadds	10.00
Witness Fee Walter I. Lindsay	5.00

HARRY C. BUTLER
Harry C. Butler, Examiner

Filed: Nov. 4, 1954

LILLIAN BENWAY Smyrna, Delaware	)	IN THE CIRCUIT COURT FOR
	)	QUEEN ANNE'S COUNTY
vs	)	IN EQUITY
HOWARD LEGG, et. al.	)	No. 3941

****

THIS CAUSE BEING ready for hearing, and being submitted for final Decree, the Bill of Complaint, Exhibits, Testimony and all other proceedings having been read and duly considered, IT IS THEREUPON, this 16th day of November, 1954, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED, and DECREED, That the real estate described in the above entitled proceedings be sold for the purpose of partition.

AND THAT J. Elmer Thompson, 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 Fifteen Hundred Dollars

($1,500.00) 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 newspapers 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, with the balance of said purchase money payable on the day of final ratification of said sale, or all cash on day of sale at the option of the purchaser; the credit payments to bear interest from the day of sale, and to be secured by the notes or bonds of the purchaser, with surety to be approved by the said Trustee. That as soon as convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceeding 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 lands 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.

That at the time of the advertisement of said sale, the Trustee is hereby directed to give notice to the creditors of Lille M. Taylor, deceased; Charles D. Walls, deceased; and Louis Walls, deceased; said deceased persons being mentioned in the proceedings in this Cause, to file their claims against said deceased persons with the proper vouchers thereof within 90 days from the 20th day of November, 1954.

WM. R. HORNEY
Judge

Filed Nov. 16, 1954

Certified Copy of Bond
Filed Dec. 3, 1954

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Third day of December in the year nineteen hundred and fifty-four, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, James E. Thompson, Jr., of Centreville, Maryland, as Principal, and the 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 Fifteen Hundred Dollars ($1500.00) current money, to be paid to the State of Maryland, or its 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 December, 1954.

WHEREAS, by decree of the Circuit Court for Queen Anne's County, in Equity passed on the 16th day of November, 1954, in Cause pending in said Court in which Lillian Benway is the Plaintiff and Howard Legg, et. al. are the Defendants, the same being Cause No. 3941 in said Court, the said James E. Thompson, Jr., was appointedTrustee to make sale of the real estate mentioned and described in said proceeding.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the above bounded James E. Thompson Jr., 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 and in that event the above obligation to be null and void; otherwsie to be and remain in fullforce and virtue in law.

TEST:

L. H. MEREDITH

ATTEST:

L. H. MEREDITH

JAMES E. THOMPSON JR. (SEAL)
James E. Thompson Jr.

Glens Falls Indemnity Company

BY: W. M. FREESTATE
Attorney in fact
Corporate Seal

And at the foot of the aforegoing is the following endorsement, to wit:

Security approved & Bond filed Dec. 3, 1954

T. SORDEN PIPPIN, Clerk

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folios 36 etc., a Bond Record Book for Queen Anne's County.

Clerk's Seal.

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 fifty-four.

T. SORDEN PIPPIN
Clerk

LILLIAN BENWAY,
Smyrna, Delaware

vs

Howard Legg, et. al

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

No. 3941

* * * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The report of sale of the real estate made in this Cause by James E. Thompson Jr., 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 16th day of November, 1954, your Trustee filed a bond in this cause in the penalty of Fifteen Hundred Dollars ($1500.00) 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 advertised the time, place, manner and terms of sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks prior to December 14, 1954, as will appear by reference to the certificate of advertisement of sale which is hereto attached as a part hereof.

3. That your trustee, pursuant to said advertisement, at 1:30 o'clock P.M., on Tuesday, December 14, 1954, in front of the Court House Door, offered the real estate described in said advertisement for sale at public auction by J. Elmer Anthony, Auctioneer.

4. That at the time and place aforesaid the highest bid for said real estate was $1400.00, and in accordance with the decree of this Honorable Court, said real estate was sold to John F. Stokes and Margaret M. Stokes at and for the sum of $1400.00, the highest bid therefor, subject to the ratification of this sale by this Honorable Court; and said buyers have paid the full sum of $1400.00 for the aforesaid property upon the advertised terms of sale.

5. That your trustee believes that said price is the best price obtainable for the property due to the dilapidated condition of the house thereon, it being noted that said property was appraised by Walter I. Lindsay at $1200.00.

6. That at the time of the several insertions of said advertisement of sale in said newspaper your trustee published in the same newspaper a notice to the creditors of Lillie M. Taylor, deceased, Charles D. Walls, deceased, and Louis Walls, deceased, requiring them to file their claims against said decedents with the Clerk of this Court within 90 days from November 20, 1954, or be excluded from participating in the proceeds of said sale, as will appear by reference to the certificate of publication of said notices to creditors hereto attached as a part hereof.

Respectfully submitted,

JAMES E. THOMPSON JR. TRUSTEE
James E. Thompson Jr., Trustee

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

I HEREBY CERTIFY that on this 16 day of Dec., 1954, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared James E. Thompson Jr., and made oath in due form of law, that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein set forth, and that the sale therein reported, was fairly made.

Notary
Public
Seal.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County

Filed Dec. 16, 1954

TRUSTEE'S SALE OF VALUABLE
REAL ESTATE AND RESIDENTIAL
PROPERTY LOCATED IN PONDTOWN, MARYLAND

The undersigned trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed November 16, 1954, in Cause No. 3941 in said Court, will sell at public sale to the highest bidder in front of the Court House Door in Centreville, Maryland, on TUESDAY, DEC. 14, 1954 commencing at 1:30

o'clock P.M., all of the following described real estate:

All that lot, tract, part of a tract or parcel of land, improved by a frame dwelling house, situate, lying and being in Pondtown, Queen Anne's County, Maryland, which is described as follows, lying on the left hand side of the county road leading from Millington to Church Hill, adjoining the lands of (or formerly of) James Ringgold, and the lands of (or formerly of) William Wiggins, and known as the Cosden Lot, or the Lillie M. Taylor Property, containing nine (9) acres of land, more or less.

TERMS OF SALE

Whole price may be paid in cash on day of sale or one-third of purchase money shall be paid in cash on day of sale, the balance on final ratification of sale by said Court, said balance to bear interest from day of sale and to be secured to the Trustee's satisfaction. Full possession will be given to the purchaser on final ratification of sale. Title papers, revenue stamps, and cost of recording deed to be at purchaser's expense.

JAMES E. THOMPSON JR.,
Trustee

J. Elmer Anthony, Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 16, 1954

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale of valuable Real Estate and Residential Property in the case/estate of Lillian Benway vs. Howard 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 4t successive weeks before the 20th day of February, 1955 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18 day of November 1954, and the last insertion on the 9th day of December, 1954.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Dec. 16, 1954

NOTICE TO CREDITORS

All creditors of Lillie M. Taylor, deceased, Charles D. Walls, deceased, and Louis Walls, deceased, are hereby notified that they must file their claims against said decedents with the Clerk of the Circuit Court for Queen Anne's County, in Equity, within ninety (90) days from the 20th day of November, 1954, or be excluded from participation in the proceeds of sale of the real estate left by said decedents.

JAMES E. THOMPSON JR.,
Trustee in Chancery Cause No. 3941

QUEEN ANNE'S RECORD-OBSERVER

CENTREVILLE, MD., Dec. 16, 1954

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice To Creditors of Lillie M. Taylor Charles D. Walls Louis Walls inthe case/estate of Lillian Benway Vs Howard 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'sCounty, Maryland, once a week for 4 successive weeks before the 20 day of Feb. 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18 day of Nov. 1954 and the last insertion on the 9 day of Dec., 1954

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By MRS. ADA LEE MILLS

Filed Dec. 16, 1954

ORDER NISI

N I S I

Lillian Benway
VS.
Howard Legg, et a.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
NO. 3941

ORDERED, this 16th. day of December, 1954, that the sale of real estate made and reported in this cause by James E. Thompson, Jr., Trustee, be ratified and confirmed, on or after the 14th. day of January next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 23rd day of December 1954, and ending on the 6th. day of January 1955.

The report states the amount of sales to be $1400.00

T. SORDEN PIPPIN Clerk

Filed: Dec. 16, 1954

Lillian Benway

vs.

Howard Legg, et al.

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

No. 3941

Ordered, this 16th day of December, 1954, that the sale of real estate made and reported in this cause by James E. Thompson, Jr., Trustee, be ratified and confirmed, on or after the 14th day of January, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 23rd day of December, 1954, and ending on the 6th day of January, 1955.

The report states the amount of sales to be $1400.00.

T. SORDEN PIPPIN, Clerk

Filed: Dec. 16, 1954.

True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Jan. 17, 1955

The Queen Anne's Record and Observer Publishing Company, a body corporate, does hereby certify that nisi in the estate of Lillian Benway Vs. Howard 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 three successive weeks, commencing on the 23rd. day of Dec., 1954, and ending on the 6th. day of Jan. , 1955.

The Queen Anne's Record and
Observer Publishing Co.

by: MRS. ADA LEE MILLS

Filed Jan. 17, 1955

TRUSTEE'S SALE OF VALUABLE
REAL ESTATE AND RESIDENTIAL
PROPERTY LOCATED IN Pondtown,
Maryland

The undersigned trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed November 16, 1954, in Cause No. 3941 in said Court, will sell at public sale to the highest bidder in front of the Court House Door in Centreville, Maryland, on TUESDAY, DEC. 14, 1954 commencing at 1:30 o'clock P.M., all of the following described real estate:

All that lot, tract, part of a tract or parcel of land, improved by a frame dwelling house, situate, lying and being in Pondtown, Queen Anne's County, Maryland, which is described as follows, lying on the left hand side of the county road leading from Millington to Church Hill, adjoining the lands of (or formerly of) James Ringgold and the lands of (or formerly of) William Wiggins and known as the Cosden Lot, or the Lillie M. Taylor Property, containing nine (9) acres of land, more or less.

TERMS OF SALE

Whole price may be paid in cash on day of sale or one-third of purchase money shall be paid in cash on day of sale, the balance on final ratification of sale by said Court, said balance to bear interest from day of sale and to be secured to the Trustee's satisfaction. Full possession will be given to the purchaser on final ratification of sale. Title papers, revenue stamps, and cost of recording deed to be at purchaser's expense.

JAMES E. THOMPSON, JR.
Trustee

J. Elmer Anthony, Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Jan. 18, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale of valuable Real Estate and Residential Property in the case/estate of Lillian Benway vs. Howard 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 4 successive weeks before the 14 day of Dec., 1954, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18 day of Nov. 1954, and the last insertion on the 9 day of Dec., 1954

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By MRS. ADA LEE MILLS

Filed Jan. 8, 1955

NOTICE TO CREDITORS

All creditors of Lillie M. Taylor, deceased, Charles D. Walls, deceased, and Louis Walls deceased, are hereby notified that they must file their claims against said decedents with the Clerk of the Circuit Court for Queen Anne's County, in Equity, within ninety (90) days from the 20th day of November, 1954, or be excluded from participation in the proceeds of sale of the real estate left by said decedents.

JAMES E. THOMPSON, JR.
TRUSTEE In Chancery Cause No. 3941

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Jan. 18, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to Creditors Lillie M. Taylor Charles D. Walls Louis Walls in the case/estate of Lillian Benway Vs. Howard 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 4 successive weeks before the 14 day of Dec., 1954, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18 day of Nov. 1954, and the last insertion on the 9 day of Dec., 1954

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By MRS. ADA LEE MILLS

Filed Jan. 18, 1955

LILLIAN BENWAY, Smyrna, Delaware,	)	In the Circuit Court for Queen Anne's County in Equity
vs.	)	
HOWARD LEGG, et. al.,	)	Cause No. 3941
	)	

FINAL ORDER OF RATIFICATION

ORDERED this 18th day of January, 1955, by the Circuit Courtfor Queen Anne's County, in Equity, that the sale of the real estate made and reported in this Cause by James E. Thompson Jr., Trustee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown as required by the preceding Order Nisi; and the Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the auditor.

Wm. R. HORNEY
Judge

Filed: Jan. 18, 1955

Audit
Filed March 1, 1955

Lillian Benway	In The Circuit Court For
vs.	Queen Anne's County
Howard Legg, et.al.	Cause No. 3941

To The Honorable, the Judges of Said Court:

The report of J. Thomas Clark, auditor, unto your Honor respectfully sets forth:

1. That this report and account is stated at therequest of James E. Thompson, Jr., trustee in this cause.

2. That in the within account, James E. Thompson, Jr., Trustee, duly appointed by order of this Court, dated November 16, 1954, is charged with the proceeds of sale, and thereafter allowed all expenses not personal in accordance with the order of this Court, dated January 18, 1955, for which proper vouchers and receipts have been produced. In addition thereto, your auditor has charged the said trustee with the costs of advertising the order nisi to this audit as well as the fee charged by your auditor.

3. That in the distribution of net proceeds, all died intestate unless otherwise noted therein.

Respectfully submitted,

J. THOMAS CLARK
Auditor

February 28, 1955.

Filed Feb. 28, 1955

Cause No. 3941

The proceeds of the sale of real estate reported in this cause, in account with J. Elmer Thompson, Trustee, appointed by this Honorable Court to make the sale in these proceedings (and vendor of said land).

Cr.

1954
Dec. 14 By gross proceeds of the sale of said land, per report of saidvendor, to wit:.....$,400.00

Dr.

1954
Dec. 14 To J. Elmer Thompson, trustee (and vendor) for his commissions for making said sale, per order of court.....$91.50

To do., for court costs of this cause, per statement of Clerk for same exhibited, and due therefor:
Costs of T. Sorden Pippin, Clerk.....$89.90
Appearance fee of James E. Thompson, Attorney..... 10.00
Costs of H.C. Butler, Examiner..... 10.00
Costs of Dolores Dadds, Steno..... 10.00
Costs of E. Clyde Walls, Register of Wills, Queen Anne's Co..... 3.50
Costs of Walter I. Lindsay, as a witness fee..... 5.00
Costs of following Sheriffs:
1-Bartus O. Vickers, Kent Co..... 3.80
2-William E. Andrews, Caroline Co.... 1.20
3-Frank Y. Whiteley, Queen Anne Co.. .95 134.35

To do., for an amount paid W.M. Freestate Agency, for the premium on the corporate surety bond filed by said trustee in this cause, per receipt for the same exhibited.....10.00

To do., for an amount paid J. Elmer Anthony, auctioneer, for crying said sale, per receipt for the same exhibited.....15.00

To do., for an amount paid Queen Anne's Record-Observer, per receipts for same exhibited, as follows, to wit:
Costs of publishing order of publication.....94.50
Costs of publishing notice to creditors.....10.50
Costs of publishing notice of sale.....36.00
Costs of publishing order nisi of sale..... 9.00 150.00

J. THOMAS CLARK
Auditor

February 28, 1955.

To do., for an amount to be due to Queen Anne's Record-Observer for publishing the order nisi to be passed as to this audit..... 7.50

To J. Thomas Clark, auditor, for stating this audit and account..... 36.00

To balance for distribution to heirs at law of Charles D.Walls, deceased,and devisee of Lillie M. Taylor, deceased..... 955.65

$1,400.00 $1,400.00

J. THOMAS CLARK
Auditor

Febraury 28, 1955

Cr.

By balance carried forward prior to any distribution to heirs at law of Charles D. Walls, deceased,and devisee of Lillie M. Taylor, deceased..... $955.65

Dr.

To heirs at law of Charles D. Walls, deceased, a 1/3 share of the same to be hereafter distributed,or the sum of.....$318.55

To devisee of will of Lillie M. Taylor, deceased, a 2/3 share of the same to to hereinafter distributed, or the sum of..... 637.10

$955.65 $955.65

Cr.

By balance carried forward for distribution to heirs at law of Charles D.Walls,deceased..... $318.55

To Henry Walls,a brother of Charles D. Walls, deceased, and heir at law a 1/5 share of the same or the sum of.....$63.71

To Edith Wiltbanks, a daughter of Harry Walls,deceased brother of Charles D. Walls, deceased,and heir at law a 1/15 share of the same or the sum of.....21.23

To Harriet Oliffe, a daughter of Harry Walls, a predeceased brother of Charles D. Walls,deceased, andheir at law a 1/15 share of the same or the sum of.....21.24

To Harry C. Walls, a son of Harry Walls, a predeceased brother of Charles D. Walls, deceased, and heir at law a 1/15 share of the same or the sum of.....21.24

To Howard Legg, a son of Emma Legg, a predeceased sister of Charles D. Walls,deceased,and heir at law a 1/20 share of the same or the sum of.....15.92

To Herman Legg, a son of Emma Legg, a predeceased sister of Charles D. Walls,deceased,and heir at law a 1/20 share of the same or the sum of.....15.93

J. THOMAS CLARK
Auditor

February 28, 1955.

To Harry Legg, a son of Emma Legg, a predeceased sister of Charles D. Walls,deceased, an d heir at law a 1/20 share of the same or the sum of.....15.93

To Marie Smith, a daughter of Emma Legg, a predeceased sister of Charles D. Walls,deceased,and heir at law a 1/20 share of the same or the sum of.....15.93

To Laura Walls, widow of Louis Walls, a brother of Charles D. Walls, deceased, who died after the said Charles D. Walls, deceased, andheir at law, a 1/15 share of the same or the sum of.....21.23

To Martha Townsend, a daughter of Louis Walls, a deceased brother of Charles D. Walls, deceased, who died after the said Charles D. Walls, and heir at law, a 4/90 share of the same or the sum of.....14.16

To Elva Townsley, a daughter of Louis Walls, a deceased brother of Charles D. Walls, deceased, who sied after the said Charles D. Walls, and heir at law, a 4/90 share of the same or the sum of.....14.16

To Ruth Leager, a daughter of Louis Walls, a deceased brother of Charles D. Walls, deceased, who died after the said Charles D. Walls, and heir at law, a 4/90 share of the same or the sum of.....14.16

To the balance carried forward, being the 1/5 share of the same inheirted by Lillie M.Taylor, a deceased sister of Charles D. Walls, deceased, who died testate after the said Charles D. Walls, or the sum of.....63.71

# 318.55	$318.55

J. THOMAS CLARK
Auditor

February 28, 1955

Cr.

By balance carried forward for distribution to the devisee under the will of Lillie M.Taylor, deceased, as follows, to wit:

1-By a 2/3 share of the net proceeds of sale..	$637.10	
2-By Inheritance of a 1/5 of 1/3 share of net proceeds of sale.....	63.71	$700.81

Dr.

To E. Clyde Walls, Register of Wills for Queen Anne's County, an inheritance tax of 1% on the sum of $700.81 inherited under the will of Lillie M. Taylor by Lillian Benway, residuary and sole devisee of the same or the sum of.....$7.00

To Lillian Benway, residary and sole devisee under the will of Lillie M. Taylor, deceased, the balance or the sum of.....693.81

$700.81	$700.81

February 28, 1955.

J. THOMAS CLARK
Auditor

Filed March 1, 1955

Nisi Ratification of Audit

NISI RATIFICATION OF AUDIT

Lillian Benway	)	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Howard Legg, et al.	)	INEQUITY
	)	Cause No. 3941

ORDERED, This 1st. day of March in the year nineteen hundred andfifty-five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th. day of March, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 18th. day of March, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed March 1, 1955

NISI RATIFICATION OF AUDIT

Lillian Benway

vs.

Howard Legg, et al.

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

Cause No. 3941

ORDERED, This 1st day of March, in the year nineteen hundred and fifty-five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of March, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 18th day of March, 1955; in some newspaper printed and published in Queen Anne's County.

Filed: March 1, 1955.

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 26, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification in the case/estate of Lillian Benway vs. Howard 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 2 successive weeks before the 18th day of March, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 3rd day of March 1955, and the last insertion on the 10th day of March, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Mar. 26, 1955

RATIFICATION OF AUDIT

LILLIAN BENWAY	)	In the Circuit Court for
vs	)	Queen Anne's County
HOWARD LEGG, et. al.	)	Cause No. 3941

* * * * * * * * * * *

ORDERED this 26th day of March, 1955, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the aforegoing Report and Account filed in these proceedings by J. Thomas Clark, 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 Trustee is directed to apply and distribute the said trust estate accordingly, with a due proportion of interest as same has been or may be received.

Wm. R. HORNEY
Judge

Filed March 26, 1955

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

C A U S E N O. 3118

Carrie E. Skipper, widow	:	In the Circuit Court
Vs.	:	for
Marguerite S. Del Toro, and Julio Del Toro, her husband, Arthur B. Skipper Martha Skipper, Sarah Skipper, Alice Skipper	:	Queen Anne's Co. Md. In Equity, No.

Mr. William H. Carter, Clerk:-

Please docket case as above entitled, file Bill of Complaint, enter my appearance for Complainant, issue subpoenas as prayed, and also Order of Publication as prayed.

HERBERT E. PERKINS
Atty. for Complainant

Bill of Complaint
Filed Feb. 2, 1937

Carrie E. Skipper, widow	:	
Vs.	:	In the Circuit Court
Marguerite S. Del Toro, and Julio Del Toro, her husband, Arthur B. Skipper Martha Skipper, Sarah Skipper, Alice Skipper.	:	for Queen Anne's Co. In Equity, No.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining says,

1. That Harry P. Skipper, late of Queen Anne's County, deceased, was in his lifetime seized and possessed of a tract or parcel of land located in the Second Election District near the Chester River Bridge, and near the public road leading from Chestertown to Church Hill, and containing 255 acres of land, more or less.

2. That being so seized and possessed, the said Harry P. Skipper departed this life on or about March 13th., 1932, intestate, and leaving surviving him a widow, Carrie E. Skipper, who resides in said Queen Anne's County, and leaving the following children and descendants, to whom, as his heirs at law, the said lands have descended.

(a) Marguerite P. Skipper, a daughter, who intermarried with Julio Del Toro, both of whom are of full age and reside in Ann Arbor Michigan.

(b) Arthur B. Skipper, a son, adult, who resides in Baltimore City, Maryland.

(c) Martha Skipper, a daughter, adult, who resides in Baltimore City, Maryland.

(d) Sarah Skipper, a daughter, adult, who resides in Baltimore City, Maryland.

(e) Alice Skipper, a daughter, adult, who resides in Springfield, Sykesville, Carroll County, Maryland.

3. That the above described real estate is not susceptible of division among the parties entitled to an interest therein without material loss and injury and in order to make division in said property it will be necessary to sell the same and divide the proceeds of sale among those entitled thereto.

TO THE END THEREFORE

1st. That a Decree may be passed for a sale of the above described real estate and the proceeds therefrom to be divided among those entitled thereto.

2nd. That your Orator may have such other and further relief as her case may require.

MAY IT PLEASE YOUR HONORS, to grant unto your Orator the Writ of Subpoena directed to the said Arthur B. Skipper, Martha Skipper, Sarah Skipper, residing at 3204 Phelps Lane. Baltimore City, Maryland, and to the said Alice Skipper, residing in Springfield, Sykesville, Carroll County, Maryland, commanding them, and each of them, to be and appear, either in person, or by Solicitor, in this Court, on or before a certain day, to be named therein, to show cause, if any they have, why a Decree ought not to be passed as prayed; and to grant unto your Orator the Order of Publication giving notice to the said Marguerite S. Del Toro and Julio Del Toro, her husband, both residing in Ann Arbor, Michigan, 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 be passed as prayed.

And as in duty bound,

HERBERT E. PERKINS
Solicitor for Complainant

Filed February 2nd, 1937

Order of Publication
Filed Feb. 2, 1937

ORDER OF PUBLICATION

Carrie E. Skipper, widow	:	In the Circuit
	:	Court for Queen
Vs.	:	Anne's County, Md.
Marguerite S.Del Toro and Julio Del Toro, her husband,	:	In Equity, No. 3118
Arthur B. Skipper	:	
Martha Skipper, Sarah Skipper,	:	
Alice Skipper	:	

The object of this suit is a Partition Proceeding for sale of real estate situated in the Second Election District, Queen Anne's County, Maryland, belonging to the late Harry P. Skipper, deceased.

The substance of the Bill of Complaint is as follows:

1. That Harry P. Skipper, late of Queen Anne's County deceased, was in his lifetime seized and possessed of a tract or parcel of land located in the Second Election District near the Chester Riber Bridge, and near the public road leading from Chestertown to Church Hill, and containing 255 acres of land, more or less.

2. That being so seized and possessed, the said Harry P. Skipper departed this life on or about March 13th., 1932, intestate, and leaving surviving him a widow, Carrie E. Skipper, who resides in said Queen Anne's County, and leaving the following children and descendants, to whom, as his heirs at law, the said lands have descended.

(a) Marguerite P. Skipper, a daughter, who intermarried with Julio Del Toro, both of whom are of full age and reside in Ann Arbor Michigan.

(b) Arthur B. Skipper, a son, adult, who resides in Baltimore City, Maryland.

(c) Martha Skipper, a daughter, adult, who resides in Baltimore City, Maryland

(d) Sarah Skipper, a daughter, adult, who resides in Baltimore City, Maryland.

(e) Alice Skipper, a daughter, adult, who resides in Springfield, Sykesville, Carroll County, Maryland.

3. That the above described real estate is not susceptible of division among the parties entitled to an interest therein without material loss, and in order to make division in said property it will be necessary to sell the same anddivide the proceeds of sale among those entitled thereto.

TO THE END THEREFORE:

1st. That a Decree may be passed for a sale of the above described real estate and the proceeds therefrom to be divided among those entitled thereto.

2nd. That your Orator may have such other and further relief as her case may require.

IT IS THEREUPON, this 2nd day of February 1937, ordered by the Circuit Court of 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 news-

paper, printed and published in Queen Anne's County, aforesaid, once in each of four successive weeks before the 6th day of March 1937, give notice to the said Marguerite S. Del Toro and Julio Del Toro, her husband, residing in the State of Michigan, who are non-residents of this State, of the object and substance of this bill, and warning them to appear in the Circuit Court of Queen Anne's County, in Equity, in person or by Solicitor, on or before the22nd day of March 1937, to answer the premises and show cause, if any they have, why a decree ought not to be passed as prayed.

WILLIAM H. CARTER, Clerk

Filed February 2nd, 1937

Subpoena
Filed Feb. 2, 1937

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

Seal's Place

TO
Alice Skipper in Springfield Sykesville

OF CARROLL COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set adise, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of March next, to answer the complaint of Marguerite S. Del Toro, et. al against you in said court exhibited.

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

WITNESS, The Honorable Wm. Mason Shehan Chief Judge of our said Court, the 1st Monday of February 1937
Issued the 2nd day of February 1937

HERBERT E. PERKINS WILLIAM H. CARTER Clerk

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 March next, being the Return Day.

WILLIAM H. CARTER Clerk

And on the back of the aforegoing is the following endorsement, to wit:

February 4th, 1936

Summoned Allice Skipper and copy of within writ left with Dr. Ira A. Darling, Superintendent of the Springfield State Hospital at Sykesville, Carroll County Md. where the said Alice Skipper is confined.

JOHN A. SHIPLEY
Sheriff of Carroll County, Md.

Fee; $1.20

Filed February 5th, 1937

Subpoena
Filed

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Seal's Place
Arthur B. Skipper
Martha Skipper
Sarah Skipper

OF OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside,you be and appear before the Circuit Court for Quee Anne's County, as a Court of Equity, at Centreville, in said county, on the first Monday of March next, to answer the complaint of Marguerite S. Del Toro, et. al. against you in said court exhibited.

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

WITNESS, The Honorable William Mason Shehan Chief Judge of our said Court, the first Monday of February 1937
Issued the Second day of January 1937

Herbert E. Perkins Wm. H. CARTER Clerk

Solicitor for Complainants

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

Wm. H. CARTER Clerk.

And on the back of the aforegoing is the following endorsement, to wit:

Summoned "Ommes" and a copy of the Process left with each defendant

JOSEPH C. DEEGAN
Sheriff

Fee $2.85

Filed February 26, 1937

Filed March 1, 1937

February 27th, 1937

Hon. Wm. H. Carter, Clerk
Circuit Court for Queen Anne's County
Centreville, Md.

Dear Sir:

I ask in the event of being unable to arrange for appearance by attorney, that you transmitt to the Honorable Judges of the Court my respectfull request that this letter serve the requirements of appearance called for in notice of Suit served on me, or if not allowable I be granted an extension of time to make appearance.

In support of my request I submitt, that service of the notice of suit was made on me only last Wednesday night February 24th and this was my first knowledge of any action being taken at court.

Respectfully,

ARTHUR B. SKIPPER

3204 Phelps Lane
Baltimore, Md.

Answer
Filed March 9, 1937

Carrie E. Skipper, widow, Plaintiff,	)	In the
vs.	)	Circuit Court
	)	for
Marguerite S. Del Toro, and Julio Del Tor, her husband, Arthur B. Skipper, Martha Skipper, Sarah Skipper, and Alice Skipper, defendants	)	Queen Anne's County,
	)	In Equity.
	)	Chancery No. 3118.

* * * * * * * *

To the Honorable, the Judges of said Court:

The answer of Arthur B. Skipper, Martha Skipper and Sarah Skipper, three of the respondents in this cause, by Thomas J. Keating, Jr., their attorney, to the Bill of Complaint exhibited against them, respectfully sets forth:

1. That your respondents admit the matters and things alleged in Paragraph No. One of said Bill of Complaint.

2. That your respondents admit the matters and things alleged in Paragraph No. Two of said Bill of Complaint and further answering same your respondents aver that thedaughter, Alice Skipper, who resides at Springfield, Sykesville, Carroll County Maryland, is a person non compos mentis and your respondent, Martha Skipper is about to institute proceedings in the Circuit Court of Baltimore City to have a Trustee appointed for said Alice Skipper.

3. That your respondents deny the allegations contained in Paragraph No. Three of said Bill of Complaint, and further answering the same say: that the farm mentioned in the Bill of Compalint is susceptible of division among the parties entitled to an interest therein without any loss or injury to any of said parties for the reason thatsaid farm has an extensive water frontage on Chester River which gives it its chief value and has sufficient water frontage to allow each party considerable water front and sufficient back land as well; that the farm is not in a good state of cultivation, a large portion thereof having been untilled for some time, and the build-in improvements on the farm are not extensive nor are they in very good condition and do not constitute, therefore, any very appreciable part of the value of the farm.

That your respondents are desirous of holding their combined respective portions of the farm in common with each other and with the other defendants, and allowing the plaintiff to hold her portion of the farm inseveralty; and, should it not be possible to divde the land in that manner, then your respondents desire a

partition and division of the land among all of the parties according to their respective interests therein.

And having fully answered the Bill of Complaint your respondents pray

(1) That they be dismissed hence with their costs.
(2) That, should this Honorable Court find that the plaintiff is entitled to some relief in the premises, then a commission be issued to divide or partition the real estate described in these proceedings among the parties according to their respective interests and shares therein.

And as in duty bound, etc.

THOS. J. KEATING JR.
Solicitor for Arthur Skipper,
Martha Skipper and Sarah Skipper.

Filed March 9, 1937

Petition for Guardian Ad Litem
Filed May 31, 1937

Carrie E. Skipper	:	In the Circuit Court
Vs.	:	for Queen Anne's Co.
Marguerite S. del Toro, et al.	:	In Equity, No. 3118

To the Honorable, the Judges of said Court.

The Petition of Herbert E. Perkins, Solicitor for the Complainant, in the above entitled case respectfully represents:

That the said Alice Skipper, one of the defendants, has legally been returned summoned, but being a non compos mentis, she can not answer or defend this suit for herself.

Your Petitioner therefore prays your Honor to appoint a guardian ad litem to appear and answer for saiddefendant.

As in duty bound, etc.,

HERBERT E. PERKINS
Solicitor for Complainant

STATE OF MARYLAND, KENT COUNTY, TO WIT:-

I hereby certify that on this 2nd., day of April, in the year nineteen hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E.Perkins, and made oath in due form of law, that the matter and facts in the aforegoing petition are true to the best of his knowledge and belief.

Notary Public Seal

MARY A. PENNINGTON
Notary Public

Filed May 31, 1937

ORDER OF COURT

Ordered, this 31st day of May 1937, by the Circuit Court for Queen Anne's County, upon the aforegoing petition and affidavit, that William R. Horney, be, and he is hereby, appointed guardian ad litem to appear and answer for Alice Skipper, one of the defendants in the above cause.

THOS. J. KEATING

Filed May 31 1937

Answer of Guardian Ad Litem
Filed May 31, 1937

Carrie E. Skipper	:	In the Circuit Court
Vs.	:	for Queen Anne's Co.
Marguerite S. del Toro, et al	:	In Equity, No. 3118

The Answer of Alice Skipper, non compos mentis, by William R. Horney, Guardian ad litem, duly appointed by Order of this Court to the Bill of Complainant of Carrie E.Skipper, against her and other defendants in this Court exhibited.

This Defendant, being a non compos mentis, 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.,

Wm. R. HORNEY
Guardian ad litem for
Alice Skipper

Order of Publication
Filed May 31, 1937

ORDER OF PUBLICATION

CARRIE E. SKIPPER, widow	In the Circuit Court for
vs.	Queen Anne's County, Maryland,
MARGUERITE S. DEL TORO, and JULIO DEL TORO her husband ARTHUR B. SKIPPER MARTHA SKIPPER SARAH SKIPPER ALICE SKIPPER	In Equity, No. 3118

The object of this suit is a Partition Proceeding for sale of real estate, situated in the Second Election District, Queen Anne's County, Maryland, belonging to the late Harry P. Skipper; deceased.

The substance of the Bill of Complaint is as follows:

1. That Harry P. Skipper, late of Queen Anne's County deceased, was in his lifetime seized and possessed of a tract or parcel of land located in the Second Election District near the Chester River Bridge, and near the public road leading from Chestertown to Church Hill, and containing 255 acres of land, more or less.

2. That being so seized and possessed, the said Harry P. Skipper departed this life on or about March 13th, 1932, intestate, and leaving surviving him a widow, Carrie E.Skipper, who resides in said Queen Anne's County, and leaving the following children and descendants, to whom, as his heirs at law, the said lands have descended.

(a) Marguerite P. Skipper, a daughter, who inter-married with Julio Del Toro, both of whom are of full age and reside in Ann Arbor, Michigan.

(b) Arthur B. Skipper, a son, adult, who resides in Baltimore City, Maryland,

(c) Martha Skipper, a daughter, adult, who resides in Baltimore City, Maryland.

(d) Sarah Skipper, a daughter, adult, who resides in Baltimore City, Maryland.

(e) Alice Skipper, a daughter, adult, who resides in Springfield, Sykesville, Carroll County, Maryland.

3. That the above described real estate is not susceptible of division among the parties entitled to an interest therein without material loss, and in order to make division in said property it will be necessary to sell the same and divide the proceeds of sale among those entitled thereto.

TO THEEND THEREFORE:

1st. That a Decree may be passed for a sale of the above described real estate and the proceeds therefrom to be divided among those entitled thereto.

2nd. That your Orator may have such other and further relief as her case may require.

IT IS THEREUPON, this 2nd day of February, 1937, ordered by the Circuit Court of 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 somenewspaper, printed and published in Queen Anne's County, aforesaid, once in each of four successive weeks before the 6th day of March, 1937, give notice to the said Marguerite S. Del Toro and Julio Del Toro,her husband residing in the State of Michigan, who are non-residents of this State, of the object and substance of this bill, and warning them to appear in the Circuit Court of Queen Anne's County, in Equity, in person or by Solicitor, on or before the 22nd day of March, 1937, to answer the premises and show cause, if any they have, why a decree ought not to be passed as prayed.

WILLIAM H. CARTER, Clerk

True Copy
Test:
WILLIAM H. CARTER, Clerk
Filed February 2nd, 1937

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. May 31 1937

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certified that the Order of Publication in the case of Carrie E. Skipper, widow vs. Marguerite S. Del Toro and Julio Del Toro, her husband, Arthur B. Skipper Martha Skipper, Sarah Skipper Alice Skipper a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S

RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 4th day of February 1937, being more than four weeks before the 22nd day of March 1937

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING CO.

By BERTHA G. DURNEY

Filed May 31 1937

Interlocutory Decree
Filed May 31, 1937

Carrie E. Skipper	:	In the Circuit Court for
Vs.	:	Queen Anne's Co.
Margureite S. Del Toro, et al	:	In Equity, No. 3118

Three of the defendants, Arthur B. Skipper, Martha Skipper, and Sarah Skipper, and one of the defendants, Alice Skipper, by and through her guardian ad litem having answered the Bill of Complaint, and the remaining defendants, Marguerite S. del Toro, and Julio del Toro, her husband, having been served by Order of Publication, but failing to appear or answer the Bill of Complaint.

It is thereupon, this 31st day of May 1937, by the Circuit Court for Queen Anne's County, adjudged, ordered and decreed that the plaintiff is entitled to relief in the premises as to the said Marguerite del Toro and Julio del Toro; but because it does not certainly appear to what relief the plaintiff is entitled, it is further adjudged and ordered that leave be granted to the plaintiff to take testimony before any one of the Standing Examiners of this Court, to support the allegations of the bill.

THOS.J. KEATING

Filed May 31, 1937

DEPOSITIONS
Filed Aug. 5, 1937

Carrie E. Skipper, widow, plaintiff,	)	IN THE CIRCUIT COURT
vs.	)	FOR
Marguerite S. Del Toro, and Julio Del Toro, her husband Arthur B. Skipper, Martha Skipper, Sarah Skipper, and Alice Skipper, defendants.	)	QUEEN ANNE'S COUNTY, IN EQUITY. CHANCERY NO. 3118

- - - - - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Honorable Court by its order of the thirty-first day of May, in the year nineteen hundred and thirty-seven, and having passed the interlocutory decree in the above entitled cause granting leave unto the Plaintiff to take testimony in said case to support the allegations of the Bill, and the Solicitors for the Plaintiff and for the Defendants having notified your Examiner that they desired to take testimony in the office of Thomas J. Keating, Jr., Esq., in Centreville, Maryland, on Friday, June 11th., at ten o'clock a.m., your Examiner did attend in the office of Thomas J. Keating, Jr., Esq., on Friday, June 11th., 1937, at ten o'clock, a.m., there being present Mrs Carrie E. Skipper, the plaintiff, and her Solicitor, Herbert E. Perkins, Esq.; Mr. Arthur B. Skipper, Miss Martha Skipper and Miss Sarah Skipper, defendants, and their Solicitors, Thomas J. Keating, Jr., Esq., and proceeded to take the following testimony, to-wit:

Mrs. Carrie E.Skipper, plaintiff, the first witness, of lawful age, after having been duly sworn, deposes and says:

By Mr. Herbert E. Perkins, Solicitor for Plaintiff:

1. Q. State your name and address.

A. Carrie E. Skipper, Queen Anne's County, Route No. 1.

2. Q. Mrs. Skipper you are the Complainant in the case entitled: "Carrie E. Skipper vs. Marguerite S. del Toro, et al" are you not?

A. Yes.

3. Q. Did you know the late Harry P. Skipper of Queen Anne's County?

A. Do I know him? Yes he was my husband.

4. Q. When did he die?

A. March 13th., 1932.

5. Q. State whether he has left a last will and testament?

A. No he did not leave any will.

6. Q. Please state the names and addresses of his heirs at law?

A. A daughter, Marguerite Del Toro, 1120 Hill Street, Ann Arbor, Michigan, and her husband, Julio del Toro; a son, Arthur B. Skipper, 3204 Phelps Lane, Baltimore, Maryland; a daughter, Martha Skipper, 3204 Phelps Lane; a daughter, Alice Skipper, Sykesville, Maryland; and a daughter, Sarah Skipper, 3204 Phelps Lane, they are all of the children and heirs.

7. Q. You are the surviving widow of the late Harry P. Skipper, are you not?

A. Yes.

8. Q. What real estate did the said Harry P. Skipper die seized and possessed of?

A. A parcel of land, a farm on the Chester River in Queen Anne's County, in the Second District. It contains as I recall it about two hundred and fifty-seven or eight acres.

9. Q. There is a deed from Thomas Skipper and Sarah E. Skipper, his wife, to Harry P. Skipper dated October 26th., 1909, and recorded in Liber S.S. No. 7 folio 140 in the land records of Queen Anne's County conveying a farm to Mr. Harry P. Skipper located in the Second Election District near the Chester River Bridge, and on the Southwest side of the road leading from Chestertown to Church Hill, containing four hundred and five acres and one hundred and thirty-five and three-tenth perches of land, more or less. Is the farm Mr. Harry P. Skipper died seized and possessed of the farm described in that deed?

A. Yes.

Counsel for the Plaintiff now offers in evidence a certified copy of said deed. The deed is handed to the Examiner to be filed and is filed and marked " Plaintiff's Exhibit No. 1".

10. Q. In that deed there was alife interest reserved to Thomas Skipper, the grantor. Please state whether the said Thomas Skipper is living or dead.

A. Dead.

11. Q. Do you recall about when he died?

A. I think it was April, 1914.

12. Q. I notice on the land records of Queen Anne's County that Mr. Harry P. Skipper, after acquiring the said farm, made various conveyances of portions of it, in a general way would you be able to state approximately about how much was conveyed during his life time?

A. It was one hundred and forty-seven acres, was it not?

13. Q. Then that would leave remaining about how much?

A. Two hundred and fifty-seven.

14. Q. Please state whether the said farm now remaining containing about two hundred and fifty-seven acres and assessed at two hundred and fifty-five acres is susceptible of division in kind among the parties entitled to an interest therein without material loss and injury to them.

A. I do think it would be a loss dividing it. I think it would be better for all of the heirs if it were sold as a whole, and I think they would get more money for it selling it as a whole than by dividing the land.

15. Q. This farm is located on the river and has a wonderful river frontage, has it not?

A. Yes, over a mile of water front.

16. Q. What happened to the buildings that were on the farm?

A. They had a fire, and what buildings are now remaining are not of much value to the farm.

17. Q. Please state whether a part of this farm bordering on theriver is marshy and low?

A. Yes one part of the farm at thelower end is marshy. In the extreme lower end.

18. Q. Do I understand you to say that this marshy, low land, a part of the farm, borders entirely all on the river front, and is of considerable size.

A. It borners right on the river front yes, and I could not justly say how large that piece of marsh was.

19. Q. What in your opinion is the chief asset of this farm?

A. It would be the water front location of the property that makes it valuable.

20. Q. Under the law you as a widow would be entitled to one-third of this land, and then the remaining two-thirds would belong to the five children. Then if it was divided in kind you would have one-third and each of the children would own one-fifth of two-thirds making two-fifteenths, is that right?

A. Yes.

21. Q. Mrs Skipper suppose a commission would undertake to divide this land in kind, and would allot you your one-third fronting on that part of the river front where the marshy, low land is. Please state in your opinion what kind of a water front value you would have.

A. Why I wouldn't have any desirable water front at all because I couldn't build on it. It would be too low and marshy.

22. Q. On the other hand if the commission in trying to divide the land in kind would allot one or more of these two-fifteenth portions on that part of the farm where the marshy, low land is, what in your opinion would be their water site value?

A. Well I can't see where it would change the value of the land any more because they couldn't build on it either, and that is why I suggested selling it as a whole.

Cross examination by Mr. Thomas J. Keating, Jr., one of the Solicitors for the defendants.

1. Q. Mrs. Skipper you have stated that the Defendants are the children of your late husband, Harry P. Skipper, deceased. Are they your own children?

A. No sir they are my step children.

2. Q. Now have you stated the approximate extent of the water frontage of this farm on Chester River?

A. Why I understand it is somewhere about a mile and a quarter, and there was eight acres taken off so I think it would be closer to say about a mile of water front.

3. Q. What is the extent of the marsh land that you referred to on the river front?

A. That I couldn't just tell you. I couldn't tell you the extent of the marsh land. I have the figures at home, but I couldn't just give you an exact answer on that.

4. Q. In comparison to the entire water front, the marshy frontage is small, is it not?

A. Yes.

5. Q. Is there any wood land on the farm?

A. About thirty acres of wood land and about six acres of pine.

6. Q. Where is the wood land located?

A. To the back of the farm.

7. Q. And the pine that you referred to?

A. Thats at the back of the farm too, on a line with the wood land.

8. Q. If you disregard the question of whether or not the farm might fetch a larger price in the future as a whole than if sold in portions, is it not a fact that the farm could be divided in kind among the respective parties at the present time according to their respective interests in it?

A. Well it would make such narrow water fronts and extend back so that I couldn't see how it could be sold to advantage, and there would be a right of way through each parcel of land of the heirs.

9. Q. Assuming that your one-third could be laid off by the commission, and that the remaining two-thirds could be held by the other heirs in common, would it not be possible to divide said farm to advantage in that fashion?

A. I just don't know how to answer that. It would all depend. I said in the beginning it would be better for all if sold as a whole.

Now if you are bringing in land division it would all depend on what part of the land is given to me whether I could then say it would be fair to all concerned.

10. Q. You have based your opinion and answer on the fact that an ultimate sale either as a whole or in separate parcels would take place, have you not?

A. Yes.

11. Q. If some of the parties desired not to sell their portions, but to hold same, the farm could be divided without injury to any one, could it not?

A. If the farm could be divided without injury to any one, yes.

12. Q. Mrs Skipper, is the farm under cultivation at the present time?

A. Just two fields and a part of another field.

13. Q. What proportion of the cleared land does the part under cultivation represent?

A. It is pretty nearly one-half of it not including the marsh land.

14. Q. Who tills it?

A. Mr. Walter Elburn.

15. Q. Under what arrangements as to rental?

A. Cash rental.

16. Q. What condition is the rest of the cleared land in?

A. Pasture. A part of it could be tilled. That field a part of the marsh is on, well the other part of that field is the pasture.

17. Q. Isn't it a fact that the front portion along the river constituting almost one-half of the farm is growing upon in bushes?

A. No not all of it, just a part of the field is growing in little cedar trees. No not near half.

18. Q. Does Mr. Elburn rent the whole farm?

A. No sir, just the fields he is tilling.

Re-direct examination by Mr. Perkins, Solicitor for Plaintiff.

1. Q. In some of Mr. Keating's questions there is some appearance that all of the defendants, or some of the defendants, might want to hold their two-thirds in common. You owning the remaining one-third would you now be willing to sell to them your remaining one-third interest?

A. Yes.

2. Q. What would you consider a reasonable price to sell out to them for?

A. Well from the value that some of them gave on the farm if it was sold at that price I would get ten thousand dollars.

3. Q. I am asking you now to state what you would be willing to sell to them your one-third for?

A. Ten thousand dollars.

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

Answer: No.

MRS. CARRIE E. SKIPPER

Mr. Gilbert B. Taylor, the second witness, produced on the part of the plaintiff, of lawful age, after having been duly sworn, deposes andsays:

By Mr. Herbert E. Perkins, Solicitor for Plaintiff:

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

A. Gilbert B. Taylor. Residence in Chestertown. Occupation surveyor.

2. Q. Were you employed by me to make a survey of this remaining part of the Harry P. Skipper farm?

A. Yes.

3. Q. Did you do it?

A. Yes.

4. Q. Have you got the plot?

A. Yes.

The plot referred to is now offered in evidence and the same is filed and marked "Plaintiff's Exhibit No. 2"

5. Q. Mr. Taylor your work on this plot shows that there is how much remaining acreage in this Skipper farm?

A. 245.91 acres.

6. Q. Mr. Taylor how much water frontage is there?

A. 5,930 feet.

7. Q. Whats this part that I am now showing you on the plot?

A. Wood and scrub pine on the North side of the marsh land which fronts on the river.

8. Q. Relatively speaking how much of the water front is this compared to the whole length of the water frontage?

A. This is just an estimate from the plot, about one-half.

9. Q. Approximately what is the average depth of this marshy, scrubby land upon the river frontage?

A. Around about seven hundred feet.

10. Q. Where is the wood part of the farm that is shown on the plot?

A. There are two portions. One on theeastern boundary and the other - - - -

11. Q. Containing how much?

A. Containing a little over twenty-five acres.

12. Q. And the other?

A. On the southern end of the farm containing nineteen acres.

13. Q. This farm now belongs one-third to the widow, and to each of the five children a two-fifteenth portion. Please state whether in your opinion the said farm is susceptible of being divided in kind without material loss and injury to all of the parties?

A. I think not.

14. Q. If then, in your opinion, it can not be divided in kind, to make division what is the only alternative?

A. To dispose of it as a whole and to divide the proceeds.

15. Q. Now Mr. Taylor please state the reasons for your answer that it can not be divided in kind without material loss and injury to the respective parties.

A. The acreage of this farm does not have a uniform value. The water frontage may be divided proportionately, but to do so it would entail thedepth across the whole tract, which is a very undesirable and impracticable division. A portion of it on the northeastern corner has no water frontage.

16. Q. Assuming that the real value of the farm, Mr. Taylor, is its water site value, then to have commissioners to divide it in kind they would divide it, would they not, in trying to give each interest a water front location?

Objection noted.

A. I suppose so.

17. Q.Would it be possible to divide this farm in the respective parts with water frontage without some of the portions getting this scrubby, marshy frontage that depreciates water front values?

A. No.

18. Q. If the commissioners undertook to divide this farm, giving one party her one-third interest, and then each of the other owners their two-fifteenth interests, how would each of the owners get to their respective parts, I mean coming from the public road?

A. There is a lane which might be changed and would certainly have to be extended, and that would necessarily have to go through some of theseveral portions.

19. Q. Do I understand you to say that dividing it in that way that some or most of the respective owners wouldbe at a disadvantage of a right of way over their part?

A. Yes.

20. Q. Assuming that the farm as its present value has a water site, then in your opinion please state whether it could be sold to best advantage as a whole tract or in the six said parts that we have been talking about?

Objection noted.

A. In the whole.

21. Q. Leaving out the thought of water location, please state whether in your opinion it would be reasonable to undertake to divide in kind, keeping in mind the best interests of all parties?

A. I think not for the reason that the acreage in thedifferent parts has con-

siderably different values.

Cross examination by Mr. Thomas J. Keating, Jr., one of the Solicitors for the defendants.

1. Q. Mr. Taylor did you make the plot offered as "Plaintiff's Exhibit No. 2"?

A. Yes.

2. Q. From what did you make it?

A. Survey.

3. Q. By instrument?

A. Oh yes. By transit and tape.

4. Q. Did you run the transit on the portion indicated as scrub and woodland?

A. Yes.

5. Q. Will you describe the nature of the portion indicated as scrub and woodland of nineteen acres?

A. Well there is considerable pine growing up. In some places thick and others scattered, but the whole area more or less occupied.

6. Q. What size are the trees growing there?

A. In the southern portion some of timber size. In the northeastern portion some small quantity of saw mill size.

7. Q. Isn't it a fact that this scrub and woodland, to which you referred, offers an added value to the land whereon it stands for building locations?

A. On the contrary.

8. Q. Why do you say on the contrary?

A. The major portion of the area referred to is not close enough to the river to be considered a river front site, and the pines growing would necessitate some considerable expense in clearing the ground.

9. Q. Isn't it a fact that the point of the farm on the river at theextreme southern end near the marsh has a particularly fine cedar grove thereon?

A. Yes, pine or cedar I wouldn't say whether it was pine or cedar.

10. Q. As a matter of fact as far as building orwater front improvement is concerned is not that point one of the best locations on the farm?

A. The small area of these cedars is upland and is itself a good building site.

11. Q. What is the size of that large cedar grove?

A. I would estimate it to be two or possibly three acres.

12. Q. Will you state whether or not that two or three acres in cedar is indicated on the plot as embraced within the eighteen acres marsh area?

A. Yes it is.

13. Q. Then in the area which you have indicated on your plot as marsh of eighteen acres there is at least two or three acres of high, heavily wooded land, is there not?

A. Yes.

14. Q. Will you state, if you know, exactly what quantity of land is covered by what is commonly known as a marsh?

A. Excluding the cedar grove there would be approximately sixteen acres of soft, marsy land.

15. Q. In stating to Mr. Perkins your opinion that the farm could not be divided in kind among the parties according to their interests with advantage to all you have assumed, have you not, that the water front should be divided in the respective portions according to its length, or that the widow should get just one-third of the river frontage and so on?

A. My understanding of the division in kind is that each separate portion is entitled to river shore, upland, woodland and marsh land, and if so it seems to me impossible to make such division.

16. Q. If on the other hand the acreage could be divided without taking into consideration the respective sizes of the areas to be allotted to each or the respective amounts of water front, upland, marsh land and woodland to be allotted to each, but rather based on an equalization irrespective of quantity, then could not the farm be divided in kind?

A. Speaking of values rather than acres it can be done, but it is my opinion that the separate parcels could not be made contiguous.

17. Q. Isn't it a fact that on the river front there are a number of elevated portions, and a number of thinly wooded portions?

A. Yes in some places from the Arthur Skipper tract down to the marsh land the bank will run from an elevation of thirty feet down to tide water, and there is a fringe of woodland for most of the distance.

18. Q. How many separate possible building locations would you say were adjacent to the river front?

A. According to the width given to each site there would be about twenty-five hundred feet to be divided.

19. Q. If the present lane going to the old farm buildings was shifted to the southeast so that it almost touched the twenty-five acres of woodland and extended to the southeastern boundary of the farm, then could not you divide theresulting portion between the lane and the river into a tract having one-third of the value of the whole, and a tract having two-thirds of the value of the whole, and then do likewise with the resulting portion on the northeast of the lane?

A. That would facilitate such division, But I think would still make division in kind very difficult.

20. Q. One of the defendants, Arthur Skipper, already owns on adjoining tract, does he not?

A. Yes.

21. Q. Could not his two-fifteenth interest be laid off adjacent to what he already owns with a possible reduction to him in acres but an increase in value for such portion?

A. Yes, but that would not be a division in kind.

22. Q. By the term "in kind" do you mean equality of acres?

A. No I mean upland, woodland and marsh land.

23. Q. Do you mean that each party would have to have the same amount of upland, woodland and marsh land to have a proper division in kind?

A. Not equal areas, but equal values of each.

24. Q. Are there any buildings of any appreciable value on the farm at this time?

A. No.

Re-direct examinationby Mr. Perkins, Solicitor for Plaintiff.

1. Q. Mr. Taylor referring to that question by Mr. Keating in regard to the feasibility of making an allotment to one of the defendants, Arthur Skipper, adjoining the part he already owns. Assuming that it would reasonably fix up Arthur B. Skipper by him taking his said two-fifteenth portion that would only be considering his interest and, if not ignoring, certainly leaving out the probable advantages of the other interested parties, would it not.

Objection noted.

A. Such division might be to the prejudice of the other interests.

2. Q. You say inyour answer it might be to the prejudice of the other interests. Taking into account everything what about the probable disadvantages to the other interests?

A. Well as for the portion of the river front and for the acreage on the east side of the right of way it probably has equal value to the best on the farm, such division might give him an advantage.

3. Q. Mr. Taylor in one of the other questions Mr. Keating asked you, I think you in your answer said that there was some two or three acres of suitable building site included in the marsh land represented as some eighteen acres. Is it not a fact that generally speaking the remainder of this marsh portion and all of the land designated on the map as scrub and woodland and marsh land is undesirable itself not only for building purposes, but would detract in having it as a front with a building site back of it?

Objection noted.

A. The Marsh land is impossible. The scrub pine, woodland can be built upon, but it would be objectionable owing to the marsh lying between it and the river.

4. Q. Referring to another question of Mr. Keating's in which he suggested possibility and reasonability of pushing the right of way from where it now is further towards the twenty-five acres of woodland, while, of course, that would be physically possible, would it not still involve the purpose of proper entrances into the divisions however made, and to the disadvantages of the rights of ways over the respective owners?

A. Yes.

Re-cross examination by Mr. Thomas J. Keating, Jr., Solicitor for defendants.

1. Q. Mr. Taylor would you please mark on your plot where the cedar grove in the marsh stands and label it?

A. Yes I am doing so in red pencil.

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

A. No.

GILBERT B. TAYLOR

Mr. W. Clarke Grieb, the third witness, produced on the part of the plaintiff, of lawful age, after having been duly sworn, deposes and says:

By Mr. Herbert E. Perkins, Solicitor for Plaintiff.

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

A. W. Clarke Grieb, Chestertown, farmer and real estate.

2. Q. About how long have you been located in Kent County?

A. Ten years.

3. Q. Did you yourself buy a water front farm?

A. Two of them.

4. Q. Since you have been in Kent County have you been directly interested in promoting sales of real estate and more particularly to water sites?

A. I have.

5. Q. Mr. Grieb this farm involving this case have you visited and examined it?

A. I have.

6. Q. How carefully?

A. I have been on every field on the farm. I have been on the water boundaries, and I also know it from the water.

7. Q. When was the last time that you were there?

A. Within two weeks.

8. Q. Generally speaking, Mr. Grieb, is the chief value of this farm in its possible water front salability?

A. I should think so.

9. Q. It now being owned one-third by the widow and each of the five children a two-fifteenths interest, please state whether you think the farm is susceptible of being divided in land without material loss and injury to the respective interests?

A. I don't think it is susceptible to such division.

10. Q. Then in order to make division, if you can't reasonably divide it in kind, then how can a division be made?

A. By selling it in its entirety and dividing the proceeds.

11. Q. Mr. Grieb, with your experience in sales of water sites, both in Kent and Queen Anne's County, please state, to handle this water site to the best advantage of all, whether the best chances of selling the farm would be as a whole or dividing it, say into a one-third part and then in five two-fifteenth parts and selling the small parts as such, which would be the best way?

A. Selling it in its entirety. In a very active real estate market, which we have had recently, the buyers have been principally men of wealth who were interested only in large acreages. Generally speaking small portions of land have not been active in the local real estate market.

12. Q. Undertaking to divide it in kind, allotting each of the respective owners a location on the river frontage, then how would an entrance be provided for each of the places?

A. By building a lane bordering upon each of the respective divisions.

13. Q. Would that involve rights of ways over the other parties?

A. Practically yes.

14. Q. Are rights of ways over any property calculated to enhance its value?

A. A right of way is an easement on a property and is generally objected to in a title.

15. Q. The other day, when we were on this farm, we were looking at the part that Mr. Taylor has set out on the plot, and which he has called marsh, scrub and woodland, will you describe generally what kind of land that is?

A. Approximately one-half of the southerly shore line is low lying land covered in part with small trees and brush. There is also marsh frontage in this area. Access to the extreme southeast portion is difficult from a physical standpoint, I am referring to a depth of approximately seven or eight hundred feet from the river shore.

16. Q. To divide it in kind then giving each a water frontage necessarily some of them would have to have this marshy, scrubby woodland in their allotment, would they not?

A. Obviously, depending on the definition of "in kind".

17. Q. When I use the words "in kind" I mean dividing the land as land?

A. My answer would still hold.

18. Q. As I understand it this woody, marshy, scrub land is rather low, and in itself undesirable as a water frontage. Then, if that is so, for any of the owners who would be allotted a water frontage, wouldn't it follow that they would get a part of this undesirable kind of land?

A. Someone would be the owner.

19. Q. Leaving out the consideration of water front value of this land, and just considering it as farm land, could it be divided as land among the respective parties without material loss and injury to them?

A. Not on an acreage basis.

Cross examination by Mr. Thomas J. Keating,Jr., one of the Solicitors for the defendants.

1. Q. Mr. Grieb, how long have you been in the real estate business in Kent County, Maryland?

A. I should say about seven years.

2. Q. And you have lived in that County?

A. Ten years approximately.

3. Q. Have you ever lived in Queen Anne's County?

A. No.

4. Q. Have you ever sold any farm land in Queen Anne's County?

A. Yes.

5. Q. How many farms?

A. Two recently.

6. Q. And how many before that in seven years?

A. Couldn't say without my records.

7. Q. Will you say it is more than three or four?

A. I wouldn't think so.

8. Q. Are you familiar with the entire water front on the Skipper Farm?

A. As much as is readily accessible.

9. Q. Are you familiar with the point at the extreme southern end of the farm on which there is a grove of cedar trees, how large in your opinion is that point?

A. I couldn't say.

10. Q. How high above the water is it?

A. I couldn't say.

11. Q. Will you describe the kind of trees on it? I am talking about the same point which is covered with cedar trees?

A. About thirty feet high.

12. Q. Isn't it a fact that that grove is an exceptionally fine grove of cedars and an exceptionally fine water location?

A. I consider the trees very beautiful. In reference to shore frontage, the water is quite shoal, and it would depend upon what purpose the land was to be used as to whether or not it would be considered an extremely choice, good location.

13. Q. Well the whole water front is shoal, is it not?

A. Yes.

14. Q. So that the water in front of this cedar grove is no different from the rest of the water front with respect to the average depth of water along the shore?

A. Not materially.

15. Q. Therefore, disregarding the depth of water in front of the cedar grove, will you state the grove's characteristics and desirabilities as a water front?

A. I would consider the grove an excellent water front with the exception of its comparatively lack of elevation, and the engineering difficulties that would be encountered in building a suitable road way to it. It is not known what the drainage or the well situation would be in that location.

16. Q. Disregarding any equality or proportion in the quantity of acreage among the parties should a division of the farm be made, could not this farm be divided into one pretty fair farm of somewheres near one-third of the total acreage, although not exactly, and another farm of somewheres near two-thirds of the total acreage, so that one of said resulting farms would be approximately worth twice what the other one is worth?

A. In my opinion a farm of less than eighty acres, which would approximately be the size of one of these farms, is not large enough to economically farm, and it would, therefore, bring a lesser amount in proportion with regards to value, than a farm which was of an economical farming acreage.

17. Q. Irrespective of the economy of farming such a land, butbasing its value as a home situation on the water, what have you to say with regards to the proposed divisions, as asked in the preceding question?

A. I believe that any division would hurt the value of the land which any of the parties in interest might want to sell, and that the farm is worth more per acre in its entirety than it would by subdivision.

18. Q. Your basing your assumption on the fact that a sale would be comtemplated, is that correct?

A. Yes.

19. Q. Assuming that a sale was not necessarily contemplated by any, or all of the parties, then there is no physical reason why this farm can not be divided giving each party his or her share of the land, according to his or her respective interests in the whole, is there?

A. No.

20. Q. Each party could be given some water front, some woodland and some cleared land, even though the quantities of each classification might be different could they not?

A. Not contiguously.

21. Q. But they could each get a portion of each kind of land, couldn't they?

A. Yes.

22. Q. And a lane could be run from the corner of the present Arthur Skipper property touching the west point of the twenty-five acres of woodland and extending to the southeast corner of the farm, that could be used in common by all of the parties without any one going over the property of another, could it not?

A. Without a topography or contour map I couldn't state whether such a lane is practical or not from an engineer's standpoint.

23. Q. Such lane would all be on high land, would it not?

A. Not necessarily.

24. Q. By high ground, I mean it would not be on marsh land.

A. There is no marsh shown on the map to which you refer in this location.

25. Q. Do you have any knowledge, from your familiarity with the farm, of anything to impede the construction of such lane?

A. I am not qualified to answer.

26. Q. Has this farm any particular value at the present time as a crop producing farm?

A. A portion of it has.

27. Q. Is the value of said portion low or high as compared with other farm land in the County, if you know.

A. I don't know.

Re-direct examination by Mr. Perkins, Solicitor for Plaintiff.

1. Q. From the fact that in the limited time you have been here you have had experience in promoting water location farm sales and in that way have had contact with a field of outside prospects, you have had considerable experience about water site farm sales, have you not?

A. During the past few years I have sold approximately three-fourths of the water front farms sold in Kent County. Prior to my coming to Kent County I was for the preceding ten years a developer of suburban Philadelphia and elsewhere. I am also a licensed real estate broker.

2. Q. While you have not sold or promoted sales of as many sales in Queen Anne's County as you have in Kent, with your knowledge of both Counties, as to the proposition of succeeding and making sales, generally speaking, it is no different, is it?

A. No.

3. Q. Now, Mr. Grieb, in some of the latter questions that Mr. Keating asked you he was asking you about the physical possibility of dividing this farm in the said portions. While that might be possible to divide them in that way, is not the simplest and the surest way of handling it to sell the farm as a whole, and to divide the proceeds?

Objection noted.

A. Yes in my opinion.

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

A. Nothing further.

W. CLARKE GRIEB

At this time the Attorneys for both sides requested the further taking of testimony be postponed until June 12th., at nine o'clock a.m., Saturday morning, which was done, and at nine o'clock a.m., Saturday morning, June 12th., 1937, your Examiner did attend at the office of Thomas J. Keating, Jr., Esq., in Centreville, Maryland, there being present the same parties and the same Solicitors as on the previous day, and resumed the taking of testimony in the said case.

Mr. G. Davis Neavitt, the fourth witness, produced on the part of the plaintiff, of lawful age, after having been duly sworn, deposes and says:

By Mr. Herbert E. Perkins, Solicitor for Plaintiff.

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

A. G. Davis Neavitt, Centreville, Maryland, farmer and real estate.

2. Q. Are you familiar with the Skipper farm that is involved in this cause?

A. I have been on the farm, yes.

3. Q. When was the last time you were there?

A. I have been there twice within the last two months.

4. Q. In your opinion is this farm susceptible of dividing land as land into a one-third part, and the remaining two-thirds in two-fifteenths each without material loss and injury to the owners?

A. I don't see how it could be done.

5. Q. With your knowledge of the farm, where on the map is the high and best part of the water site situation?

A. I should call this the best part of the water situation.

6. Q. Do you mean the part next to where Arthur Skipper now owns, and from there down to the wooded or marshy part?

A. Yes.

7. Q. Now Mr. Neavitt where is the more undesirable water frontage part of the farm?

A. As far as I could see where I was on the farm this lower part of the water frontage.

8. Q. You mean that part on the map where Taylor has indicated the same?

A. Yes showing these scrub pines and cedars and some woods over here

9. Q. I understand Mr. Neavitt that the whole water frontage is about one mile and a little over, dividing it as land so as to give all of them a water frontage about how much water frontage would one of these two-fifteenth parts be?

A. About seven hundred and fifty feet.

10. Q. Then this two-fifteenth portion with that much frontage, about how much would the depth be, approximately?

A. I couldn't tell without calculation.

11. Q. Would it not be, approximately speaking, with a small water frontage and a great deal of depth?

A. Yes.

12. Q. Undertaking to divide this farm in land, supposing the Commissioners would allot the widow her one-third part on the water front next to where Arthur Skipper now owns, would that be fair to the remaining parties?

A. In my judgment it would not.

13. Q. Any why?

A. Because as I looked over the farm I considered that portion of the water front to be about the best of it.

14. Q. Then on the other hand, if the commissioners would give the widow her one-third down by the part of the farm indicated on the map as marshy and scrubby, would that be fair to her? I mean as to value compared with the high land?

A. In my judgment it would not.

15. Q. Please state whether you think this farm could better be sold as a whole for water location, or whether it would sell better by dividing it into the one-third part, and then five two-fifteenth parts?

A. I think it would be sold to a better advantage as a whole.

16. Q. Why do you say that?

A. Because small water front tracts of the approximate size of thirty odd acres each are not selling well in this section of the shore.

17. Q. Just considering this farm from a standpoint of agriculture, what valuation would you put on it?

Objection noted.

A. Well it would be very little.

18. Q. About how much?

Objection noted.

A. Well I would say about five thousand dollars.

19. Q. Considering it as a water front property, in your opinion, what would be a reasonable valuation?

Objection noted.

20. Q. As a whole I mean?

A. Judging from sales that have been made recently I should say $20,000.00 or better.

Cross examination by Mr. Thomas J. Keating, Jr., one of the Solicitors for the defendants.

1. Q. Mr. Neavitt are you at the present time a licensed real estate broker?

A. No.

2. Q. What experience have you had with selling, either as a former broker or as owner of water front property?

A. What experience have I had?

Yes.

A. Well probably the three past and one-half years and some six or eight years before that I had two or three years experience.

3. Q. Were you dealing extensively in water front property?

A. No.

4. Q. Have you ever acted as a Court commissioner to divide real estate?

A. Yes.

5. Q. Onwhat commission?

A. The only times I can recall were the West Taylor properties in Corsica Neck together with Mr. R. E. C. Lowe.

6. Q. How many years ago was that?

A. I couldn't just recall.

7. Q. The opinions that you have expressed here to Mr. Perkins about the relative sizes and values of the respective portions of the Skipper Farm which would result from a partition in kind are based on the assumption that the widow would get actually one-third of the river front, and each child two-fifteenths of the river front, irrespective of the desirability of the different portions, was it not?

A. No.

8. Q. Do you understand that the widow might by a partition in kind get less than one-third?

A. Might.

9. Q. If said one-third was laid out in the best part of the farm?

A. Oh Yes, that could be.

10. Q. And you stillmaintain that a division in kind could not be made without loss or injury to all?

A. Thats my judgment.

11. Q. What have you to say with regard to the possibility of dividing the land into two portions, one portion representing one-third of the total value or size of the farm to go to the widow, and the remaining two-thirds to be held by the children together in common, should they desire to do so?

A. Well I still don't see how that could well be done in view of the photography of the tract.

12. Q. The farm is not now actually functioning as a farm and has no real value as farming land at this time, has it?

A. Only a portion of the farm is being tilled now as I see it.

13. Q. Is there anyone living on the farm?

A. Not that I could see.

14. Q. Is there any dwelling house on it?

A. I think not.

15. Q. Is there any live stock kept on it?

A. On the two times I have been there I didn't see any, except I saw some at work in a field with a farm hand, I suppose.

16. Q. What is the condition of all of the fields on the farm?

A. Well as far as I noticed, not in good condition.

17. Q. Then this tract of land is largely about two hundred and fifty-five acres of unimproved land on the water, is it not?

A. Practically, except for the tillage that is being done.

18. Q. And how much appears to have been tilled?

A. Either two or three fields as I was going in, on the left entrance, as I recall.

19. Q. You have stated that tracts of thirty acres, or less,on the water are not readily salable locally. Is it not a fact that for some distance towards the source of the Chester River from the boundary of this property to the East of the Chester River Bridge all of the properties are of thirty acres or less?

A. Well for probably one-half mile from,the line of this Skipper farm there are several small places.

20. Q. Have you any idea how many such small properties there are near this farm?

A. Five or six I am sure. I think five or six.

21. Q. Isn't it a fact that with the exception of certain localities in the lower end of Queen Anne's County near Grasonville and Kent Island that there is more small water front developments near this farm than any where else on the water in Queen Anne's County?

A. I would say yes, but not very small tracts.

22. Q. Do you not know of small water front places unimproved and with an acreage between thirty and eighty acres that have brought very good prices recently in Queen Anne's County?

A. No I do not know of any.

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

A. I don't know of anything, extremely difficult, in my opinion, to divide that farm into tracts satisfactory to all of the owners because of the difficulty of giving each owner a part of the more undesirable portions of the farm.

G. DAVIS NEAVITT

Mr. James P. Brown, the fifth witness, produced on the part of the plaintiff, of lawful age, after having been duly sworn, deposes andsays:

By Mr. Herbert E. Perkins, Solicitor for the Plaintiff.

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

A. James P. Brown, Second District in Queen Anne's County near Church Hill, farmer.

2. Q. It is a fact that you have lived on a farm and own farms, and are generally familiar with farming matters?

A. I am.

3. Q. Are you familiar with the Skipper farm?

A. Yes.

4. Q. You were there with us about two weeks ago looking it over?

A. I was.

5. Q. About how many times had you been on the farm before, if you can recall?

A. I suppose around about one-half dozen times in my life, possibly more.

6. Q. Were you there sometime when Mr. Harry Skipper was cultivating it?

A. I was.

7. Q. From an agricultural standpoint, what do you say would be a reasonable valuation, as now is?

Objection noted.

A. Well I would say twenty dollars an acre.

8. Q. Please state whether this farm containing about two hundred and fifty acres, more or less, is susceptible of being divided as land to these respective owners without material loss and injury to any of them?

A. In my opinion it is not.

9. Q. In your way state for what reason or reasons?

A. If one-third were allowed to the widow it would be about eighty-three acres. I think this would be too small a tract to operate economically as a farm considering the investments that would have to be made for the necessary buildings that would be required, and also fencing.

10. Q. Then what would you have to say as to the respects of the other smaller portions as of about thirty acres?

A. Well I would fell that that was an undesirable division because it would consist of various parts of woodland, marsh land and upland. It would be separated and could not be operated as a whole.

11. Q. In your two previous answers I understood you to have in mind only the agrcultural phase of it. Now taking into account the water site of it, what reason or reasons would you give for saying that you would not consider the farm could be divided as land without material loss and injury to the respective owners?

A. It is my opinion that the smaller tracts of land and the smaller shore line would not be as desirable as the land as a whole tract.

12. Q. In your opinion would all of them get more money by selling the farm as a water front farm as a whole, or would each of them fair better if they owned and tried to sell their respective water front portions?

A. In my opinion they would get more money to dispose of the tract as a whole.

13. Q. If it could be sold as a whole as a water front farm, what in your opinion would be a fair valuation?

Objection noted.

A. Approximately one hundred dollars an acre.

Cross examination by Mr. Thomas J. Keating, Jr., one of the Solicitors for the defendants.

1. Q. Mr. Brown, assuming that the five children would be willing to hold their two-thirds of the farm in common, then could not the farm be divided into two tracts giving the widow one-third, and the children together two-thirds, without loss and injury to them?

A. I believe that the farm would be more valuable to each heir to dispose of it as a whole.

2. Q. In order to arrive at that opinion, you have first assumed that a sale was contemplated within the reasonably near future and at present prices, have you not?

A. I was not assuming that it would be an immediate sale, but at some future time. I had put no limit on the date.

4. Q. In order to arrive at your opinion you have placed a valuation on the farm as a whole, and have so expressed it to Mr. Perkins, now I want to ask you if certain properties in the neighborhood of this farm, and of a size similiar to the size that the resulting portions which the children would have were it divided, haven't been sold for a great deal more than your figures would indicate?

A. I think they probably had, but they are more accessible to the public highway and to Chestertown.

5. Q. Isn't it a fact that all of the properties lying between this farm and the Chester River Bridge eastward, or upstream, along the river for a considerable distance are small water front places?

A. Yes sir.

6. Q. I believe you have acted as a commissioner under the Circuit Court for Queen Anne's County to divide lands at various times. Is it not a fact that it is usual in proceedings, whendividing land by commission, that relative locations and relative disadvantages and advantages are considered rather than the actual size of tracts?

A. Yes that is so.

7. Q. Then is there any physical reason why this farm could not be readily divided as is any other land which has a variable desirability?

A. I think it could be, but it would not be practical or satisfactory.

8. Q. Are you familiar with the southernmost edge of the farm which the witness, Taylor, indicated on his map as marsh of eighteen acres?

A. I couldn't say, Mr. Keating, that I am familiar with it, but I have knowledge of it, and the other features of the farm. I have never looked over it or around it.

Re-direct examination by Mr. Perkins, Solicitor for Plaintiff.

1. Q. When you served as a commissioner to divide land, appointed by the Court in those cases, was it dividing one farm or one tract of land among those entitled?

A. It was dividing a number of farms among a number of heirs.

2. Q. In this case it would be dividing a farm into one-third part, and then five-two-fifteenth parts, with the great variation of desirability and value of this farm, would not that make it a much more intricate undertaking?

Objection noted.

A. It would make it a more intricate undertaking.

Re-cross examination by Mr. Thomas J. Keating,Jr., one of the Solicitors for the defendants.

1. Q. Mr. Perkins has asked you the nature of the properties, which you have divided formerly by the commission, and you have stated that in each instance there were a number of farms divided among a number of heirs. Isn't it a fact that in all of those instances the farms were operating farms, and not just so much unimproved land as the testimony shows the Skipper farm to be?

A. Yes they were operating farms.

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

A. No.

JAMES P. BROWN

Mr. Harry F. Callahan, the first witness produced on the part of the defendants, of lawful age, after having been duly sworn, deposes and says:

By Mr. Keating, Jr., Solicitior for the defendants.

1. Q. Mr. Callahan, state your name, residence and occupation?

A. Harry F. Callahan, Centreville, Maryland, hardware store in Centreville. Own quite a little bit of land - farms - real estate, thats about all I guess. Have been a contractor and builder for thirty years.

2. Q. How many farms do you now operate in Queen Anne's County and own?

A. I own three and have one-half interest in two others, and operate three for Mrs. Chambers.

3. Q. Have you any other properties than farm land?

A. I have quite a little real estate in town, Centreville, Wye Mills, Grasonville and near Chestertown Bridge, originally a part of the Skipper farm.

4. Q. Are you familiar with the farm now in question known as the Skipper Farm?

A. Well I am not terribly familiar. I have known of the Skipper farm. I have been there recently and I was there about a day twenty years ago. Took dinner there.

5. Q. Do you know its present condition?

A. Yes sir.

6. Q. Will you describe it?

A. Well the buildings of course are very poor, the house is gone, and a great deal of the land is not in cultivation.

7. Q. What have you to say in regard to fencing?

A. No fencing and no improvements of any consequence.

8. Q. This is a suit brought by the widow to effect a sale of this farm as a whole rather than divide it among the heirs, there is a widow who is entitled to a one-third, and five children amongst whom the remaining two-thirds is divisible, will you state whether or not, in your opinion, the farm in its present condition can be divided among the parties interested therein without loss and injury to any of them?

A. In my opinion the farm could be divided into parts, one part might not have as many acres as another part or two-fifteenths, but it could be divided very nicely.

9. Q. Would each party by such division get at least some of each character of land on the farm?

A. In my estimation, yes.

10. Q. What in your opinion is the chief asset that this farm has?

A. Well it has a wonderful water front.

11. Q. The testimony and map discloses that there is about a mile and seven hundred feet of water, are you more or less familiar with this water front?

A. I am not very familiar with it, but I have some knowledge of it. I haven't walked around the entire water front.

12. Q. Will you state whether or not you have observed it?

A. I have.

13. Q. Have you ever observed it from the water side?

A. No sir.

14. Q. Do you feel that you have a sufficient knowledge of the shore line of this farm to express an opinion as to the desirability of various portions of it?

A. I do.

15. Q. Then Mr. Callahan will you state whether or not the portion of the farm indicated as marsh land on the map known as "Plaintiff's Exhibit No. 2", which I now hand you, is entirely undesirable marsh land?

A. Mr. Keating, this particular spot twenty years ago when I was on the farm, I was asked to go down and look at that piece of land, the man as tenant at that time, Mr. Marion Hunter, wanted me to see the beauty of it. In my estimation it is a beautiful spot.

16. Q. How does this high point of cedars in the marsh compare with other possible building sites on the farm?

A. In my estimation this spot is more desirable than some of the others.

17. Q. Mr. Callahan from your experience as a contractor, will you state whether or not it would present a prohibitive problem to build a proper approach to this cedar grove, meaning by prohibitive any excessive expense relative to the resulting value of the location?

A. No sir.

18. Q. State whether or not it could be readily done?

A. Yes sir.

19. Q. Are you familiar with the development of the water front properties in the vicinity of this farm?

A. I have a fair knowledge of it.

20. Q. Will you state what character of water front places there are in that locality?

A. Well as I observe them, there was a great many small places on either side of the Chester River Bridge.

21. Q. Will you state whether or not the places which you have just mentioned, are of a size similiar to, or even smaller than, the portions of this farm, which would result from a division amongst all of the parties?

A. Well as I have observe them, there are some smaller, some a bout an equal size, and some larger.

Cross examination by Mr. Perkins, Solicitor for Plaintiff.

1. Q. In the question No. 8 of your examination in chief, I understood you to answer that, in your judgment, it could be fairly divided in land to the respective owners without injury to anybody. Inyour answer, did you consider mostly the water front valuation?

A. I considered it could be divided so that each could be given some water front and land.

2. Q. In your answer, to divide it as you suggested, did you mean for example that one of the two-fifteenth parts would be land altogether?

A. No sir.

3. Q. On the other hand, did you mean that the owner, we will say of one two-fifteenths would get a part of the high or desirable water front, and maybe in another part get some of the woodland?

A. I meant in sub-dividing the farm that possibly the water front and land might not be as desirable as some other part, therefore, the heir would be given more acres of land, or more feet of water front.

4. Q. It has been testified here that the most desirable part of the farm bordering on the river is over here, from Arthur Skipper's ownership down to the marshy or scrubby part, is that your understanding?

A. Well for a great many peoples the part on this side, which is known as the Cedar grove would be more desirable, in other cases the other side would be more desirable.

5. Q. As a matter of fact,is not the part beginning at Arthur Skipper's eight acre part much higher land, and in that way more desirable, than the whole of the part near the point indicated on the map like the surveyor has, excepting, of course, the two or three acres that has been referred to as a cedar grove and perhaps more desirable.

A. From a water standpoint, yes.

6. Q. Is not the best opportunity for all of the parties to deal with this farm as a water location?

A. Yes.

7. Q. Then, if the one-third that the widow would be entitled to would be allotted to her, by commission, up here next to Arthur Skipper, would not that be of great advantage to her over the remaining interests?

A. Yes sir.

8. Q. On the other hand if some or all of the two-fifteenth parts were allotted below Arthur Skipper's holding, would not that be a disadvantage to the remaining part that would be allotted to the widow?

A. Yes.

9. Q. Will you now, keeping in mind dealing with the farm as a water front opportunity, in your way approximately indicate by pencil how you could fairly divide this farm in a one-third part, and then five separate two-fifteenth parts?

A. With regard to equality that would be rather hard for me to do, Mr. Perkins. I know that it can be done by a commission going on the farm, taking a map with them and going over the different land could make a fair division. To look at the map without the land in view it would be pretty hard to make a division.

10. Q. You have already stated that in a general way you have a knowledge of the farm, and then with the map before you, in a general way, when the commission went to divide it would they have any more to go on for their work then you now have?

A. Yes sir.

11. Q. In what respect?

A. Well as I said in the last answer they have the time and opportunity to look over each foot of water front and farm land and, therefore, reach a decision as to which parts should have more acres or more water front, then I cansitting here.

12. Q. In a general way, are you familiar with the part of the farm at the point which the surveyor has designated as scrub and woodland,nineteen acres, and the marshy part that he calls eighteen acres?

A. I have a fair knowledge of the point.

13. Q. On the whole is not that the low part, and for that reason the less desirable part as water frontage?

A. There is a considerable amount of marshy land. However, there is a beautiful building spot and a good amount of water front.

14. Q. You have already answered about a small portion, the growth of cedars, and Mr. Taylor spoke of it and estimated it to be about two or three acres, with the exception of that, is not the rest of what's described as nineteen acres, and marsh land of eighteen acres, quite low and much less desirable as a water front than the part up next to Arthur Skipper?

A. Yes sir.

15. Q. You mentioned about the desirability of this small portion near the point, and which Mr. Taylor yesterday estimated as containing two or three acres, now in dividing the land in kind as you said it could be done, how would you handle this small part, in other words how you could inclose it in one of the two-fifteenths, or in the larger share of one-third?

A. Well Mr. Perkins in order to divide land or water fronts properly, so nobody is injured in any way, you don't have to give each and every man, or woman, or whoever it might be, whatever amount their equal division would be. In case of poor water front and poor farm land that particular heir would get more acres, or more water front.

16. Q. This now is the lane, where I am pointing on the map, to the original buildings on the farm?

A. Yes.

17. Q. And in any way that it could be divided in kind, arrangement would have to be made for proper entrance coming from this state road into these respective parts?

A. Yes sir.

18. Q. Then to do that, would it not necessitate rights of ways over the respective owners.

A. No sir.

19. Q. How else could it be done?

A. Well I am not a surveyor, of course, but depending on how it was laid out in the different parts. There could be roads and lanes built between each owner, which would not make a right of way over anyone.

20. Q. Would that not be a very intricate undertaking for anybody to do?

A. No sir. I can't see why that would be any more trouble than laying out streets in any town or village.

Re-direct examination by Mr. Keating, one of the Solicitors for the defendants.

1. Q. Mr. Callahan you have told Mr. Perkins that in dividing this land among the heirs some might get a little larger piece of water front, or a little larger acreage than the others, and that, of course, some would be in one location and some in another, will you state whether or not each heir's land would be all in one parcel and not in three or four parcels?

A. It would be all in one parcel.

2. Q. State whether or not it would be possible, by shifting the present lane into the property to the East and continuing it to the southeast boundary of the farm, to make a road way there, and then to give each heir a relatively valuable piece of land extending from said road way towards the river, and possibly another piece of land including some of the twenty-five acres of wood extending to the northeast of said proposed road?

A. I think that would be possible.

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

A. No.

H. F. CALLAHAN

Mr. Arthur B. Skipper, defendant, the second witness for the defendants, of lawful age, after having been duly sworn, deposes and says:

By Mr. Thomas J. Keating, Jr., Solicitor for Defendants.

1. Q. Mr. Skipper, will you state your name, place of residence and occupation?

A. Arthur B. Skipper, Baltimore, Maryland, employed by the Navy Department.

2. Q. Are you one of the defendants to this suit?

A. Yes.

3. Q. And one of the children of the late Harry P. Skipper?

A. That is right.

4. Q. You, of course, are familiar with the farm, which is the subject of this cause?

A. Yes I am.

5. Q. Will you state its present physical condition?

A. Practically in a state of barrenness as far as agriculture is concerned, a small portion being tilled.

6. Q. Does the farm produce any appreciable revenue?

A. No appreciable revenue.

7. Q. This suit is brought by Mrs Carrie E. Skipper to effect a sale of the farm in its entirety, is it your desire that the farm be sold?

A. No.

8. Q. Are you willing for Mrs Skipper, the widow, to hold her one-third of the farm in severalty from you and your sisters?

Objection noted - That this witness is not qualified with the status of the record in the case to speak for two of the defendants, namely the one represented by guardian ad litem, and the other who is only in Court by order of publication.

A. Yes.

9. Q. Will you state whether or not, in your opinion, if the widow's one-third could not be laid off and allotted to her without the remaining two-thirds of the property being divided again amount you and your sisters, would it be more advantageous to so divide it, or to sell it as a whole?

I object for the same reasons noted in the previous question.

A. It would be more advantageous to divide than to sell.

10. Q. Would you be willing to hold by yourself separate from the others a two-fifteenth interest in the land?

A. Yes.

11. Q. Mr. Skipper you own some land adjoining this farm, do you not?

A. Yes I do.

12. Q. Are you familiar with all of the water front on the farm?

A. Very familiar with it.

13. Q. It has been testified here that the portion of the water front on the farm adjoining your place is higher than the southern portion of the water front, what have you to say as to your opinion of the relative values of different portions of the water front?

A. Low lying water front has points of superiority over the other water front that would make it of equal value.

14. Q. Do you know the cedar grove described as situated at the point in the marsh?

A. Yes.

15. Q. What have you to say with its relative value as compared with the land adjoining your other property?

A. It is every bit as valuable as the land adjoining my property?

16. Q. Will you state whether or not, in your opinion, the farm can be divided among the parties interested therein, without loss or injury to any of them?

A. It can be so divided.

17. Q. Will you state your reasons for your opinion?

A. On account of the situation of the land, is very susceptible to such division.

18. Q. What in your opinion is the chief assets this land has?

A. Chief asset is as a water site.

19. Q. Will you state whether or not there is sufficient water front for all of the parties to have a fairly good size piece of water frontage?

A. That is possible.

20. Q. How long did you live on this farm.

A. Fifteen years.

Cross examination by Mr. Perkins, Solicitor for plaintiff.

1. Q. Excepting this small cedar spot, and which the surveyor estimated to be some two or three acres, how does the rest of the land, indicated on the plot as scrubby, woodland and marsh, compare in value to the part up next to where you now own your eight acres?

A. It has a superior view on account of the bend in the river, and a wonderful view down stream, and by virtue of these added assets, I would say that the value is equal to the higher land.

2. Q. Do you mean to say that reasonably this part could be built on?

A. With the exception of approximately twelve acres of marsh land.

3. Q. Now, Mr. Skipper you having said that it could be divided in kind, giving the widow one-third and each of the five children their two-fifteenths of water front, will you now with pencil indicate on the map approximately how this could be done, I mean to the equal advantage of all?

I wish to object to the witness marking on an exhibit already offered in evidence, or in indicating in any other way something which can not be made a part of the record.

A. That is too difficult to do with the material on hand.

To which Mr. Perkins assents.

4. Q. Now then without pencil marking, please indicate on the map where you would give the five two-fifteenth parts, and the one-third or five-fifteenth part?

A. Well that really isn't a proper question to put up to me. That is up to the commission.

5. Q. You have already stated that it could readily be done. I, of course, understand it would be for the commission to do, but when I ask you to do it, you saying that it could so easily be done, I am simply asking you to do it for the benefit of the Court who has to pass on this before it gets to the commission, with that further explanation, I again ask you to do it?

A. It would be feasible for a commission to locate various distributive shares in land without particular consideration as to where those shares would be located.

6. Q. If it should go to the point of getting a commission to divide it in kind, and they should allot the widow her one-third portion with the water frontage where this woodland and marsh and scrub land was, in your opinion, would she be getting a fair allottment?

A. If the commission so allotted the land I would say it would be fair, believing that they wouldn't do anything that wasn't fair.

7. Q. If Mrs Skipper would have in front of her portion this woods and marshy land, would you still say that she was not at a disadvantage?

A. Yes I would still say that she was not at a disadvantage on account of the superior view and other qualities that make this location most valuable.

8. Q. If it was sold, in your opinion, would it bring more to be sold as a whole or would you say it would bring more, and to a better advantage to each of them, to be sold in a tract of some eighty acres and five tracts of some thirty acres, that we have talked about?

A. It would bring more in smaller tracts.

Re-direct examination by Mr. Thomas J. Keating, Jr., Solicitor for defendants.

1. Q. Mr. Skipper is there any necessity for the farm being sold either as a whole or in a number of parcels?

A. None that I know of.

2. Q. Is the only purpose to be served by having a sale to allow Mrs Carrie Skipper to enjoy her interest in the farm separately?

A. Yes that is the only reason that I am aware of.

3. Q. Will you state, whether or not, in your opinion, she could just as well take her one-third interest in land as well as in money?

A. She could.

4. Q. Would you be willing for her to do so?

A. Yes.

5. Q. Mr. Perkins has asked you about the relative advantages and disadvantages of the southernmost shore line of the farm bordered by scrub, woodland and marsh as compared to the rest of the water front, will you state what advantage, in addition to the view down the river, the south shore line has over the other?

A. It has many points that would be considered superior features by many people, such for instance as the growth of evergreens upon it.

Re-cross examination by Mr. Perkins, Solicitor for Plaintiff.

1. Q. You have just stated that you would be willing for Mrs Skipper to take her one-third, do you mean by that, that you personally would agree to let her make any selection she chose of that one-third water frontage?

A. That is not my meaning. I have no such authority.

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

Answer:

No.

ARTHUR B. SKIPPER

Now postponed the taking of testimony until 1:45 p.m., and at 1:45p.m. of the same day, the taking of testimony was resumed.

Mr. Charles M. West, the the third witness produced on the part of the defendants, of lawful age, after having been duly sworn, deposes and says:

By Mr. Thomas J. Keating, Jr., one of the Solicitors for the defendants.

1. Q. Will you please state your name, place of residence and occupation?

A. Charles M. West, Centreville, Queen Anne's County, Maryland. I might mention that my occupation is managing farms.

2. Q. What experience have you had with the managing of water front properties?

A. Well I have a trust estate which has a large farm in it of about seven hundred acres on the Wye River. I've been managing it for sixteen years as Trustee and Manager. I have been Trustee for Mrs Gibson.

3. Q. Will you state whether or not you are familiar with the values of water front properties in Queen Anne's County?

A. Well I have been valuing land for a good many years and on several commissions dividing properties.

4. Q. Do you know the farm which is the subject of this suit?

A. I have been on it once, only, and that was last Wednesday, I think.

5. Q. From your observation of this farm, will you state whether or not, in your opinion, it can be divided amongst the parties interested therein without loss or injury to them?

A. I would say it could.

6. Q. Will you give us the benefit of the reasons why you think it could be so divided, and how such division might be made?

A. Well from the lines as was pointed out to me as the farm was laid, I have never been over the farm, I judge I was perhaps about the center of the farm, somewhere near the center of the farm, as I said the lines were pointed out to me, it looked as though it could be divided very easily into six parts. The very fact that it looked to have over a mile of water front made it possible to divide it in five or six parts, giving all parts a water front.

7. Q. Will you state whether or not the relative values of such resulting parts could be equalized by an increase or decrease, as the case might be, of the respective amounts of water front and the respective amounts of land acreage?

A. Yes that could be done.

8. Q. What have you to say of the possible disadvantage to this property and the owners of finding a purchaser for it as a whole?

A. Well one objection would be to, in my opinion, most purchasers looking for an estate would be the entrance leading back to this property. It looks to me as though it would be quite an objection to the majority of people.

9. Q. What is the nature of the present development of water front property in the vicinity of this farm?

A. Well Mr. Keating I am not familiar enough with the adjoining properties to answer that question. I have no knowledge of the sizes of the properties around it.

10. Q. Will you state whether or not there are a number of small water front properties in the vicinity of this farm?

A. Well I noticed in going over to Chestertown a number of properties on the right and left side, but as to the value or what the purchaser paid for them, I have no knowledge of that.

11. Q. In your experience do purchasers of large tracts object to or

prefer them to be near small developments?

A. I would say that they do not prefer being next to small developments.

12. Q. Will you state the present condition of the farm, as you observed it?

A. The condition looked to me to be very bad, no improvements whatever with the exception of one building being very good. I might say the land looked as if the majority of it had not been in cultivation for quite awhile.

13. Q. What is the character of the soil?

A. Well it looked to me as though the majority of it was of a very light sandy land, light soil.

14. Q. What then is the farms chief asset?

A. Water.

Cross examination by Mr. Perkins, Solicitor for Plaintiff.

1. Q. With the partial development on the Queen Anne's Side of Truslow and several other small parcels, would you say that there would be any disadvantage to selling the whole of the farm as a water site location?

A. I would say that it would be an objection for this reason, so far as my observation, that the properties that have been sold near Centreville so I have understood and I know of some purchasers that when they purchased this estate they would immediately try to acquire some of the places adjoining them, and from that I feel that they wouldn't desire small people adjoining them.

2. Q. You like the other witnesses have said that the best value of this farm is its water location, then to the best advantage of all, if its to be divided in kind, you would have to give each of the five children a two fifteenths frontage approximately, and the widow a one-third frontage approximately, is that right?

A. That's right.

3. Q. It has been testified here that in that way the water front of each of those approximately two-fifteenth parts would be in the neighborhood of seven hundred feet of water front, if that is so, then would not the owner of each of these two-fifteenth parts have a narrow water front with a very prolongated depth?

A. It would be if they got their proportion of acres in their share. They would get their same proportion of water front as the other heirs, as I see it, whether they got two-fifteenths or one-third.

4. Q. That is so just as you said, but isn't it a fact that, in that narrow water front of some seven hundred feet, they would have a very narrow frontage and a very long depth?

A. That is true.

5. Q. Generally speaking, would that kind of a portion of land be attractive to those interested in buying or owning water fronts?

A. It wouldn't be near as attractive as in water fronts of that same acreage.

6. Q. Isn't it a fact, from what you observe, that the most desirable water front part is along there where Arthur Skipper now owns of eight acres, which said eight acres is just below Truslow, in other words isn't that the high part of the farm?

A. That is, but further around down towards the point might be more desirable or preference over the high point at this other end.

7. Q. Is not that part down near the point lower and marshy and scrubby?

A. I am not familiar enough with the property to answer that question.

8. Q. Now then, if it went to a commission for division in kind, and they saw fit to allot to the widow her one-third part and they allotted it up towards the eight acres that Arthur Skipper now owns, would not that be an advantage to her, and accordingly a disadvantage to the remaining owners?

A. I wouldn't say it would be any disadvantage to her, or any advantage to the other heirs.

9. Q. Mr. West, with Mrs Skipper's one-third, or whatever the commission saw fit to allow her which would be in the neighborhood of some eighty acres, in your opinion, would not that be harder to market as a water site that it would be to market the whole farm, and give her a one-third of the proceeds?

Objection noted.

A. That remains to be seen, her eighty acres could be just about what the purchaser wanted, and it could be to an advantage, I can't see where it would be to any disadvantage.

10. Q. Then as to the Salability of these smaller portions of some two-fifteenths, would not, for them, their best opportunity be the sale of the farm as a whole, and they getting their proportionate part of the proceeds, than for them to undertake to market it as a smaller tract?

Objection noted.

A. It could be a disadvantage, and it could be an advantage, Nobody could tell

who the purchaser might be.

11. Q. I understand that, but with your acquaintance with the market of water sites and generally speaking, would not the best opportunity be by selling it as a whole farm?

Objection noted.

A. From my experience and what I know, small tracts sell better near a village than large ones.

12. Q. Well they might possibly be more salable in that more people are able to own small tracts, but isn't it a fact that these higher prices are looked for among those interested in larger tracts like this farm of some two hundred and fifty-five acres?

A. Thats true.

13. Q. Then if that is true, the result would be a better opportunity for all, generally speaking, to sell as a whole, and to divide the money, rather than the money they might get out of the sale of the smaller tracts?

A. Well as I said before, I don't find or hear of many people looking for large tracts adjoining the towns or nearby, as I do quite a distance away, ten or fifteen miles.

Re-direct examination by Mr. Keating, one of the Solicitors for the defendants.

1. Q. Would you state about how close this farm is to the Town of Chestertown, and the community development on the Queen Anne's side of the Chester River Bridge?

A. I would just say around a mile.

2. Q. Around a mile from what?

A. From the Bridge to the Skipper farm.

3. Q. Describe what kind of properties lie between the Chestertown-Church Hill road and this farm?

A. I am only familiar with one farm, the Truslow farm, operated as a chicken farm.

4. Q. Is it large or small?

A. I don't know the size of it, I would say small.

5. Q. Have you observed any other properties near there?

A. Yes.

6. Q. What do they appear to be?

A. They appear to be just small places.

Re-cross examination by Mr. Perkins, Solicitor for Plaintiff.

1. Q. With this small development there at the end of the Bridge and on up to where Truslow is, in a general way would you say that that development, leaving out the Truslow farm, grew out of its accessibility to Chestertown?

A. I would say that it did.

2. Q. That being so there would not be much chance of developing the Skipper farm in the way that the small community already referred to has been developed, keeping in mind that the development grows out of its accessibility to Chestertown?

A. I would say that there would be a wonderful chance of the Skipper property being developed into small places because of its accessibility to Chestertown.

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

A. I have nothing to add to it.

CHARLES M. WEST

Miss Martha Skipper, defendant, the fourth witness for the defendants, of lawful age, after having been duly sworn, deposes and says:

By Mr. Thomas J. Keating, Jr., one of the Solicitors for the defendants.

1. Q. State your name and place of residence please.

A. Martha Skipper, 3204 Phelps Lane, Baltimore, Maryland.

2. Q. Are you one of the defendants to this suit?

A. Yes

3. Q. Did you ever live on the farm in question?

A. Yes sir.

4. Q. For how long?

A. Seventeen years.

5. Q. Do you desire the farm to be sold?

A. No.

6. Q. If a commission were issued to divide the land and you were given a two-fifteenth portion of the farm with some water front and some back land would you be willing to have it so divided?

A. Yes sir.

7. Q. State if you will, whether or not you would be willing for Mrs Carrie E. Skipper to have her one-third interest in the farm laid off to her by a commission, and for her to hold that separately from you and your brother and sisters?

A. I would be willing.

8. Q. What is the reason that you do not desire to sell either the whole farm or such portion of it as a commission might give you?

A. Because I think it will be - -. I like it better that way. I rather keep the land.

9. Q. Why would you rather keep it?

A. Because that is the way our Grandfather intended it to be. He intended for the land to descend to his grandchildren, and thats why he purchased it in the first place.

10. Q. What, if any, revenue do you now derive from the farm?

A. Very little, hardly any.

11. Q. State whether or not that has anything to do with your desire to either sell it or hold it?

A. Well it hasn't anything at all to do with my desire to hold the land.

12. Q. Miss Skipper, do you know Miss Alice Skipper, one of the defendants?

A. She is my sister.

13. Q. What is her present condition?

A. She is incompetent.

14. Q. Will you state whether or not she has a duly appointed committee to manage her property?

Objection noted.

A. Yes she has.

15. Q. I now hand you a paper and ask you to state what it is.

A. Its a certified copy of an order in the Circuit Court of Baltimore City appointing me to act as committee for my incompetent sister.

A certified copy, just mentioned, is now handed to the Examiner to be filed and is filed and marked "Defendants' Exhibit No. 1".

Cross examination by Mr. Perkins, Solicitor for Plaintiff.

1. Q. You have stated that you desire to own in kind your one two-fifteenth interest, why do you want to hold it that way?

A. Because my Grandfather intended, and it is the way I like it.

2. Q. If so allotted to you, what do you propose to do with it?

A. I propose to keep it.

3. Q. Would there by any chance, by keeping it, by any source of revenue?

A. That would be up to me if the commission gave it to me.

4. Q. To accommodate you in that respect, then some of the others might have on their hands their small portion with no chance of much revenue to them, isn't that so?

A. No.

5. Q. What possible source of revenue would it be to them?

A. That would be their lookout if the commission gave it to them.

6. Q. How about this two-fifteenths that would be allotted to the incompetent one?

A. I would manage that.

7. Q. Is it your idea as committee that it would be left entirely to you to say what to do wit it?

A. Yes.

8. Q. Have you qualified in the Court by filing a bond?

A. Yes.

Re-direct examination by Mr. Keating, one of the Solicitors for the defendants.

1. Q. Will you state whether or not it would be possible for you and your brother and sisters to adjust among yourselves any arrangement for procuring revenue from your respective two-fifteenth portions of the farm, or for a possible later consolidation of the several two-fifteenth parts, if by a commission it was found necessary to sub-divide the childrens' two-thirds?

Objected to for the reason that this witness, while she might be competent to speak for herself and for her brother, Arthur, and her sister, Sarah, she is not competent as Trustee to speak for the incompetent, nor the other sister, Mrs del Toro, who has been served by order of publication, but made no answer.

A. It would be possible.

2. Q. Have you discussed this question with your co-defendants, except your incompetent sister?

Objection noted.

A. Yes.

3. Q. And after such discussion do I understand you to state that such arrangements could be made?

A. Yes.

Re-cross examination by Mr. Perkins, Solicitor for Plaintiff.

1. Q. Are you aware of the fact that after this suit was started Mrs del Toro has written either to you or to the brother and sister that live with you, inquiring what is going on relative to this suit, and that no reply has been made, and that she has written me stating that and asking information of me?

A. No I am not aware of the fact that she had written to you at all.

2. Q. Is it not a fact that she has written to you, or to your brother, or to your sister, Sarah, inquiring about how this case now stands, and for information about it?

A. She has written to us, but she never inquired how the case stood, or asked for any information. She said she wanted the land. She wrote and told me she wanted the land.

3. Q. To whom did she write that letter?

A. It was either to me or Sarah.

4. Q. How recently?

A. Very recently.

5. Q. Have you ever made a reply to it?

A. Yes.

6. Q. Would you mind when you go home getting the letter and sending it to Mr. Mitchell of Centreville, Maryland, the Examiner in this case, to be filed?

Objection noted.

A. No I wouldn't mind sending it.

7. Q. Will you do it?

A. If I can find it.

I now ask permission at a later time to bring over and file the letter recently written to me by Mrs del Toro, and my reply thereto.

REBUTTAL

By Mr. Keating, one of the Solicitors for the defendants.

1. Q. Miss Martha I hand you a telegram addressed to Miss Sarah Skipper at your home dated March 1st. and signed "Arg Deltoto", have you seen that before?

A. Yes sir.

2. Q. State whether or not it was received at your home indue course from the Western Union Telegraph Company?

A. Yes.

3. Q. Do you know whom it is from?

A. My sister, Marguerite del Toro.

The telegram is now handed to the Examiner to be filed and is filed and marked "Defendants' Exhibit No. 2".

By Mr. Perkins, Solicitor for Plaintiff.

1. Q. The letter we were talking about in my previous question to you, was that letter received after the receipt of the telegram?

A. Yes.

2. Q. Did you make reply to the letter?

A. Yes. I don't know whether I did or whether Sarah did.

3. Q. Are you sure now that a reply was made by you or by someone else to the letter?

A. Yes.

4. Q. In that letter did she inquire of you what was going on in the case?

A. I don't remember whether she did or not. They were all personal letters, not business letters.

5. Q. In the reply either made by you, or your sister, or brother, if any made, did you explain to her how the case stood?

A. Yes.

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

Answer: No.

MARTHA SKIPPER

Mr. Oliver C. Jones, the fifth witness for the defendants, of lawful age, after having been duly sworn, deposes and says:

By Mr. Thomas J. Keating, Jr., Solicitor for defendants.

1. Q. Mr. Jones, will you please state your name, residence and business?

A. Oliver C. Jones, Centreville, Maryland, real estate and insurance.

2. Q. State whether or not for many years you were County Agricultural Agent of Queen Anne's County?

A. Yes sir I was Agricultural Agent eight years.

3. Q. How long have you been in the real estate business?

A. Nine years.

4. Q. Could you give us an approximation of the number of water front properties that you have sold within those years?

A. Fifty or sixty I expect.

5. Q. Are you familiar with the farm, which is the subject of this suit?

A. The Skipper Farm, I am.

6. Q. Have you ever been on it?

A. Yes several times.

7. Q. This is a suit brought by Mrs Skipper against the children of Harry P. Skipper for a share of the farm in lieu of a division of the land, will you state whether or not, in your opinion, the farm in its present condition can be divided among the heirs without loss or injury to them?

A. The property could be divided, as I understand it there are five children and one widow, or six heirs.

8. Q. Will you give the reasons why you think it could be divided so that the widow could hold her one-third separately, and the children hold the other two-thirds together, or the children, hold said two-thirds in five separate parcels?

A. My opinion is the property is more valuable from its water front standpoint than from an agriculture standpoint. There is sufficient water front on the farm to make sub-division such as has already been done on the properties near there.

9. Q. In your experience in dealing with water front properties, would you say that the location of this property, assuming for the purpose of argument that a sale one way or another had to be made, that the farm would fetch a better price as a whole or in the six parcels possibly made of it?

A. Thats a very difficult thing to say. Ordinarily there are more buyers for smaller tracts than large. I mean you have more buyers for smaller tracts, however, I don't think you can say with assurance one way or the other. Generally speaking five or six tracts with the possibilities offered by the nature of this property, in my opinion, could be divided and sold to an advantage.

10. Q. What is your experience relative to finding purchasers for large tracts adjoining small developments such as lies adjacent to this farm?

A. Well our experience has been that people buying large tracts, or spending large sums, want or desire privacy, and don't like to be near any kind of a development.

Cross examination by Mr. Perkins, Solicitor for Plaintiff.

1. Q. This big money thats gotten and sought after for water frontage, isn't that obtained mostly from people that are interested and buy the larger tracts rather than the smaller tracts?

A. Well you get, of course, more money for the larger tracts. The value and selling price is determined more by your location and the improvements than the fact that its a large tract.

2. Q. Has your firm of real estate ever inquired of Mrs Skipper about the listing of this property for sale?

A. I am not sure, there are three of us that work in our office. A number of years ago, probably six or eight years ago, the property was brought to our attention by the owner or some of those interested in the property, and we went over the property, and made some effort at that time to interest people in it. Just who spoke to us of the sale of it, I don't know. We have considerable property and I don't think that we have ever had a listing of that property in writing.

3. Q. Did you, or your Firm, without any listing, undertake to get prospects?

A. We frequently do if we know that a property is for sale, and we have a prospect we feel that might be interested in a property of that kind. We frequently show them a place and if they are interested then we take it up with the owners.

4. Q. My question was, whether you, or your Firm, ever undertook to get interested prospects for this farm?

A. We did at one time.

5. Q. Whatever effort you made then was made with the farm as a whole, and not in separate parcels, was it not?

A. Thats true.

6. Q. And at the time you knew, did you not, in a general way, that this farm after the death of Mr. Harry Skipper, you, in a general way, or your Firm, understood that this farm belonged to the widow and a number of children, did you not?

A. We knew there were a number of heirs. We also knew, or I had heard through Wilson Harris, I believe, that part of them wanted to sell and part of them did not, and thats probably one reason why we had not continued our effort.

7. Q. And you have stated in a previous answer that you though this farm was susceptible, in an advantageous way to all those interested, for the owners to divide it in kind. If divided that way, giving all of them a water frontage then as has been shown here a water frontage to each of these two-fifteenth parts would be some seven hundred feet with a very prolongated depth, would that kind of a water frontage be easily handled as a water front possiblility?

A. I think if you divided that shore front on a mathematical division it would not be an advantageous way to sell it, but there are a number of elevations with trees that would be desirable building sites and, therefore, would be your selling divisions. I don't think these natural divisions would fit into a mathematical division on the shore line.

8. Q. As you are familiar with this farm, you know that some of it is high and desirable, and some of it is low and undesirable, some of it is regular woodland, and all of it a rather irregular shape. With all of those aspects having to be taken into account in making a fair or equably division, would not not run into a rather difficult undertaking?

A. As I recall the property there is a marshy point down near the bend of the river and the growth and woodland slopes down from the old house site to the river. However, at the river shore, at thecedar grove, and the wooded tract between this and the Foard Farm there is sufficient elevation for a desirable building site.

9. Q. Isn't it a fact that the part near the point of the farm is low, marshy and scrubby?

A. There is a strip of marsh as I recall it between the cedar point and the bend at the Yacht Club, however, the said scrubby trees should be classed as scrubby from an agriculture standpoint, are attractive from a standpoint of a home site.

10. Q. Looking at this map, the surveyor has described the part down her towards the point as consisting of scrub and woodland of about nineteen acres, and in front of that marsh land of some eighteen acres with a small part of said eighteen acres, some two or three acres, as a grove of trees and higher. Generally speaking, from what you have observed is that a fair representation of it?

A. I don't think so.

11. Q. Why?

A. Well it just isn't from my recollection of the property and from my observation of a government map. I was looking at it just before coming around here. Would you like for me to get the map, or maybe it isn't the proper thing to show you the government map?

Re-direct examination by Thomas J. Keating, Jr., Esq.

1. Q. Mr. Jones, from the surveyor's map which I now hand you and which was introduced in evidence as "Plaintiff's Exhibit No. 2", can you fairly tell what portions of the water front are desirable and undesirable?

A. Not from that map I would say.

2. Q. Will you state whether or not, from your personal observation, of the shore front, there are one or more desirable building locations in that portion indicated by the surveyor as marsh land of eighteen acres?

A. In my opinion there are two building sites somewhere between this marsh in her and the Williamson line which is indicated as marsh on the map.

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

A. No sir.

OLIVER C. JONES

Miss Sarah Skipper, defendant, the sixth witness for the defendants, of lawful age, after having been duly sworn, deposes and says:

By Mr. Thomas J. Keating, Jr., one of the Solicitors for the defendants.

1. Q. State your name and place of residence?

A. Sarah E. Skipper, 3204 Phelps Lane, Baltimore, Maryland.

2. Q. Are you one of the defendants to this suit?

A. Yes.

3. Q. How long did you live on the farm, which is the subject of this cause?

A. I lived there until we moved to Baltimore City.

4. Q. How long was that?

A. About ten years.

5. Q. Have you been on the farm recently?

A. Yes.

6. Q. Do you know its present condition?

A. Yes.

7. Q. Will you state whether or not you prefer to own your portion of the farm which is a two-fifteenth interest in it rather than to sell the farm and have two-fifteenths of the proceeds of it?

A. I would rather have my two-fifteenths in land.

8. Q. Why?

A. Because I think it is much better that way for all of the heirs.

9. Q. Would you be willing for your step-mother, Mrs Skipper, to have her one-third interest in the farm laid off to her and hold it separately or sell it as she saw fit, and for you and your brother and sisters to hold their two-thirds either together or in five separate parts?

A. Yes I would be willing.

10. Q. Do you think that a division of the land itself in one or the other of those ways could be made without any of you suffering any injury?

A. I do.

11. Q. I now hand you one of the exhibits introduced in evidence as "Defendants' Exhibit No. 2 " and ask you what it is and where you got it?

A. This is a telegram from my sister, Mrs del Toro, in answer to a letter I wrote to her explaining the entire situation of the farm.

Cross examination by Herbert E. Perkins, Esq., Solicitor for Plaintiff.

1. Q. Since receiving that telegram, hasn't a letter of inquiry come since inquiring about the situation either to you or someone else in your household?

A. No letters inquiring about the farm situation.

2. Q. Did not you just hear your sister on the stand say that a letter had been written since receipt of the telegram, inquiring about how the proceedings had been progressing and a reply was made thereto?

A. Yes.

3. Q. You stated that you desired to keep your two-fifteenth share in land rather than selling it. If you did that it would not follow as a matter of course that that would be the best program for the other owners, would it?

A. I think it would as we all share equally in the land.

4. Q. Then by that you are only speaking of the advantage to the children and in total disregard with how it might effect the owner of the one-third?

A. O, no.

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

Answer: No.

Sarah E. Skipper

Taking of further testimony is now postponed by the agreement of both sides until Friday, June 25th., at 1:30 o'clock, P.M.

June 25th., 1937, the taking of testimony was resumed at the office of Thomas J. Keating, Jr., Esq., in Centreville, Maryland, at 1:30 o'clock, P.M., there being present Mrs Carrie Skipper, the plaintiff, and her Solicitor, Herbert E. Perkins, Esq., and Thomas J. Keating, Jr., Esq., and B. Hackett Turner, Jr., Esq., Solicitors for the defendants.

REBUTTAL

Claude E. Truslow, the first witness in rebuttal, produced on the part of the plaintiff, of lawful age, after having been duly sworn, deposes and says:

1. Q. Please state your name and address.

A. Claude E. Truslow, Chestertown, Maryland.

2. Q. What is your occupation?

A. In poultry business.

3. Q. In what name is the business carried in?

A. In the name of Truslow Poultry Farm, Incorporated.

4. Q. How long have you been operating over there, Mr. Truslow?

A. We have been doing a business there for twenty-one or twenty-three years.

5. Q. Did the Truslows purchase a part of the Skipper farm?

A. Yes.

6. Q. About when?

A. About 1916 I think.

7. Q. It has about how many acres?

A. About forty-seven acres.

8. Q. Well now Mr. Truslow beginning at the bridge end on the water front you know where the residence of Mrs Ida Skipper Holden is, don't you?

A. Yes.

9. Q. Coming down the river whose the owner of the property next to her?

A. Mr. Will Dwyer, now owned by the Pyles.

10. Q. How large a place is that?

A. I really don't know. It seems to me that when Mr. Dwyer bought it, I think it was practically an acre.

11. Q. It is just a small building lot for a dwelling, is it not?

A. I really don't know. It seems to me that when Mr. Dwyer bought it, I think it was practically an acre.

11. Q. It is just a small building lot for a dwelling, is it Not?

A. Yes.

12. Q. Then who owns the property next to theirs coming down the river?

A. I think Starkey.

13. Q. And is that about the same size?

A. No smaller than it. Unless - - no, I am quite sure it is smaller.

14. Q. It is just enough for building?

A. Just a building lot.

15. Q. Who owns then next to the Starkey property?

A. I think Mr. Ed. Perkins owns three, four or five lots in there.

16. Q. Is that unimproved?

A. Yes it is unimproved.

17. Q. Then who owns below Perkins?

A. A Mr. Good, the undertaker at Church Hill.

18. Q. Is that just a small building lot?

A. A small building lot unimproved.

19. Q. Then on the river who owns below that?

A. Then comes marsh land which I should say is one hundred feet wide.

20. Q. Then who owns below that?

A. Mrs Carrie Skipper owns I think it is about three hundred feet. I am not sure - - - I paced it off one time.

21. Q. Then the next owner?

A. Then our property comes next, The Truslow Poultry Farm.

22. Q. About how much water frontage have you?

A. About one-half mile.

23. Q. As I understand it, the Truslow Poultry Farm, Incorporated, are engaged in rather a large scale in the chicken business, is that correct?

A. Yes.

24. Q. Then do you recall who owns just below you?

A. Mr. Arthur Skipper owns a small tract of land, five to eight acres, I think.

25. Q. You are acquainted with the Needles property, are you not?

A. Yes.

26. Q. Is that on what was the old bridge road?

A. Yes.

27. Q. And about how many would you say small dwellings are along that road with lots?

A. I suppose seven or eight houses.

28. Q. The bridge road was afterwards moved further up, was it not?

A. Further up the river, yes.

29. Q. With that kind of development which we have just gone over, please state whether you think it is reasonable that the development could be extended in time on the whole of the remaining Skipper farm?

Objection noted.

A. Why I have been there twenty-three years and it has been a very small development. Most of the development has been of cheaper buildings. Cheap development I might say. I don't believe under the present conditions that the rest of the farm would ever be developed in our time under that same condition. I have also seen other developments around that location and it has been very slow.

30. Q. Now Mr. Truslow in trying to interest a prospective buyer in the purchase of the whole remaining Skipper tract which consists of some two hundred and fifty-four or fifty-seven acres, please state whether this development would be a drawback to such prospective buyers?

Objection noted.

A. I don't think that the present development that is there would be any objection to a future purchaser.

31. Q. Do you mean a purchaser of the whole farm?

A. Yes of the whole farm.

32. Q. I understand that the Truslow Poultry Company afterwards purchased another small tract, about how much was that?

A. Ten acres.

33. Q. What use is made of the ten acres?

A. We bought that for a man that works for us. He was going to leave us because we didn't have any house for him, and it was bought for that purpose.

34. Q. Is that located on the left side of the road going from your road into your place and down on to your farm?

A. The ten acres is located opposite our property.

Cross examination by B. Hackett Turner, Jr., Esq., one of the Solicitors for the defendants.

1. Q. Mr. Truslow you say you purchased your property in 1916?

A. Yes.

2. Q. At that time just what was the state of the development from the bridge on back to the Skipper farm?

A. I don't believe there was over six or seven houses on each side of the river.

3. Q. And how many are there now?

A. I don't believe over twenty, maybe not that.

4. Q. That includes the entire development on the Queen Anne's side of the bridge?

A. Yes I would say so.

5. Q. Mr. Truslow, how many houses have been built on your tract since the time you purchased it?

A. Well I suppose about twenty-five.

6. Q. Twenty-five?

A. Yes.

7. Q. What kind of houses?

A. Poultry houses.

8. Q. How many dwelling houses have been built there?

A. Three.

9. Q. What size houses are those?

A. All of them about twelve room houses located on the water.

10. Q. Are they occupied?

A. Yes.

11. Q. Do you occupy or your family occupy any of them?

A. To specify definitely, one is owned by Claude E. Truslow, one is owned by Neal A. Truslow, the other house is owned by my father and mother.

12. Q. To get into the Skipper farm, Mr. Truslow, you pass through this entire development?

A. Yes.

13. Q. On either side of the road going back to the farm?

A. Yes.

14. Q. How far is it from the State road back to the farm?

A. I would say one-half mile. Road accepted by the County for that distance.

15. Q. Just what type buildings are along that road?

A. Poultry buildings.

16. Q. All poultry buildings?

A. Except two dwelling houses on the left hand side, one belonging to Claude T. Truslow, the other, I think, belongs to Greenwood.

17. Q. And how close are they to the road or lane?

A. Within fifty yards.

18. Q. On what size lots are thosehouses?

A. O, I don't know exactly about one hundred by one hundred and fifty.

19. Q. And how close are your poultry houses to the lane?

A. I just mentioned that.

20. Q. O, I thought that was the two dwelling houses on the left side.

A. I expect the dwelling houses are about sixty or fifty feet from the road, and the poultry houses about fifty yards.

21. Q. And how farm are those buildings from the entrance to the Skipper farm?

A. About one-third mile, maybe not quite that. Thats close enough I reckon.

22. Q. And who owns that land between those houses and the Skipper farm?

A. Truslow Poultry Farm.

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

A. I do know from hearsay and from the general public that the Skipper point to the farm is one of the most beautiful places we have on the Chester River. I have had a great many people down to that farm, and they have all exprnessed the beauty of that location.

CLAUDE E. TRUSLOW

Herbert E. Perkins, the second witness in rebuttal, produced on the part of the plaintiff, of lawful age, after having been duly sworn, deposes and says:

I desire to correct a mistake I made at the previous examination. At that time in cross examination of Miss Martha Skipper in one of the questions I asked her if she was not aware that Mrs del Toro had written to her or one of her sisters inquiring about the status of the case, and not having any reply to same Mrs del Toro had written me asking for information.

Referring to that I find among my files a letter written by Mrs del Toro's husband to me dated May 24th in which he referred to having written to Mrs Harry Skipper, and my reply thereto dated June 5th., 1937, in which I gave him the information he was seeking.

I am filing the two letters, one marked "Plaintiff's Exhibit No. 3" and my reply thereto marked "Plaintiff's Exhibit No. 4".

The two letters above mentioned are handed to the Examiner to be filed, and are filed and marked "Plaintiff's Exhibit No. 3" and "Plaintiff's Exhibit No. 4" respectively.

Cross examination by Mr. Thomas J. Keating, Jr., one of the Solicitors for the defendants.

1. Q. Then the inquiry which you had in mind had been delivered to the plaintiff and not the defendants?

A. Yes, as appears by the two letters.

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

A. No I have nothing further to state.

HERBERT E. PERKINS.

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

H. B. W. Mitchell, Examiner, - - - - - - - - - - - - - - - - - -	$ 40.00
Mrs. Verna Crowl, Stenographer, - - - - - - - - - - - - - - - -	20.00
Carrie E. Skipper, Witness, - - - - - - - - - - - - - - - - - -	.75
Gilbert B. Taylor, Witness, - - - - - - - - - - - - - - - - - -	.75
W. Clark Grieb, Witness, -	.75
G. Davis Neavitt, witness, - - - - - - - - - - - - - - - - - -	.75
James P. Brown, Witness, - - - - - - - - - - - - - - - - - - -	.75
Harry F. Callahan, Witness, - - - - - - - - - - - - - - - - - -	.75
Arthur B. Skipper, Witness, - - - - - - - - - - - - - - - - - -	.75
Charles M. West, Witness, - - - - - - - - - - - - - - - - - - -	.75
Martha Skipper, Witness, - - - - - - - - - - - - - - - - - - -	.75
Oliver C. Jones, Witness, - - - - - - - - - - - - - - - - - - -	.75
Sarah E. Skipper, Witness, - - - - - - - - - - - - - - - - - - -	.75
Claude E. Truslow, Witness, - - - - - - - - - - - - - - - - - -	.75
Herbert E. Perkins, Witness, (Solicitor for Plaintiff)	.00
	$69.00

H. B. W. MITCHELL
EXAMINER

Plaintiff's Exhibit No. 1
Filed Aug. 5, 1937

#721. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifth day of November, in the year nineteen hundred and nine, the following DEED OF REMAINDER INTEREST was brought to be recorded, to wit:-

THIS DEED OF REMAINDER INTEREST, made this 26th. day of October, A.D. 1909, by THOMAS SKIPPER AND SARAH E. SKIPPER, his wife, of the State of Massachusetts to HARRY P. SKIPPER of Queen Anne's County, State of Maryland, witnesseth;- That whereas the said Thomas Skipper being desirous of making provision in the event of his death for his son, Harry P. Skipper, aforesaid, being moved thereto by natural love and affection has determined to convey an estate in remainder in the real and personal property hereinafter described so as to avoid the delay and expense incident to the administration of his estate and accelerate the enjoyment of the same by his said son upon his demise.

NOW THEREFORE, in consideration of the premises and of natural love and affection and of the sum of Ten Dollars unto the said Thomas Skipper paid, the receipt of which is hereby acknowledged, the said Thomas Skipper and Sarah E. Skipper, do hereby grant, bargain, and sell unto the said Harry P. Skipper, his heirs and assigns, all their fee simple interest and estate, subject to a free hold estate for and during the natural life of the said Thomas Skipper in the property hereby conveyed, which is hereby especailly reserved to him therein, in and to the following named property, the interest hereby intended to be conveyed being the remainder interest after the expiration of the life estate reserved of the said Thomas Skipper therein, to wit: - All that farm or tract of land and premises located in the 2nd. Election District of said Queen Anne's County at Chester River Bridge and on the south west side of the public road leading from Chestertown to Church Hill and whereon the said Harry P. Skipper now resides adjoining the lands of Mrs. John F. Copper and Mrs. Felix Zeisel, and containing FOUR HUNDRED AND FIVE ACRES and 135 3/10 perches of land, more or less; being moreover the same lands conveyed to the said Thomas Skipper by two deeds one of Hope H. Barroll, Trustee, dated May 4th., A.D. 1900 and duly recorded in Liber W.H.C. No. 10, folio 436 &c., of the land records for said Queen Anne's County, and the other from Harry P. Skipper and Wife dated February 10th. A.D. 1906 and duly recorded in Liber S.S. No.I, folio 105 &c., of said land records, a fuller description of said lands is to be found in said Deeds which are hereby made a part hereof. TOGETHER with the improvements and appurtenances thereto belonging. And in consideration of the premises, the said Thomas Skipper hereby bargains and sells unto the said Harry P. Skipper, reserving never-the-less an estate for and during his natural life therein, all the farm stock, implements and personal property used to carry on or manage said farm and used in the house or buildings thereon as well as ~~xxxxxx~~ the emblements or profits in crops growing or being on said farm at the time of the death of the said Thomas Skipper.

AS WITNESS OUR HANDS AND SEALS.

THOMAS SKIPPER (SEAL)

WITNESS:-TIMOHY J. SHEEHAN

SARAH E. SKIPPER (SEAL)

HARRY MACAULEY

STATE OF MASSACHUSETTS, MIDDLESEX COUNTY, TO WIT:-

I HEREBY CERTIFY, that on this 26th. day of October, A.D. 1909, before me, the subscriber, a Notary Public of the State of Massachusetts, duly appointed in and for Middlesex County in said State, personally appeared Thomas Skipper and Sarah E. Skipper, his wife, the within named Grantors in the aforegoing Deed 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.

SEAL of Notary Public.

MICHAEL F. DUYER

NOTARY PUBLIC MEDFORD MASS.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber S. S. No. 7, folios 140, 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 Twenty-sixth day of June, in the year nineteen hundred and thirty seven.

WILLIAM H. CARTER Clerk

ESTER
RIVER
25.21 A
Scrub and Woodland 19A
PINES
1½ TO 2 A
STONE
Marsh 18.
Wood 49 ft
Other 182 ft
Total 245 ft
Shore line 5,930 ft
May 1937
Scale 1 inch = 200 FT.

GREENWOOD
25.214
PRIVATE ROAD
ARTHUR B. SKIPPER?
Sub and Wood land 19A
C H E S T E R
R I V E

Plaintiff's Exhibit No. 3
Filed Aug. 5, 1937

UNIVERSITY OF MICHIGAN
Ann Arbor, Michigan
College of Literator, Science, and the Arts
Department of
Romance Languages

May 24, 1934

Mr. Herbert Perkins
Chestertown, Md.

Dear Mr. Perkins:

Marguerite and I would like to know what was done about the farm. We had a letter from Mrs. Skipper saying that some surveying that had to be done had held up her plans, but she did not say what had to be done or when it would be done, or whether anything was being done. Will you please give us some information about the whole thing.

Sincerey yours,

JULIO DEL TORO

Plaintiff's Exhibit No. 4
Filed Aug. 5, 1937

June 5th., 1937

Mr. Julio del Toro
University of Michigan,
Ann Arbor, Michigan

Dear Mr. del Toro:-

I received your letter dated May 24th., 1937, inquiring about the proceedings pertaining to the Skipper farm.

I see by my files that I had written your wife a letter dated February 24th., explaining about the proceedings having been instituted, and sent her a copy of the Order of Publication.

Since then an Answer has been filed by Arthur, Martha and Sarah Skipper, denying that it is necessary to sell the farm as a whole as most advantageous way to the interested parties, and setting up that the farm can be divided in kind.

After the said Answer was filed I did have a surveyor to plot the farm as now remains after the several parcels have been sold off.

Next Firday in Centreville we have arranged to take testimony before an Examiner of the Court as to the Question of selling the farm and dividing the proceeds, or trying to divide the farm in kind.

Yours very truly,

HEP:P

DECREE APPOINTING COMMITTEE
OR TRUSTEE UNDER CHAPTER
Filed Aug. 5, 1937

Ex Parte:

In the Matter of

ALICE SKIPPER

Incompetent

In the

CIRCUIT COURT OF

BALTIMORE CITY

DECREE:

This cause standing ready for hearing and duly submitted, the proceedings were by the Court read and considered:

It is Thereupon, this 21st day of May, 1937, Adjudged, Ordered and Decreed, by the Circuit Court of Baltimore City, That Martha A. Skipper be and he is hereby apointed committee with full power and authority to care for and manage the property of the said Alice Skipper and upon proper order of this Court to expend cash for the support and maintenance of the said Alice Skipper under the direction of this Court; but before the said Martha A. Skipper shall proceed to act as such committee he shall give a corporate bond to the State of Maryland in the penalty of One thousand Dollars with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of her duties as such committee.

George A. Solter

STATE OF MARYLAND
CITY OF BALTIMORE, ss:

I, CHARLES R. WHITEFORD, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Decree of Court now on file in this office in the cause therein entitled as above, and that the Committee therein named has filed her duly Approved Bond

Seal's Place

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT this 8th day of June A.D. 1937.

CHAS. R. WHITEFORD
Clerk

Exceptions
Filed Aug. 25, 1937

Carrie E. Skipper

vs.

Marguerite del Toro, et a

In the Circuit Court

for

Queen Annes Co.

in Equity

To the Honorable, The Judges of said Court.

The defendants, by B. Hackett Turner Jr and Thos. J. Keating Jr. herewith file their objections to the admissibility of certain evidence which said objections were noted at the taking of testimony before the Examiner.

Your defendants object:

Page 8 1. To question # 16 asked the witness Taylor as to the method employed by a commission, for the reason that the method of dividing or partitioning land by commission is a procedure outlined by the law and the witness' opinion is not competent testimony.

Page 8 2. To question #20 asked the witness Taylor because it presupposes the necessity of a sale being made, whereas the test of divisibility is not to be made on the grounds of saleability.

Page 11 3. To question # 1 asked the witness Taylor because it is opinion evidence asked about a matter of fact, the witness not being called as an expert on partition.

Page 11 4. To question # 3 asked the witness Taylor because it is a leading question.

Page 17 5. To question #3 asked the witness Grieb because the matter of advisability or inconvenience or expediency is not to be considered in relation to the divisibility of the land.

Page 19 6. To question #17 asked the witness Neavitt because the question of value from only one standpoint agricultural is not pertinent.

Page 18 7. To question #19 asked the witness Neavitt for the same reason as above.

Page 24 8. To question#2 asked to Witness Brown.

Respectfully yours

THOS. J. KEATING JR.
B. HACKETT TURNER JR.

DEFENDANT'S BRIEF OF ARGUMENT
Filed Aug. 26, 1937

CARRIE E. SKIPPER VS. MARGARET DEL TORO, ET AL.

MEMORANDUM OF AUTHORITIES
CITED BY THE ATTORNEYS FOR DEFENDANTS IN
ARGUMENT.

Although partition of an undivided interest in land cannot be made, DUGAN vs. BALTIMORE, 70 Md. 5

there seems to be no law to the effect that a partition cannot be made so as to set off one coparcener's portion to him or her in severalty and to allow the remaining coparceners to hold the balance of the property in common.

This of course could not be done over the objection of one of the latter but in absence of such objection (in the present case, in fact, it is their desire so far as they can express a desire) it would seem equitable to do so.

In effect in the instant case it would simply amount to laying off to the widow her third in kind.

If a bill for sale in lieu of partition contains a prayer for general relief, then if the proff fails to warrant a sale, a partition in kind may be decreed. CAMPBELL vs. LOWE, 9 Md. 509.

It must be alleged and proved that a partition in kind cannot be made without loss or injury before a sale will be decreed.

CAMPBELL vs. LOWE, 9 Md. 509.

ROWE vs GILLELAN, 112 Md. 111.

The court will not refuse actual partition merely because of the inconvenience or difficulties attending the same. The Benefit of a Sale over a partition must be proved, and said sale must be advantageous to all parties.

WATSON vs. GOODWIN,
4 Md. Chancery 25.

HOUSE vs. WILES,
12 Gill & Johnson 338.

JOHNSON vs HOOVER (75 Md 486)

A bill in equity for the partition of real estate proceeded upon the theory that the property was divisible and therefore a partition was asked and not a sale. The application was for a partition "or such other and further relief as the case may require". The Commissioners appointed to make the partition, reported that upon actual trial it was found impossible to divide the property without loss or injury to the parties. A decree was thereupon passed for its sale. On appeal from this decree it was it held.

The right to division in Kind is an undeniable right if feasible. 9 Md 500. But proff of indivisibility furnished by commissioners. report, is sufficient under alternative prayer of the bill to support the decree for a sale.

KEMP vs WATERS (165 Md. 521)

Judge Bond: The right to partition at common law has been one of the incidents of ownership in common, and absolute, and so the right to sale as the alternative means of making division has been regarded equally as one of the incidents of ownership and absolute. Property held in Common has always been subject to the advantage or disadvantage, whichever it might be, of an option in any one owner to take his share separately, by partition if possible, by sale if partition is not possible. Freeman on Cotenancy (2nd Ed) sec. 539. "Actual partition was by the C.h., a matter of absolute right, irrespective of the fact whether the partition would prove beneficial or ruinous. Under the statutes authorizing the court to order a sale in preference to partition, such sale is a metter of absolute right when the circumstances designated by statute are found to exist".

ROWE vs GILLELAN (112 Md. 111)

The bill in this case filed by the owner of an indiv. ¼ interest in a tract of land containing about 71 acres against the defendants, one of whom owned 2/4 and the other 1/4 of the land, alleged that the land could not be divided without loss or injury and prayed for a sale of the property and a division of the proceeds among the parties according to their respective rights. Defs. alleged that the land could be divided not only without injury, but to the advantage of all concerned. Held that the evidence shows, upon reference to topography of the tract, that upon a partition each party would get an equal proportion of tillable land, woodland, hilly land, and each would have access to water, and that consequently the land should be partitioned and not sold.

Tenants in common of land are entitled to have partition or division of the same in Kind; and it is only when the land cannot be divided without loss or injury that the Court is authorized under Code Art. 16 S. 129 to direct a sale of the property and division of the proceeds among the owners.

WATSON vs GOODWIN (4 Md. Chancery)

Original bill filed by Watson and wife, for sale of lands devised to the wife of complainant and her sister Ann, wife of Defendant Goodwin, as tenants in Common.

After Commission issued to take testimony, wife of complainant died, and he in his own right and as next friend of his infant children filed bill of revivor and supplement, in which it is charged it would be for the advantage of all parties to sell the land.

Answer of Goodwin and wife deny this allegation.

Held - Jurisdiction of the Court cannot be sustained unless the bill alleges that sale will be for the benefit of all parties concerned (Tomilson vs McKaig 5 Gill). If alleged it must be proven to the advantage of all parties. If the infants had been made def. and by their ans. by their guardianhad admitted the facts alleged in the bill, still there would be no decree against them, but upon proof of all the material allegations. (Kentand V v Taney 6 G&J) Neither the infants ans, nor the ans. of adult defendants confessing the fact is evidence to affect the infant. (Harris & Harris 6 G & J)

If the advantage of a sale is not made apparent by the proof the Court ought not to order the sale and especially it should be reluctant to exercise the power in a doubtful case, when some of the parties entitled to the property are opposed to it.

CAMPBELL vs LOWE 9 Md. 500

A bill for partition averred that the land was not capable of div. that the defendant refused to divide or unite in a sale, and that it was for the best interest and advantage of the parties to have the same sold. The prayer of the bill was for a sale and for general relief. The complainant proved his title as tenant in common but the court dismissed the bill because there was no proof that a sale would be advantageous to the parties.

Held under this bill, complainant was entitled either to a decree for a sale or partition according to the evidence.

The acts of 1785 Ch 72 S 12 and 1831 Ch 311 S 7 must be construed in connection with the law as it s tood before their passage and where it does not appear that a sale would be for the advantage of the parties partition may still be made as a matter of right and it will not be refused on the ground of difficulties or inconvenience.attending it.

These acts give a new remedy in order to promote the interest of the parties, but the object in view, separate enjoyment is the same whether the bill be filed for partition merely, or in the alternative though to give the court jurisdiction under these Acts, it must be averred that the sale would be to the advantage of the parties.

Also see;	27 Md. 466
	35 Md. 477
LEWIS vs. CARVER	140 Md. 121
WILSON vs. GREEN	63 Md. 547
GITTINGS vs. WORTHINGTON	76 Md. 139
BOOTH vs. EBERLY	124 Md. 27

OPINION AND DECREE
March 26th, 1938

CARRIE E. SKIPPER	)	IN THE CIRCUIT COURT FOR
versus	)	QUEEN ANNE'S COUNTY, IN EQUITY
MARGUERITE S. DEL TORO, et al	)	CHANCERY #3118.

STATEMENT AND DECREE.

THE BILL OF COMPLAINT was filed in this cause, on February 2, 1937, by Carrie E. Skpper, widow and relict of Harry P. Skipper, late of Queen Anne's County, deceased, and states, in substance, as follows:

1 - THAT THE deceased Skipper was, in his lifetime and at the time of his death, intestate, on March 13, 1932, seized of a tract of land or farm situate in the Second Election District of Queen Anne's County, Maryland adjoining the Greenwood Farm of Ellsworth C. Greenwood, and the land of others, containing about Two Hundred and Fifty-five Acres of land, more or less.

2 - THAT the deceased left surviving him his five children, who, together with the said Complainant, are his only heirs at law. The name of each child being as follows:

(a) The Defendant, Marguerite S. Del Toro, nee Skipper, a daughter who intermarried with one Jolio Del Toro.

(b) The Defendant, Arthur B. Skipper, a son.

(c) The Defendant, Martha Skipper, a daughter.

(d) The Defendant, Sarah Skipper, a daughter.

(e) And the Defendant, Alice Skipper, a daughter.

And 3 - THAT said real estate is not susceptible of division among the parties entitled to an interest therein without material loss and injury and that, in order to make division in said tract of land or farm, it will be necessary to sell the same and divide the proceeds of sale among those entitled thereto.

THERE IS, aside from the General Relief Prayer, but one other prayer and that is the prayer for sale of the entire property and distribution of the proceeds of sale.

ALL Defendants appear to be residents of Maryland except Mrs. Del Toro and her husband. The first named Defendant, Mrs. Del Toro, and her husband are alleged in the Bill to be non-residents of Maryland and an Order of Publication against them has been duly published and an interlocutory decree, as to them, was duly passed on May 31, 1937. Three of the resident Defendants, namely Arthur B. Skipper, Martha Skipper and Sarah Skipper, have filed answers in the cause and for the Defendant, Alice Skipper, an answer has been filed through Guardian Ad Litem appointed upon Petition of Complainant's Solicitor, Mr. Perkins.

THE three resident Defendants who are competent have answered the Bill of Complaint and state in substance, as follows:

1 - THAT the Respondents admit that the tract of land mentioned in the Bill of Complaint was owned by their father, Harry P. Skipper, at the time of his death as alleged in Paragraph (1) of the Bill.

2 - That, as alleged in Paragraph (2) of the Bill, they admit their said Father died, intestate, and that he was survived by the Complainant, his widow, and by his son and daughters mentioned by name in said Paragraph (2); and that his widow and said surviving children are his only heirs at law; and that, further answering the same Paragraph, they aver that their sister and co-Defendant, Alice Skipper, now is confined at Springfield State Hospital, Sykesville, Carroll County, Maryland, and is a person non compos mentis, and that appropriate pro-

ceedings have been instituted in Baltimore City to have a Trustee appointed for her.

3 - THAT they deny the allegations contained in Paragraph (3) of the Bill of Complaint, and further answering the same, say: "That the farm mentioned in the Bill of Complaint is susceptible of division among the parties entitled to an interest therein without any loss or injury to any of said parties for the reason that said farm has an extensive water frontage on Chester River which gives it its chief value and has sufficient water frontage to allow each party considerable water front and sufficient back land as well; that the farm is not in a good state of cultivation, a large portion thereof having been untilled for some time, and the building improvements on the farm are not extensive nor are they in very good condition and do not constitute, therefore, any very appreciable part of the value of the farm."

THAT the said Respondents aredesirous of holding their combined respective portions of the farm in common with each other and with the other Defendants, and allowing the Complainant to hold her portion thereof in severalty by having her one-third thereof laid off and awarded to her in severalty; and, should it not be possible to divide the land in that manner, then your Respondents desire a Partition and Division of the land among all of the parties according to their respective interests therein.

AND, "having fully answered the Bill of Complaint", the Respondents' prayers (1) and (2) are as follows:

(1) That they be dismissed hence with their costs.

(2) That, should the Court find that the Plaintiff is entitled to some relief in the premises, then a commission be issued to divide or partition the real estate described in these proceedings among the parties, etc.

TESTIMONY was duly taken and filed in the cause and after hearing argument by the Complainant's Counsel and by Counsel for the three answering Defendants, the cause has been submitted to the Court for its determination.

THE WITNESSES for the Complainant (five in number), testify substantially as follows:

1 - Mrs. Carrie E. Skipper - Complainant - in her own behalf in her examination in chief - states as follows:

That she is the widow of Harry P. Skipper and that he died intestate, on March 13, 1932, and that, in addition, to herself, Mr. Skipper was survived by the five children who are named Defendants in the Bill and that she and said five children are the Deceased's only heirs at law. That, at the time of his decease, her husband owned and possessed the tract of land or farm described in the Bill and that said property is part of the land conveyed to Harry P. Skipper by his deceased Father, Thomas Skipper and Sarah E. Skipper, his wife, in October, 1909. The Deed is filed as an Exhibit. That her husband, inhis life time, conveyed away and disposed of a portion of the tract and that at his death he owned about Two Hundred and Fifty-seven Acres which she describes in her testimony. In reply to Interrogatory #14 in Chief, as to whether the tract is susceptible of division in kind, etc., she states - " I do think it would be a loss dividing it. I think it would be better for all the heirs if it were sold as a whole, and I think they would get more money for it selling it as a whole than by dividing the land."

Mrs. Skipper states that the tract has a frontage on the water or river of over a mile in length and that a part of the river frontage is low and marshy. She is unable to state the contents of the marsh land, but in reply to Interrogatory #19, states:"It would be the water front location of the property that makes it valuable." In reply to Interrogatory #21 which is based entirely on a division in kind of the land and the value of a supposed allotment to her of her one-third on that part of the river frontage which is low and marshy, the Complainant states: "Why I wouldn't have any desirable water front at all because I couldn't building on it. It would be too low and marshy." In reply to Interrogatory #22 (which is predicated on the theory of a two-fifteenths allotment in kind being made by a commission) as to the value of that part of the farm where the low marshy land is, the witness states: "Well, I can't see where it would change the value of the land any more because they couldn't build on it either, and that is why I suggested selling it as a whole."

UNDER cross-examination, Complainant states: That the said Defendant children of her deceased husband are her step-children. That the extent of the marsh or low land is small as compared to the entire length of the river frontage of the tract. That there is pine and other woodland, to the extent of about thirty-five acres, located to the rear of the farm. In reply to cross-Interrogatory #8, relative to future sale value of the farm as a whole that If sold in portions or parts or whether it could be divided in kind among the respective parties at the present time according to their respective interest in it, the witness makes the following reply: "Well, it would make such narrow waterfronts and extend back so that I couldn't see how it could be sold to advantage, and there would be a right of way through each parcel of land of the heirs"; and, in reply to Cross-Interrogatory #9 to the Complainant relative to a one-third and two-thirds division in kind of the land, the witness states as follows: "I just don't know how to answer that. It would all depend. I said in the beginning it would be better for all if sold as a whole. Now if you are bringing in land division it would alldepend on what part of the land is given to me whether I could then said it wouldbe fair to all concerned." In reply to other cross-Interrogatories the witness sates that about one-half of the arable land is being cultivated and is being let for money rent. That the river shores of the tract are growing up in bushes and cedar trees and that, due to a fire, the buildings on the farm are of little value. Upon re-direct examination by her own Counsel, the Complainant

in reply to a question from her Counsel, as to her willingness to sell her one-third interest, states she would be willing to sell her one-third interest for the amount of Ten Thousand Dollars ($10,000.00).

2 - Gilbert Taylor - Witness on part of Complainant - testified in chief substantially as follows:

That he resides in Chestertown and that he was employed by Complainant's Counsel, Mr. Perkins, to make a survey of the Skipper Farm and that he made a plat thereof and he gives the area of the tract to be a fraction above Two Hundred and Forty-five acres of land and states the length of the shore line of the tract to be Fifty-nine Hundred and Thirty (5930) Feet in length. He states that, of the shore line, about Seven Hundred (700) Feet is scrubby and marshy land. The Witness states the area of woodland along the Eastern boundary to be a little over Twenty-five Acres and that in addition thereto there is woodland along the South end of the tract to the extent of Nineteen Acres.

In reply to question from Mr. Perkins, the Witness states that he does not think the tract is susceptible of division in kind, without material loss and injury, as prayed for by the Defendants, and that it should be disposed of as a whole. When requested by Counsel to give his reasons for these conclusions relative to the sale of the farm as an entirety, the Witness stated as follows: "That the acreage of the farm does not have a uniform value. The water frontage may be divided proportionally, but to do so it would entail the depth across the whole tract, which is a very undesirable and impracticable division. A portion of it on the Northeastern corner has no water frontage."

Under cross-examination, Mr. Taylor testified as follows: That there is considerable fine timber and other timber on the Nineteen Acres of woodland extending along the Southern border of the farm and extending down to the river shore. That there is an attactive grove of Two or Three Acres along the river front at the South end of the farm particularly valuable as a building site. This, however, is indicated on his plat as marsh land.

3 - W. Clarke Grieb - Witness on part of Complainant testified somewhat as follows:

He resides in Chestertown and gives his occupation as that of farmer and real estate sales and purchases. He states his familiarity with the tract of land in question and that its chief value is its possible water front salability. He does not think the tract is divisible in kind and states that the tract, in his judgment, should be sold as an entirety. The Witness also points out some of the difficulties to be overcome in a division in kind - such as rights of way, character of waterfront, etc. Upon being cross-examined he stated that he was not at all familiar with the Southern portion of farm along the water front. He also states that a farm of less than Eighty Acres is not large enough to economically farm and that fact lessens its sale value. He states that a division would hurt the value of the land which any of the parties might want to sell and that the farm is worth more, per acre, in its entirety than it would be by subdivision. The Witness in reply to Cross-Interrogatory #19, answers: "No". This Cross-Interrogatory is as follows: "Assuming that a sale was not necessarily contemplated by any, or all of the parties, then there is no physical reason why this farm can not be divided giving each party his or her share of the land, according to his or her respective interests in the whole, is there?" The Witness further states that each co-owner could get a portion of each kind of land, though not located contiguously.

4 - Mr. G. David Neavitt - Witness on part of Complainant, testified as follows:

This Witness resides in Centreville, Queen Anne's County, and is a farmer and real estate agent. He has inspected the farm and testifies as to its character and states that in his opinion the tract can not be divided in kind without material loss and injury to the owners. The Witness states that the farm would be sold to a better advantage as a whole and states his reason for such conclusion as follows: "Because small water front tracts of the approximate size of Thirty Odd Acres each are not selling well in this section of the Shore. Witness gives entire value of farm as Twenty Thousand Dollars ($20,000) or better.

The Witness gives it as his judgment that, in view of the photography of the tract, it could not well be divided one-third to widow and two-thirds to the children of the deceased. The Witness states that there is not a dwelling on the farm and that only a portion thereof is being tilled.

5 - James P. Brown - Witness for Complainant testified as follows:

This Witness states his residence to be on farm near Church Hill, that he is a land owner and is familiar with and the owner of farm lands and that he knows the Skipper farm and has recently visited it. Mr. Brown, in reply to a question in chief, states the value of the farm to be Twenty Dollars an Acre. He further states that in his opinion the farm is not susceptible of division in kind without material loss and injury to any of the parties in interest. He states as a reason for this conclusion that if the widow be given for her one-third it would take for about Eighty-three acres and that would be too small a farm to operate economically, etc. Later in his testimony, the witness states that if the farm is sold as a whole tract, a fair valuation would be approximately One Hundred Dollars ($100.00) per acre.

Upon cross-examination, the Witness was asked, in Interrogatory #1 and #2, "Mr. Brown, assuming that the five children would be willing to hold their two-thirds of the farm in common, then could not the farm be divided into two tracts giving the Widow one-third, and the children together two-thirds without loss and injury to them?" and he answered "I believe that the farm would be more valuable to each heir to dispose of it as a whole." And in reply to Cross-Interrogatory#7 -

"Then is there any physical reason why this farm could not be readily divided as is any other land which has a variable desirability" - Answered "I think it could be, but it would not be practical or satisfactory." Mr. Brown testified that he had, upon occasions, served upon land commissions and that the land involved in those commissions consisted merely of farms in actual operation.

At the conclusion of testimony by said five witnesses in chief of the Complainant, the Respondents in their behalf introduced in the cause the testimony of witnesses (six in number) in refutation of certain testimony given by witnesses of the Complainant. The name of each Defendants' witness, with a short synopsis of the testimony, may be stated as follows:

1 - Harry F. Callahan - Witness for Respondents testified substantially to the following facts:

This Witness states his residence to be in Centreville, Queen Anne's County, Maryland. That he owns real estate which includes three farms and one-half interest in two other farms and also has supervision of three farms for a certain Mrs. Chambers. He is also a Contractor and Builder and is the owner of land immediately in the locality of the Skipper farm, and which was originally part of the Skipper tract. This Witness has known this tract of land since twenty years ago and has recently been over and made an examination of the tract. The Witness states that a great deal of the land is not under cultivation. That there is no fencing and no other improvements or buildings of any consequence upon the tract and it is without a dwelling thereon. In answer to Interrogatory #8 in chief, as to whether division, in kind, of land in its present condition can be made to the parties without loss and injury to them states as follows: "In my opinion the farm could be divided into parts, one part might not have as many acres as another part or two fifteenths, but it could be divided very nicely". He states further that in the division each party would get some of each character of land on the farm. In reply to Interrogaroty #10 in chief, the Witness states - "Well, it has a wonderful water front." The Witness states that he can say from his experience as a Contractor that a proper approach can readily be made to the cedar grove at the rear of the farm and that this location is one of the most desirable on the tract and that it can be done without excessive expense.

In reply to Cross-Interrogatory #4 - The Witness replied "I meant in sub-dividing the farm that possibly the water front and land might not be as desirable as some other part, therefore, the heir would be given more acres of land or more feet of water front."

In reply to Cross-Interrogatory #6, - relative to best opportunity for all parties to deal with farm as a water location, the witness answers "Yes".

In reply to Cross-Interrogatory #9 - relative to division into one-third and five separate two-fifteenths parts from looking at the Taylor survey and tracing thereon the divisions with pencil, the Witness answers: "With regard to equality that would be rather hard for me to do, Mr. Perkins. I know it can be done by a commission going on the farm, taking a map with them and going over the land could made a fair division. To look at the map without the land in view it would be pretty hard to make a division". This witness testified quite fully upon cross-examination, as shown on Page 29 of Examiners' return of testimony, that an entrance could be readily made into the tract from the present state road, so that each sub-division of the farm would be provied for, and points out in what manner this may be accomplished without the necessity of rights of way over the respective allotments.

2 - Arthur P. Skipper - Witness in his own behalf and in behalf of the other Defendants to the cause, testified as follows:

He states that he is a party to the suit and is the son of his deceased father, said Harry P. Skipper; that he resides in Baltimore City at the present time; that he is familiar with the Skipper farm to which he is one of the heirs, and resided thereon for fifteen years; that only a portion of the farm is now being tilled, the remainder, except for woodlands, being practically in a state of barrenness as far as agriculture is concerned and that it produces no appreciable revenue.

On Page 31 of the Examiners' Return of testimony, the Witness is shown to have expressed the desire that the farm in question shall not be sold but that he is willing that his step-mother, Mrs. Carrie E. Skipper, shall have and hold her one-third of the farm in severalty from his and his sisters.

In reply to Chief Interrogatory # 9 and #10 as to sale or division of farm, the Witness states that it would be more advantageous to divide than to sell and that he would be willing to have and hold a two-fifteenths interest, in severalty, in the land.

The Witness testifies that he owns land adjoining the farm and that he is very familiar with the waterfront thereof and in reply to Question #13, in chief, about value of high and low water front of farm, he states as follows: "Low lying water front has points of superiority over the other water front that would make it of equal value", and in reply to Question #16, in chief, relative to division of farm, without loss and injury to any of the parties in interest, he states: "It can be so divided." Witness states in reply to a later question that "On account of the situation of the land, is very susceptible to such division" - that the water front is sufficient to give each heir a fairly good size piece thereof.

Mr. Skipper, in reply to Cross-examination by Mr. Perkins, states that, in his judgment, the tract would bring more if offered in a small tract of about eighty acres and in five other tracts, each of the size of about thirty acres, than if offered for sale as a whole.

3 - Charles M. West - Defence Witness - Residence, Centreville-Formerly merchant - Has for last 16 years acted as Trustee for extensive farm lands - Has ex-

clusive ownership of several farms of large acreage and of other real estate. -Is familiar with real estate values, especially values of water front properties and in the neighborhood of the Skipper tract and he is generally familiar with real estate values - He states that he has been a valuer of real estate for many years and has, by appointment, been on several Court Commissions to value and make division and allotment of landed estates.

He had visited the Skipper farm but once and that was just before the taking of testimony when he went over the farm. He states that, from his examination and observation of the tract, he would say the tract could be divided amongst the parties without loss or injury to them. When on the farm, he had the lines thereof pointed out to him from his position in about the center of the tract and from his view it looked as though it could be divided very easily into six parts. That the extent of water frontage would enable division with water frontage with each sub-division. When questioned as to finding purchasers for the tract as a whole and as located, the Witness' opinion was that most purchasers would object to the entrance leading back to the property. He states that he observed a number of small water front properties in the immediate neighborhood of the farm and states that such fact would detract from its desirability by persons desiring large water front estates. Witness states buildings, except one, on the tract are in very bad condition, that the soil is very light and sandy and that the farms chief asset is the water front.

Upon Cross-examination, the Witness stated that from his observation, persons don't usually look for, or want large tracts near towns but prefer to purchase some distance away from towns. And, in reply to Mr. Perkins' Question 2 on re-Cross-examination, the Witness stated "I would say that there would be a wonderful chance of the Skipper property being developed into small places because of its accessibility to Chestertown."

4.- Miss Martha Skipper - Witness and Defendant in the cause - Residence - Baltimore at present time - Lived on the tract in question for seventeen years States she does not desire tract to be sold, but is willing that the widow's one-third interest therein, as an heir of Harry P. Skipper, be laid off to her in severalty by a commission. States that there is now little revenue derived from the farm.

The Witness states that her sister, Miss Alice Skipper, is incompetent and that the Witness has been appointed as a committee to act for her. The Witness states that her sister, Mrs. Del Tor, had written recently that she desired her part in land.

5 - Oliver C. Jones - Witness on behalf of Defendants - Residence is Centreville - Business, Real Estate and Insurance Broker. Has engaged in real estate business for nine years and previously was an Agricultural Agent for eight years. Has made sale of between fifty and sixty farms and is familiar with the Skipper farm, having been on the farm several times.

In reply to Interrogatory #7 in chief, as to division of farm in kind among the heirs without loss and injury to them, Witness states: "The property could be divided, as I understand it there are five children and one widow, or six heirs." Witness gives among his reasons for the statement - "My opinion is the property is more valuable from its water front standpoint than from an agricultural standpoint. There is sufficient water front on the farm to make subdivision such as has already been done on the properties near there." Later in his testimony, this Witness states "Generally speaking, five or six tracts with the possibilities offered by the nature of this property, in my opinion, could be divided and sold to an advantage." Witness further states that experience has shown him that people buying large tracts, or spending large sums, want or desire privacy, and don't like to be nar any kind of a development. A great deal of the Cross-examination of this Witness was as to whether his firm had endeavored to sell the tract as a whole for some or all of the heirs. In reply to Cross-Interrogatory #7, he makes reply as follows: "I think if you divide that shore front on a mathematical division it would not be an advantageous way to sell it, but there are a number of elevations with trees that would be desirable building sites and, therefore, would be selling divisions, " etc. The Witness states that he is unable to tell from the Taylor survey handed him what portions of the water front are desirable or undesirable.

6 - Miss Sarah Skipper - Defendant and Witness - Resides in Baltimore with her sister and until removing to Baltimore had resided on the farm in question for about ten years. She has recently beennon the farm. States she prefers to have her two-fifteenths in land and that it is her belief that it would be best for the others heirs to hold their shares in the same way in land but she is willing that Mrs. Skipper should have laid off to her in severalty her portion and the rest laid off the the five other heirs either in common or severalty. She is of the opinion that the land can be so divided and without loss or injury to any of the parties.

REBUTTAL ON PLAINTIFF'S PART.

1 - Claude E. Truslow - Witness for Plaintiff - Resides on Poultry Farm adjoining Skipper farm and is engaged in poultry business and has been so engaged for over twenty years. Purchased forty-seven acres of original Skipper tract in 1916. This Witness then gives the owners of small lots of land along the water front in the neighborhood of the Skipper farm, and under objection, states he does not believe the present development near the farm would be any objection to a future purchaser of the farm.

Witness, on Cross-examination, states that development consists of about twenty homes. The Witness states that the Skipper farm is located about one-half mile from the State road. The only other Witness sworn in the case was Mr. Perkins who testified as to receipt of letters and replies thereto.

THE DEFENDANTS have filed written objection to questions as follows:

Page 8 - 1. - To Question #16 to witness Taylor as to method employed by a commission for partition of land - The objection is sustained and the answer stricken out.

Page 8 - 2. - To Question #20 to witness Taylor as to salability value of farm whereas the test is divisibility of the particular farm - This objection is over-ruled.

Page 11 - 3. - To Question #1 asked the Witness Taylor on re-direct examination, as to portion of property adjoining Arthur Skipper and his being reasonably fixed up by taking that part of the land - The objection is sustained and answer stricken out.

Page 11 - 4. - To Question #3 asked witness Taylor - The objection is over-ruled.

Page 17 - 5 - To Question #3 asked witness Grieb as to simplest and surest way of handling farm would be to sell it as a whole and divide proceeds - Objection is sustained and answer stricken out.

Page 19 - 6. - To Question #17 and to Question #19 - Objections over-ruled.

Page 24 - 7 o To Re-direct Interrogatory #2 at top of page - Objection is sustained.

IT MAY not be necessary, or usual, for the Court either in reaching or announcing its final conclusion in a cause, to repeat, or call especial attention to,so much of the testimony as we have, perhaps, deemed best to do in the instant cause. The state and character of the pleadings as we find them upon an examination and consideration of the case, impress the Court as going far towards reducing the contention of the respective parties, Plaintiff or Defendants, and at the same time reduce the issues in the cause to but one issue, ie: Does it appear from the proof in the cause that the tract of land described in the Bill of Complaint is susceptible of division and partition, among the parties in interest therein, without loss or injury to the parties? There is certainly not in the Bill a sufficient recitation of particular facts in reference to the farm in question to justify the Court in holding its indivisibility as inherent in the designated farm. The Respondents affirmatively, upon the other hand, state in their answer that the particular tract is partable in kind and that the partition or division can be made without entailing loss or injury to the parties in interest and they therein enumerate various facts upon which to base their conclusion.

THE PLAINTIFF, however, even if there were no answer to their Bill, is not relieved from the necessity of furnishing to the Court such an amount of proof as may be necessary to convince the Court of the desirability or necessity for granting the partcular or special relief sought by the prayers of the Bill.

THE COURT has already hereinabove stated what the two prayers of the Plaintiff are and has also stated the wishes of the answering Defendants as expressed by the two prayers in their answer. It must be, and certainly to the Court is, perfectly apparent that a Court of Equity is not without jurisdiction in the premises to grant or refuse that special relief prayed for by the Plaintiff and to refuse to dismiss the Bill as requested in the first prayer of the answer. However, with the second prayer of the Plaintiff for relief generally and with second prayer of the answering Defendants expressing their willingness for a partition in kind, the question of jurisdiction is not necessary to be discussed. There is ample authority for us to hold, and we do so hold in this case, that the Court has jurisdiction either to direct a partition in kind of the Skipper farm, or to decree a sale thereof and a distribution of the proceeds of such sale, as the Court may conclude, from full consideration of the entire testimony introduced in the cause, should be done.

WE HAVE, in argument and in brief of Counsel for Defendants, been referred to numerous cases dealing with partition in kind and with sales in lieu of such partition and the Court has carefully read and considered these references and numerous other references to cases upon these subjects; and has also read and considered various Acts of Assembly of Maryland upon the subject of partition or sale of real estate as these acts have been from time to time amended and as now are embraced in Bagby's Code of 1924 - Article 16, section 152 (formerly section 129 therefo) etc., the Chancery Article - and the various Acts of Assembly relative to the law of inheritance of real estate - Article 46, sections 1 to 8, etc., the Inheritance Article.

See the following cases:

Kemp versus Walters - 165 Maryland, 521.

Lewis versus Carver - 140 Maryland, 121.

Booth versus Eberly - 124 Maryland, 27.

Rowe versus Gillelan - 112 Maryland, 111.

Scarlett versus Robinson - 112 Maryland, 202.

Johnson versus Hoover - 75 Maryland, 486.

Campbell versus Lowe - 9 Maryland, 509.

AS TO difficulties attending partition in kind of land, the Court will not refuse the actual partition in kind merely because of the inconvenience or difficulty attending the division. The benefit of a sale over partition can not be assumed but must be proved and must be shown to be advantageous to all the parties.

Watson versus Goodwin - 4 Maryland

THE ACTS of Assembly and Code provisions merely give new remedies to promote the interest of the parties but the object in view - separate enjoyment- is the same.

THE RIGHT to partition in kind is a right of inheritance and not of purchase and is of much value and of ancient origin, and is a right still quite frequently resorted to in this Circuit.

AS TO the Title of the parties to the tract of land, that is admitted by the answer to be as stated in the Bill and no discussion in reference there to is necessary.

THE COMPLAINANT'S Counsel has not filed in the cuase or suggested any given authority to support him. All the testimony in the cause shows quite conclusively that this tract of land should not be treated merely from the standpoint of its utility for agricultural purposes or of its salability for that purpose, and shows beyond question that it is susceptible of consideration from various other standpoints. It is without mansion or dwelling and is practically not otherwise improved except for an inexpensive outbuilding. The testimony of the Complainant's witnesses is directed almost exclusively to whether the tract should be or should not be offered for sale as a whole, but it discloses that there are other features in connection with the tract that must be taken into consideration in the determination of the rights of the parties therein before it should be determined whether a partition in kind or a sale be ordered.

THE TESTIMONY shows the tract to contain almost two hundred and fifty acres of land beautifully located along the Southerly side of Chester river directly across the river from Chestertown in Kent County. It is affirmatively shown that there is an extensive water line to the tract of about one and one-quarter miles in length; that there are points along the river of particular advantage for the purpose of location for buildings; that the tract is in close proximity to a thriving and every increasing settlement for residential and commercial purposes; that in the immediate locality there are several poultry plants, etc.; and that since the completion and re-location of the Chester River Bridge at Chestertown there has been an increase in demand for small plots of land and in buildings erected in the locality.

FROM THESE FACTS last hereinabove pointed out, it occurs to the Court as being suggestive that if a Trustee were appointed to make sale of the tract as a whole and without first offering it in parcels, the Trustee would thus be rather inviting objections to his sale thus made. One of the witnesses, Mr. Brown, in behalf of Complainant, states that the tract should be offered as an entirety but the same witness varies his initial estimate of $20.00 per acre as the value of the farm for agricultural purposes to $100.00 per acre as a water front proposition. This same witness, Mr. Brown, in answer to the question of divisibility or indivisibility, states that the tract is susceptible of division in kind, but that it is not practical to do so.

"WE THINK that the evidence introduced on the part of the Complainant is not of such a character as to authorize the Court", against the protest of numerous of the other property owners in the cause, to decree a sale of the property.

IN THE OPINION of the Court, "The evidence fails to support the jurisdiction averments of the Bill", viz: that the property can not be divided without loss or injury, The burden was upon the Plaintiff to make out a case within the rule stated. The weight, however, of the entire evidence is decidedly in favor of the contention of the answering Respondents as stated in their answer. It is, hence, for the reasons above stated, the opinion of this Court that the prayer of the Complainant for a sale of the property must be refused and that a commission should be issued in the usual form to value and make division and allotment in kind of the tract of land mentioned in the Bill of Complaint and as prayed for in prayer #2 of the Respondent's answer. And such conclusion in no way conflicts with the general relief prayer of the Complainant.

THE COURT being of the opinion as above herein expressed and for the reasons stated will sign the necessary Order or Decree, when prepared, to conform to this opinion, as may be necessary to carry into effect its opinion as expressed therein.

THOS. J. KEATING
J. OWEN KNOTTS

CARRIE E. SKIPPER	)	IN THE CIRCUIT COURT FOR
versus	)	QUEEN ANNE'S COUNTY, IN EQUITY.
MARGUERITE S. DEL TORO, et al	)	CHANCERY #3118.

INTERLOCUTORY DECREE

THIS CAUSE being submitted, and argument of Counsel having been heard, the entire proceedings and testimony having been read and considered, and this Court having reached the conclusion and opinion hereinabove expressed;

IT IS THEREUPON, this 26th day of March, in the year 1938, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that there be a Partition of the real estate mentioned in these proceedings, whereof Harry P. Skipper, late of Queen Anne's County, died seized and possessed, amongst his heirs at law named in the Bill of Complaint filed herein, agreeably to the Acts of Assembly in such cases made and provided.

AND to the end that this Court may be enabled to make such Partition, it is further adjudged, ordered and decreed that a commission issue in the usual form to five discreet, sensiblmen, (to be named and designated individually in and by a subsequent and additional Decree and Order of this Court to be passed in the cause) to be Commissioners with authority and power hereby given them, or a majority of them to proceed in the premises according to the directions of Article #46, section 8, etc., of Bagby's Annotated Code of the Public General Laws of Maryland, and in all respects to conform to and comply with the provisions thereof; and the said five Commissioners, or a majority of them, when named and designated, shall severally, before they proceed to act, take an oath (to be annexed to the said Commission) before some Justice of the Peace for Queen Anne's County, or before some other person authorized to administer an oath, well and faithfully to perform the duties required of them by the commission, without favor, partiality or prejudice, and according to the best of their judgment and understanding. And they, or a majority of them, are authorized to go upon, walk over, and view said real estate and shall cause same to be surveyed, and shall value the same, and to divide and make partition thereof into fifteen equal parts, having regard to the quantity and quality, if in their judgment, or in the judgment of a majority of them, the same will admit of being so divided without loss or injury to all the parties entitled: and to allot five-fifteenths or one-third to the Complainant, Carrie E. Skipper and to allot to each of the children of the deceased, two fifteenths thereof.

AND if, in their judgment, or in the judgment of a majority of them, this division can not be fairly made and done according to their several just proportions, that they they proceed to divide the same into such lesser number of parts as the same may be susceptible of, without loss or injury to all the parties entitled; and to ascertain and return the value of each part thereof, having due regard to quantity and quality.

AND if they, or a majority of them, shall determine that said real estate can be divided in either of the ways hereinbefore mentioned without loss or injury to all the parties, that they they shall cause the land to be surveyed and laid out by the County Surveyor, or such other competent person as they may think qualified for the purpose, and the allotments shall be divided among the parties, Plaintiff and Defendants, according to their several just proportions; and they shall make report and return of thier proceedings to this Court together with a plot and certificate of survey showing the divisions and allotments, and they shall make out and return their valuation of the several divisions and of the total valuation of said real estate. They shall also make return of all their proceedings and there shall be annexed thereto the usual oath of office.

THOS. J. KEATING
J. OWEN KNOTTS

Filed March 26th, 1938

PETITION
Filed Apr. 21, 1938

CARRIE E. SKIPPER, Plaintiff,	)	IN THE CIRCUIT COURT FOR
versus	)	QUEEN ANNE'S COUNTY, IN EQUITY
MARGUERITE DEL TORO, et al, Defendants	)	

TO THE HONORABLE, The Judge of said Court:

THE PETITION of Arthur B. Skipper, Martha Skipper and Sarah Skipper, three of the respondents in this Cause, by Thomas J. Keating, Jr., and B. Hackett Turner, Jr., their Solicitors, respectfully shows:

THAT, pursuant to the Decree of this Honorable Court passed on the twenty-sixth day of March, nineteen hundred and thirty-eight, your Petitioners do hereby respectfully suggest unto your Honors the appointment of Charles M. West, Harry F. Callahan, L. Tilghman Hayden, Oliver C. Jones and James P. Brown as commissioners to whom a commission should issue pursuant to theaforesaid Decree for the purpose of making a partition of the land as therein decreed.

Respectfully submitted,

THOS. J. KEATING JR.

B. HACKETT TURNER JR.
SOLICITORS FOR PETITIONERS.

SUPPLEMENTARY DECREE
Filed June 4, 1938

CARRIE E. SKIPPER, Plaintiff,	)	IN THE CIRCUIT COURT FOR
vs.	)	QUEEN ANNE'S COUNTY,
MARGUERITE DEL TORO, et al., Defendants.	)	IN EQUITY.

SUPPLEMENTAL DECREE.

IN CONFORMITY WITH and supplementary to the Interlocutory Decree heretofore passed on the twenty-sixth day of March, nineteen hundred and thirty-eight, it is, by the Circuit Court for Queen Anne's County, in Equity, this second day of June nineteen hundred and thirty-eight, ordered and decreed that Charles M. West, Harry F. Callahan, L. Tilghman Hayden, Oliver C. Jones and James P. Brown, be, and they are hereby appointed Commissioners in this cause to make partition of the real estate as directed in the aforesaid Interlocutory Decree, and the Clerk of this Court is hereby directed to issue the commission to said Commissioners in accordance with the aforesaid Interlocutory Decree, and the law in such cases made and provided. The personnel of the commission having been suggested in the Petition and Recommendation of three of the parties to the cause, filed therein on April 21, 1938, and no other suggestion or recommendation having been made by the other parties to said cause.

THOS. J. KEATING

J. OWEN KNOTTS

Filed June 4th, 1938

Commission to Divide Real Estate
Filed Sept. 15, 1938

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

The State of Maryland to Charles M. West, Harry F. Callahan L Tilghman Hayden, Oliver C. Jones and James P. Brown, 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 Annes County, in Equity passed on the 4th day of June in the year 1938 in a cause therein between Carrie E. Skipper widow, Plaintiff and Marguerite S. Del Toro and John Del Toro, her husband, Arthur B. Skipper, Martha Skipper, Sarah Skipper and Alice Skipper Defendants fully authorized and empowered you or a majority of you, having first taken the oath hereto annexed, to adjudge and determine whether the real estate of which Harry P. Skipper late of Queen Annes County, deceased, died, seized and possessed will admit of being divided without loss or injury to all the parties entitled, and to ascertain the value of said estate in lawful money and for that purpose you are authorized and empowered to go to, enter upon,walk over, survey and value all of the following described real estate, situate, lying and being in Queen Annes County, State of Maryland, of which Harry P. Skipper, late of Queen Anne's County died seized and possessed of being a tract or parcel of land located in the Second Election District of said County, near the Chester River Bridge, and hear the public road leading from Chestertown to Church Hill, and containing 255 acres of land, more or less, and which is particulary mentioned in paragraph One of the Bill of Complaint filed said cause.

And they, or a majority of them, areauthorized to go upon walk over and view said real estate and shall cause same to be surveyed, and shall value the same, and to divide and make partition thereof into fifteen equal parts, having regard to the quantity and quality, if in their judgment, or in the judgement of a majority of them, the same will admit of being divided without loss or injury to all the parties entitled, and to allot five fifteenths or one third to the Complainant Carrie E. Skipper, and to allot to each of the children of the deceased, namely

Marguerite S. Del Toro,	two fifteenths
Arthur B. Skipper,	two fifteenths
Martha Skipper	two fifteenths
Sarah Skipper	two fifteenths
Alice Skipper	two fifteenths thereof.

And if in your judgment, or the judgment of a majority of you, this division can not be fairly made and done according to their several just proportions that they you, or a majority of you proceed to divide the same into such lesser number of parts as the same may be susceptible of, without loss or injury to all the parties entitled; and to ascertain and return the value of each part thereof, having due regard to quantity and quality:

And if you or a majority of you shall determine that said real estate can be divided in either of the ways herein before mentioned without loss or injury to all the parties, that then you shall cause the land to be surveyed and laid out by the County Surveyor, or such other competent person as you may think qualified for the purpose and the allotment shall be divided among the parties Plaintiff and Defendants, according to their several just proportions, and you shall make report and return of their proceedings in the court together with a plot and certificate of survey showing the division and allotments, and you shall make out and return your valuation of the several divisions and of the total valuation of said real estate. You shall also make return of all their proceedings.

WILLIAM H. CARTER Clerk, Circuit Court

For Queen Annes County
Commissioners Oath

You and each of you shall according to the best of your skill and judgment make partition as directed by the aforegoing 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, Queen Annes County, to wit:

I hereby certify, that the aforegoing oath was administered to the said Charles M. West Harry F. Callahan, L. Tilghman Hayden, Oliver C. Jones and James P. Brown, Commissioners named in the aforegoing Commission, on this 15th day of September, 1938

Clerk's Seal.

WILLIAM H. CARTER
Clerk of the Circuit Court for Queen Annes County

Notice by Commissioners
Filed Sept. 28, 1939

NOTICE BY COMMISSIONERS.

Appointed to value, divide and allot certain Real Estate owned by Harry P. Skipper, deceased, at the time of his death.

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

Carrie Skipper, Widow
Plaintiff

Vs.

Marguerite S.Del Toro & Julio Del Toro, her husband, Arthur B. Skipper, Martha Skipper, Sarah Skipper & Alice Skipper,
Defendants.

The undersigned, Oliver C. Jones, L. Tilghman Hayden, James P. Brown, Harry F. Callahan, Commissioners, having been, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed in the above cause on June 2nd, 1938.appointed Commissioners to value, divide and allot certain real estate mentioned and described in said cause, situate in Queen Anne's County, State of Maryland, of which Harry P. Skipper, died seized and possessed, and a commission having been duly issued by the said Court to the undersigned to make said valuation, division and allotment of the said real estate; now, therefore in pursuance of the direction contained in said decree and in said commission, the undersigned Commissioners as aforesaid hereby give notice that they will proceed with the execution of said Commission on the 8th day of December, 1939, on which day they will meet on the farm known as the "Skipper Farm" in the Second Election District of Queen Anne's County, aforesaid, at the hour of eleven o'clock A. M., for the purpose of commencing the performance of the duties required of them by said Commission.

THOS. J. KEATING JR.
T. J. Keating, Jr.

B. HACKETT TURNER JR.
B. Hackett Turner,Jr.
Solicitors for Defendants.

HARRY F. CALLAHAN

OLIVER C. JONES

L. TILGHMAN HAYDEN

JAMES P. BROWN

Filed September 28, 1939

Certificate of Survey
Filed January 3, 1940

Chestertown, Maryland
Aug. 2, 1939

This is to certify that on July 13, 1939 I completed a survey of the Harry P. Skipper farm, located in the Second Election District of Queen Anne County, Maryland, on Chester River, and near the Public Road leading from Chestertown to Church Hill, also near Chester River Bridge and adjoining the lands of A. B. Skipper, Heirs of W. H. Truslow, C. E. Jester, L. J. Waller, and D. Williamson, which is more particularly described as follows:-

Starting at a concrete Monument, which marks the intersection of Two Rights-of-Way, one originally 18 feet in width, but now widened to 30 feet, leading from the H. P. Skipper farm to the public road leading from Chestertown to Church Hill, and the other, 12 feet in width, leading from the Waller and Williamson farms to the above mentioned 18 foot Right-of-Way, thence running S 19° 36' E 1356.2 feet to the

Beginning, thence running along the center line of the aforesaid 12 foot Right-of-Way

(1)	S 19° 36' E 1559.0 Feet	To a point, Thence
(2)	S 72° 52' E 168.7 Feet	To a Poplar Tree, a corner for the lands of L. J. Waller and D. Williamson, thence along said Williamson land
(3)	S 45° 31' W 2497.1 Feet	To a boundary Stone, thence

(4)	S 49° 31' W	770.9 Feet	To the Mean High Water line of Chester River, thence along said Water line
(5)	N 53° 23' W	420.7 Feet	To a point, thence
(6)	N 61° 44' W	537.4 Feet	To a point, thence
(7)	N 71° 07' W	206.7 Feet	To a point, thence
(8)	N 33° 06' W	545.2 Feet	To a point, thence
(9)	N 35° 08' W	162.9 Feet	To a point, thence
(10)	N 23° 23' W	179.4 Feet	To a point, thence
(11)	N 5° 42' W	215.9 Feet	To a point, thence
(12)	N 9° 05' W	692.8 Feet	To a point, thence
(13)	N 2° 54' E	162.3 Feet	To a point, thence
(14)	N 10° 18' E	523.6 Feet	To a point, thence
(15)	N 6° 55' W	159.1 Feet	To a point, thence
(16)	N 11° 09' E	192.9 Feet	To a point, thence
(17)	N 27° 53' E	171.3 Feet	To a point, thence
(18)	N 30° 44' E	598.3 Feet	To a point, thence
(19)	N 37° 16' E	160.3 Feet	To a point, thence
(20)	N 52° 07' E	471.5 Feet	To the lands of A.B. Skipper, thence along said Skipper land
(21)	S 58° 48' E	1184.9 Feet	To the center of the aforesaid 18 foot Right-of-Way, thence along said center line
(22)	N 32° 15' E	611.5 Feet	To the lands of C. E. Jester, thence along said Jester land
(23)	S 58° 57' E	1066.7 Feet	To a point, thence
(24)	N 32° 15' E	100.0 Feet	To the beginning

Containing 257.551 Acres of land, more or less

The above described plot was divided into six parts and a right of way the areas of each being as follows:-

Part	A	- 116.591	Acres
Part	B	- 36.525	Acres
Part	C	- 27.956	Acres
Part	D	- 39.269	Acres
Part	E	- 18.486	Acres
Part	F	- 17.627	Acres
Right of Way		- 1.097	Acres
TOTAL		257.551	Acres

The location and boundaries of each part is shown on the accompanying plot.

Mr. dek. Smith Jr.
C.E.

DESCRIPTION OF PART " A "

Starting at a concrete Monument, which marks the intersection of two Rights-of-way, one originally 18 feet in width, but now widened to 30 feet, leading from the H.P. Skipper farm to the public road leading from Chestertown to Church Hill, and the other, 12 feet in width, leading from the Waller and Williamson farms to the above mentioned 18 foot Right-of-Way, thence running S 19° 36' E 1356.2 feet to the

Beginning, thence running along the center line of the aforesaid 12 foot Right-of Way

(1)	S 19° 36' E	1559.0 Feet	To a point, thence
(2)	S 72° 52 E	168.7 Feet	To a Poplar Tree, a corner for the lands of L. J. Waller and D. Williamson, thence along said Williamson land
(3)	S 45° 31' W	2497.1 Feet	To a boundary Stone, thence
(4)	S 49° 31' W	770.9 Feet	To the Mean High water line of Chester River, thence along said Water line
(5)	N 53° 23' W	420.7 Feet	To a point, thence
(6)	N 61° 44' W	537.4 Feet	To a point, thence
(7)	N 71° 07' W	206.7 Feet	To a point, thence
(8)	N 33° 06' W	112.0 Feet	To a point, thence
(9)	N 41° 53' E	4017.8 Feet	To a point, thence
(10)	N 58° 57' W	1045.7 Feet	To the South side of a 30 foot Right of Way, thence along said Right of Way
(11)	N 32° 15' E	30,0 Feet	To the lands of or formerly of C. E. Jester thence along said Jester land
(12)	S 58° 57' E	1045.7 Feet	To a point, thence
(13)	N 32° 15' E	100.0 Feet	To the beginning

Containing 116.591 Acres of land, more or less.

Mr. dek. Smith Jr.
C.E.

DESCRIPTION OF PART "B"

Beginning at the Northerly End of line #10 as given in Part A. thence running along said line reversed.

(1)	S 58° 57'	E	1045.7 Feet	To a point, thence
(2)	S 41° 53'	W	1810.3 Feet	To a point, thence
(3)	N 58° 48'	W	742.1 Feet	To the South side of a 30 foot Right-of-Way, thence along said Right-of-Way
(4)	N 32° 15'	E	1781.5 Feet	To the beginning

Containing 36.525 Acres of land more or less.

Mr. dek. Smith Jr.

C.E.

DESCRIPTION OF PARTY "C"

Beginning at the Westerly End of line # 2 as given in Part B., thence running a continuation of said line

(1)	S 41° 53'	W	2207.5 Feet	To the mean high water line of Chester River, thence along said water line
(2)	N 33° 06'	W	433.2 Feet	To a point, which is the Westerly End of the Center line of the original 18 foot Right-of-Way Extended, thence
(3)	N 32° 15'	E	1981.6 Feet	To a point, thence
(4)	S 58° 48'	E	763.1 Feet	To the beginning

Containing 27.956 Acres of land, more or less.

Mr. dek. Smith Jr.
C.E.

DESCRIPTION OF PART "D"

Beginning at the end of line #3, as given in Part C, thence running along said line reversed

(1)	S 32° 15'	W	1981.6 Feet	To the mean High Water line of Chester River thence along said water line
(2)	N 35° 08'	W	162.9 Feet	To a point, thence
(3)	N 23° 23'	W	179.4 Feet	To a point, thence
(4)	N 5° 42'	W	215.9 Feet	To a point, thence
(5)	N 9° 05'	W	692.8 Feet	To a point, thence
(6)	N 2° 54'	E	162.3 Feet	To a point, thence
(7)	N 10° 18'	E	523.6 Feet	To a point, thence
(8)	N 6° 55'	W	159.1 Feet	To a point, thence
(9)	N 11° 09'	E	192.9 Feet	To a point, thence
(10)	N 27° 53'	E	171.3 Feet	To a point, thence
(11)	S 58° 48'	E	1345.4 Feet	To the beginning

Containing 39.269 Acres of land, more or less.

Mr. dek. Smith Jr.
C.E.

DESCRIPTION OF PART "E"

Beginning at the End of line #10, as given in Part D., thence running along the Mean High Water line of Chester River

(1)	N 30 44'	E	598.3 Feet	To a point, thence
(2)	S 58 48'	E	1351.7 Feet	To the North Side of a 30 foot Right-of-Way, thence along said Right-of-Way
(3)	S 32 15'	W	600.0 Feet	To a point, thence
(4)	N 58 48'	W	1336.4 Feet	To the beginning

Containing 18.486 Acres of land, more or less.

Mr. dek. Smith Jr.
C.E.

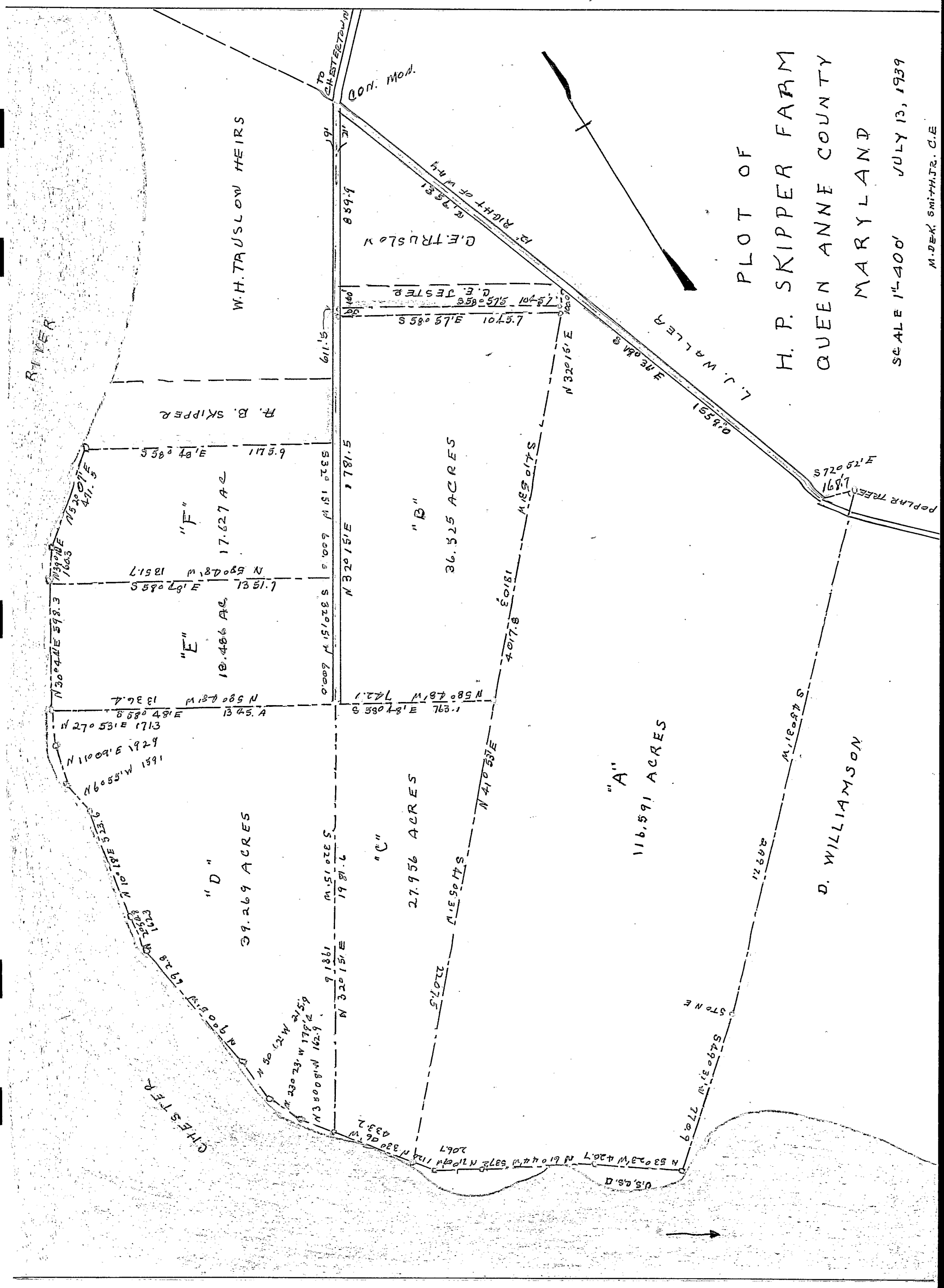
DESCRIPTION OF PART "F"

Beginning at the end of line #2, as given in Part E., thence running along said line reversed

(1)	N 58	48'	W	1351.7 Feet	To the Mean High Water line of Chester River, thence along said water line
(2)	N 37	16'	E	160.3 Feet	To a point, thence
(3)	N 52	07'	E	471.5 Feet	To the lands of A.B. Skipper, thence along said Skipper land
(4)	S 58	48	E	1175.9 Feet	To the North side of a 30 foot Right-of-Way, thence along said Right-of-Way
(5)	S 32	15'	W	600.0 Feet	To the beginning

Containing 17.627 Acres ofland, more or less.

Mr. dek. Smith Jr.
C.E.


PLOT OF
H. P. SKIPPER FARM
QUEEN ANNE COUNTY
MARYLAND
SCALE 1"=400'
JULY 13, 1939
M.DEK. SMITH JR. C.E
TO CHESTERTOWN
CON. MON.
W.H. TRUSLOW HEIRS
C.E. TRUSLOW
C.E. JESTER
A. B. SKIPPER
L. J. WALLER
RIGHT OF WAY
POPLAR TREE
"A"
116.591 ACRES
"B"
36.525 ACRES
"C"
27.956 ACRES
"D"
39.269 ACRES
"E"
18.486 AC.
"F"
17.627 AC
D. WILLIAMSON
CHESTER
RIVER
U.S.C.S.D

Report and Return of Commissioners
Filed January 3, 1940

CARRIE E. SKIPPER, widow, Plaintiff,	)	IN THE CIRCUIT COURT FOR
	)	QUEEN ANNE'S COUNTY,
versus	)	IN EQUITY.
MARGUERITE S. DEL TORO, et al, Defendants.	)	

REPORT AND RETURN OF COMMISSIONERS.

TO the Honorable, the Judges of said Court:

THE SUBSCRIBERS, a majority of the commissioners appointed by a Commission issued out of the Circuit Court for Queen Anne's County, in Equity, in a cause wherein Carrie E. Skipper, widow, is the Plaintiff, and Marguerite S. del Toro and Julio del Toro, her husband, Arthur B. Skipper, Martha Skipper, Sarah Skipper, and Alice Skipper, are Defendants, and which Commission is annexed hereto, (Charles M. West, one of the said Commissioners having departed this life before the completion of our labors under said Commission), do hereby certify that, after having taken the required oath annexed to said Commission for us to be taken, and, after having given notice to the parties of the time and place of our meeting by advertisement in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, which said advertisement was published in said newspaper two (2) months previous to the time of said meeting, to wit: on December 8, 1939, as will appear by reference to the Certificate of the publication thereof filed herewith as a part of this Return, and also by posting copies of said notice at the door of the Courthouse in Queen Anne's County, Maryland, at least two (2) months prior to said meeting, we did, in pursuance of said Commission and said Notice, meet on the land mentioned in said Commission on the 8th day of December, 1939, at the hour of eleven o'clock A.M., and did go upon, walk over and examine said land, the same having on several occasions previous thereto been also gone upon, walked over and examined by us, and, having previously employed Marion deK. Smith to survey said land, we did cause said lands to be accurately surveyed and plotted by him, he being a surveyor of Kent County, State of Maryland, and we did administer an oath to the said Marion deK. Smith to make and return a full and accurate survey of said real estate, and he, previous to this, to wit: on August 2, 1939, having completed surveys of said property, he did render unto us his Certificate thereof, which are filed with this Return as a part hereof.

THE ENTIRE FARM mentioned and described in said annexed Commission we did value at the sum of Eighteen Thousand Dollars ($18,000.00), and then determined that said real estate was susceptible of division, without loss or injury to the parties interested therein or entitled thereto, into six (6) separate parcels in accordance with the Plats and Certificates thereof made by said Marion deK. Smith, Surveyor, and returned herewith as a part of this Return, and we did find the value of said several parts or parcels to be as follows, and did allot the same unto the parties to this cause in the following manner, to wit:

WE did value Parcel A at the sum of Six Thousand Dollars ($6,000.00) and did allot the same unto Carrie E. Skipper, widow.

PARCEL B, we did value at the sum of Twenty-four Hundred Dollars ($2400.00) and did allot same unto Alice Skipper.

PARCEL C, we did value at the sum of Twenty-four Hundred Dollars ($2400.00) and did allot the same unto Marguerite S. del Toro.

PARCEL D, we did value at the sum of Twenty-four Hundred Dollars ($2400.00) and did allot the same unto Sarah Skipper.

PARCEL E, we did value at the sum of Twenty-four Hundred Dollars ($2400.00) and did allot the same unto Martha Skipper.

PARCEL F, we did value at the sum of Twenty-four Hundred Dollars ($2400.00) and did allot the same unto Arthur Skipper.

WE do further certify and return that the costs and expenses incident to these proceedings and to the execution of this Commission are as follows, to wit:

1.	Per diem of Commissioners:	
	To Oliver C. Jones	$ 40.00
	To L. Tilghman Hayden	40.00
	To James P. Brown	40.00
	To Harry F. Callahan	40.00
2.	To A. Sidney Gadd, Jr., Clerk, per statement of costs	210.75
3.	To Marion deK. Smith, Surveyor's fee, per statement filed	275.00
4.	To Centreville Record-Observer Publishing Company, publishing Notice of Meeting of Commissioners and Order Nisi	20.00
	TOTAL	$ 665.75

ALL of which proceedings, with the Plat and Certificates of Survey of said real estate and the several parcels thereof, and the aforesaid Commission, we return closed under our hands and seals this 27th day of December 1939.

OLIVER C. JONES (SEAL)

L. TILGHMAN HAYDEN (SEAL)

JAMES P. BROWN (SEAL)

HARRY F. CALLAHAN (SEAL)

Filed January 3, 1940

NOTICE BY COMMISSIONERS
Filed Jan. 3, 1940

NOTICE BY COMMISSIONERS

Appointed to value, divide and allot certain Real Estate owned by Harry P. Skipper, deceased, at the time of his death.

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

CARRIE SKIPPER, Widow
Plaintiff

Vs

MARGUERITE S. DEL TORO AND
JULIO DEL TORO, Her HSUBAND
ARTHUR B. SKIPPER, MARTHA
SKIPPER, SARAH SKIPPER AND
ALICE SKIPPER
Defendants

The undersigned, Oliver C. Jones, L. Tilghman Hayden, James P. Brown, Harry F. Callahan, Commissioners, having been, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed in the above cause on June 2nd, 1938, appointed Commissioners to value divide and allot certain real estate mentioned and described in said cause, situate inQueen Anne's County, State of Maryland, of which Harry P. Skipper, died seized and possessed, and a commission having been duly issued by the said Court to the undersigned to make said valuation, division and allotment of the said real estate; now therefore in pursuance of the direction contained in said decree and in said commission, the undersigned Commissioners as aforesaid hereby give notice that they will proceed with the execution of said Commission on the 8th day of December, 1939, on which day they will meet on the farm known as the "Skipper Farm" in the Second Election District of Queen Anne's County, aforesaid, at the hour of eleven o'clock A.M, for the purpose of commencing the performance of the duties required of them by said Commission.

HARRY F. CALLAHAN,
OLIVER C. JONES,
L. TILGHMAN HAYDEN,
JAMES P. BROWN.

Thos. J. Keating, Jr.
B. Hackett Turner, Jr
Solicitors for Defendants.
Filed September 28, 1939.

True Copy-
Test: A. SYDNEY GADD, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. December 8, 1939

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certified that the Notice By Commissioners attached hereto in the case of Carrie Skipper, Widow vs. Marguerite del Toro et al a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks the first publication thereof having been made in said newspaper on the 5th day of October, 1939 being more than 60 days beforethe 8th day of December 1939.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By CLEO C. GREEN

Filed Jan. 3, 1940

CARRIE E. SKIPPER, widow,
Plaintiff,

versus

MARGUERITE S. DEL TORO, et al,
Defendants

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

ORDER NISI

Oliver C. Jones, L. Tilghman Hayden, James P. Brown and Harry F. Callahan, a majority of the Commissioners appointed by the Decree of this Court passed in the above Cause on March 26, 1938----------, to value, divide, and allot the real estate mentioned in the proceedings in said Cause, of which Harry P. Skipper, late of Queen Anne's County, State of Maryland, deceased, died siezed and possessed, having made and filed in the above Cause a Report and Return of their proceedings under said Decree and Commission, it is, thereupon, this fourth day of January 1940, 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 finally ratified and confirmed by this Court and a Final Decree for the division and allotment of said real estate, in accordance therewith, be passed by this Court unless cause to the contrary thereof be shown on or before the fourteenth day of March 1940; 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 (4) successive weeks before the 16th day of February 1940.

THOS. J. KEATING

Filed Jan. 4, 1940

Objections to Ratification
of Commission
Filed March 14, 1940

CARRIE E.SKIPPER, widow
Plaintiff,

versus

MARGUERITE S. DEL TORO, et al
Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MD.

IN EQUITY NO.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Marguerite S. Del Toro and Julio Del Toro, her husband by W. Lester Baldwin, their attorney of Baltimore, Maryland, say:

That they object to the award made them by the Commissioners for the division of real estate in the above entitled case for the reason that they were not awarded a fair share of this real estate according to the interest which they had in the property divided, and for other good and sufficient reasons to be shown at the hearing on this objection in this case.

Respectfully submitted,

W. LESTER BALDWIN
W. Lester Baldwin, Attorney
for Marguerite S. Del Toro and
Julio Del Toro

Petition
Hearing on Objections
Filed March 27, 1940

CARRIE E. SKIPPER, widow,
Plaintiff,

versus

MARGUERITE S. DEL TORO, et al,
Defendants.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

TO THE HONORABLE, the Judges of said Court:

THE PETITION of Arthur Skipper, Martha Skipper and Sarah Skipper, three of the Defendants in the above entitled Cause by Thomas J. Keating, Jr., and B. Hackett Turner, Jr., their Attorneys, respectfully shows unto your Honors:

THAT objections have been filed by Marguerite S. Del Toro, one of the Defendants in this Cause, to the Report and Return of the Commissioners, said Objections having been filed on March 14, 1940;

THAT your Petitioners are anxious to have said Objections heard and ruled upon by this Honorable Court, and they are also advised by the Attorney for the Plaintiff that this is her desire also;

WHEREFORE, your Petitioners pray your Honors to set a date for the hearing of said Objections and giving notice to Marguerite S. Del Toro, the objector, or her Attorney of Record, of the time and place of hearing of said Objections.

Respectfully submitted,

THOS. J. KEATING JR.

B. HACKETT TURNER JR.
ATTORNEYS FOR PETITIONERS.

Filed March 27, 1940

ORDER OF COURT

UPON THE AFOREGOING PETITION, it is, by the Circuit Court for Queen Anne's County, in Equity, this 27th day of March, 1940, ORDERED that the Objections to the Report and Return of the Commissioners filed by Marguerite S. Del Toro, one of the Defendants, be and the same are hereby set down for hearing to be held at the Court House in Centreville, Queen Anne's County, Maryland, on the 12th day of April 1940, at ten o'clock A.M., and the Clerk is directed to give notice by Registered Mail of the hearings of said Objections unto the said Marguerite S. Del Toro, or her Attorney of Record, of the time and place of hearing said Objections, said notice to be given on or before the first day of April, 1940.

THOS. J. KEATING
J. OWEN KNOTTS

Filed March 27, 1940

CARRIE E. SKIPPER, widow
Plaintiff,

versus

MARGUERITE S. DEL TORO, et al
Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MD.

IN EQUITY NO. 3118

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Please enter my appearance for Marguerite S. Del Toro and Julio Del Toro, her husband, and mark the exceptions filed to the division by the commissioners "dismissed".

STEPHEN R. COLLINS
Stephen R. Collins, Attorney for
Marguerite S.Del Toro and Julio
Del Toro

Filed April 25, 1940

Stephen R. Collins
Attorney at Law
Chestertown, Md.

April 23, 1940

Stephen R. Collins, Atty.
Chestertown, Maryland

Dear Sir:

Whereas exceptions have been filed by me to the ratification of the allotment made by the commissioners in the division of the Skipper farm and whereas I now desire to withdraw said exceptions, I hereby direct you to withdraw the exceptions filed by me to the ratification of the division of said farm.

Very truly yours,

MARGUERITE SKIPPER DEL TORO
Filed April 25, 1940

FINAL ORDER OF RATIFICATION OF
REPORT AND RETURN OF COMMISSIONERS
AND FINAL DECREE OF PARTITION
Filed May 11, 1940

CARRIE E. SKIPPER, widow,
Plaintiff,

versus

MARGUERITE S. DEL TORO, et al,
Defendants.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

FINAL ORDER OF RATIFICATION OF REPORT AND RETURN OF COMMISSIONERS
AND FINAL DECREE OF PARTITION.

THIS CAUSE, standing ready for hearing and being submitted and no exceptions having been taken to the Report and Return of the Commissioners appointed to make partition in these proceedings (objections having been filed by one of the parties but withdrawn by Order filed on April 25, 1940), and 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 proceedings in the cause having been heard and considered,

IT IS, THEREUPON, this eleventh day of May, 1940, ADJUDGED, ORDERED and DECREED, by the Circuit Court for Queen Anne's County, in Equity, that the said Report and Return of the Commissioners appointed to value and make partition of, divide and allot the real estate mentioned and described in these proceedings, be and the same is hereby finally ratified and confirmed;

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that, upon payment of her portion of the costs as hereinafter provided, Carrie E. Skipper, her heirs and assigns, shall hold in severalty and not jointly or in common with the other parties

to this suit, absolutely and in fee simple, all that lot or parcel of land mentioned and described as "Parcel A" in the aforesaid Report and Return of said Commissioners, and more particularly described in the Surveyor's Plot and Certificate of Survey filed with said Report and Return;

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that, upon payment of her portion of the costs as hereinafter provided, Alice Skipper, her heirs and assigns, shall hold in severalty and not jointly or in common with the other parties to this cause, absolutely and in fee simple, all of that lot or parcel of land mentioned and described as "Parcel B" in the aforesaid Report and Return of said Commissioners, and more particularly described in the Surveyor's Plot and Certificate of Survey filed with said Report and Return;

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that, upon payment of her portion of the costs as hereinafter provided, Marguerite S. Del Toro, her heirs and assigns, shall hold in severalty and not jointly or in common with the other parties to this cause, absolutely and in fee simple, all of that lot or parcel of land mentioned and described as "Parcel C" in the aforesaid Report and Return of said Commissioners, and more particularly described in the Surveyor's Plot and Certificate of Survey filed with said Report and Return;

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that, upon payment of her portion of the costs as hereinafter provided, Sarah Skipper, her heirs and assigns, shall hold in severaly and not jointly or in common with the other parties to this cause, absolutely and in fee simple, all of that lot or parcel of land mentioned and described as "Parcel D" in the aforesaid Report and Return of said Commissioners, and more particularly described in the Surveyor's Plot and Certificate of Survey filed with said Report and Return;

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that, upon payment of her portion of the costs as hereinafter provided, Martha Skipper, her heirs and assigns, shall hold in severalty and not jointly or in common with the other parties to this cause, absolutely and in fee simple, all of that lot or parcel of land mentioned and described as "Parcel E" in the aforesaid Report and Return of said Commissioners, and more particularly described in the Surveyor's Plot and Certificate of Survey filed with said Report and Return;

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that, upon payment of his portion of the costs as hereinafter provided, Arthur Skipper, his heirs and assigns, shall hold in severalty and not jointly or in common with the other parties to this cause, absolutely and in fee simple, all of that lot or parcel of land mentioned and described as "Parcel F" in the aforesaid Report and Return of said Commissioners, and more particularly described in the Surveyor's Plot and Certificate of Survey filed with said Report and Return;

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that the costs of the aforesaid Partition as set forth in the Return of the Commissioners, and the other costs of this suit, be defrayed by the parties to this cause in proportion to their respective interests, - that is, that the said Carrie E. Skipper shall pay and contribute one-third (1/3) of said costs; that the said Alice Skipper shall pay and contribute two-fifteenths (2/15) of said costs; that the said Marguerite S. Del Toro shall pay and contribute two-fifteenths (2/15) of said costs; that the said Sarah Skipper shall pay and contribute two-fifteenths (2/15) of said costs; that the said Martha Skipper shall pay and contribute two-fifteenths (2/15) of said costs; and that the said Arthur Skipper shall pay and contribute two-fifteenths (2/15) of said costs; which said costs shall be paid into the Clerk of the Court within sixty (60) days from the date hereof to be by him disbursed, and the Clerk shall file a Certificate of the payment of said costs in said cause as they are paid.

THOMAS J. KEATING

Filed May 11, 1940

Clerk's Certificate as to Costs
Filed July 5, 1940

Carrie E. Skipper, widow Plaintiff vs. Marguerite S. Del Toro, et al Defendants.	))))))))	In the Circuit Court for Queen Anne's County, in Equity. Cause No. 3118

This is to certify that the proportionate costs, in the above noted cause, were paid July 1, 1940, by Martha Skipper, Arthur Skipper and Sarah Skipper, respectively, and that this certificate is filed pursuant to the Decree of Partition passed May 11, 1940.

Clerk's Seal.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 5th day of July, in the year nineteen hundred and forty.

A. SYDNEY GADD JR.
Clerk

Clerk's Certificate of Costs
Filed July 12, 1940

Carrie E. Skipper, widow Plaintiff vs. Marguerite S. Del Toro, et al Defendants.	)))))))	In the Circuit Court for Queen Anne's County, in Equity. Cause No. 3118

This is to certify that the proportionate costs, in the above noted cause, were paid July 12, 1940, by Carrie E. Skipper, and that this certificate is filed pursuant to the Decree of Partition passed May 11, 1940.

Clerk's Seal

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 12th day of July, in the year nineteen hundred and forty.

A. SYDNEY GADD JR.
Clerk

Filed July 12, 1940

Clerk's Certificate of costs.
Filed Mar. 28, 1955

Carrie E. Skipper, widow Plaintiff vs. Marguerite S. Del Toro, et al. Defendants	)))))))	In the Circuit Court for Queen Anne's County, in Equity. Cause No. 3118

This is to certify that the proportionate costs, in the above noted cause, were paid March 28, 1955, by Marguerite S. Del Toro, and that this certificate is filed pursuant to the Decree of Partition passed May 11, 1940.

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 28th. day of March, in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

::::::::::::::::::::::::::::::::::

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighth day of February in the year nineteen hundred and fifty five, the following Bill of Complaint was filed for record, to wit:

CAUSE NO. 3976

JOHN A. BENNETT and LOUISE C. BENNETT Centreville, Maryland Complainants vs. JAMES G. BULLOCK 310 Stratford Road Catonsville, Maryland; MARGARET B. WOOTEN Pine Top, North Carolina; ESTHER B. TRENARY, 17 Peachtree Way, Atlanta, Ga.; TYLER M. BULLOCK, 164 Ridgeland Way, Atlanta, Ga.; MRS. A.M. SMITH, 526 East Paces Ferry Road, Atlanta, Ga.; MRS. BULLOCK CRESSWELL, 107 Warwick Ave., Norfolk, Va.; QUENTIN BULLOCK, 1607 Kanawha Boulevard, Charlestown, West Va.; ROBERT BULLOCK, 3902 Venable Ave., S.E. Charlestown, West Va.; PARKS AND HULL, INC., address unknown; STATE OF MARYLAND; THE MEMORIAL HOSPITAL AT EASTON, MARYLAND, INC., Easton, Md.; THE PENINSULA ELECTRIC SUPPLY CO., Dover, Del.; DOVER ELECTRIC SUPPLY CO., INC., Dover, Del.; and THE UNKNOWN OWNER AND ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN PROPERTY LOCATED IN THE TOWN OF CENTREVILLE, MARYLAND, DESCRIBED AS: ALL THAT PARCEL OF LAND AND PREMISES LOCATED ON GLENDALE AVENUE ADJOINING MISS ALICE JEWELL ASSESSED TO E.G. BULLOCK ESTATE, HIS HEIRS, DEVISEES AND PERSONAL REPRESENTATIVES AND THEIR OR ANY OF THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, GRANTEES, ASSIGNS OR SUCCESSORS IN RIGHT, TITLE AND INTEREST. DEFENDANTS	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Cause No. 3976

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That on the 27th day of November, 1953, at a public tax sale held in front of the Court House, Centreville, Maryland, your Orators, being then and there the highest bidders, became the purchasers of the hereinafter described real estate, for which they were issued by Robert T. Newell, The Town Clerk of Centreville, who, by virtue of said office, was Collector of Taxes of the Town Commissioners of Centreville, a municipal corporation, a Certificate of Sale, as will more fully appear by reference to the same, which is filed herewith as a part hereof and marked "Complainants Exhibit A".

2. That the land so purchased is described in substantially the same form as the description appearing on the Collector's Tax Roll, as follows:

> "The property located in the Town of Centreville described as: All that parcel of land and premises located on Glendale Avenue adjoining Miss Alice Jewell assessed to E.G. Bullock Estate".

3. That an examination of the title of the herein described real estate reveals that the above-named defendants have an interest in or lien on the same, all of which is set forth in detail in an affidavit of Title Search filed herein as a part hereof and marked "Complainants Exhibit B", but because the attorney making said affidavit is not certain that all persons entitled to an interest in said property are known, any unknown owner has been a party defendant by such designation, and in the manner provided by statute, as will more fully appear by the above titling.

4. That said property has not been redeemed by any parties in interest, although more than a year and a day from the date of sale have expired.

5. That Forty-Nine Dollars and Forty-Four Cents ($49.44) with interest at six per centum from November 27, 1953, together with all other amounts specified by Chapter 761 of the Acts of 1943 and acts amendatory thereof is the amount necessary for the redemption of said lot or parcel of land.

TO THE END THEREFORE:

(a) That this Honorable Court may pass a final decree foreclosing all rights of redemption of the Defendants in and to the property above-mentioned and described.

(b) That your Orators may have such other and further relief as their cause may require.

MAY IT PLEASE YOUR HONORS to grant unto your Orators the Order of Publication giving notice to the following persons who are non-residents of the State of Maryland and do not reside herein:

Margaret B. Wooten, Pine Top, North Carolina
Esther B. Trenary, 17 Peachtree Way, Atlanta, Georgia
Tyler M. Bullock, 164 Ridgeland Way, Atlanta, Georgia
Mrs. A.M. Smith, 526 East Paces Ferry Road, Atlanta, Georgia
Mrs. Bullock Cresswell, 107 Warwick Avenue, Norfolk, Virginia
Quentin Bullock, 1607 Kanawha Boulevard, Charleston, West Va.,
Robert Bullock, 3902 Venable Avenue, S.E., Charleston, West Va.
The Peninsula Electric Supply Co., Dover, Delaware
Dover Electric Supply Co., Inc., Dover, Delaware

and to Parks and Hull, Inc., Mortgagee, whose address is unknow, and to all persons having or claiming to have any interest in property located in the Town of Centreville, Maryland, described as: All that parcel of land and premises located on Glendale Avenue adjoining Miss Alice Jewell assessed to E.G. Bullock Estate, his heirs, devisees and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns or successors in right, title and interest, of the object and substance of this Bill, warning them to be and appear in this Court, in person or by solicitor, on or before some certain day to be named herein, to answer this Bill or to redeem the property and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.

CLAYTON C. CARTER
Solicitor for Complainants

Filed Feb. 8, 1955

"COMPLAINANT'S EXHIBIT A"

CERTIFICATE OF SALE

I, ROBERT T. NEWELL, The Town Clerk and Collector of Taxes of the Town Commissioners of Centreville, hereby certify that on the 27th day of November, 1953, I sold to John A. Bennett and Louise C. Bennett, his wife, at public auction for the sum of Three Hundred Eighty-five Dollars ($385.00), of which Forty-nine Dollars and Forty-four Cents ($49.44) has been paid, the property located in the Town of Centreville described as: All that parcel of land and premises located on Glendale Avenue adjoining Miss Alice Jewell assessed to E G Bullock Estate.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After November 28, 1954, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless a proceeding is brought within two years from the date of this certificate.

WITNESS my hand and seal, this 27th day of November, 1953.

ROBERT T. NEWELL
The Town Clerk and Collector of
Taxes of the Town Commissioners
of Centreville

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

I HEREBY CERTIFY, that on this 28th day of November, 1953, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared ROBERT T. NEWELL, The Town Clerk and Collector of Taxes of the Town Commissioners of Centreville, and acknowledged the foregoing Certificate of Sale to be his official act.

WITNESS my hand and notarial seal.

Notary
Public
Seal

KATHERINE C. O'NEAL
Notary Public-

Filed Feb. 8, 1955

COMPLAINANT'S EXHIBIT B

THIS IS TO CERTIFY that I have examined the title to

The property located in the Town of Centreville described as:
All that parcel of land and premises located on Glendale Avenue adjoining Miss Alice Jewell assessed to E.G. Bullock Estate for a period of 45 years, that is to say, from June 1, 1910 to January 31, 1955, and that in my opinion, the fee simple title, according to the public records of Queen Anne's County was vested in James G. Bullock, Margaret B. Wooten, Esther B. Trenary, Tyler M. Bullock, Mrs. A.M. Smith, Mrs. Bullock Cresswell, Quentin Bullock and Robert Bullock, heirs at law of Everett G. Bullock, who departed this life intestate on August 17, 1952.

SUBJECT, nevertheless, to the legal operation and effect, if any, of a certain mortgage, dated July 18, 1931, recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 13, folio 223 from E. G. Bullock, et. us. to Parks and Hull, Inc.

SUBJECT, further, to an agreement appearing in a deed from A. Howard Johnson, et. al. to The Centreville Development Company dated November 11, 1922 recorded among said Land Records in Liber J.F.R. No. 10, folio 38 that the said grantee, its successors and assigns, shall not erect any building ondbuildings on the land conveyed for the manufacture or sale of any spiritous liquors of any character or for any immoral purpose.

SUBJECT, further, to the liens, if any, of the claims of The Memorial Hospital at Easton, The Peninsula Electric Supply Co. and Dover Electric Supply Co., Inc. filed and passed by the Orphans' Court of Queen Anne's County in Administration File No. 2985 entitled "In Re Estate of Everett G. Bullock, Deceased" which were not shown as paid in full in the account of Administration filed therein because the personal estate of said decedent was insufficient.

The Land Records of said County show that "E.G. Bullock" acquired a fee simple title to Lot No. 9 in the Chesterfield Development, a plat of which is recorded among said Land Records in Liber J.F.R. No. 10, folio 41, by deed dated September 8, 1923, recorded among said Land Records in Liber J.F.R. No. 11, folio 260, from The Centreville Development Company. This is believed to be the same property described in "Complainant's Exhibit A".

The records in the Orphans' Court of Queen Anne's County indicate that Everett G. Bullock departed this life, intestate, on August 17, 1952, leaving no widow to survive him, but the above-named heirs at law.

If there is any clear value established in said property, there may be a lien in favor of the State of Maryland for collateral inheritance tax of 7½ per centum.

That your affiant has neither learned nor knows of any other claimants to the aforesaid property, except the persons above mentioned, but there may be persons entitled to an interest in said property who are unknown to your affiant.

Given under my hand and seal this 7th day of February, 1955.

CLAYTON C. CARTER
Attorney at Law

Subscribed and sworn to before
me this 8th day of February, 1955.

T. SORDEN PIPPIN
Clerk of Court

Filed Feb. 8, 1955

ORDER OF PUBLICATION
Filed Feb. 8, 1955

CLAYTON C. CARTER, SOLICITOR

ORDER OF PUBLICATION

JOHN A. BENNETT and LOUISE C. BENNETT, Centreville, Maryland
Complainants

vs.

JAMES G. BULLOCK, 310 Stratford Road, Catonsville, Maryland; MARGARET B. WOOTEN, Pine Top, North Carolina; ESTHER B. TRENARY, 17 Peachtree Way, Atlanta, Ga.; TYLER M. BULLOCK, 164 Ridgeland Way, Atlanta, Ga.; MRS. A.M. SMITH, 526 East Paces Ferry Road, Atlanta, Ga.; MRS. BULLOCK CRESSWELL, 107 Warwick Ave., Norfolk, Va.; QUENTIN BULLOCK, 1607 Kanawha Boulevard, Charlestown, West Va,; ROBERT BULLOCK 3902 Venable Ave., S.E. Charlestown, West Va.; PARKS AND HULL, INC., address unknown; STATE OF MARYLAND: THE MEMORIAL HOSPITAL AT EASTON, MARYLAND, INC., Easton, Md.; THE PENINSULA ELECTRIC SUPPLY CO., Dover, Del.; DOVER ELECTRIC SUPPLY CO., INC., Dover, Del.; and THE UNKNOWN OWNER and ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN PROPERTY LOCATED IN THE TOWN OF CENTREVILLE, MARYLAND, DESCRIBED AS: ALL THAT PARCEL OF LAND AND PREMISES LOCATED ON GLENDALE AVENUE ADJOINING MISS ALICE JEWELL ASSESSED TO E. G. BULLOCK ESTATE, HIS HEIRS, DEVISEES AND PERSONAL REPRESENTATIVES AND THEIR OR ANY OF THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, GRANTEES, ASSIGNS OR SUCCESSORS IN RIGHT, TITLE AND INTEREST.

Defendants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 3976

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property assessed to E.G. Bullock Estate in the Town of Centreville, Maryland, sold by the Collector of Taxes of The Town Commissioners of Centreville, a municipal corporation, to the Plaintiffs in this proceeding:

> "The property located in the Town of Centreville described as: All that parcel of land and premises located on Glendale Avenue adjoining Miss Alice Jewell".

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 8th day of February, 1955, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Queen Anne's County, once a week for four successive weeks, warning all persons interested in the said property to be and appear in THIS Court by the 11th day of April, 1955, and redeem the property assessed to E.G. Bullock Estate and answer the Bill or thereafter, a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title free and clear of all encumbrances.

Wm. R. HORNEY
Judge

Filed Feb. 8, 1955

Equity Subpoena
Filed Feb. 11, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO

The Memorial Hospital at Easton, Maryland, Inc.,
Easton, Maryland.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of March next and ending April 11, 1955 thereafter cause your answer or other defense to be filed to the complaint of John A. Bennett and Louise C. Bennett, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 3rd. day of January, 1955.

Issued the 8th. day of February, 1955.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 11th. day of April, 1955, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, a final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name Clayton C. Carter

T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Summoned this 10th day of February, 1955. Copy of Writ and Bill left with Mr. Milton B. Schroyer, Administrator of Easton Memorial Hospital.

A. Raumond Carroll
Sheriff
per Earl Zeigenfus
Dep. Sheriff

Equity Subpoena
Filed Feb. 18, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO
Seal's Place
James G. Bullock
310 Stratford Road
Catonsville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of March next and ending April 11, 1955, thereafter cause your answer or other defense to be filed to the complaint of John A. Bennett and Louise C. Bennett, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 3rd. day of January, 1955.

Issued the 8th. day of February, 1955

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 11th. day of April, 1955, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, a final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name Clayton C. Carter

Address Centreville, Maryland

T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Sheriff's Return

Summoned James G. Bullock and a copy of subpoena Bill of Complaint served on and left with him this 16th day of February 1955

GILBERT G. MILLER
Sheriff

Costs 95¢

Equity Subpoena
Filed March 8, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Seal's Place

State of Maryland
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of March next and ending April 11, 1955 thereafter cause your answer or other defense to be filed to the complaint of John A. Bennett and Louise C. Bennett, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 3rd. day of January, 1955.

Issued the 8th. day of Febraury, 1955.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 11th. day of April, 1955, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, a final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name Clayton C. Carter

Address Centreville, Maryland

T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to Clyde Walls, Register of Wills and leaving copy of subpoena and bill of complaint with him this 28th day of Feb., 1955.

ALEXIS M. BUTLER
Sheriff

ORDER OF PUBLICATION
Filed April 13, 1955

ORDER OF PUBLICATION

John A. Bennett and Louise C. Bennett, Centreville, Maryland, Complainants

vs.

James G. Bullock, 310 Stratford Road, Catonsville, Maryland; Margaret B. Wooten, Pine Top; North Carolina; Esther B. Trenary, 17 Peachtree Way, Atlanta, Ga.; Tyler M. Bullock; 164 Ridgeland Way Atlanta, Ga.; Mrs. A.M. Smith, 526 East Paces Ferry Road, Atlanta, Ga.; Mrs. Bullock Cresswell, 107 Warwick Ave., Norfolk, Va.; Quentin Bullock, 1607 Kanawha Boulevard, Charlestown, West Va.; Robert Bullock 3902 Venable Ave., S.E. Charlestown, West Va,; Parks and Hull, Inc., address unknown; State of Maryland; The Memorial Hospital at Easton, Maryland, Inc., Easton, Md.; the Peninsula Electric Supply Co., Dover, Del,; Dover Electric Supply Co., Inc., Dover, Del.; and the unknown owner and all persons having or claiming to have any interest in property located in the town of Centreville, Maryland, described as: All that parcel of land and premises located on Glendale avenue adjoining Miss Alice Jewell assessed to E.G. Bullock Estate, his heirs, Devisees and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns or successors in right, title and interest

Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 3976

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property assessed to E.G. Bullock Estate in the Town of Centreville, Maryland, sold by the Collector of Taxes of The Town Commissioners of Centreville, a municipal corporation, to the Plaintiffs in this proceeding:

> "The property located in the Town of Centreville described as: All that parcel of land and premises located on Glendale Avenue adjoining Miss Alice Jewell."

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired:

It is thereupon, this 8th day of February, 1955, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Queen Anne's County, once a week for four successive weeks warning all persons interested in the said property to be and appear in THIS Court by the 11th day of April, 1955 and redeem the property assessed to E.G. Bullock Estate and answer the Bill or thereafter, a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title free and clear of all encumbrances.

WM. R. HORNEY
Judge

True Copy:
Test: T. SORDEN PIPPIN,
Clerk

Filed Feb. 8, 1955.

THE QUEENSTOWN NEWS
Queenstown, Md. April 8, 1955

THE QUEENSTOWN NEWS and George J. Steinfelt, do hereby certify that the Order of Publication in the case of John A. Bennett and Louise C. Bennett, Centreville, Maryland, Complainants, Vs. James G. Bullock, et al. Cause No. 3976 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 11th day of April 1955, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 11th day of Feb. 1955

THE QUEENSTOWN NEWS

By GEORGE J. STEINFELT

Filed April 13, 1955

DECREE
Filed April 29, 1955

JOHN A. BENNETT and LOUISE C. BENNETT	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs	:	IN EQUITY
JAMES G. BULLOCK et al.	:	No. 3976

D E C R E E

IT APPEARING that the Defendants and all persons claiming through or under them, having been duly summoned or notified by Order of Publication to appear and answer the Bill of Complaint filed inthis cause on or before the 11th day of April, 1955; and it further appearing that no such persons have appeared and answered; and this cause having been submitted and the proceedings herein having been read and considered, IT IS THEREUPON, this 29th day of April, 1955, by the Circuit Court for Queen Anne's County, in Equity, ORDERED AND DECREED that an absolute and indefeasible title, in fee simple, free and clear of all alienations and descents of property occurring prior to this date, and free and clear of all encumbrances thereon, except taxes accruing subsequent to the date of sale, and such public easements, if any, to which the said property is subject, in and to all that lot or parcel of land described in these proceedings, is vested in the complainants, John A. Bennett and Louise C. Bennett, as tenants by the entirety.

AND IT IS FURTHER ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the Town Clerk of Centreville, as Collector of Taxes of the Town Commissioners of Centreville, be and he is hereby directed to execute a deed to John A. Bennett and Louise C. Bennett, as tenants by the entirety, in fee simple, in and to all that said lot or parcel of land described in these proceedings,upon payment to the said Collector of the balance of the purchase price, due on account of the purchase price of the said property, together with all taxes and interest and penalties thereon accruing subsequent to the date of sale; said deed to be prepared by the Complainants or their attorney, and all expenses incident to the preparation and execution of said deed to be paid by the Complainants.

And it is further Ordered that the Town Clerk in his capacity as collector of town taxes is hereby directed to hold the balance of the proceeds of sale after the payment of all taxes due at the time of sale, pending the further order of the Court in the premises.

Wm. R. HORNEY
Judge

Filed April 29, 1955

::::::::::::::::::::::::::::::::::::
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 Eighth day of February in the year nineteen hundred and fifty five, the following Bill of Complaint and Contract of Sale was filed for record, to wit:

C A U S E NO. 3977

Louis G. E. Smith and
Mary Ellen Smith, his wife,
Centreville, R.R., Maryland,
Complainants,

VS.

Charles Wayman and
Harriett Wayman, his wife,
Denton, Maryland,
Randolph Hollis, Centreville, Maryland,
Edna Hollis, " " ,
Ethel Anderson " " ,
Helen Hollis, " " ,
Irene Hollis, " " ,
Emma Taylor, " " ,
Mildred Brown, " " ,
Clayton Taylor, " " ,
William Downes, " " ,
Lena Woodland, " " ,
William Downes, Jr. " " ,
Henry Downes, " " ,
Susie Rozier, " " ,
Leon Taylor, " " ,
Mary G. Taylor, " " ,
Hester Byers, " " ,
Eva Hollis, 114-11-178 Place, St. Albans, New York, N.Y.
Elizabeth H. Barboza, " " " " " "
Marcella Hollis, " " " " " "
Fannie Neals, 1007 Walnut St., Wilmington, Del.,
Anna M. Downes, 737 South 19th. St., Phila., Penna.,
Eliza Downes, " " " " " "
Milton Downes, New York City, New York,
James Downes, Washington, D.C.,
Anna B. Taylor, 2309 Carpenter St., Phila., Penna.,
Edward Taylor " " " " "
Elizabeth Taylor " " " " ",
Charles H. Taylor, 5734 Sampson St., Phila., Penna.,
Maggie Taylor, Phila., Penna.,
Sarah Ellis, 1255 N. Frazier St., Phila., Penna.,
All unknown heirs of Mary E. Taylor, deceased.
Defendants.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Louis G. E. Smith and Mary Ellen Smith, his wife, Complainants, by Richard T. Earle, their attorney, complaining, say:

1. That on July the 20th., 1953, your orators entered into a Contract of Sale with the defendants, Charles Wayman and Harriett L. Wayman, his wife, to sell them and grant and convey by a good merchantible title, a lot of land situate in the town of Centreville, Maryland, with improvements thereon, as per contract of sale filed herewith and made a part hereof; that in pursuance of said Contract of Sale your orators executed a good and valid deed to them, a certified copy of which is filed herewith as a part hereof and upon delivery of said deed received the full purchase money; but the said defendants shortly there after tendered a deed to your orators re-conveying the said land to them and the said defendants demanded to the return of the full purchase money, on the grounds that the said deed did not convey a good and merchantible title to the said land, and stated that your orators could not give a clear and unencumbered title to the same and demanded that either your orators live up to said contract of sale or else return the purchase money; this suit is brought for the purpose of clearing title and vesting a good and merchantible title in the said Charles Wayman and Harriet L. Wayman, his wife, and thus avoid litigation.

2. That the title, to your Orators, which they conveyed to the Defendants, Charles Wayman and wife, is based upon the following facts, to wit: That your Orators purchased the said real estate from John Taylor and paid John Taylor the full purchase price for same, and he and several of his brothers and sisters joined in the deed conveyance, although said brothers and sisters know at that time that John Taylor was the owner of said real estate, a certified copy of which deed is filed herewith and made a part hereof; that the said John Taylor purchase this real estate from Annie Reed, widow in 1917, paying the full purchase price for same from his own funds, received the deed for same, and never had said deed recorded until he sold said real estate to your orators in 1953, took possession thereof at once, reaped continuously all benefits from same and paid all liabilities attached to same but the said John Taylor had his mother, Mary E. Taylor, named as grantee, being a single man intending that should he die seized and possessed of same that his mother would be the owner thereof, but that he should have the right to do as he pleased with same, this was known by his mother and others, and several times she requested the said John Taylor to have said property conveyed to him, a certified copy of which deed is filed herewith and made a part hereof, under which conditions your orators allege that John Taylor was the equitable owner and the naked legal title was in the lfetime of John Taylor in Mary E. Taylor and at her death in 1925 passed to her heirs, and that she until her death and then her heirs simply possessed the legal title in trust for John Taylor and that upon the execution of the deed to your orators by John Taylor, your orators became the equitable owners of said real

estate and conveyed the same by their deed to Charles Wayman and Harriett L. Wayman, his wife,

3. That the said Mary E. Taylor being possessed of the legal title alone died sometime in the year 1925, leving surviving her the following heirs known to your orator, who after diligent search are unable to state if they constitute all of the heirs of Mary E. Taylor, to wit: Randolph Hollis, Edna Hollis, Ethel Anderson, Helen Hollis, Emma Taylor, Mildred Brown, Irene Hollis, Clayton Taylor, William Downes, Lena Woodland, William Downes, Jr., Henry Downes, Susie Rozier, Leon Taylor, Mary G. Taylor and Hester Byers, all of Queen Anne's County, State of Maryland, and Eva Hollis, Elizabeth H. Barboza, Marcella Hollis, Fannie Neal, Anna M. Downes, Eliza Downes, Milton Downes, James Downes, Anna B. Taylor, Edward Taylor, Elizabeth Taylor, Charles H. Taylor, Maggie Taylor, and Sarah Ellis, all non-residents of the State of Maryland, resing at the locations set forth in the titling, all are adults, and the said John Taylor die sometime in the year 1953, and the heirs of the said Mary E. Taylor now hold the legal title to said real estate in trust for the defendants, Charles Wayman and Harriett L. Wayman, his wife

TO THE END:

1. That this Honorable Court may by its decree set forth that the heirs of Mary E. Title possess the legal title to said real estate in trust nevertheless for Charles Wayman and Harriett L. Wayman, his wife, and may appoint a Trustee to grant and convey the same to them.

2. That your orators may have such other and furthe_ relief as may be right and proper in the premises.

And as in duty bound & etc.

RICHARD T. EARLE
Atty. for Complainants

Filed Feb. 8,1955

CONTRACT OF SALE

FiledFeb. 8, 1955

THIS CONTRACT OF SALE, made this 20th day of July, 1953 in the year nineteen hundred and fifty-three, by and between Louis G.E. Smith and Mary Ellen Smith, his wife, of Centreville, Queen Anne's County, State of Maryland, parties of the first part, hereinafter called "Sellers", and Charles Wayman and Harriett L. Wayman, his wife, of Denton, Caroline County, State of Maryland, parties of the second part, hereinafter called "Purchasers";

WITNESSETH, that the said sellers do hereby agree to sell and do sell unto said purchasers, and said purchasers do hereby agree to buy and do buy of said sellers, at and for the sum of Eight hundred ($800.00) Dollars, upon the terms hereinafter set forth, the following described real estate, to wit:

ALL that lot, part of a lot, or parcel of land situate lying and being in or near the southern part of the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland being a part of the land generally called or known as "The Kidwell Lots", fronting sixty (60) feet on Slaughter Street or Spring Street, adjoining on the North by the land heretofore conveyed by the land of James A. Slaughter and wife to William Goldsborough and on the South by the land heretofore conveyed by said Slaughter and wife to Harry Cook and extending back from the said Slaughter Street or Spring Street to other lands of or formerly of Annie Reed.

BEING, the same lot, part of a lot, or parcel of land granted and conveyed unto Louis G.E. Smith and wife by John Taylor et al., by deed dated the 31st day of December, 1952, and recorded in Liber T.S.P., #8, folio 483, a land record book for Queen Anne's County, aforesaid;

THE terms of said Sale are as follows, to wit:

PAYMENT OF PURCHASE MONEY: The Purchase money the sum of Eight hundred ($800.00) Dollars, shall be paid in cash upon the date of final settlement under this Contract.

TAXES: State, County and School taxes to be adjusted on the date of final settlement.

TITLE: The Purchasers shall receive a good and merchantible title to said lots free and clear from all encumbrances, and in the event said sellers fail to show a good and merchantible vested in them and which defects are not remedied by them within a reasonable length of time, then and in that event said sellers agree to returnto said purchasers any and all monies paid hereunder, and this contract of Sale shall be deemed to be null and void.

In the event, however, that the sellers shall tender to said purchasers a conveyance of a good and merchantible title, as herein provided for, and within a reasonable length of time, thereafter said purchasers shall fail to make final settlement as herein provided for, then and in that event this Contract shall be deemed null and void.

PLACE OF SETTLEMENT: The said deed shall be delivered and final settlement of said purchase money shall be made on the 4th day of August, 1953, or upon a prior or subsequent date agreeable to both the sellers and the purchasers.

IN TESTIMONY WHEREOF, we, the said parties of this Contract of Sale do hereunto subscribe our names and affix our seals and to two other copies of like tenor and effect, tripicates of this Contract of Sale, on the day and year hereinbefore written.

TEST: (as to Sellers)

ROBERT R. PRICE JR.

LEWIS G. E. SMITH (SEAL)
Louis G. E. Smith

MARY ELLEN SMITH (SEAL)
Mary Ellen Smith

TEST: (as to purchasers)

ROBERT R. PRICE JR.

CHARLES WAYMAN (SEAL)
Charles Wayman

HARRIET L. WAYMAN (SEAL)
Harriett L. Wayman

Filed Feb. 8, 1955

FINAL DECREE
Filed May 20, 1955

LOUIS G. E. SMITH and MARY ELLEN SMITH, his wife.

VS.

CHARLES WAYMAN AND HARRIETT L. WAYMAN, his wife, et al.

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

Cause No. 3977.

FINAL DECREE.

This cause coming on for a hearing and being submitted without argument, all of the proceedings were read and considered and it appearing by the uncontradicted evidence in the case, that Mary E. Taylor held the legal title to the properrty described and mentioned in these proceedings, in trust nevertheless for John Taylor, the equitable owner, who had a right to sell and dispose of this property as he desired, and who sold the same to the Plaintiffs, and they thereafter sold, granted and conveyed the same to Charles Wayman and Harriett L. Wayman, his wife, as tenants by the entireties: IT IS THEREUPON this 20th day of May, 1955, ADJUDGED, ORDERED AND DECREED that Richard T. Earle be and he is hereby appointed Trustee, without bond, for the purpose of granting and conveying, by a good and sufficient deed, duly executed and acknowledged according to law, all the right, title, interest and estate of all the heirs-at-law of Mary E. Taylor, and any one claiming by through or under them or any of them, in and to the real estate mentioned and described in these proceedings, to the defendants, Charles Wayman and Harriett L. Wayman, his wife, as tenants by the entireties.

And it is further Ordered that the Plaintiffs pay the costs of these proceedings and the costs of having said deed drawn, executed, acknowledged and recorded.

Wm. R. HORNEY
Judge

Filed May 20, 1955

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

CAUSE NO. 3802

MARY A. STICHEL, WIDOW Grasonville Queen Anne's County, Maryland Complainant	:	IN THE CIRCUIT COURT
vs.	:	
MELBOURNE W. HUGHES Grasonville Queen Anne's County Maryland (Whose address appears in the contract hereinafter set forth as Edgewater, Anne Arundel County, Maryland)	:	FOR QUEEN ANNE'S COUNTY
and		
HERBERT H. FEUZ Grasonville Queen Anne's County Maryland (Whose address appears in the contract hereinafter set forth as Edgewater, Anne Arundel County, Maryland)	:	
Defendants	: : :	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Mary A. Stichel, Complainant, respectfully represents unto your Honors:

1. That by Contract of Sale made the 11th. day of October 1951, by and between Mary A. Stichel, Widow, as seller, and Melbourne W. Hughes and Herbert H. Feuz, as purchasers, the seller agreed to sell to the purchasers and the purchasers agreed to buy from the seller, at and for the sum of Twenty-two Thousand, Five Hundred ($22,500.00) Dollars, the following described real estate, to wit:

All that tract of land, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, west of the village of Grasonville, lying between the new U.S. Route 50 and Jackson's Creek, the land hereby intended to be conveyed being described on the attached plat and includes all the area within the red lines appearing thereon; the exact description of which land hereby intended to be conveyed is subject to a survey to be made at the Purchasers' expense on or before the date of final settlement; and on the following described articles of personal property:

1 Restaurant Size Deep Freeze (Victor)
1 Beer Cooler (General Electric)
1 Soft Drink Cooler (General Electric)
3 Restaurant Stools
All tables, Chairs, and Other Stools located in the beer tavern on said property known as "Rose House",
1 Space Heater
All Restaurant Dishes and Glasses
The Television Aerial

That under the provisions of said Contract of Sale the purchase money was to be paid as follows, that is to say:

The sum of Fifteen Hundred Dollars ($1500.00) was to be paid in cash or check upon the execution and delivery of the contract of sale, the receipt of which was acknowledged by the said Seller; the sum of One Thousand Dollars ($1,000.00) was to be paid at the time the Purchasers took possession of said property which was to be on or before the expiration of thirty days from the date of the execution of this contract of sale and the sum of One Thousand Dollars ($1,000.00) was to be paid on December 11, 1951, the sum of One Thousand Dollars ($1,000.00) was to be paid on January 11, 1952, the sum of One Thousand Dollars ($1,000.00) was to be paid on February 11, 1952, the sum of One Thousand Dollars ($1,000.00) was to be paid on March 11, 1952, the sum of One Thousand Dollars ($1,000.00) was to be paid on April 11, 1952, the sum of One Thousand Dollars ($1,000.00) was to be paid on May 11, 1952; and the balance thereof of Fourteen Thousand Dollars ($14,000.00) was to be secured by the execution, on or before thirty (30) days after the sixth installment of One Thousand Dollars ($1,000.00) shall had been paid, of a purchase money mortgage of the above-mentioned real and personal property from the Purchasers to the Seller for a period of three years with interest thereon in the meantime at the rate of 4% per annum; it was stipulated and agreed that the Purchasers were to pay on account of the principal mortgage debt secured by the mortgage the sum of Two Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents ($2,333.33) plus interest every six months until the whole of the aforesaid indebtedness and the interest to accrue thereon was retired in full.

That an executed copy of the said Agreement is filed herewith marked "Complainant's Exhibit No. 1" and is prayed to be taken as part hereof as if fully incorporated herein.

2. That the purchasers have paid to date the sum of $8500.00 under the terms of the said Contract of Sale, but although, under the terms of the said Contract of Sale, the balance of the purchase price was to be secured by the execution, on or before thirty days after the sixth installment of One Thousand ($1,000.00) Dollars had been paid by a purchase money mortgage of the above mentioned real and personal property from the purchasers to the seller for a period of three years with interest thereon in the meantime at the rate of 4% per annum, and it was further stipulated and agreed that the purchasers were to pay on account of the principal of the mortgage debt the sum of Two Thousand Three Hundred Thirty-three Dollars and Thirty-three cents ($2,333.33), plus interest until the whole of the aforesaid debtedness and interest to accrue thereon was retired in full, the sellers have failed and refused to consummate the said Contract of Sale in accordance with the terms thereof.

3. That by letter dated June 10, 1952, the solicitors for the Complainant wrote to John Palmer Smith, Esq., the solicitor for the Defendants, as follows:

"According to the terms of the Contract of Sale executed on the 11th of October, 1951, in the above referenced transaction, final settlement was to be had on or before June 11, 1952. Today is June 11 and we are in a position to convey a good and merchantable title to the purchasers, free and clear from the sellers standpoint of all liens and encumbrances.

"We expect settlement, which includes the payment of the balance of $14,000.00 remaining on the purchase price, today and if the purchasers do not comply with the terms of the Contract of Sale regarding the settlement, we intend to forthwith institute suit in equity for specific performance of the contract involved."

That a copy of said letter is filed herewith marked "Complainant's Exhibit No. 2" and is prayed to be taken as part hereof.

4. That the Complainant has been ready, willing and able at all times to comply with each and every one of the terms set forth in the Contract of Sale.

TO THE END THEREFORE:

a. That this Honorable Court may decree the specific performance of the Contract dated the 11th. day of October 1951.

b. That the Complainant may have such other and further relief as the circumstances of her case may require.

AND AS IN DUTY BOUND, ETC.

TURNER & TURNER
Turner & Turner
Centreville, Maryland
Solicitors for Complainant

Filed June 20, 1952

CLAIMANT'S EX. NO. 2
Filed June 20, 1952

THIS CONTRACT OF SALE, made this 11th day of October 1951, by and between Mary A. Stichel, widow, of Grasonville, Queen Anne's County, State of Maryland, hereinafter called the "SELLER", party of the first part, and Melbourne W. Hughes and Herbert H. Feuz of Edgewater, Anne Arundel County, State of Maryland, hereinafter called the "PURCHASERS", parties of the second part;

WITNESSETH:

THAT the said Seller does hereby agree to sell and does sell unto the said Purchasers and the said Purchasers do hereby agree to buy and do buy of the said Seller, at and for the sum of Twenty-two thousand, five hundred dollars ($22,500.00) upon the terms hereinafter set forth, the following described real estate, to wit:

ALL that tract of land, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, west of the village of Grasonville, lying between the new U.S. Route 50 and Jackson's Creek, the land hereby intended to be conveyed being described on the attached plat and includes all the area within the red lines appearing thereon; the exact description of which land hereby intended to be conveyed is subject to a survey to be made at the Purchaser's expense on or before the date of final settlement; and the following described articles of personal property:

1 Restaurant Size Deep Freeze (Victor)
1 Beer Cooler (General Electric)
1 Soft Drink Cooler (General Electric)
3 Restaurant Stools
All tables, Chairs, and Other Stools located in the beer tavern on said property known as "Rose House".
1 Space Heater
All Restaurant Dishes and Glasses
The Television Aerial

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 Fifteen Hundred Dollars ($1500.00) shall be paid in

cash or check upon the execution and delivery of this Contract of sale, the receipt of which is hereby acknowledged by the said Seller; the sum of One Thousand Dollars ($1,000.00) shall be paid at the time the Purchasers take possession of said property which shall be on or before the expiration of thirty days from the date of the execution of this contract of sale, and the sum of One Thousand Dollars($1,000.00) shall be paid on December 11, 1951, the sum of One Thousand Dollars ($1,000.00) shall be paid on January 11, 1952, the sum of One Thousand Dollars ($1,000.00) shall be paid on February 11, 1952, the sum of One Thousand Dollars ($1,000.00) shall be paid on March 11, 1952, the sum of One Thousand Dollars ($1,000.00) shall be paid on April 11, 1952, the sum of One Thousand Dollars ($1,000.00) shall be paid on May 11, 1952; and the balance thereof of Fourteen Thousand Dollars ($14,000.00) is to be secured by the execution, on or before thrity (30) days after the sixth installment of One Thousand Dollars ($1,000.00) shall have been paid of a purchase money mortgage of the above-mentioned real and personal property from the Purchasers to the Seller for a period of three years with interest thereon in the meantime at the rate of 4% per annum; it is hereby stipulated and agreed that the Purchasers shall pay on account of the principal mortgage debt secured by this mortgage the sum of Two Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($2,333.33) plus interest every six months until the whole of the aforesaid indebtedness and the interest to accrue thereon shall have been retired in full.

(a) The Purchasers shall have the privilege of accelerating the payment of any or all installment payments as hereinabove provided.

2. POSSESSION. Possession of said property shall be given to said Purchasers on November 11, 1951 or at a time sooner if mutually agreed upon by the parties hereto; except, however the Seller shall have the right to occupy one room on the second floor of the tavern known as "Rose House", located on said property, or the cabin located thereon, for an additional period of 30 days after the said Purchasers assume possession.

3. TAXES AND INSURANCE. All state and county taxes and fire insurance premiums shall be adjusted between the Seller and the Purchasers as of the date of possession. The Seller agrees to have the existing fire insurance policy or policies covering the improvements on the property hereby sold endorsed so as to protect the interest of the parties as their interests may appear, pending transfer of the property and final settlement hereunder; the Purchasers to have the right of adding additional insurance if they so desire.

4. TITLE. The Purchasers are to procure and pay for an abstract of the title to said property if they desire such, which said title to said property shall be such as may be approved by an attorney of their selection and shall show a good and merchantable title to said property vested in said seller, and in the event said Seller fails to show a good and merchantable title vested in her and which defects are not remedied by her within a reasonable length of time, then and in that event the said Seller agrees to return to said Purchasers any and all monies paid hereunder, and this contract of sale shall be deemed to be null and void. In the event, however, that the Seller shall tender to the said Purchasers a conveyance of good and merchantable title, as herein provided for, and within a reasonable time thereafter the said Purchasers shall fail to make final settlement, as herein provided for, then and in that event the Seller shall be entitled to the remedies provided in Chapter 596 of the Laws of Maryland 1951.

5. CONVEYANCE. The said Seller, upon the full payment unto her of said purchase money, shall be deed convey said property unto the said Purchasers and/or such other person or persons as they may designate in fee simple, free and clear of all liens, mortgages and other encumbrances, which said deed shall be in the usual form now in use in the State of Maryland, shall contain the usual full covenants and warranties, (special, but not general), and shall be executed and acknowledged agreeably to law by the said Seller at the expense of said Purchasers, such expense to include the fee for the preparation of said deed and the necessary revenue stamps to be affixed to said deed, as well as all notary fees and recording costs incident thereto.

6. PLACE OF FINAL SETTLEMENT. The said deed shall be delivered and final payment of said purchase money as aforesaid shall be made at the office of Clayton C. Carter, attorney-at-law, Centreville, Queen Anne's County, Maryland, between the hours of 9:00 o'clock, A.M., and 4:00 o'clock, P.M., E.S.T., on or before thirty (30) days after the sixth installment of One Thousand Dollars ($1,000.00) shall have been paid or upon a prior or subsequent date agreeable to both the Seller and the Purchasers.

7. RIGHTS-OF-WAY AND NEW ROAD, The Seller does hereby agree to grant unto the Purchasers a right of ingress at all times and for all purposes for them or their assigns, tenants, servants, invitees or visitors, in common with all others having the like right at all times hereafter, with or without vehicles or animals to and from the land to be conveyed or any part thereof, over and along a road or right-of-way leading to and along the property to be conveyed from the county gravel road leading to Jackson's Creek from the relocated U.S. Route 50 (and more fully shown and designated as "Right of Way" on the attached sketch in red pencil.)

RESERVING, nevertheless, unto the Seller for the benefit of the lands remaining unto the Seller, the right to use the aforesaid right-of-way in common with others and with the Purchasers, and the further right to grant from time to time to other grantees of any part, or portion of the land remaining unto the Seller, the same right to use said rights of way or any portion thereof for their premises as is hereby granted unto the Purchasers: SUBJECT nevertheless, to the understanding and agreement that the owners from time to time of all premises abutting said right of way or any extension thereof, who shall use said right of way, shall contribute or pay from time to time their due proportion of the costs of maintaining and repairing that portion of said right of way so used in common, and to keep up the maintenance or repair, at their own expense of that portion of said right of way or extension thereof which serves their own premises exclusively; AND RESERVING unto the Seller for the benefit of the lands remaining unto the Seller the right to use the present

road of approximately 16 feet in width leading in a northerly direction over the land to be conveyed, in common with others and the Purchasers, and the further right to grant from time to time to other grantees of any part or portion of the land remaining unto the Seller, the same right to use said road for their premises as is hereby reserved unto the Seller.

AND it is hereby covenanted and agreed by the Purchasers that if the use of the present road last above-mentioned, as now laid out and used, is closed or becomes impassable, then the Purchasers agree to build at their sole expense a six (6) inch bank run gravel road on an eighteen (18) foot bed, properly graded and drained, in the first above-mentioned right of way and continuing therefrom in a northwesterly direction over lands remaining unto the Seller in the rear of the land to be conveyed until it intersects the present road as extended; however, if the Purchasers fail to build said new road, then the Seller shall have the right to construct said new road (in accordance with specifications hereinbefore set forth) and the costs of the building of the new roadway will be and become a lien, charge and encumbrance upon the land to be conveyed unto the Purchasers; and the Seller agrees to discontinue and relinquish any and all right to the use of said road as now laid out and used, upon the building of said new road according to the specifications and acceptance by the Seller.

8. BEER LICENSE PROVISION. The Seller hereby covenants and agrees to retain and lawfully use the alcoholic beverage license, now issued to the said Seller, for the benefit of the premises to be conveyed and to take whatever steps may be necessary, and sign whatever instruments as may be necessary, and sign whatever instruments as may be necessary to permit the lawful sale of permissive alcoholic beverages upon the premises hereby intended to be conveyed, until such time as the Purchasers are in a position to make application for an alcoholic beverage license to be granted to a person or persons other than the Seller, and at such time to transfer and license to the Buyer.

9. REPAIRS. The Seller hereby further agrees to repair the existing leak in the roof of the beer tavern known as "Rose House" on or before November 11th, the date of possession.

10. The Seller further agrees that she shall continue uninterruptedly the normal operation of the business now being carried on by said Seller until the date of possession by the Purchasers.

AND this contract of sale further witnesseth:

A. That the said Seller, for herself, her successors, heirs and assigns, covenants to and with the said Purchasers, their heirs and assigns, to perform that part of this contract of sale on her part to be performed in the manner and at the times herein provided for the performance of the same.

B. That the said Purchasers, for themselves, their heirs and assigns, covenant to and with the said Seller, her successors, heirs and assigns, to perform that part of this contract of sale on their part to be performed in the manner and at the times herein provided for the performance of the same.

IN TESTIMONY WHEREOF the said parties to this contract of sale do hereunto subscribe their names and affix their seals, and to one other copy of like tenor and effect, a duplicate of this contract of sale, on the day and year first hereinbefore written:

CLAYTON C. CARTER	MARY A. STICHEL Mary A. Stichel SELLER	(SEAL)
CLAYTON C. CARTER	HERBERT H. FEUZ Herbert H. Feuz	(SEAL)
CLAYTON C. CARTER	MELBOURNE W. HUGHES Melbourne W. Hughes BUYERS	(SEAL)

Subpoena
Filed June 24, 1952

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO
Melbourne W. Hughes
Grasonville, Queen Anne's County Maryland,

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Mary A. Stichel, widow, Grasonville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of May, 1952.

Issued the 20th. day of June, 1952

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Turner & Turner

Address Centreville, Maryland T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to him, and leaving copy of subpoena and bill of complaint with him this 23rd. day of June, 1952.

FRANK Y. WHITELEY
Sheriff

Filed June 24, 1952

Subpoena
Filed June 24, 1952

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO

Herbert H. Feuz
Grasonville, Queen Anne's County, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Mary A. Stichel, widow, Grasonville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 5th. day of May, 1952.

Issued the 20th. day of June, 1952.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Turner & Turner

Address Centreville, Maryland T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to him, and leaving copy of subpoena and bill of complaint with him this 21st. day of June, 1952.

FRANK Y. WHITELEY
Sheriff

Filed June 24, 1952

Supplemental Bill of Complaint
Filed June 30, 1952

MARY A. STICHEL, WIDOW Grasonville, Queen Anne's County, Maryland Complainant	:	IN THE
vs.		CIRCUIT COURT
MELBOURNE W. HUGHES Grasonville Queen Anne's County Maryland (Whose address appears in the contract hereinafter set forth as Edgewater, Anne Arundel County, Maryland)	:	FOR

and :

HERBERT H. FEUZ
Grasonville
Queen Anne's County
Maryland
(Whose address appears in
the contract hereinafter set
forth as Edgewater, Anne Arundel
County, Maryland)

QUEEN ANNE'S COUNTY

Defendants :

: : : : :

SUPPLEMENTAL BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant respectfully shows unto this Honorable Court:

1. That on the 20th day of June, 1952, Mary A. Stichel filed her Bill of Complaint in this Honorable Court praying that a Decree may be passed for the specific performance of the Contract dated the 11th. day of October, 1951, which Contract was filed as Complainant's Exhibit No. 1 with said Bill of Complaint.

2. That as alleged in said Bill of Complaint, the Complainant has been ready, willing and able at all times to comply with each and every one of the terms set forth in the Contract of Sale. That under the terms of said Contract, the Complainant is to take back a purchase money mortgage in the amount of Fourteen Thousand ($14,000) Dollars on the real and personal property mentioned in these proceedings for a period of three years, with interest thereon, in the meantime, at the rate of 4% per annum; it being stipulated and agreed that the purchasers under the said mortgage were to pay on account of the principal mortgage debt secured by the Mortgage, the sum of Two Thousand Three Hundred Thirty-three Dollars and Thirty-three cents ($2333.33) plus interest every six months until the whole aforesaid indebtedness and interest to accrue thereon was retired in full. That the Complainant is entitled to a purchase money mortgage which will give her a good and sufficient title to the real and personal property mentioned in these proceedings subject to a clause of defeasance in said mortgage.

3. That without the authorization of the Complainant, the Defendants have been making improvements on the said real estate mentioned in these proceedings and may have incurred obligations for work and material. That while these are not obligations of the Complainant and her interest in the real property mentioned in these proceedings, nevertheless, they could constitute a cloud on the purchase money mortgage to be executed by the purchasers as aforesaid.

4. That in order for the Complainant to be protected it is essential that the Decree for specific performance prayed in the Bill of Complaint also determine whether or not the Purchase Money Mortgage to be given by the Defendants to the Plaintiff will pass a title, free and clear of any possible cloud thereon by virtue of the work and materials which may have been purchased by the Defendants as aforesaid.

TO THE END THEREFORE:

a. That the Decree for specific performance also determine that the purchase money mortgage to be executed by the Defendants is free and clear of any possible claims for labor and materials for work done at the instance of the Defendants on the real estate mentioned in these proceedings.

b. For such other and further relief as the circumstances of the Complainant's case may require.

AND AS IN DUTY BOUND, ETC.

TURNER & TURNER
TURNER & TURNER
Centreville, Maryland
Solicitors for Complainant

Service of copy was made by mailing same to John Palmer Smith, Esq., Centreville, Maryland, Solicitor for Melbourne W. Hughes and Herbert H. Feuz, this 30th day of June, 1952.

TURNER & TURNER
TURNER & TURNER
Centreville, Maryland
Solicitors for Complainant

Filed June 30, 1952

ANSWER TO BILL OF COMPLAINT
Filed July 22, 1952

MARY A. STICHEL, widow

vs.

MELBOURNE W. HUGHES
HERBERT H. FUEZ

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY
IN EQUITY
No. 3802

* * * * * * * * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendants, Melbourne W. Hughes and Herbert H. Fuez, by John Palmer Smith and Vachel A. Downes, Jr., their attorneys, to the Bill of Complaint of Mary A. Stichel, widow, in this Court filed, not waiving or in anywise abandoning, but reserving all manner of benefit, exception or exceptions, objection or objections to the errors, imperfections, and deficiencies in said petition, nevertheless, answering said Bill of Complaint, say:

1. Answering paragraph one of said Bill of Complaint, the defendants admit the matters and facts therein alleged.

2. Answering paragraph two of said Bill of Complaint, the defendants admit that under the terms of the Contract of Sale by and between the parties of this suit, that the balance of Fourteen Thousand Dollars ($14,000.00) was to be secured by a purchase money mortgage, on or before thirty (30) days after the sixth installment of One Thousand Dollars ($1,000.00) shall have been paid, which mortgage is to be for a term of three (3) years with interest thereon at the rate of Four Per Cent (4%) per annum, to be retired at the rate of Two Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents ($2,333.33), plus interest, every six months until the whole of said indebtedness and accrued interest has been paid in full, but deny that they have failed and refused to consummate said Contract of Sale in accordance with the terms thereof.

3. Answering paragraph three of said Bill of Complaint, the defendants admit the matters and facts therein alleged.

4. Answering paragraph four of said Bill of Complaint, your defendants deny that the Complainant has been ready, willing and able at all times to comply with each and every one of the terms set forth in said Contract of Sale, and further say that the parcel of ground so surveyed and proposed to be conveyed does not contain the quantity of land contracted to be sold to the said defendants, in that the said Mary A. Stichel and Otto Stichel, her husband, granted and conveyed unto J. Rodney King a right of way approximately 1313 feet in length and 50 feet in width across the entire front of the property bordering five (5) feet from the New U.S. Route #50, which Deed of Right of Way is dated the 1st day of January, 1950, as recorded in the Land Records of Queen Anne's County in Liber N.B.W. No. 5, folio 178, and which right of way materially damages diminishes and impairs the value of said parcel, and hinders and encumbers the defendants in their future use or utilization thereof, namely as a restaurant, motel and night club site, all of which the said complainant was aware and did not divulge unto your said defendants either before, at, or after the execution of the Contract of Sale, and which J. Rodney King right of way was ascertained by your defendants during the course of the examination of title by their attorneys after the execution of the said Contract of Sale, all as will more fully appear by reference to a copy of a plat, being a part of the Contract of Sale, attached hereto, marked "Defendants' Exhibit A", and prayed be made a part hereof.

And further, under paragraph seven (7) of said Contract of Sale, the Seller agreed to grant unto the purchasers a right of ingress at all times and for all purposes in, to, over and along a road or right of way leading to and along the property to be conveyed from the County gravel road leading to Jackson's Creek from the relocated U.S. Route #50; it now appearing from an examination of the title and survey of the lands to be conveyed that the said road or right of way described in paragraph seven (7) of the Contract of Sale, which was constructed by the said complainant, is improperly located and encroaches on its north side approximately ten (10) or fifteen (15) feet upon the lands of Nathan P. Corkran, the said complainant not having a fee simple interest to the same as it on October 11, 1951 existed or now exists, and precludes and forestalls the Seller, being the complainant herein, from conveying unto the defendants a good and merchantable title as provided in paragraph four (4) of the Contract of Sale and which defects have not been remedied by the said complainant within a reasonable time as is therein provided, all as will more fully appear by reference to a copy of a plat being a part of the Contract of Sale, attached hereto, marked "Defendants' Exhibit B", and prayed be made a part hereof.

Your defendants are therefore advised that the agreement has been materially breeched by the complainant in all of its parts, that the complainant has not fulfilled, performed, or complied with each and every one of the terms set forth in the Contract of Sale and that therefore said agreement will not be enforced by a Court of Equity; and further, that your defendants are entitled to have a substantial abatement of the purchase money as perscribed in the Contract of Sale, to be determined by this Court before adecree of Specific Performance will be granted.

And as in duty bound, etc.

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.
Solicitors for Defendants

This is to certify that a copy of aforegoing Answer was served upon Edward Turner and B. Hackett Turner, Solicitors for the Complainant, by leaving a copy of the same at their law offices in Centreville, Maryland, on the 21st day of July, 1952.

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES, JR
Vachel A. Downes, Jr.

Filed July 22, 1952

Answer to Supplemental Bill of Complaint
Filed July 22, 1952

MARY A. STICHEL, widow

vs.

MELBOURNE W. HUGHES

HERBERT H. FUEZ

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No.3802

* * * * * * * * * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendants, Melbourne W. Hughes and Herbert W. Fuez, by John Palmer Smith and Vachel A. Downes, Jr., their attorneys, to the Supplemental Bill of Complaint of Mary A. Stichel, widow, in this Court filed, not waiving or in anywise abandoning, but reserving all mann of benefit, exception or exceptions, objection or objections to the errors, imperfections, and deficiencies in said Supplemental Bill of Complaint, nevertheless, answering said Supplemental Bill of Complaint say:

1. Answering paragraph one of said Supplemental Bill of Complaint, the defendants admit the matters and facts therein alleged.

2. Answering paragraph two of said Supplemental Bill of Complaint, the defendants admit that the complainant is entitled to a purchase money mortgage, which will give her good and sufficient title to the real and personal property mentioned in these proceedings, subject to a clause of defeasance in said mortgage, but deny, for the reasons set forth in the Answer to the Bill of Complaint filed herein, that the complainant has been ready, willing and able at all times to comply with each and every one of the terms set forth in the Contract of Sale.

3. Answering paragraph three of said Supplemental Bill of Complaint, the defendants neither admit nor deny the matters and facts therein alleged, but demand strict proof thereof.

4. Answering paragraph four of said Supplemental Bill of Complaint, the defendants neither admit nor deny the matters and facts therein alleged, but demand strict proof thereof.

And as in duty bound, etc.

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes,Jr.
Solicitors for Defendants

This is to certify that a copy of aforegoing Answer was served upon Edward Turner and B. Hackett Turner, Solicitors for the Complainant, by leaving a copy of the same at their law offices in Centreville, Maryland, on the 21st day of July, 1952.

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes Jr.

Filed July 22, 1952

Petition for Temporary
Restraining Order
Filed Aug. 12, 1952

MARY A. STICHEL, WIDOW
Grasonville
Queen Anne's County,
Maryland

Complainant

vs.

MELBOURNE W. HUGHES
Grasonville
Queen Anne's County
Maryland
(Whose address appears in
the contract hereinafter set
forth as Edgewater, Anne Arundel
County, Maryland)
and
HERBERT H. FEUZ
Grasonville
Queen Anne's County
Maryland
(Whose address appears in the
contract hereinafter set forth
as Edgewater, Anne Arundel
County, Maryland)

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

::::::::::::::

PETITION FOR TEMPORARY RESTRAINING ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Mary A. Stichel, Widow, the Complainant, respectfully shows unto this Honorable Court:

1. That on the 20th day of June, 1952, your Petitioner filed her Bill of Complaint in this Honorable Court praying that a Decree may be passed for the specific performance of the contract dated the 11th day of October, 1951, which contract was filed as "Complainant's Exhibit No. 1" with said Bill of Complaint.

2. That on the 30th day of June, 1952, your Petitioner filed her Supplemental Bill of Complaint praying that the Decree for specific performance also determine that the purchase money mortgage to be executed by the Defendants (under the terms of the contract of October 11, 1952) is free and clear of any claims for labor and materials for work done at the instance of the Defendants on the real estate mentioned in these proceedings, and for such other and further relief as the circumstances of the Complainant's case may require.

3. That it has been brought to the attention of your Petitioner that the Defendants are about to proceed with plans for the construction of motels on the real estate mentioned in these proceedings. That while any obligations incurred by the Defendants for labor and materials would not be the obligations of the Petitioner or bind her interest in said real estate, nevertheless, they could constitute a cloud on her title.

4. That until the Defendants have carried out the terms of the contract dated October 11, 1951, or, at least until this Honorable Court has passed on the merits of the Complainant's case, the Defendants should not be permitted to change the situation of your Petitioner to her detriment.

WHEREFORE YOUR PETITIONER PRAYS:

(a) That a temporary restraining order issue enjoining the Defendants, Melbourne W. Hughes and Herbert H. Feuz, from doing any work or brining any materials on the real estate mentioned in these proceedings.

(b) That a temporary restraining order issue enjoining the servants, agents and employees of the Defendants from doing any work or brining any materials on the real estate mentioned in these proceedings.

(c) And for such other and further relief as the circumstances of this case may require.

AND AS IN DUTY BOUND, ETC.

TURNER & TURNER
TURNER & TURNER
Centreville, Maryland
Solicitors for Petitioner

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

I HEREBY CERTIFY that on this 11th day of August, 1952, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Mary A. Stichel, Widow, the Petitioner in the foregoing Petition, and she made oath in due form of law that the matters and facts set forth in said Petition are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

KATHERINE C. O'NEAL
NOTARY PUBLIC

Notary
Public
Seal.

Filed Aug. 12, 1952

Upon the foregoing Petition and Affidavit, it is this 15th day of August, 1952, by the Circuit Court for Queen Anne's County, Sitting in Equity, ORDERED that Melbourne W. Hughes and Herbert H. Feuz, the Defendants, show cause on or before the 5th day of September, 1952, why the relief prayed inthe Petition should not be granted, provided a copy of the Petition and this Order is served on the said Defendants or their Solicitor of record on or before the 20th day of August, 1952.

WM. R. HORNEY
JUDGE

Filed Aug. 15, 1952

I HEREBY CERTIFY that I have delivered a copy of the within and aforegoing Petition to John Palmer Smith, Esquire, Attorney of record for the Defendants herein named, at his office on the 13th day of August, 1952, at 10:45 a.m.

TURNER & TURNER
TURNER & TURNER
Centreville, Maryland
Solicitors for Petitioner

PETITION FOR THE APPOINTMENT OF A RECEIVER
Filed Sept. 19, 1952

MARY A. STICHEL, WIDOW :
Grasonville,
Queen Anne's County,
Maryland. :

vs. :

MELBOURNE W. HUGHES
Grasonville,
Queen Anne's County,
Maryland.
(Whose address appears in
the contract hereinafter set
forth as Edgewater, Anne Arundel
County, Maryland.)

HERBERT H. FEUZ,
Grasonville,
Queen Anne's County,
Maryland.
(Whose address appears in the
contract hereinafter set forth
as Edgewater, Anne Arundel
County, Maryland.)

LOND POINT LODGE, INC.
Grasonville,
Queen Anne's County,
Maryland.
Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

: : : : : : : : : : : : : :

PETITION FOR THE APPOINTMENT OF A RECEIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary A. Stichel, Widow, the Complainant, respectfully shows unto this Honorable Court:

1. That on the 20th day of June, 1952, your Petitioner filed her Bill of Complaint in this Honorable Court praying that a Decree may be passed for the specific performance of the contract dated the 11th day of October, 1951, which contract was filed as "Complainant's Exhibit No. 1" with said Billof Complaint.

2. That on the 30th day of June, 1952, your Petitioner filed her Supplemental Bill of Complaint praying that the Decree for specific performance also determine that the purchase money mortgage to be executed by the Defendants (under the terms of the contract of October 11, 1951) is free and clear of any claims for labor and materials, for work done at the instance of the Defendants on the real estate mentioned in these proceedings, and for such other and further relief as the circumstances of the Complainants' case may require.

3. On the 12th day of August, 1952, your Petitioner filed her Petition for a temporary restraining order. That the Defendants on the 22nd day of July, 1952, filed an Answer to the Bill of Complaint.

4. That on the 22nd day of August, 1952, the Plaintiff informed the Defendants that she desired prompt settlement, and that she would be compelled to petition this Honorable Court for the appointment of a Receiver to manage and protect the property mentioned in these proceedings during the pendency of the specific performance suit and other litigation filed in connection therewith unless complete and final settlement was brought about within 21 days from the date of the receipt of that letter. That a copy of this letter is filed herewith marked "Petitioner's Exhibit A".

5. The Defendants have made no effort to settle for the property though they have been given every opportunity both before the institution of the specific performance suit, during the pendency of said proceedings and after the letter aforesaid had been received by them and the time therein stated has elapsed.

6. That your Petitioner is informed, believes and therefore avers that various creditors for labor and materials are about to institute proceedings for Mechanics' Liens against the said property.

7. That while any obligations incurred for labor and material by the Defendants would not be obligations of the Petitioner or bind her interest in said real estate, nevertheless, the filing of such liens may constitute a cloud on her title.

8. That after the making of the Contract referred to in the Bill of Complaint, the Defendants, Melbourne W. Hughes, Herbert H. Feuz together with one, Edward G. Fuez, on the 5th day of December, 1951, formed a corporation known as Long Point Lodge, Inc., and in the name of said Corporation are now conducting a business on the premises purchased under the said Contract.

9. That the said incorporation of Long Point Lodge, Inc. was without the consent or authorization or knowledge of the Plaintiff.

10. That your Petitioner desires to have the said Long Point Lodge, Inc., made a party hereto so that it will be bound by any action taken by the Court in these proceedings.

TO THE END THEREFORE:

(a) That Long Point Lodge, Inc. be made a party to these proceedings and that a subpoena and a copy of this Petition be served on it.

(b) That this Honorable Court appoint a receiver with the power and authority to take charge and possession of the real estate mentioned in these proceedings, all the goods, wares and merchandise of the Defendants, including Long Point Lodge, Inc., located on premises mentioned in these proceedings, the books, papers and effects belonging to the said Defendants, including the Defendant, Long Point Lodge, Inc., and to collect the outstanding debts due to the said Defendants, including the Defendant, Long Point Lodge, Inc., and the said Defendants, including the Defendant, Long Point Lodge, Inc., be required to deliver to the said Receiver the possession of the real estate mentioned in these proceedings, the goods, wares and merchandise, books, papers and effects of the said defendants, including the Defendant, Long Point Lodge, Inc., subject, nevertheless, to the further order of the Court.

(c) That, in the meantime, the said Defendants, including the Defendant, Long Point Lodge, Inc., be enjoined and restrained from selling, mortgaging or in any otherwise disposing of the real estate mentioned in these proceedings and the goods, wares, merchandise, books, papers and effects of or belonging to said Defendants, including the Defendant, Long Point Lodge, Inc., until the further Order of this Court.

(d) And for such other and further relief as the circumstances of this case may require.

AND AS IN DUTY BOUND, ETC.

TURNER& TURNER
Turner& Turner
Centreville, Maryland
Solicitors for Petitioner

MARY A. STICHELL
Mary A. Stichell, Complainant

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

I hereby certify that on this 17th day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared Mary A. Stichel, Widow, and she made oath in due form of law that the matters and facts set forth in the foregoing Petition for the Appointment of a Receiver, are true to the best of her knowledge, information and belief.

As Witness my Hand and Notarial Seal.

Notary
Public
Seal.

DORIS L. DILLEHUNT
NOTARY PUBLIC

Filed Sept. 19, 1952

MARY A. STICHEL, WIDOW Grasonville Queen Anne's County, Maryland	:	IN THE
Complainant	:	CIRCUIT COURT
VS.		
MELBOURNE W. HUGHES Grasonville Queen Anne's County Maryland (Whose address appears in the contract hereinafter set forth as Edgewater, Anne Arundel County, Maryland	:	FOR
	:	QUEEN ANNE'S COUNTY
HERBERT H. FEUZ Grasonville Queen Anne's County Maryland (Whose address appears in the Contract hereinafter set forth as Edgewater, Anne Arundel County, Maryland)	:	IN EQUITY
	:	
LONG POINT LODGE, INC. Grasonville Queen Anne's County Maryland	:	

: : :

ORDER

Upon the aforegoing Petition and Affidavit,it is this 19th day of September 1952, by the Circuit Court for Queen Anne's County, Sitting in Equity, ORDERED that the Defendants, Melbourne W. Hughes, Herbert H. Feuz and Long Point Lodge, Inc., show cause on or before the 10th day of October, 1952, why the relief prayed in the foregoing Petition should not be granted, provided a copy of said Petition and this Order be served on said Defendants, including Long Point Lodge, Inc., or its solicitors of Record, on or before the 24th day of September, 1952.

Wm. R. HORNEY
Judge

Filed Sept. 19, 1952

SUBPOENA
Filed Oct. 1, 1952

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Long Point Lodge, Inc.
Grasonville, Queen Anne's County, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of October next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Mary A. Stichel, widow, Grasonville, Queen Anne's County, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of September, 1952.

Issued the 19th. day of September, 1952.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Turner & Turner

Address Centreville, Maryland

T. SORDEN PIPPIN ,Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Copy of within subpoena & Petition for appointment of receiver served on Defendants 9-20-52

FRANK Y. WHITELEY
Sheriff

Filed Oct. 1, 1952

AMENDED PETITION FOR THE
APPOINTMENT OF A RECEIVER
FiledNov. 14, 1952

MARY A. STICHEL, WIDOW Grasonville Queen Anne's County, Maryland Complainant	:	IN THE
vs.	:	CIRCUIT COURT
MELBOURNE W. HUGHES Grasonville Queen Anne's County Maryland (Whose address appears in the contract hereinafter set forth as Edgewater, Anne Arundel County, Maryland)	:	FOR
HERBERT H. FEUZ Grasonville Queen Anne's County Maryland (Whose address appears in the contract hereinafter set forth as Edgewater, Anne Arundel County, Maryland)	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
LOND POINT LODGE, INC. Grasonville Queen Anne's County Maryland	:	

: : :

AMENDED PETITION FOR THE APPOINTMENT OF A RECEIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary A. Stichel, Widow, the Complainant, respectfully shows unto this Honorable Court:

1. That on the 20th day of June, 1952, your Petitioner filed her Bill of Complaint in this Honorable Court praying that a Decree may be passed for the specific performance of the contract dated the 11th day of October, 1951, which contract was filed as "Complainant's Exhibit No. 1" with said Bill of Complaint.

2. That on the 30th day of June, 1952, your Petitioner filed her Supplemental Billof Complaint praying that the Decree for specific performance also determine that the purchase money mortgage to be executed by the Defendants (under the terms of the contract of October 11, 1951) is free and clear of any claims for labor and materials, for work done at the instance of the Defendants on the real estate mentioned in these proceedings, and for such other and further relief as the circumstances of the Complainant's case may require .

3. On the 12th day of August, 1952, your Petitioner filed her Petition for a temporary restraining order. That the Defendants on the 22nd day of July, 1952, filed an Answer to the Bill of Complaint.

4. That on the 22nd. day of August 1952, the Plaintiff informed the Defendants that she desired prompt settlement, and that she would be compelled to petition this Honorable Court for the appointment of a Receiver to manage and protect the property mentioned in these proceedings during the pendency of the specific performance suit and other litigation filed in connection therewith unless complete and final settlement was brought about within 21 days from the date of the receipt of that letter. That a copy of that letter was filed with said Petition marked "Petitioner's Exhibit A".

5. That the Defendants have made no effort to settle for the property although they have been given every opportunity up to the present time to do so.

6. That after the making of the Contract referred to in the Bill of Complaint, the Defendants, Melbourne W. Hughes, Herbert H. Feuz together with one, Edward G. Fuez, on the 5th. day of December, 1951, formed a corporation known as Long Point Lodge, Inc., and in the name of said Corporation are now conducting a business on the premises purchased under the said Contract.

7. That the said incorporation of Long Point Lodge, Inc. was without the consent or authorization or knowledge of the Plaintiff.

8. That by Petition filed on the 19th day of Sept., 1952, Longpoint Lodge, Inc. was brought in as a party in these proceedings.

9. That your Petitioner is informed, believes and therefore avers that various creditors having claims for labor and materials are about to institute proceedings for mechanic's liens against said property. That unless immediate possession of the property involved in these proceedings is taken by the Court through the appointment of a Receiver, there is imminent danger of substanital loss and injury to the Petitioner in her rights in said property.

TO THE END THEREFORE:

(a) That this Honorable Court appoint a receiver with the power and authority to take charge and possession of the real estate mentioned in these proceedings, all the goods, wares and merchandise of the Defendants, including Long Point Lodge, Inc. located on premises mentioned in these proceedings, the books, papers and effects belonging to the said Defendants, including the Defendant, Long Point Lodge, Inc., and to collect the outstanding debts due to the said Defendants, including the Defendant, Long Point Lodge, Inc., and the said Defendants, including the Defendant, Long Point Lodge, Inc., be required to deliver to the said Receiver the possession of the real estate mentioned in these proceedings, the goods, wares and merchandise, books, papers and effects of the said defendants, including the Defendant, Long Point Lodge, Inc., subject, nevertheless, to the further order of the Court.

(b) That, in the meantime, the said Defendants, including the Defendant, Long Point Lodge, Inc., be enjoined and restrained from selling, mortgaging or in any otherwise disposing of the real estate mentioned in these proceedings and the goods, wares, merchandise, books, papers and effects of or belonging to said Defendants, including the Defendant, Long Point Lodge, Inc. until the further Order of this Court.

(c) And for such other and further relief as the circumstances of this case may require.

AND AS IN DUTY BOUND,ETC.

TURNER & TURNER
Turner & Turner
Centreville, Maryland
Solicitors for Petitioner

STATE OF MARYLAND, COUNTY OF Q.A., TO WIT:

I hereby certify that on this 14th day of November, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Q.A. aforesaid, personally appeared Edward Turner, one of the attorneys for Mary A. Stichel, Widow, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition for the Appointment of a Receiver, are true and

bona fide to the best of his knowledge, information and belief.

AS Witness my Hand and Notarial Seal.

KATHERINE C. O'NEAL
NOTARY PUBLIC

Notary
Public
Seal

Filed Nov. 14, 1952

ANSWER TO AMENDED PETITION FOR
APPOINTMENT OF A RECEIVER
Filed Nov. 28, 1952

MARY A. STICHEL

Vs.

MELBOURNE W. HUGHES
Et. Al.

IN THE

CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 3802

* * * * * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Melbourne W. Hughes, Herbert H. Fuez, and Long Point Lodge, Inc., defendants, by John Palmer Smith and Vachel A. Downes, Jr., their attorneys, to the Amended Petition for the Appointment of a Receiver heretofore exhibited against them in this Honorable Court, respectfully represents:

1. Answering paragraph one of said Amended Petition, the defendants admit the matters and facts therein alleged.

2. Answering paragraph two of said Amended Petition, the defendants admit the matters and facts therein alleged.

3. Answering paragraph three of said Amended Petition, the defendants admit the matters and facts therein alleged.

4. Answering paragraph four of said Amended Petition, the defendants admit the matters and facts therein alleged.

5. Answering paragraph five of said Amended Petition, the defendants deny they have made no effort to settle for the property, and further say that the Petitioner herein has been, and still is unable to execute unto the defendants a fee simple title to the property contracted to be conveyed.

6. Answering paragraph six of said Amended Petition, the defendants admit the matters and facts therein alleged.

7. Answering paragraph seven of said Amended Petition, the defendants deny that the incorporation of Long Point Lodge, Inc. was without the consent or authorization or knowledge of the Petitioner, and further say that there is no prohibition in the contract of sale heretofore mentioned preventing the defendants from incorporating, and that by the terms thereof, the consent, knowledge and authorization of the Petitioner was not required inany event.

8. Answering paragraph eight of said amended Petition, the defendants admit the matters and facts therein alleged.

9. Answering paragraph nine of said Amended Petition, the defendants say that the value of the property has considerably increased since the signing of the aforesaid contract of sale by reason of extensive improvements far in excess of any outstanding obligations against the same; that the petitioner is not in imminent danger of substantial loss or injury unless immediate possession of the property involved in these proceedings is taken by the Court through the appointof a Receiver; that immediate possession of said property by a Receiver is not necessary to protect the rights of the Petitioner; that the Petitioner now has a greater security for her debt than on the date of the signing of the aforesaid contract of sale, and that the appointment of a receiver over said property is not necessary, required or proper.

And having fully answered said Amended Petition for the Appointment of a Receiver, the defendants pray that said Petition be dismissed.

And as in duty bound, etc.

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes,Jr.
Solicitors for Defendants

Copy of the within Answer served on Turner and Turner, Solicitors for Petition, by leaving a copy of the same at their law offices in Centreville, Queen Anne's County, Maryland, on the 28th day of November, 1952 .

Turner & Turner - By Edw. Turner
Solicitor for Plaintiff

Filed Nov. 28, 1952

MEMORANDUM ON BEHALF OF MRS. STICHEL
Filed Feb. 19, 1953

MARY. A. STICHEL, WIDOW,	:	IN THE
Complainant	:	CIRCUIT COURT
vs.	:	FOR
MELBOURNE W. HUGHES, et al, Defendants	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY

.....

MEMORANDUM ON BEHALF OF MRS. STICHEL

By a contract in writing dated October 11, 1951, Mary A. Stichel, widow, agreed to sell to Melbourne W. Hughes and Edward G. Fuez, of Anne Arundel County, Maryland, the property situate in Queen Anne's County, which is particularly described in the contract, for the sum of $22,500.00. Paragraph one of the contract provided that the purchase money should be paid as follows: $1500.00 upon the execution and delivery of the contract; $1,000.00 at the time the purchasers take possession of the property, which should be on or before the expiration of thirty days from the date of the contract; and $1,000.00 on December 11, 1951, and monthly thereafter on the 11th day of each month to and including May 11, 1952, and the balance of $14,000.00 should be secured by the execution of a purchase money mortgage on or before June 11, 1952, from the purchasers to the seller for a period of three years, with interest thereon at 4% per annum, together with payments of $2333.33 on account of the principal mortgage debt, plus interest, every six months until the whole of the aforesaid indebtedness and interest is paid in full. The purchasers paid the sum of $1500.00 on the execution of the contract and in addition seven monthly installments of $1,000.00 each, beginning on November 11, 1951, up to and including May 11, 1952, making the total payments on account of the contract price of $8500.00, leaving a balance of $14,000.00 to be secured by the purchase money mortgage. The purchasers went into possession of said property on November 11, 1951, and erected substanital improvements thereon in which they conducted a night club, etc. At the bearing on January 5, 1953, it was testified that these improvements were completed before June 11, 1953. The purchasers, although often requested, failed to make settlement for said property by the execution of a purchase money mortgage provided in the contract on June 11, 1952, and Mrs. Stichel on June 20, 1952, filed a bill for the specific performance of the contract. Subsequently, on June 30, 1952, Mrs. Stichel filed a supplemental bill and on August 12, 1952, Mrs. Stichel filed a petition for a temporary restraining order. The defendants filed an answer to the bill of complaint on July 22, 1952. Mrs. Stichel also filed a petition for a receiver for the property on and on November, 1952, an amended petition for the appointment of a receiver. On January 5, 1953, the case came on for hearing and testimony was taken in open court. On February 9, 1953, additional testimony was taken and the respective counsel were heard.

The Defendants' Objections to the Plaintiff's Title

The testimony shows that the defendants entered into possession of the property on or about November 11, 1951. The purchasers paid a total of $8500.00 from the time of the signing of the contract on October 11, 1951, until May 11, 1952, and erected substantial improvements on said property,which were completed before June 11, 1952. The testimony shows that the title examination was not completed or the survey made on June 11, 1952, the day fixed for settlement, and no objection to the title was made by the defendants until June 11, 1952. The testimony further shows that Mrs. Stichel advised the defendants of the King conveyance before the contract was signed. Under these circumstances, the defendants have waived their right to object to the plaintiff's title.

In Miller on Equity Procedure, Sec. 695, p. 801, it is stated:

"A purchaser originally entitled to examine the vendor's title may subsequently waive that right, either expressly or by implication. If, after the defect in the title is known, he continues in possession committing acts of ownership, it will be held that there has been a waiver of objections and an acceptance of the title."

In 58 Corpus Juris, title "Specific Performance", Section 322, page 1071, it is said:

"In accordance with rules elsewhere considered, a purchaser entitled to object to known defects in the vendor's title may waive the right either expressly or by implication. Thus known defects may be waived when the intention to do so is shown by the purchaser's acceptance of a sum of money, by continuing negotiations after knowledge of the defects, or by taking possession and exerting acts of ownership over the property."

Canton Company vs. B. & O. R. R. Co., 79 Md. 424. In this case the Court of Appeals on June 21, 1894 directed the specific performance of a contract dated November 24, 1884 and decreed that the B.& O. should pay interest on the purchase price from the date on which it took possession of the property, a matter of approximately ten years. By the written contract, the Canton Company had agreed to sell to the Railroad Company a lot at the northwest corner of Clinton Street and Third Avenue in Baltimore City, binding 209 feet on the west side of Clinton Street with a depth of about 780 feet to the Old Port Warden's line. The contract further stated:

"It is further agreed that in the event of the Canton Company of Baltimore being able to deliver the bed of Third Avenye 70 feet wide, and same depth as the lot hereinbefore described, that the party of the second part (the

Baltimore and Ohio Railroad Company) are to purchase at the same price, viz., $600 per front foot, in fee, payable on the same terms as for lot. The Canton Company of Baltimore reserving the right, in the event of the sale of Third Avenue, to retain 10 or 20 feet on Clinton street, on the northerly side of first above described lot, with an even width to Port Warden's line, adjoining the 40-foot street before mentioned, making the pro rata reduction as to price."

At the time the contract was entered into Third Avenue was a vacant lot in the possession of the Canton Company. It yielded revenue from wharfage and certain other privileges. Shortly after the making of the contract the Railroad Company entered into possession of the property and ever since used it for its business. It laid numerous tracks upon the property, over which it ran its trains and a portion of the property was used as a freight depot; it constructed an expensive and permanent bulkhead into the water, filled in the land, etc. Several letters were directed by the Canton Company to the Railroad Company demanding that the Railroad Company purchase the portion of Third Avenue and the water front adjacent thereto. No attention was paid to these letters and the Canton Company filed its bill to specifically enforce the contract. The railroad Company in its answer asserted that the contract provided that the land should be purchased by it only in the event the Canton Company was able to deliver and that it had not the ability to deliver by reason of the property being subject to the rights of other parties. The Court of Appeals, however, reversed the lower court and decreed specific performance of the contract. Page, J., in delivering the opinion of the Court of Appeals, said at page 431:

"It may be considered as settled, that one who enters and continues in possession of property under a contract of sale, cannot be allowed, whilst affirming the contract, to repudiate it by refusing to pay the purchase money. Bumpus v. Platner, 1 John. Ch. 219; Van Bibber v. Reese, 71 Md. 620; Williams v. Annapolis, 6 H. & J. 534, 535. 'A purchaser originally entitled to examine the vendor's title may subsequently waive that right, either expressly or by implication.' If after the defect in the title is known, he continue in possession, committing acts of ownership, it will be held there has been a waiver of objections. Fry on Spec. Perf. secs. 1302-1314, and authorities there cited; Jenkins v. Hiles, 6 Ves. 655; Fordyce v. Ford, 4 Bro. Ch. 494; 2 Sugden on Vendors, 343, et seq. And under these circumstances the purchaser will not be permitted to show the outstanding title to defeat the payment of the purchase money. Fludyer v. Cocker, 12 Ves. 25; Fleetwood v. Green, 15 Ves. 594; Murrell v. Goodyear, 1 De Gex, Fish. & J. 432."

Mrs. Stichel Is Entitled to Specific Performance of the Contract

The contract contains all the elements necessary for a decree of specific performance. Miller on Equity Procedure, Sec. 679. It is stated in the above mentioned section of Miller:

"Sec. 679. In general.--With respect to the essential ingredients of a Contract sought to be specifically enforced it is said that no rule is better established than that every agreement to merit the interposition of a court of equity in its favor, must be fair, just, reasonable, bona fide, certain in all its parts, mutual, useful, made upon a good or valuable consideration, not merely voluntary; * * "

In the case of Caplan vs. Buckner, 123 Md. 590, specific performance was awarded a grantor of leasehold property where part of the purchase price was secured by a purchase money mortgage.

In Aray vs. Baer, 112 Md. 541-544, and also in Potomac vs. Miller, 118 Md. 405, specific performance was granted although plaintiff's title was by adverse possession.

Equity Regards That as Done Which Ought to be Done

Illustrations of this equitable principle are found in Phelps' Jurisdictional Equity, Secs. 205-214, and Bispham's Principles of Equity, 8th Ed., Sec. 44. See also Ginsberg on Mortgages and Other Liens, pp. 98-100; 41 Corpus Juris, Sec. 47, p. 300.

In accordance with this maxim the complainant is entitled to be placed in the same situation she would have been in if the purchasers had carried out their contract by making settlement on June 11, 1952. If settlement had been made at that time, taxes would have been adjusted to the date of settlement and interest on the mortgage would have accrued and been payable on December 11, 1952, together with the first installment on the mortgage debt of $2333.33. Also, the purchasers would have insured the property against loss by fire to the extent of the mortgage debt. The purchasers have been continually in possession of said property and have defaulted in their contract and accordingly, the complainant is entitled under the equitable maxim quoted above to be placed in the situation she would have been in if the purchasers had carried out their contract in accordance with its terms. Therefore, the decree should require the purchasers to do all things necessary for the above purpose within a reasonable time and if they fail to do those things within the time limited then the court should decree a sale of the property, as it appears from the testimony that the fire insurance on the property has been canceled by the insurance company, taxes have not been paid, interest has not been paid on the balance of the purchase money and the first installment on account of the balance of the purchase money has not been paid as provided in the contract. In addition to this the purchasers are indebted to material men in the amount of $12,000.00, the purchasers are indebted to the Friel Lumber Company for lumber in a large amount, for which a notice that Friel claims a mechanic's lien has been served upon the complainant in this cause, as well as for other large sums.

In 58 Corpus Juris, title "Specific Performance", Section 594, the questions of adjustments for interest, rents and profits are considered. It is there stated:

"Where there is delay in the completion of a contract for the sale or conveyance of real property, an adjustment of the rights of the parties may be made by providing for an accounting as to the rents and profits, or for the payment of interest on the purchase price, and in this regard the general rule is to adjust the rights of the parties so as to give to each as nearly as possible what he would have received if the contract had been performed according to its terms, and the letter of the contract will not be permitted to stand in the way of an equitable adjustment. Where, however, only one of the parties has been in default, and it is not practicable to render to both what each would have had by performance on the day fixed, the party in default must be the loser rather than the other party. While the presence of a specific provision for the payment of interest on the purchase price is not necessary in order to permit the allowance of interest, in accordance with general rules, in the absence of any contravening equity, the terms of a provision in the contract as to payment of interest by the purchaser will be given effect in the case of real or of personal property."

In the case of Brewer vs. Sowers, 118 Md. 681, specific performance was awarded a vendor. Judge Boyd, in delivering the opinion in this case, quoted with approval from 36 Cyc. 754 as follows:

"Where there is delay in completion of the contract compensation may be made to one or the other of the parties by means of the rents and profits, and interest on the price. The general rule is to adjust the rights of the parties so as to give to each as nearly as possible what he would have received if the contract had been performed according to its terms."

See also Liggett vs. Rose, 152 Md. 146,173.

Prayers for Relief

The bill of complaint and the amended bill in this case pray that the contract be specifically enforced and also pray for general relief. Under these prayers, the plaintiff is entitled to have the contract specifically enforced within a certain number of days and if the defendants fail to carry out the decree, then the property may be sold. See Miller on Equity Procedure, Sec. 100; Alexander's Chancery Practice, p. 264 giving a form of bill by a vendor, and page 316 giving the form of decree. See also Carey on Forms, Form No. 828 for bill by vendor, and Form No. 829 for a decree.

Respectfully submitted,

By EDWARD TURNER

ROGER B. WILLIAMS
Roger B. Williams
Solicitors for Complainant

Filed Feb. 19, 1953

OPINION
Filed March 4, 1953

MARY A. STICHEL	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
MELBOURNE W. HUGHES, ET AL.	*	No. 3802

** **

OPINION

Mary A. Stichel, the plaintiff, by a written contract dated October 11th, 1951, agreed to sell to Melbourne W. Hughes and Herbert H. Feuz, at and for the sum of $22,500.00, a certain tract of land (as well as certain personal property) situate in the Fifth Election District of Queen Anne's County, Maryland, west of Grasonville, and between the new United States Route 50 and Jackson's Creek, which said tract, now known as the "Long Point Lodge", was outlined in red on a rought plat attached to the contract, an accurate and exact description of which was to be determined by a survey to be made before the date of final settlement. The contract provided, among other things, for a down payment of $1,500.00, a payment of $1,000.00 on the date possession was taken, and further payments of $1,000.00 on the 11th day of each month from December 11th, 1951, to and including May 11th, 1952; the balance of $14,000.00 to be secured by a three-year purchase money mortgage, with interest at 4% per annum, to be executed on June 11th, 1952, simultaneously with the execution of the deed. It was further provided that payments of $2,333.33 on account of the mortgage debt should be paid, with interest, every six months until the whole debt was paid in full.

The purchasers complied with the terms of the contract to the extent of making payments aggregating $8,500.00, but failed to secure a deed and execute the purchase money mortgage for $14,000.00. Furthermore, the purchasers, having taken possession, constructed certain additions to the building located on the property inquestion when it was sold, and made other extensive improvements for which they expended substantial sums of money.

Upon the failure of the purchasers to make settlement in accordance with the terms of the contract, the plaintiff, on June 20th, 1952, filed a bill for specific performance. Subsequently, on June 30th, 1952, the plaintiff filed a supplemental bill seeking to have her purchase money mortgage declared to be a prior lien to the claims for work done and materials furnished for the additions and improvements above described. Also thereafter the plaintiff filed a petition for

a restraining order to stop the erection o f further improvements, upon which a show-cause order was passed, but which was not made final, apparently because it was not necessary inasmuch as further construction ceased. A petition and an amended petition for the appointment of a receiver was also filed. Obviously, because the person or persons entitled to liens for labor and materials are not parties to this proceeding, there can not be a decision now on the supplemental bill. And, as to the appointment of a receiver, this question was not pressed after the hearing got under way, and the Court assumes the subject has been abandoned.

The defendants, by their answer, admit the execution of the contract, but deny that their failure to consummate the same in accordance with the terms thereof was brought about by any fault attributable to them, and, on the other hand allege that the fault for the delay has been that of the plaintiff. More specifically, they aver certain defects in the title of the plaintiff, namely: (1) that a part of the land sold to the defendants, consisting of a strip of land approximately 1313 by 50 feet across the front of the property 5 feet from the new highway, was granted and conveyed in fee simple by Mary A. Stichel and her deceased husband to J. Rodney King, by deed dated January 1st, 1950, and recorded in Liber N.B.W. No. 5, folio 178, a land record book for Queen Anne's County; and (2) that the right of way, also shown in red on the rough plat attached to the contract, across other land of the plaintiff from the Jackson's Creek road to the property sold encroaches on its north side approximately 10 or 15 feet upon the adjoining lands of Nathan P. Corkran; for which the defendants claim abatement. Furthermore, at the hearing it was claimed that there is a defect in the title to the whole property sold because the deed from the Girard Trust Company, et al., to the Manor Real Estate and Trust Company, dated July 14th, 1924, and recorded in Liber B.H.T. No. 2, folio 518, etc., a land record book for Queen Anne's County, one of the deeds in the chain of title of the land sold, does not specifically designate by name or otherwise the whole tract of which the land sold by the contract herein referred to was a part.

The Court does not understand the position assumed by the defendants with regard to the defects mentioned. In one breath they content that they ought not be required to accept the property sold to them without an abatement for such defects. And in another breath they appear to have abandoned such demands. When they were confronted with the fact that they may have, by their actions, waived, said defects, or when faced with the possibility that the property might have to be resold by this Court in order to adjust the claims of all interested parties, they insist that they are willing to take the property "as is regardless of the defects.

The testimony shows that the defendants entered into possession on or about November 11th, 1951, and had paid to that date on account of the purchase price, the sum of $2,500.00. Thereafter, between November 11th, 1951, and June 11th, 1952, the defendants paid to the plaintiff additional sums aggregating $6,000.00, and during that same period had completed or nearly completed the erection of the additions and improvements hereinbefore mentioned. Furthermore, it appears that the title had not been examined and the very necessary survey had not been completed until after June 11th, 1952, the day fixed by the contract for final settlement, and that no objections to the title were made until after the settlement date. As to the most important defect complained of, the plaintiff testified that she had advised the defendants of the King conveyance before the contract was executed, but this the defendants deny.

However, considering all of the circumstances here present, it appears that the defendants have waived their right to object to the plaintiff's title, or to claim any abatement of the purchase price. A Purchaser originally entitled to examine the vendor's title may subsequently waive that right, either expressly or by implication. If, after the defect in the title is known, the purchaser continues in possession, committing acts of ownership, he thereby waives objection to an acceptance of the title. Miller on Equity Procedure, sec. 695, p. 801. Moreover, it is fundamental that one who enters and continues in possession of property under a contract of sale, cannot be allowed, while affirming the contract, to repudiate it by refusing to comply with an express provision to execute a purchase money mortgage for the balance due by the terms thereof. See Canton Company vs. B. & O. R. R. Co., 79 Md, 424.

Ignoring the fact of waiver for the moment, the Court observes that not much weight may be given to the alleged defect in the deed from the Girard Trust Company, et al., to the Manor Real Estate and Trust Company inasmuch as it would not involve much time and effort to secure from the trust company a confirmatory deed if such is deemed necessary. Nor can any weight be given to the alleged encroachment of the right of way above referred to upon the land of Nathan P. Corkran. The right of way shown in red on the rough plat was not clearly and definitely defined, and if it is a fact that said right of way as shown on the surveyor's plat encroaches on the Corkran land, then said right of way should be moved south to the extent of the encroachment so as to still afford the defendants a 30-foot way or so much of said width as the plaintiff may actually own. However, as to the 1313 by 50 feet strip owned by J. Rodney King across the front of the property sold, it appears that a satisfactory arrangement can be had inasmuch as he testified at the hearing that he was willing to enter into an agreement satisfactory to all parties concerned to locate the entrance to his adjoining property lying to the westward elsewhere upon the property sold in the contract of sale. Therefore an effort should be made to accomplish this end in all fairness to the defendants.

The defendants also contend that because the plaintiff did not tender them a deed on the settlement date at the place set forth in the contract they are not now in default. Such contentions are not only frivolous but ridiculous. There is absolutely no substantial basis for such a contention, particularly in view of the fact that the contract does not provide for such tender. On the contrary the contract does provide that the deed was to have been executed at the expense of the purchasers, including the preparation of the deed. If the purchasers are to pay for the deed, it may be implied that they or their attorney should prepare it and tender it to the seller, and such has been the practice in this jurisdiction for many, many years.

So, without laboring the matter further, it is obvious, and in fact the defendants admit now, and urged at the outset of the hearing, that specific performance should be decreed.

Thus, the only remaining question for the Court to decide, and in fact the only one that has been seriously fought, is what ought to be the position of the parties in interest now. There is an equity maxim to the effect that equity regards as done that which ought to have been done. Applying that maxim to the instant case, it is clear that the plaintiff should be placed in the same position now that she would have been had the defendants complied with the terms of the contract and made settlement on June 11th, 1952, the date fixed by the contract. If settlement had been made then and the purchase money mortgage executed as contractually provided, all taxes due and owing would have been adjusted and paid, interest on the mortgage to December 11th, 1952, would have been paid, the payment on account of the mortgage debt of $2,333.33 due on the same day would have been paid, and the mortgagors would have in effect sufficient fire insurance to to protect the mortgagee in the event of a loss; or otherwise, for the non-performance of any one or more of such requirements, the mortgage would have been in default. The intent of the law as this Court sees it is that the rights of the parties should now be so adjusted as to give to each what he would have received if the contract had been performed according to its terms.

For the reasons assigned the Court, in addition to directing specific performance of the contract by the execution of a deed for the property sold (together with such right of way as is available)simultaneously with the execution of a purchase money mortgage for $11,666.67, with interest at 4% from December 11th, 1952, and providing for five other semi-annual payments of $2,333.33 each with interest, over a period of two and one-half years from said December 11th, 1952, will sign a decree, when presented, embodying the following additional provisions:

(1) That the defendants shall pay all taxes now due and in arrears up to and including December 31st, 1952;

(2) That the defendants shall pay to the plaintiff interest on the sum of $14,000.00 from June 11th, 1952, to December 11th, 1952, a period of six months, at 4% per annum.

(3) That the defendants shall pay to the plaintiff the payment due December 11th, 1952, on account of the principal mortgage debt, in the sum of $2,333.33; and

(4) That the defendants shall cause a policy of fire insurance to be issued to the extent of the plaintiff's insurable interest, and keep such policy in full force and effect; and shall pay to the plaintiff such sums as she has had to expend by way of premiums to keep her interest protected during the period the defendants have been in default;

(5) Provided, however, that the plaintiff shall use all means at her disposal or within her power to bring about forthwith an agreement in writing between herself, the defendants and/or another person or persons to be designated by them, and J. Rodney King, whereby he, the said J. Rodney King, in exchange for a reconveyance to Mary A. Stichel of the land previously conveyed to him by her and her husband, shall simultaneously have conveyed to him (said J. Rodney King) by the plaintiff and defendants and/or another person or persons to be designated by them, another way to the property of J. Rodney King, satisfactory to him, over, across and upon another part of the land sold in the contract of sale, subject, however, to the approval of such agreement by other or subsequent lienors of the defendants; and provided further, however, that the failure to secure the agreement herein mentioned or its approval for any cause shall not affect the operation and effect of the specific performance herein provided, and particularly compliance with the special provisions of paragraphs 1 to 4, inclusive, immediately preceding this paragraph;

(6) That the provisions of said paragraphs 1 to 4, inclusive, without regard to the provisions of paragraph 5 above, shall be complied with within a period of thirty days from the date of the decree; and further, should the defendants fail to comply with said provisions of said paragraphs 1 to 4, inclusive, or any of them within the time specified, then, upon application, this Court will appoint a trustee or trustees with authority to sell the property in question, known as the "Long Point Lodge", upon terms to be then prescribed by the Court, and with directions to apply the proceeds to the payment of the balance of the purchase money, and such other sums as she may be entitled to, to said Mary A. Stichel; and further to pay the balance of the proceeds of sale, after the payment of all costs, commissions and expenses, to the defendants, or such other person or persons as may be rightfully entitled thereto; and

(7) That the costs of this proceeding shall be paid by the defendants, but all costs in connection with the provisions of paragraph 5 above, if, as and when consumated, shall be paid by the plaintiff herein.

Wm. R. HORNEY
Judge

Filed March 4, 1953

DECREE
Filed April 17, 1953

MARY A. STICHEL, Widow, Complainant	:	IN THE
Vs.	:	CIRCUIT COURT
MELBOURNE W. HUGHES	:	FOR
and	:	QUEEN ANNE'S COUNTY
HERBERT H. FEUZ	:	IN EQUITY
and	:	No. 3802
LONG POINT LODGE, INC., Defendants	:	

: : : : :

DECREE

This case standing ready for hearing and being submitted, testimony having been taken in open court, the counsel for the parties were heard and the proceedings read and considered.

IT IS THEREUPON, this 17th day of April, 1953, by the Circuit Court for Queen Anne's County, ADJUDGED, ORDERED and DECREED that the defendants, Melbourne W. Hughes and Herbert H. Feuz, or their nominee, accept from the complainant, Mary A. Stichel, widow, a good and sufficient deed, to be executed and acknowledged agreeably to law conveying the land and premises in the proceedings mentioned and described as sold by the said complainant to the said defendants in fee simple and free and clear of all liens, mortgages and other encumbrances and all the right, title, interest and estate of the complainant in and to the same and simultaneously with the delivery of the said deed the said defendants, Melbourne W. Hughes and Herbert H. Feuz, and their nominee, if any, shall execute, acknowledge and deliver to the complainant a first purchase money mortgage in the usual form now in use in Queen Anne's County conveying said land and premises to the complainant to secure the sum of Eleven Thousand Six Hundred Sixty-Six Dollars Sixty-Seven Cents ($11,666.67), and said mortgage shall provide that the mortgage debt of Eleven Thousand Six Hundred Sixty-Six Dollars Sixty-Seven Cents ($11,666.67) shall be payable in two and one-half (2½) years from December 11, 1952, together with interest thereon at the rate of four per (4%) per annum, accounting from December 11, 1952, and that there shall be paid on account of the principal debt the sum of Two Thousand Three Hundred Thirty-Three Dollars Thirty-Three Cents ($2,333.33), with interest every six months, accounting from December 11, 1952, until the whole of said debt and interest shall have been paid in full.

And it is further ADJUDGED, ORDERED And DECREED that simultaneously with the delivery of said deed and said first purchase money mortgage the defendants, Melbourne W. Hughes and Herbert H. Feuz, shall:

(1) Pay all taxes now due and in arrears between November 11, 1951 and December 31, 1952;

(2) Pay to the plaintiff interest on the sum of Fourteen Thousand Dollars ($14,000.00) from June 11, 1952, to December 11, 1952, a period of six months, at four per cent (4%) per annum;

(3) Pay to the plaintiff the payment due December 11, 1952, proceedings in the sum of Two Thousand Three Hundred Thirty-Three Dollars Thirty-Three Cents ($2,333.33);

(4) Cause a policy of fire insurance to be issued to the extent of the plaintiff's insurable interest, to wit: approximately the sum of $12,000.00, and keep such policy in full force and effect; and pay to the plaintiff such sums as she had to expend by way of premiums since November 11, 1951 to keep her interest protected during the period the defendants, Melbourne W. Hughes and Herbert H. Feuz, have been in default; and

(5) Provided, however, that the plaintiff shall use all means at her disposal or within her power to bring about forthwith an agreement in writing between herself and the defendants, Melbourne W. Hughes and Herbert H. Feuz, and J. Rodney King, whereby he, the said J. Rodney King, in exchange for a reconveyance to Mary A. Stichel of the land previously conveyed to him by her and her husband, shall simultaneously have conveyed to him (said J. Rodney King) by the plaintiff another way to the property of J. Rodney King, satisfactory to him, over, across and upon another part of the land sold in the contract of sale, and provided further, however, that the failure to secure the agreement herein mentioned or its approval for any cause shall not affect the operation and effect of the specific performance herein provided, and particularly compliance with the special provisions of paragraphs 1 to 4, inclusive, immediately preceding this paragraph.

And it is further ADJUDGED, ORDERED and DECREED that the provisions of said paragraphs 1to 4, inclusive, hereinabove set forth, without regard to the provisions of paragraph 5 above, shall be complied with within a period of thirty (30) days from the date of this decree; and further, should the defendants, Melbourne W. Hughes and Herbert H. Feuz, fail to comply with said provisions of said paragraphs 1 to 4, inclusive, or any of them, within the time specified, then, upon application, this Court will appoint a trustee or trustees with authority to sell the property in question, known as the "Long Point Lodge", upon terms to be then prescribed by the Court, and with directions to apply the proceeds to the pay-

ment of the balance of the purchase money, and such other sums as she may be entitled to, to said Mary A. Stichel; and further to pay the balance of the proceeds of sale, after the payment of all costs, commissions and expenses, to the defendants, Melbourne W. Hughes and Herbert H. Feuz, or such other person or persons as may be rightfully entitled thereto.

And it is further ADJUDGED, ORDEREDand DECREED that the costs of this proceeding shall be paid by the defendants, but all costs in connection with the provisions of paragraph 5 above, including survey costs, if, as and when consummated, shall be paid by the Plaintiff herein.

Wm. R. HORNEY
Judge of the Circuit Court
for Queen Anne's County.

Filed April 17, 1953

PETITION
Filed Sept. 1, 1953

MARY A. STICHEL, Widow,	:	IN THE
Complainant	:	CIRCUIT COURT
vs.	:	FOR
Melbourne W. Hughes	:	QUEEN ANNE'S COUNTY
and	:	IN EQUITY
Herbert H. Feuz	:	
		No. 3802
and	:	
Long Point Lodge, Inc., Defendants	:	
	:	

: : :

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary A. Stichel, Widow, Complainant, respectfully shows unto your Honors:

1. That on the 17th day of April 1953, this Honorable Court signed a Decree which provided:

"This case standing ready for hearing and being submitted, testimony having been taken in open court, the counsel for the parties were heard and the proceedings read and considered.

"IT IS THEREUPON, this 17th day of April, 1953, by the Circuit Court for Queen Anne's County, ADJUDGED, ORDERED and DECREED THAT the defendants, Melbourne W. Hughes and Herbert H. Feuz, of their nominee, accept from the complainant, Mary A. Stichel, widow, a good and sufficient deed, to be executed and acknowledged agreeably to law conveying the land and premises in the proceedings mentioned and described as sold by the said complainant to the said defendants in fee simple and free and clear of all liens, mortgages and other encumbrances and all the right, title, interest and estate of the complainant in and to the same and simultaneously with the delivery of the said deed the said defendants, Melbourne W. Hughes and Herbert H. Feuz, and their nominee, if any, shall execute, acknowledge and deliver to the complainant a first purchase money mortgage in the usual form now in use in Queen Anne's County conveying said land and premises to the complainant to secure the sum of Eleven Thousand Six Hundred Sixty-six Dollars Sixty-Seven Cents ($11,666.67), and said mortgage shall shall provide that the mortgage debt of Eleven Thousand Six Hundred Sixty-Six Dollars Sixty-Seven Cents ($11,666.67) shall be payable in two and one-half (2½) years from December 11, 1952, together with interest thereon at the rate of four per (4%) per annum, accounting from December 11, 1952, and that there shall be paid on account of the principal debt the sums of Two Thousand Three Hundred Thirty-Three Dollars Thirty-Three Cents ($2,333.33), with interest every six months, accounting from December 11, 1952, until the whole of said debt and interest shall have been paid in full.

"And it is further ADJUDGED, ORDERED and DECREED that simultaneously with the delivery of said deed and said first purchase money mortgage the defendants, Melbourne W. Hughes and Herbert H. Feuz, shall:

"(1) Pay all taxes now due and in arrears between November 11, 1951 and December 31, 1952;

"(2) Pay to the plaintiff interest on the sum of Fourteen Thousand Dollars ($14,000.00) from June 11, 1952, a period of six months, at four per cent (4%) per annum;

"(3) Pay to the plaintiff the payment due December 11, 1952, provided in the contract of sale filed in these proceedings in the sum of Two Thousand Three Hundred Thirty-Three Dollars Thirty-Three Cents ($2,333.33);

"(4) Cause a policy of fire insurance to be issued to the extent of the plaintiff's insurable interest, to wit: approximately the sum of $12,000.00, and

keep such policy in full force and effect; and pay to the plaintiff such sums as she has had to expend by way of premiums since November 11, 1951 to keep her interest protected during the period the defendants, Melbourne W. Hughes and Herbert H. Feuz, have been in default; and

"(5) Provided, however, that the plaintiff shall use all means at her disposal or within her power to bring about forthwith an agreement in writing between herself and the defendants, Melbourne W. Hughes and Herbert H. Feuz, and J. Rodney King, whereby he, the said J. Rodney King, in exchange for a reconveyance to Mary A. Stichel of the land previously conveyed to him by her and her husband, shall simultaneously have conveyed to him (said J. Rodney King) by the plaintiff another way to the property of of J. Rodney King, satisfactory to him, over, across and upon another part of the land sold in the contract of sale and provided further, however, that the failure to secure the agreement herein mentioned or its approval for any cause shall not affect the operation and effect of the specific performance herein provided, and particularly compliances with the special provisions of paragraphs 1 to 4, inclusive, immediately preceding this paragraph.

"And it is further ADJUDGED, ORDERED and DECREED that the provisions of said paragraphs 1 to 4, inclusive, hereinabove set forth, without regard to the provisions of paragraph 5 above, shall be complied with within a period of thirty (30) days from the date of this decree; and further, should the defendants, Melbourne W. Hughes and Herbert H. Feuz, fail to comply with said provisions of said paragraphs 1 to 4, inclusive, or any of them, within the time specified, then, upon application, this Court will appoint a trustee or trustees with authority to sell the property in question, known as the "Long Point Lodge" upon terms to be then prescribed by the Court, and with directions to apply the proceeds to the payment of the balance of the purchase money, and such other sums as she may be entitled to, to said Mary A. Stichel; and further to pay the balance of the proceeds of sale, after the payment of all costs, commissions and expenses, to the defendants, Melbourne W. Hughes and Herbert H. Feuz, or such other person or person as may be rightfully entitled thereto.

"And it is further ADJUDGED, ORDERED and DECREED that the costs of this proceeding shall be paid by the defendants, but all costs in connection with the provisions of paragraph 5 above, including survey costs, if, as and when consummated, shall be paid by the plaintiff herein."

2. That the Defendants entered an appeal to the Court of Appeals of Maryland from the aforesaid Decree, but have failed to perfect their appeal as will appear from certified copy of letter from Ralph R. Sachs, Esq. to Mr. T. Sorden Pippin, Clerk of the Circuit Court for Anne Arundel County, dated August 22, 1953, filed herewith as "Petitioner's Exhibit No. 1" and prayed to be taken as part hereof.

3. That the defendants have failed to comply with the provisions of said Decree, although the time specified in said Decreehas elapsed and the appeal to the Court of Appeals of Maryland has not been perfected.

WHEREFORE, your Petitioner prays that a Trustee or trustees be appointed by this Honorable Court with authority to sell the property mentioned in these proceedings known as "Long Point Lodge, Inc." upon terms to be prescribed by the Court and with directions to apply the proceeds to the payment of the balance of the purchase money and such other sums to which the Plaintiff, Mary A. Stichel, may be entitled, and further to pay the balance of the proceeds of sale after the payment of all costs, commissions and expenses, to the defendants, Melbourne W. Hughes and Herbert H. Feuz or such other person or persons as may be rightfully entitled thereto, and your Petitioner suggests that Edward Turner, Ralph R. Sachs and Howard Wood, Jr. be appointedtrustees.

AND AS IN DUTY BOUND, ETC.

TURNER & TURNER
Turner & Turner
Centreville, Maryland
Solicitors for Petitioner

Filed Sept. 1, 1953

Law Offices
RALPH R. SACHS
DuPont Circle Bldg.
North 7-1071

August 22, 1953

Mr. T. Sorden Pippin
Clerk of the Circuit Court for
Queen Anne's County
Centreville, Maryland

Dear Mr. Pippin:

Re: Stichel v. Hughes et al.
Chy. No. 3802.

In reply to your letter of August 15, 1953, I wish to state that my client has been unable to arrange for the transcription of the testimony.

Accordingly, it appears he will not be able to further prosecute his appeal unless further information on the matter is furnished me by August 24th.

I regret that my client's inability to prepay the costs of transcribing the testimony makes it impossible to proceed further at this time.

Yours very truly,

(s) Ralph R. Sachs

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the aforegoing is truly taken and copied from the original letter received in the Clerk's Office on August 25th., 1953, from Ralph R.Sachs.

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 August, in the year nineteen hundred and fifty three.

T. SORDEN PIPPIN
Clerk

Seal's Place

Filed Sept. 1, 1953

Mary A. Stichel, Widow, Complainant	:	IN THE
vs.	:	CIRCUIT COURT
Melbourne W. Hughes	:	FOR
and	:	QUEEN ANNE'S COUNTY
Herbert H. Feuz	:	
and	:	IN EQUITY
Long Point Lodge, Inc., Defendants	:	NO. 3802

ORDER

Upon the foregoing Petition, it is this 1st day of September, 1953 by the Circuit Court for Queen Anne's County, Sitting in Equity, ADJUDGED, ORDERED AND DECREED that the property mentioned in these proceedings known as "Long Point Lodge, Inc." be sold at public sale, and that Edward Turner, Ralph R. Sachs and Samuel E. W. Friel, be and they are hereby appointed trustees to make said sale, and that the course and manner of their proceedings shall be as follows:

They shall first file with the clerk of this Court, a Bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Forty Thousand Dollars conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Queen Anne's County as they shall think proper, of the time, place, manner and terms of sale, which shall be one third cash on the day of sale and the balance upon final ratification of sale, and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; the purchase shall be entitled to possession upon making the initial payment; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, 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 costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Wm. R. HORNEY
Judge

Filed Sept. 1, 1953

Certified Copy of Bond
Filed Sept. 4, 1953

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourth day of September in the year nineteen hundred and fifty three, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS:

That we, Edward Turner, of Centreville, Queen Anne's County, Maryland, Samuel E. W. Friel, Jr. of Queenstown, County and State aforesaid, and Ralph R. Sachs, of Washington, District of Columbia, as Principals, and THE UNITED STATES FIDELITY & GUARANTY COMPANY, a body corporate, 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 FORTY THOUSAND DOLLARS ($40,000.00), 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 4th day of September, in the year nineteen hundred and fifty-three.

WHEREAS, the above bounden, Edward Turner, Samuel E. W. Friel, Jr., and Ralph R. Sachs, 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 Stichel vs. Hughes, et al, being Chancery Cause No. 3802, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, Edward Turner, Samuel E. W. Friel, Jr., and Ralph R. Sachs, 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:

VIRGINIA S. WHITE	SAMUEL E. W. FRIEL JR. (SEAL)
VIRGINIA S. WHITE	RALPH R. SACHS (SEAL)
VIRGINIA S. WHITE	EDWARD TURNER (SEAL)

ATTEST:

U. S. F. & G. Company

VIRGINIA S. WHITE

BY: B. HACKETT TURNER JR.
B. Hackett Turner Jr.
Attorney-in-fact

Corporate Seal.

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed Sept. 4, 1953

T. Sorden Pippin, Clerk

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing is truly taken and copied from Liber A.S.G.Jr. No. 1, folio 374, a Bond Record Book for Queen Anne's County.

Clerk's Seal

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Fourth day of September in the year nineteen hundred and fifty-three.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE
Filed Dec. 13, 1953

MARY A. STICHEL, Widow Complainant	:	IN THE CIRCUIT COURT
vs.	:	FOR
MELBOURNE W. HUGHES and HERBERT H. FEUZ and LONG POINT LODGE, INC., Defendants	:	QUEEN ANNE'S COUNTY IN EQUITY NO. 3802

: : : : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

The report of Edward Turner, S.E.W. Friel, Jr. and Ralph R. Sachs, Trustees, appointed by the Decree in the above entitled case to make the sale of the property in Queen Anne's County, Maryland, described as follows:

ALL of that tract of land, improved by a valuable frame, brick and cinder block building with restaurant, night club, snack bar, and large dining room facilities along with necessary kitchen and service space, also living accomodations, situate, lying, and being in the Fifth Election District of Queen Anne's County, State of Maryland, near the town of Grasonville, located on the northerly side of the new relocated Md. U.S. Route 50, being a part of the lands conveyed unto Otto Stichel, et al, by the Manor Real Estate & Trust Company, Inc., and others, and described as follows, to wit, according to a survey of said land made by J.B. Metclafe, a registered land surveyor, in May of 1952;

BEGINNING for the same at a point on the center line of a 30-foot wide private way, where said center line intersects the westerly line of the new State Road lands at the entrance of Jackson Avenue (said State Road line is marked by two concrete monuments, the first one is set on the northerly line of the main 200-foot wide State Road right of way, and the second is set on the westerly side of Jackson Avenue, course and distance between the said two monuments is North 57 deg. 44 min. east, 130.50 feet), and running (1) Thence by and with the line of said State

Road lands the two following courses and distances, to wit:

South 57 deg. 44 min. west, 75.10 feet to a concrete monument set on the northerly line of the 200-foot wide State Road right of way; thence North 68 deg. 45 min. west, 1313.20 feet to a concrete monument set on a division line of the J. Rodney King land mentioned in a deed from Mary Stichel dated January 27, 1950, recorded in Liber N.B.W. #5, folio 178;

(2) Thence by and with the lands of the said J. Rodney King North 00 deg. 55 min. east, 475 feet, more or less, to the center line of the east fork of Muddy Creek;

(3) Thence continuing with the King lands along the center line of the east fork of Muddy Creek in a westerly direction to the center line of Muddy Creek, and thence continuing in a northerly direction along the center line of Muddy Creek to a point in the line of other lands of Mary Stichel;

(4) Thence by and with the other lands of said Stichel and down the center of a 40 foot wide canal South 69 deg. .07 min. east, 1050 feet, more or less, to a hub set on the center line of and at the easterly end of the said 40 foot wide canal;

(5) Thence continuing with a new division line the three following courses and distances:

South 72 deg. 57 min. east, 284.50 feet to a concrete monument;
South 13 deg. 23 min. west, 716 feet along the westerly side of a 30 foot wide right of way to the center line of the first mentioned 30 foot wide-way that leads to said State Road; thence down the said center line South 55 deg. .07 min. east, 378.80 feet to the point of beginning, containing 22 acres of land and water, more or less, in area, the land area being approximately 17 acres, and the water area being approximately 5 acres;

SUBJECT TO a right of way of ingress and egress from the J. Rodney King lands 50 feet wide, the southerly line of same being 5 feet northerly from the northerly line of the new 200 foot wide State Road right of way and parallel to said State Road right of way and extends from the westerly line of Jackson Avenue to the easterly line of the J. Rodney King land a distance of 1313.00 feet, more or less;

BEING all of the land and premises intended to pass under the Contract of Sale between Mary A. Stichel, widow, and Melbourne W. Hughes and Herbert H. Fuez dated the 11th day of October, 1951, said Contract being filed with and appearing among the papers in this Chancery proceeding.

In the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of their trust as presecribed by said Decree which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Queen Anne's Record Observer, a newspaper published in Queen Anne's County, Maryland, for more than three (3) successive weeks preceding the day of sale, said Trustees did, pursuant to said notice, on Tuesday, the 6th day of October, 1953, at 1:30 p.m. attend in front of the Court House in Centreville, Maryland, and did then and there sell the said property to Mary A. Stichel for the sum of TWENTY FIVE THOUSAND ONE HUNDRED DOLLARS. That the said Mary A. Stichel paid a deposit of EIGHT THOUSAND THREE HUNDRED SIXTY SIX DOLLARS AND SIXTY SEVEN CENTS ($8,366.67).

EDWARD TURNER
Edward Turner

S.E.W. FRIEL JR.
S.E.W. Friel, Jr.

RALPH R. SACHS
Ralph R. Sachs
TRUSTEES.

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

I HEREBY CERTIFY, that on this 13th day of October, 1953, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward Turner and S.E.W. Friel, Jr., two of the Trustees, and made oath 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.

AS WITNESS my hand and notarial seal.

Notary
Public
Seal.

VIRGINIA S. WHITE
Notary Public

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, that on this 12th day of October, 1953, before me the subscriber, a Notary Public in and for the District of Columbia personally appeared Ralph R. Sachs, one of the Trustees, and made oath 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.

AS WITNESS my hand and notarial seal.

Notary
Public
Seal.

DOROTHY M. SUTTON
Notary Public

My Commission Expires Aug. 14, 1957

Filed Dec. 13, 1953

MEMORANDUM, ORDER OF COURT AND
FINAL RATIFICATION OF SALE.
Filed Dec. 23, 1953

MARY A. STICHEL	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
MELBOURNE W. HUGHES, et al.	:	NO. 3802

: : : : : : : : :

MEMORANDUM

This proceeding is presently before the Court upon the exceptions to the Ratification of the Sale filed by Julius A. Weis, the substituted purchaser.

The exceptions, among other things, allege that the title to the tract of land, which is the subject matter of this suit, is defective in that the deed from the Girard Trust Company, Trustee, and Noel W. Smith to the Manor Real Estate and Trust Company dated July 14, 1924 and recorded in Liber B.H.T. No. 2, folio 518, etc., a Land Record Book for Queen Anne's County Maryland, does not convey the tract of land above referred to.

Testimony was taken before one of the regular examiners of this Court, whereupon the matter was referred to the Court without argument for a decision,

An examination of one of the Exhibits filed with the testimony unquestionably shows that the property in question was sold to Noel W. Smith as a part of Parcel No. 3 "embracing all the property, wharves, landing places on the Chester River,"

Moreover, the testimony shows that the Maryland, Delaware and Virginia Railway Company owned said property before its sale to Noel W. Smith. The testimony further shows that Noel W. Smith and his assignee, The Manor Real Estate and Trust Company, and Otto Stichel and Mary A. Stichel, his wife, since July 8, 1924,have held open, notorious, adverse, exclusive and continous possession of said property.

In Lannay vs. Wilson--30 Maryland 536--it was held that it is an inference of law, and not of fact, that a Trustee is presumed to have done that which he was required by law to do. There is no doubt that the Girard Trust Company sold the property in question to Noel W. Smith and it was its duty to convey the property to his assignees. Not having done so, the law presumes after this lapse of time that it did so convey even though the deed does not specifically mention the property in question. In addition to this, it is clear that Mary A. Stichel and her predecessors in title have adversely held possession of the property for twenty-nine years.

For the reasons assigned, the exceptions will be over-ruled and the sale will be ratified.

Wm. R. HORNEY
Judge

Filed Dec. 23, 1953

ORDER OF COURT

In conformity with the aforegoing Memorandum, IT IS ORDERED this 23rd day of December, 1953, that the exceptions to the Ratification of Sale filed herein by Julius A. Weis on December 22, 1953 be and they are hereby over-ruled.

Wm. R. HORNEY
Judge

Filed Dec. 23, 1953

FINAL ORDER OF RATIFICATION

ORDERED this 23rd day of December, 1953, by the Circuit Court for Queen Anne's County, In Equity, that the sale of the real estate made and reported in this cause by Edward Turner, S.E.W. Friel, Jr. and Ralph R. Sachs, Trustees, be and the same is hereby finally Ratified and Confirmed, no sufficient cause to the contary thereof having been shown, although notice appears to have been given as required by the preceding Order Nisi, and the Trustees are allowed the usual commissions and such proper expenses, not personal, as they shall produce vouchers therefor to the Auditor.

Wm. R. HORNEY
Judge

Filed Dec. 23, 1953

DECREE
Filed Jan. 8, 1954

MARY A. STICHEL

vs.

MELBOURNE W. HUGHES, et al.,

and

SAMUEL E. W. FRIEL, JR., et al.,

vs.

MARY A. STICHEL, et al.

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

Causes Nos. 3802 and 3845
Consolidated

DECREE

The proceedings in the above captioned causes having been read and considered, and the proceedings in Cause Number 3845 having been submitted for decision after hearing, IT IS, this 8th day of January, 1954, ADJUDGED, ORDERED and DECREED, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, and in accordance with the memorandum opinion of said Court filed in Cause Number 3845 on January 6, 1954, that the right, title and interest of Edward G. Feuz, Herbert H. Feuz, Melbourne W. Hughes, Long Point Lodge, Inc., a Maryland corporation, and The Feuz Contracting Corporation of Maryland, a Maryland corporation, respondents in Cause Number 3845, of, in and to the proceeds of sale of the property sold in Cause Number 3802 is hereby declared to be subject to a mechanic's lien in favor of Samuel E.W. Friel and James R. Friel, Co-Partners trading as Friel Lumber Company, complainant in Cause Number 3845, in the sum of Seven Thousand Three Hundred Seventy-Two Dollars and Ninety-Eight Cents ($7,372.98) with interest thereon from September 18, 1952, and the costs of said Cause Number 3845, said right, title and interest being first subject only to the payment of the proper costs of Cause No. 3802 and to the Vendor's lienof Mary A. Stichel.

Wm. R. HORNEY
Judge

Filed Jan. 8, 1954

EXCEPTIONS TO AUDIT
Filed Jan. 21, 1954

Mary A. Stichel vs. Melbourne W. Hughes, et al., and Samuel E. W. Friel, Jr., et al., vs. Mary A. Stichel, et al.	In the Circuit Court for Queen Anne's County in Equity. Causes Nos. 3802 and 3845 Consolidated.

Exceptions to Audit

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Samuel E. W. Friel Jr. and James R. Friel, co-partners trading as Friel Lumber Company, by Gibson and Wood, their attorneys, except to the report and account of the auditor of this Court filed herein on January 12, 1954, in the following respect, to wit: they except to the allowance of the claims filed by Claude Lowery, Treasurer of Queen Anne's County, for taxes due on the personal property assessed to Long Point Lodge, Inc., in the total sum of $178.06, the same being taxes for the year 1952 and 1953, and say that no part of said taxes for either year is chargeable against the proceeds of sale distributed by said auditor's report and account; and these exceptants assign the following grounds for their exceptions:

(1) that the County Treasurer had no lien upon the property sold in this cause nor has he a lien upon the proceeds of its sale;

(2) that the authority cited by the auditor is not pertinent, inasmuch as the personal property in this case is not assessed to the transferor of the real estate, who is Mary A. Stichel; and

(3) for other reasons to be shown at the hearing on these exceptions.

Gibson and Wood

By HOWARD WOOD, 3rd

Solicitors for exceptants

I certify that I left a copy of the above exceptions at the office of John Palmer Smith, attorney for Claude Lowery, County Treasurer, at Centreville, Maryland, this 20th day of January, 1954.

HOWARD WOOD, 3rd
(Howard Wood, 3rd)

Filed Jan. 21, 1954

Exceptions dismissed, this 29th. day of January, 1954, pursuant to the memorandum filed this date.

Wm. R. HORNEY
Judge.

Filed Jan. 29, 1954

MEMORANDUM
Filed Jan. 29, 1954

MARY A. STICHEL

vs.

MELBOURNE W. HUGHES, ET AL.

*****

SAMUEL E. W. FRIEL, JR., ET AL.,

vs.

MARY A. STICHEL, ET AL.

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

Nos. 3802 and 3845
Consolidated

MEMORANDUM

This proceeding is again before the Court on the exceptions of Samuel E. W. Friel, Jr., and James R. Friel, co-partners, Trading as Friel Lumber Company, to the Ratification of the Audit filed herein on January 21st, 1954, in so far as the auditor allowed the claims of Claude Lowery, Treasurer of Queen Anne's County, for taxes due on the personal property assessed to Long Point Lodge, Inc., in the total sum of $178.07 for the years 1952 and 1953.

The exceptants, as reasons for excepting, allege that said taxes are not chargeable against the proceeds of sale distributed by the auditor's report and account, principally because (1) The County Treasurer had no lien upon the property sold in Cause No. 3802 or the proceeds of the sale thereof; (2) That the personal property in question was not assessed to the transferor of the real estate, Namely, Mary A. Stichel; And, assigned at the hearing: (3) That the Long Point Lodge, Inc., was not such an owner of the property in question as it could be assessed therefor.

The auditor cited as his authority for the allowance of such taxes the case of "J. Thomas Clark vs. C. Percy Arrington, Treasurer of Queen Anne's County," being Law No. 320 on the docket of the law side of this Court. In that case the question was whether or not the treasurer might be compelled to endorse on the deed then in question a certificate that all taxes had been paid until the personal property taxes had also been tendered and paid. In that case the real estate, which had been soldunder a mortgage, was owned by the tenants by the entireties, who were also assessed with taxes on the personal property, and one of the tenants had other real estate assessed in his name alone.

In this case the Court must decide what it did not decide in Law No. 320, that is, whether or not taxes due on personal property assessed to the assignee of the vendees may be collected out of real estate or the proceeds thereof assessed to the vendor, but belonging to said vendor and/or the assignee of the vendees.

Code Art 21, section 18(3) provides that no property may be transferred on the assessment records until all taxes due on said property have been paid to the treasurer and until "all taxes on personal property due by the transferor have been paid when all of the real estate owned by him in such county is being transferred."

The exceptants contend that because the real estate was assessed to Mary A. Stichel, the Vendor, she was in fact the transferor, and the only owner who could legally be assessed with the real estate in question. They rely upon the provisions of Article 81, sections 3(c) and 7(1). On the other hand the County Treasurer contends that the Long Point Lodge, Inc., to which the personal property was assessed, being the equitable owner of the real estate, the taxes on the personal property should be paid out of the proceeds of sale.

The question of who is and who is not the transferor in this case is not too important. Actually the trustees appointed by the Court to make the sale were the transferors. Conceivably the holder of the bare legal title and the equitable owner were involuntary transferors. However, the important question is who owned the real estate sold in these proceedings.

If when the owner of the real estate in question entered into the agreement for its sale and a conveyance to the purchasers of their nominee, the owner held said real estate in trust for the purchasers of their nominee or assignee, and the purchasers and their assignee became trustees of the purchase money for the vendor, and the purchasers or their assignee, being thus in equity the owner, must bear any loss which may happen, and is entitled to any benefit which may accrue---and that is the law---30nMd. 301, 106 Md. 290, 134 Md. 62.---then it is the opinion of this Court that the real estate in question could have been legally assessed to both the vendor and the assignee of the vendees under article 81, Section 7(1), because they were in fact the owners of said real estate. The mere fact that the property remained assessed to the vendor alone did not affect the nature of the ownership of the respective parties, and cannot affect the right of the county treasurer to have his claims for taxes on the personal property of the Long Point Lodge, Inc., the equitable owner, paid out of the proceeds of the real estate which was sold to satisfy the lien of Mary A. Stichel, who was the holder of the bare legal title, for the unpaid balance of the purchase money due her by the equitable owner under the agreement of sale.

For the reasons assigned the exceptions will be dismissed and the audit will be ratified as to the allowance of said taxes on said personal property upon the expiration of the time fixed in the audit nisi, and the remainder of said audit will also be ratified unless other exceptions are filed within the time allowed by the nisi order.

Wm. R. HORNEY
Judge

Filed Jan. 29, 1954

Audit
Filed Jan. 12, 1954

Mary A. Stichel

vs.

Melbourne W. Hughes, et al

and

Samuel E. W. Friel, Jr, et al

vs.

Mary A. Stichel, et al

In The Circuit Court for
Queen Anne's County In
Equity Causes Nos. 3802
and 3845 Consolidated

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your honors respectfully represents:

1. That this account is stated at the request of Edward Turner and Samuel E. W. Friel, two of the trustees in Cause No. 3802, who were duly appointed as such trustees by decree of this court, dated September 1, 1953.

2. That prior to the statement of this account, causes numbered 3802 and 3845 were consolidated by order of this court dated January 8, 1954.

3. That in the within account the trustees are charged with the gross proceeds of the same made by them, per their report of sale filed, and that they are then allowed thereout as follows: their commissions in accordance with the rules of court, the court costs of this cause, and advertising costs per statement filed, including nisi of sale and audit, the auctioneer's fee for crying sale, per receipt filed, taxes on the real estate sold in these proceedings per receipt filed, custodian charges per statements filed, and other miscellaneous charges per statements filed; all of which were filed in cause no. 3802. In addition thereto, the claims of the County Treasurer, Claude Lowery, for taxes due on the personal property assessed to Long Point Lodge, Inc., were allowed in the sum of $178.06, the same being taxes for the years 1952 and 1953, see J. Thomas Clark versus C. Percy Arrington, Treasurer of Queen Anne's County, Maryland, Law No. 320, Circuit Court of Queen Anne's County. Also, the auditor's fee was allowed herein.

4. Thereafter, claims of Mary A. Stichel for taxes on the real estate sold in these proceedings was allowed in the sum of $82.63, and fire insurance premiums in the sum of $188.00, both in accordance with decree of this court in cause no. 3802, dated April 17, 1953, and than Mary A. Stichel was allowed the sum of $14,000.00, in accordance with the aforesaid decree and decree of this court dated January 8, 1954 in the consolidated causes; however no interest was allowed on said claim in view of waiver of interest of Mary A. Stichel, dated January 6, 1954, and filed in the consolidated causes. From the said principal sum allowed Mary A. Stichel, the claim of J. B. Metcalfe, surveyor, was allowed in the sum of $100.00, and which sum the said trustees were directed to pay, in her behalf.

5. That the balance of said proceeds of sale were distributed as follows, to wit: the court costs of cause No. 3845, per statement of clerk, were allowed the said trustees, and the balance of said proceeds which amount to $6873.18, were allowed the claim of Samuel E. W. Friel, Jr., and James R. Friel, co-partners trading as Friel Lumber Company, in accordance with decree of this court dated January 8, 1954, and the trustees were directed to deduct the sum of $19.00, which represents

J. THOMAS CLARK
Auditor

January 11, 1953

costs of filing the mechanic's lien of Samuel E. W. Friel, Jr, et al against Mary A. Stichel, et al, with the clerk of the court, from the sum allowed the said Samuel E. W. Friel, Jr, et al, That in view of the waiver of interest filed in behalf of Samuel E. W.Friel, Jr., et al, there is a deficiency in the sum of $499.80 due this claimant on his lien.

6. That to establish the claims of Mary A. Stichel, allowed in this account, it was necessary to take her sworn testimony, and to establish the payment of the insurance claims, it was necessary for this accountant to call The Mutual Fire Insurance Company of Kent County, Maryland, by phone, who verified that Mary A. Stichel did make a payment of $114.70 during the month of December, 1952 on a $5,000.00 fire insurance policy, and a payment of $282.00 on a $15,000.00 fire insurance policy in December, 1953. The other claims were supported by receipts, which are filed with this account. In the instance of the $15,000.00 fire insurance policy, only the sum of or the premiums for the sum of $12,000.00 were allowed in accordance with decree of this court dated April 17th, 1953, and which amounted to $188.00 for a period ten months, at which time the policy was transfered to the trustees in Cause No. 3802. In view of the deficiency, no other claim filed in Cause No. 3802 was allowed.

Respectfully submitted,

J. THOMAS CLARK
Auditor

January 11, 1954

Filed Jan. 12, 1954

Cause No. 3802
and Cause No.
3845

The proceeds of the sale of land reported in Cause No. 3802, which has been consolidated with Cause No. 3845, in account with Edward Turner, Ralph R. Sachs, and Samuel E. W. Friel, Trustees, appointed by this honorable court to make the sale in the proceedings in Cause No. 3802 (and vendors of said land).

1953 Cr.
Oct. 6 By gross proceeds of the sale of said land, per report of said vendors, to wit:.....$25,100.00

1953 Dr.
Oct. 6 To Edward Turner, Ralph R. Sachs, and Samuel E.W. Friel, trustees (and vendors) for their commissions for making the sale, per report of sale and order of court.....$1049.00

To do., for court costs of Cause No. 3802, per clerk's statement for same exhibibited:

Costs of T. Sorden Pippin, Clerk.....	$148.00	
Costs of Sheriff of Queen Anne Co.....	14.85	
Costs of Sheriff of Kent County.....	.75	
Costs of Harry C. Butler, Examiner.....	10.00	
Appearance fee of Turner and Turner and Roger B. Williams.....	10.00	
Appearnace fee of Ralph R. Sachs.....	10.00	
Virginia White, stenopgrapher.....	25.00	218.00

To do., for an amount paid J. Elmer Anthony, auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:..... 250.00

To do., for an amount due Turner and Turner (Agents) for the premium on the corporate surety bond of said trustees, per statement for the same exhibited 160.00

To do., for an amount due the Queen Anne's Record-Observer, for advertising the notice of public sale, and the nisi to said sale, per their statement for the same exhibited..... 106.50

To do., for an amount due The Salisbury Times for publishing the notice of sale, per their statement for the same exhibited..... 23.00

To do., for the costs of publishing the nisi to this audit in the Queen Anne's Record-Observer, the sum of..... 5.00

To do., for an amount due The Easton Star-Democrat, for publishing the notice of sale, per their statement for the same exhibited..... 18.75

To do., for an amount due The Caroline Sun for printing sale bills of said sale, per its statement for the same exhibited..... 15.00

To do., for an amount due The Daily Banner for publishing the notice of sale, per its statement for the same exhibited..... 29.40

January 11, 1954 J. THOMAS CLARK
Auditor

To do., for an amount due The Eastern Shore Public Service Company of Maryland for electric furnished the premises sold in these proceedings at the request of said trustee's, per its statement for the same exhibited..... 38.40

To do., for an amount due George C. Tagg, for employment by said trustees as custodian for 22 days @ $10.00 per day and 80¢ for telephone calls, per his statement for the same exhibited.... 220.80

To do., for an amount due Charles E. Hurley, for employment by said trustees as custodian for 11 days @ $10.00 per day and 55¢ for telephone calls, per his statement for same exhibited..... 110.55

To do., for an amount due Mary C. Stichel, for money advanced by her at the request of said trustees, to Edward G. Feuz for 34 days custodian service at the rate of $6.00 per day, per receipt of Edward G. Feuz, et. al. and testimony of Mary A. Stichel, hereby enclosed..... 204.00

To do., for an amount paid Claude Lowery, Treasurer of Queen Anne's County, Maryland, for state and county taxes for the year 1953 on the real estate sold in this proceeding, per receipt for the same exhibited. 479.96

To do., for an amount due Roger B. Williams, for money advanced by him at the request of said trustees, to

The Sun Newspapers, for publishing the notice of sale, per his receipt for the same exhibited..... 18.60

To do., for an amount due Ralph R. Sachs, for money advanced by him at the request of said trustees, to Evening Star Newspaper, Washington, D.C. for publishing the notice of sale, and to the Dupont Secretarial Services, Washington, D.C., for preparing and mailing personal notices of sale to brokers, per his receipts for the same exhibited and affidavit of same.....178.09

To do., for an amount due Claude Lowery, Treasurer of Queen Anne's County, Maryland, for taxes due by Long Point Lodge, Inc., on personal property for the year 1952 and up to and including the year 1953, with interest to the 1st day of September, 1953, per the claim of said treasurer filed in this cause.....178.06

To do., for an amount due W. M. Freestate, Agent, for premiums on fire insurance issued to said trustees, at a pro-rata basis from Sept. 4, 1953 to Dec. 28, 1953, per statement for the same exhibited.....265.42

J. THOMAS CLARK
Auditor

January 11, 1954

To do., for an amount due The Mutual Fire Insurance Company of Kent County, Maryland for fire insurance premiums from Dec. 2 to 28, 1953, per statement for the same exhibited..... 22.40

To do., for an amount due Mary A. Stichel for fire insurance premiums paid by her from Oct. 6, 1953 to Dec. 2, 1953, per statements and other information obtained and exhibited..... 44.04

To do., for an amount due Friel Lumber Company for fire insurance premiums paid by them from Oct. 6, 1953 to Dec. 28, 1953, per statement and other inforamtion obtained and exhibited..... 34.27

To J. Thomas Clark, auditor, for stating this audit.... 90.00

To balance carried forward prior to disbursements of priority claims by decree and to lienors in both proceedings.....21340.16

$25100.00 $25,100.00

Cr.

To balance brought forward prior to allowance of claims or lienors decreed by court in both causes..... $21,340.16

Dr.

To Mary A. Stichel the following payments, as claims in accordance with decree of this court dated April 17, 1953, and by her vouchers produced herein or by testimony filed herewith or other information, the following sums, to wit:
1-Claim for taxes on real estate sold in this proceedings...../ $82.63
2-Insurance (fire) for year 1952..... 114.70
3-Fire Insurance from 12/2/52 to 9/1/53 on $12,000..... 188.00 385.33

To Mary Stichel, as payment in full of her claim per orders of court dated April 17, 1953 and January 8, 1954, and waiver of interest filed January 6, 1954, for which a release shall be executed by said lienor to said trustees in the sum of.....$14000.00
Less sum to be paid by trustee from its funds on hand to J.B. Metchalfe, Surveyor, from his statement exhibited, only, the sum of..... 100.00 13900.00
To surveyor costs deducted above..... 100.00
To balance carried forward for distribution under decree of court and its order in Chancery #3845.... 6954.83

$ 21340.16 $21,340.16

J. THOMAS CLARK
Auditor

January 11, 1954

Cr.

By balance brought forward, under and by decree of court in Causes #3802 and 3845, for distribution to lienor and other costs in Cause #3845.....$6954.83

Dr.

To said trustee for court costs of cause no. 3845, per Clerk's statement for the same exhibited, to wit:
Costs of T. Sorden Pippin, Clerk.....$35.60
Costs of E. Gretzinger, court reporter.... 21.30
Costs of Sheriff of Queen Anne's County... 4.75
Appearance fee of Gibson & Wood..... 10.00
Appearance fee of Roger B. Williams, Turner & Turner and Ralph R. Sachs..... 10.00 $81.65

To Samule E. W. Friel and James R. Friel, co-partners trading as Friel Lumber Company, in accordance with their waiver of interest of January 6, 1954, filed in case #3845, and in accordance with decree of this court dated January 8, 1954, as a partial payment on their claim of $7372.98 (the same being a lien by decree of court), and for which a release to said trustees shall be executed, the sum of $6873.18
Less the sum of, and/or for court costs per statement of the Clerk(T. Sorden Pippin, Clerk) for the charges of filing the mechanic's lien in Cause #3845, To wit:
Costs of T. Sorden Pippin, Clerk..$14.00
Appearance fee of Gibson & Wood... 5.00 19.00 6854.18

To costs deducted above..... 19.00

$ 6954.83 $6954.83

January 11, 1954

J. THOMAS CLARK
Auditor

Filed Jan. 12, 1954

Mary A. Stichel, one of the parties to this suit, being of lawful age, and after being duly sworn did depose and says as follows, to wit:

Q. State your name, residence and occupation, and whether or not you are a party to this suit?

A. Mary A. Stichel, Grasonville, Maryland, and am a housekeeper, and I am the plaintiff in the suit of Mary A. Stichel versus Melbourne W. Hughes, et al

Q. I hand you this paper writing and ask you to state what it is?

A. It is a receipt showing the payment of taxes of Queen Anne's County and the State of Maryland for the year 1952, to Claude Lowery, Treasurer of Queen Anne's County, Maryland, and as such, collector of taxes, on certain real estate assessed to Otto M. & Mary A. Stichel, and which real estate is the subject of this suit, and which real estate was occupied by Herbert Fuez and Long Point Lodge, Inc., some of the defendants in this suit.

Q. Who occupied this real estate during the year 1952, that is the real estate for which this receipt shows the payment of taxes on?

A. Herbert Fuez, Melbourne W. Hughes, and Long Point Lodge, Inc.

Q. Who paid these taxes?

A. I did.

Q. Have you ever been reimbursed for the same?

A. No, I have not

Admitted and marked "Exhibit A"

Q. I hand you this paper writing and ask you to state what it is?

A. It is a receipt, dated October 7, 1953, in the sum of $204.00, signed by Edward G. Feuz, as payment to him in full for 34 days custodian service at the rate of $6.00 per day, for money I paid to Mr Feuz at the request of Edward Turner, one of the trustees in this suit.

Q. What actual period ot time did this payment cover at to employment as a custodian?

A. The employment covered from the 3rd day of September, 1953 to the 6th day of October, 1953, which is the period and also the amount Mr. Turner told me to pay Mr. Feuz for.

Q. Have you ever been reimbursed by anyone for this payment?

A. No.

Admitted and Marked "Exhibit B"

Q. Please state whether or not you carried any insurance on the real estate which is the subject matter of this suit from November 11, 1951 to the month of August 1953.

A. Yes, I carried some fire insurance on the improvements.

Q. What amount of fire insurance did you carry between this time?

A. First, from December 2, 1951 to December 2, 1952, I carried a $5000.00 fire insurance policy on this property, and which cost me $114.70 with the Kent County Mutual Insurance Company, which I paid for and for which I have never been reimbursed. Then on December 2, 1952, I obtained a $15,000 year policy on the improvements with the Kent County Mutual Insurance Company for the sum of $282.00 and although I paid for it, no one has ever paid me anything on it. This was the only insurance on the real estate because no one would issue any insurance for the Defendants on this property, and I felt that someone should carry it so that my interests would be protected. I have never received a cent back on the money I paid for this insurance and for both policies I paid the Insurance Company when they issued the policy.

Q. Have you any receipts to show payment of these sums?

A. The only receipt I have is for the payment of the last policy, which I have at home and which I willmail to you as soon as I get home. As for the payment of $114.70, I don't have the receipt but I do have the policy at home which I will mail to you as soon as I get home.

MARY A. STICHEL
Mary A. Stichel

This testimony was taken on January 6, 1954.

January 11, 1954

J. THOMAS CLARK
Auditor

Filed Jan. 12, 1954

FINAL RATIFICATION OF AUDIT

ORDERED, this 6th day of February, 1954, 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.

Wm. R. HORNEY
JUDGE

Filed Feb. 6, 1954

STIPULATION
Aug. 1, 1955

MARY A. STICHEL, Widow Grasonville, Maryland COMPLAINTANT	:	In the
	:	CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
MELBOURNE W. HUGHES, and HERBERT H. FEUZ Grasonville, Maryland DEFENDANTS	:	CAUSE #3802
	:	

STIPULATION

It is hereby stipulated that the following pleadings and other written instruments filed in the above-entitled cause be recorded at length in the proper records in the office of the Clerk of the Circuit Court for Queen Anne's County:

a. Bill of Complaint: Filed: 6-20-52 - Clerk's No. 1 as appears on instrument.

b. Contract of Sale: Filed: 6-20-52 - Clerk's No. 2 as appears on instrument.

c. Subpoena: Filed 6-24-52 - Clerk's No. 4 as appears on instrument.

d. Subpoena: Filed: 6-24-52 - Clerk's No. 5 as appears on instrument.

e. Supplemental Bill of Complaint: Filed 6-30-52 - Clerk's No. 6 as appears on instrument.

f. A nswer to Bill of Complaint: Filed: 7-22-52 - Clerk's No. 8 as appears on instrument.

g. Answer to Supplement Bill of Complaint: Filed: 7-22-52 - Clerk's No. 9 as appears on instrument.

h. Petition for Temporary Restraining Order: Filed 8-12-52 - Clerk's No. 12 and 14 as appears on instrument.

i. Petition for Appointment of Receiver: Filed: 9-19-52 - Clerk's No. 17 and 18 as appears on instrument.

j. Subpoena: Filed: 10-1-52- Clerk's No. 19 as appears on instrument.

k. Amended Petition for the Appointment of a Receiver: Filed: 11-14-52 - Clerk's No. 25 as appears on instrument.

l. Answer to Amended Petition for Appointment of a Receiver: Filed 11-28-52 - Clerk's No. 26 as appears on instrument.

m. Memorandum on Behalf of Mrs. Stichel and Proposed Form of Decree: Filed: 2-19-52 Clerk's No. 34 as appears on instrument.

n. Courts Opinion: Filed: 3-4-53 - Clerk's No. 36 as appears on instrument.

o. Decree: Filed: 4-17-53 - Clerk's No.37 as appears on instrument.

p. Petition for Appointment of Trustees to sell Long Point Lodge and Accompanying Order appointing said Trustees: Filed: 9-1-53 - Clerk's Nos. 43, 44, and 45 as appear on instruments.

q. Certified Copy of Bond: Filed: 9-4-53 - Clerk's No. 46 as appears on instrument.

r. Report of Sale: Filed: 10-13-53 - Clerk's No. 47 as appears on instrument.

s. Memorandum, Order of Court and Final Ratification of Sale: Filed: 12-23-53-Clerk's Nos. 61, 62, and 63 as appear on instruments.

t. Decree: Filed 1-8-54 - Clerk's No.66 as appears on instrument.

u. Audit: Filed 1-12-54 - Clerk's Nos.67 to 73 as appear on instruments.

Respectfully submitted,

EDWARD TURNER
Edward Turner
Attorney for Complaintant and
One of the Trustees in said cause.

Filed Aug. 1, 1955

::
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 January in the year nineteen hundred and fifty-five, the following Bill of Complaint was filed for record, to wit:

C A U S E N O. 3974

QUEEN ANNE'S COUNTY WELFARE BOARD, Centreville, Maryland, Complainant,	In the Circuit Court for
	Queen Anne's County,
vs.	in Equity.
ANNIE L. BROWN Centreville, R.R., Maryland, Respondent.	Cause No. 3974

CREDITORS BILL.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orator, Queen Anne's County Welfare Board, by Richard T. Earle, its attorney, brings this suit for itself as well as for all other creditors of Solomon Brown also known as Saul Brown, who will come in and contribute to the expense to the expenses of this suit, complaining, says:

1. That your orator in the perfomramce of its duty under the Laws of the State of Maryland disbursed Old Age Assistance Payments to Solomon Brown, also known as Saul Brown, in his lifetime, upon his application for same, at the times and in the amounts as set forth in an itemized statement filed herewith marked "Complainant's Exhit No. 1," prayed to be taken as a part hereof and that no part of said amount of $2,149.39 so advanced has been returned and is still owing.

2. That the said Solomon Brown, also known as Saul Brown, a resident of Queen Anne's County, Maryland, died intestate sometime in the month of December, 1954, leaving surviving him as his only heir-at-law, a daughter, the respondent, Annie L. Brown.

3. That the said Solomon Brown, also known as Saul Brown, left no personal estate of any intrinis value, and that no letters of administration have been granted on his personal estate, but died seized and possessed of the following two tracts of real estate situate, lying and being in or near Brownsville in the Third Election District of Queen Anne's County, Maryland, lying adjacent or near each other, to wit: Tract No. 1, consisting of a tract of land containing one acre of land, more or less, improved by a dwelling house in which the said deceased lived at the time of his death, granted and conveyed to the said Solomon Brown under the name of Saul Brown by George W. Frazier and wife by deed dated September 26th., 1884, and recorded in Liber W.D. No. 4, folio 306 & etc., a Land Record Book for Queen Anne's County, a certified copy of which deed marked "Complainant's Exhibit No. 2" is filed herewith as a part hereof: Tract No. 2, consisting of 5 acres, 1 rood and 19 perches of land, more or less, was granted and conveyed to the said Solomon Brown by deed dated December 24th., 1909, by Mariana S. Robinson, which deed is recorded in Liber W.F.W. No. 5, foio 153 &etc., a Land Record Book for Queen Anne's County, a certified copy of which deed marked "Complainant's Exhibit No. 3" is filed herewith and made a part hereof.

TO THE END THEREFORE:

1. That a Trustee may be appointed by this Honorable Court to make sale of the real estate herein described, or so much thereof as may be necessary to pay the claim of your orator and all other creditors of the said Solomon Brown also known as Saul Brown, who shall come in and contribute to the expenses of this suit and to distribute said net proceeds of sale or sales to the payment of said claimd.

2 That your orator may havd such other and furthe_ relief as its case may require.

And as in duty bound etc.

QUEEN ANNE'S COUNTY WELFARE BOARD

By RICHARD T. EARLE
Attorney for Complainant.

Filed Jan. 25, 1955

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

I hereby certify that on this 25th day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Mary H. Davis, Director of the Queen Anne's County Welfare Board, and made oath in due form of law that the respondent, Annie L. Brown is not in the military service nor has not been in such Military Service as defined by the Soldier's and Sailors' Relief Act and amendments, within six months prior to the making of this affidavit, that this information is secured from persons who know said respondent, and that she is the duly authorized Agent of the Complaiant to make this affidavit.

Notary
Public
Seal.

KATHERINE LEWIS
Notary Public

Filed Jan. 25, 1955

Solomon Brown (Also known as Saul Brown)
Centreville, Md.
To: Queen Anne's County Welfare Board - Dr.

The Queen Anne's County Welfare Board, upon the application of Solomon Brown, rendered financial assistance to the said Solomon Brown, in the amounts at the times as herein stated, to Wit:

1948		
March - September	7 months @ $23.95	$167.65
October - November	2 months @ 27.46	54.92
1949		
May	1 month @ 27.46	27.46
June - December	7 months @ 25.46	178.22
1950		
January - December	12 months @ 25.46	305.52
1951		
January - July	7 months @ 26.46	185.22
August - November	4 months @ 28.96	115.84
December	1 month @ 30.96	30.96
1952		
January - December	12 months @ 30.96	371.52
1953		
January - December	12 months @ 30.96	371.52
1954		
January - November	11 months @ 30.96	340.56
		$2149. 39

"Complainant's Exhibit No. 1"

Filed Jan. 25, 1955

Complainant's Exhibit No.2
Filed Jan. 25, 1955

Queen Anne's County, to wit: Be it remembered that on the Fifteenth day of April, in the year One Thousand eight hundred and ninety the following Deed was brought to be recorded, to wit:

This Deed, made this Twenty sixth day of September, in the year Eighteen hundred and eighty four, by us George W. Frazier and Sarah Frazier, his wife, both colored of Queen Anne's County in the State of Maryland, Witnesseth: that in consideration of the sum of Thirty two dollars and fifty cents, We, the said George W. Frazier and Sarah Frazier, his wife, do grant unto Saul Brown also colored, of said County and State, in fee simple, All that part of a lot of land it being a part of a tract called "Bennett's Regulation" situate in the third election district of said County in what is known as Browns' Ville a colored settlement adjoining the lots of John Bryan and William Jackson, which is described within the following lines, metes and bounds, courses and distances, to wit: Beginning at the end of twenty perches and three quarters of a perch from a stone at the South west corner of the lot above described, at the end of the division line between the aforesaid lot above described and the adjoining lot of John Bryan, and running thence North three degrees forty five minutes west ten perches and one quarter of a perch thence South forty eight degrees East twenty seven perches, thence South forty two degrees west seven perches, thence North forty eight degrees west twenty perches to the place of Beginning, containing one acre of land, more or less.

Witness our hands and seals

Test: JOHN E. HARMAN

GEORGE FRAZIER (SEAL)

Her
SARAH X FRAZIER
mark

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this Twenty sixth day of September in the year Eighteen hundred and eighty four, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared George W. Frazier and Sarah Frazier, his wife and did each acknowledge the foregoing Deed to be their respective act.

John E. Harman, J.P.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber W.D. No. 4, folios 206 etc., a Land Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of

Seal's Place

the Circuit Court for Queen Anne's County this Twenty-fifth day of January in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

Complainant's Exhibit No. 3
Filed Jan. 25, 1955

#4266. Q U E E N A N N E ' S C O U N T Y, to wit: be it remembered that on the twenty third day of April, in the year nineteen hundred and fourteen, the following DEED was brought to be recorded, to wit:-

T H I S D E E D, made this twentieth day of December, in the year nineteen hundred and nine, by Marianna S. Robinson, of Queen Anne's County, State of Maryland,

WITNESSETH; that in consideration of the sum of One Hundred and Thirty Two Dollars, the said Marianna S. Robinson does hereby grant and convey unto Solomon S. Brown, his hairs and assigns in fee simple, all that lot, tract or part of parcel of a tract of land situate, lying and being in the third election district of Queen Anne's County, State of Maryland, in what is known as Brownsville and described as follows, to wit:-Beginning at a stone along the public road leading from the Corsica Neck to Queenstown Road, said stone being a boundary for the Green lot now owned by Oliver Clark and running with the edge of said public road south eight degrees forty five minutes west twelve perches to the middle of the public road running through Brownsville from the aforesaid public road; thence with the middle of said public south seventy six degrees thirty minutes east, fourty four perches; thence south fifty eight degrees thirty minutes east, eleven perches to corner of lot opposite a stone, said stone being along the edge of road and a corner for William Wright thence with the land of said William Wright and Brown north one degree forty five minutes east, twenty two and one tenth perches to a large stone a corner for the Green lot; thence with the line of the Green lot north eighty eight degrees west, fifty one and three quarter perches to the place of beginning, containing five acres, one rood and nineteen perches of land, more or less.

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

AND the said Marianna S. Robinson covenants specially that she will give such other and further assurances of title as may be requisite and necessary.

Witness her hand and seal.

Test: E. O. Riggs MARIANA S. ROBINSON (SEAL)

STATE OF RHODE ISLAND,

City of NEWPORT, to wit:-

I hereby certify that on this twentieth day of December, in the year nineteen hundred and nine, before, a subscriber, a Notary Public, of the State of Rhode Island, in and for the City of Newport duly commissioned and qualified, personally appeared Mariana S. Robinson, and did acknowledge the aforegoing Deed to be her act.

Notary Public Seal.

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

E. O. RIGGS.
Notary Public

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber W.F.W. No. 5, folio 153, 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 Twenty-fifth day of January in the year nineteen hundred and fifty-five.

T. SORDEN PIPPIN
Clerk

Subpoena
Filed Feb. 10, 1955

(EQUITY SUBPOENA)

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

Seal's Place

TO Annie L. Brown
Centreville, R.R., Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Queen Anne's County Welfare Board, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 3rd. day of January, 1955.

Issued the 25th. day of January, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attenance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Richard T. Earle

Address Centreville, Maryland T. SORDEN PIPPIN ,Clerk

And at the foot of the aforegoing is the following endorsement, to wit:

Subpoena served 2/2/55 on Annie L. Brown and copy of subpoena and bill of complaint left with her.

ALEXIS M. BUTLER
Sheriff

Filed Feb. 10, 1955

Petition
Filed Feb. 23, 1955

Queen Anne's County Welfare Board,
Centreville, Maryland, Complainant,

vs.

Annie L. Brown,
Centreville, R.R., Maryland,
Defendant

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, IN EQUITY.

Cause No. 3974.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Complainant by Richard T. Earle, its attorney, to your Honors respectfully shows:

That the Defendant, AnnieL. Brown, has been duly summoned in this cause, as per return of same, and that although more than 15 days have elapsed since she was notified to appear in this Court, either in person or by solicitor, yet she has failed to so appear.

Wherefore your petitioner prays that this Bill of Complaint filed herein be taken pro confesso against her and leave be granted your complainant to take depositions before a regular examiner of this Court to support the allegations of said Bill.

Respectfully submitted.

RICHARD T. EARLE
Atty. for Complainant.

Filed Feb. 23, 1955

ORDER OF COURT

The aforegoing petition having been read and considered, IT IS THEREUPON this 23rd day of February, 1955, ADJUDGED, ORDERED AND DECREED that the Bill of Complaint be and it is hereby taken pro confesson against the Defendant, Annie L. Brown; and leave is hereby granted to the complainant to take depositions before one of the regular examiners of this Court in support of the allegations of said bill.

WM. R. HORNEY
Judge.

Filed Feb. 23, 1955

DEPOSITIONS
Filed March 10, 1955

Queen Anne's County Welfare Board,
Centreville, Md.

VS.

Annie L. Brown.

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

Cause No. 3974.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

At the request of Richard T. Earle, Atty. for The Welfare Board, I went to the office of the said Richard T. Earle, in Centreville, on Wednesday, March 9th., 1955, at 9.30 A.M., and after swearing in said witness, the depositions of Mrs. Davis, Oscar Griffin and Gilbert Griffin was takem, which are hereto attached, then on Thursday, March 10th., 1955, at about 10 A.M., the attached depositions of Dulin O. Clark was taken, Mr. Earle acted as stenopgraher for all witnesses.

Respectfully submitted.

One of regular examiners.

Thomas J. Keating, Examiner----------$10.00

THOS.J. KEATING JR.
one of regular examiners.

The First witness called by the Complainant, being duly sworn, deposes and states.

Lst. Int. State your name, age, r3sidence and occupation?

Ans. My name is Oscar Griffin, I am 38 years of age, I work for Mr. Edward Barton.

2nd. Int. Did you know Solomon or Saul Brown, is he living or dead, if dead, when did he die, did he leave a will or not?

And. I knew Solomon or Saul Brown, he is dead, he died about 3 months ago, I never heard of any will that he left.

3rd. Int. Do you know if Solomon Brown left any heairs?

Ans. Yes, he left surviving him one daughter named Annie L. Brown, who must be now about 70 years of age, he had another daughter that died several years ago unmarried and never had any children.

4th. Int. Do you know whate real estate the said Solomon Brown left.
And. Yes, he lived on said property near or in Brownsville, the property covered by the two certified deeds filed in this cause is the same property that Solomon Brown owned and lived on for many years prior to his death and was living there at the time of his death.

5th. Int. Did Solomon Brown owne any other property real or personal?
And. I know of no other real estate and he had just a few pieces of household furniture of practically no value.

6th. Int. What do you think is the value of this real estate?
And. I think it is worth about $800.00

Examiner's Special.
Ans.No

OSCAR GRIFFIN

The second witness called by the Complaianant, being sworn, deposes and states

1st. Int. State your name, age residence and occupation.
Ans. My name is Mary H. Davis, I am 41 years of age, live at Rock Hall, I am Director of Queen Anne's County, Welfare Board.

2nd. Int. As Director of said Welfare Board, do you have custody of the Books of said Welfare Board.

And, Yes.

3rd. Int. I now hand you a statement showing money advanced to Solomon or Saul Brown by said Board, which is filed in this cause, can you state that this money was advanced by said Welfare Board to Solomon or Saul Brown in his life time.
And. I have compared the statement with the Books of the Welfare Board and the same is correct, the same is for money advanced to Solomon or Saul Brown in his life time under the Old Age Assistance Act and none of same has been returned.

Examiner's Special.
And. No.

MARY H. DAVIS

The next witness called by the Complainant, having been sworn, deposes and states.

1st. Int. State your name, age, residence and occupation?
And. My name is Gilbert Griffin, I am 71 years of age, eside near Brownsville, I have a little farm and farm the same besides working elsewhere by the day.

2nd. Int. Did you know Solomon or Saul Brown, is he living or dead, if dead, when did he die? Did he leave a Will or has letters of Administration been granted on his estate?

Ans. Yes, I knew Solomon or Saul Brown, he went by both names, practically all my life, he died in last December, he was in his nineties, I never heard of any will nor has letters of administration been granted on his estate.

3rd. Int. Did Solomon or Saul Brown leave any heirs at law?
Ans. He had two daughters, one of which died many years ago. unmarried and without children, the other daughter is Annie L. Brown, who is nearly 70 years of age, lives near the place of her father's, near Brownsville.

4th. Int. I now hand you two deeds, marked Complainat's exhibits No. 2 and 3, can you or not state whether the property described therein was the property of Saul Brown at the time of his death?

Ans. Yes, I am very familiar with this poperty the deed from George Frazier and wife is the property on which his house stood and where he lived for many years and was living there at the time of his death, the other property adjoins the same and was likewise occupied by Brown.

5th. Int. Did Solomon leave any personal estate and has letters of administration been granted on his estate.
Ans. he may have left a few pieces of household furniture, which has very little if any value, no letters of administration has been granted.

6th. Int.Do you own any real estate in the neighborhood of the Brown Property, are you familiar with the value of land in that neighborhood, if so, what is the value of the Brown property, covered by both deeds, and improbe,ents thereon
And. About $800.00, I owm a farm nearby and am familiar with land values near there.

Examiner's Special
Ans. No.

GILBERT GRIFFIN

The next witness called by the Complainant, being duly sworn, deposes and states.

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

And. My name is Dulin O. Clark, I am 61 years of age, live near Centreville, I am farmer.

2ns. Int. Did you know Solomon or Saul Brown, is he living or dead, if dead, when did he die?
I knew Solomon or Saul Brown, practically all my life, he is dead, he died in December, 1954.

3rd. Int. Did Solomon leave a Will or has letters of administration been granted on his estate.

And. I never heard of any will nor has letters of administration been granted on his estate, he left by the land on which he lived, and perhaps a little of furniture of very little, if any, value.

4th. Int. Did you know the real estate that Solomon or Saul Brown owned at the time of his death, if so can you identify the same by these two deeds I hand you, Complaiants Exhit s #2 & #3.

Ans. Yes I am familiar with this land and the two deeds that I have looked at describe all of the land that he had.

5th. Int. You are familiar with land values in that neighborhood, if so, what do you consider the value thereof. $750.00

And. Yes, I own land near bye, I consider $750.00 a fair value.

6th. Int. Did Solomon or Saul Brown leave any heirs at law.

Ans. I never knew of but one, Annie L. Brown, who lives in that neighborhood.

Examiner's Special
Ans. No.

D. O. CLARK

DECREE OF SALE
Filed March 26, 1955

Queen Anne's County Welfare Board,

VS.

Annie L. Brown.

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

Cause No. 3974.

DECREE

The above cause standing ready for hearing, and being submitted without argument, all of the proceedings were read and considered. IT IS THEREUPON, on this 26th day of March, 1955, by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that the real estate mentioned and described in these proceedings be sold at public sale to be conducted by the Trustee hereinafter appointed, for the purpose of applying the proceeds of sale to the payments of the debts of Solomon Brown also known as Saul Brown, deceased.

That Richard T. Earle of Queen Anne's County, State of Maryland, be and he is hereby appointed trustee 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 with corporate surety to be approved by said Clerk in the penalty of $1,000.00.

That he shall advertise the time, place, manner and terms of sale in a newspaper printed and published in Queen Anne's County for at least three weeks prior to the day of sale, said terms to provide payment one third of the purchase money on day of sale, the balance to bear interest from date of sale to be secured to the satisfaction of the Trustee, the balance payable upon ratification of sale or all cash at day of sale at the option of the purchaser or purchasers. He shall then proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidder for said property; he shall report report a full account of said sale to this Court with an affidavit of the truth and fairness thereof.

That upon final ratification of said sale and full payment of the purchase money, he shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, to him or them, free, clear and discharged of all claims of all parties to this cause or of those claiming by, through or under them or any of them.

That the trustee shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court, after deducting therefrom 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 that, at the time of the first insertion of the advertisement of sale above required, he shall publish in the same newspaper a notice to the creditors of Solomon Brown also known as Saul Brown, deceased, requiring them to file their claims against said deceased with the Clerk of this Court within 90 days of the date of said first insertion or be excluded from participating in the proceeds of sale.

Wm. R. HORNEY
Judge

Filed March 26, 1955

Certified Copy of Bond
Filed April 1, 1955

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this First day of April in the year nineteen hundred and fifty-five the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, Richard T. Earle of Queen Anne's County, State of Maryland, as principal,and GLENS FALLS INSURANCE 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 or its certain attorney, in the full and just sum of ONE THOUSAND DOLLARS ($1,000.00) current money of the United States, to which payment well and truly to be made and done, we bind ourselves, and each of us, jointly and severally, our heirs personal representatives, successors and assigns, in the whole and for the whole, firmly by these presents and sealed with our seals this 1st day of April, 1955.

WHEREAS, the above bounden Richard T. Earle has been by a decree of The Circuit Court for Queen Anne's County, in Equity, passed on March 26th., 1955, in a cause cause in said Court pending, entitled Queen Anne's County Welfare Board vs. Annie L. Brown, being cause No. 3974 in said Court, appointed Trustee to make sale of the real estate therein mentioned and described.

NOW THE CONDITION OF THE ABOVE OBLIGATION is such that if the above bounden Richard T. Earle shall well and truly perform the duties reposed in him by said decree or that may be reposed in him by any future order or decree passed in the premises then this 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:

PAULINE E. MIDDLETON

RICHARD T. EARLE (SEAL)

GLENS FALLS INSURANCE COMPANY

By WILLIAM M. FREESTATE
Attorney
Corporate Seal

And at the foot of the aforegoing is the following endorsement, to wit:

Security approved and Bond filed April 1, 1955

T. SORDEN PIPPIN Clerk

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 60, 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 this First day of April in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

Certified Copy of Bond
Filed April 27, 1955

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty seventh day of April in the year nineteen hundred and fifty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, Richard T. Earle, of Queen Anne's County, State of Maryland, as principal, and GLENS FALLS INSURANCE 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 or its certain attorney, in the full and just sum of ONE HUNDRED DOLLARS ($100.00) current money of the United States, to which payment well and truly to be made and done, we bind ourselve our and each of our heirs, personal representatives, successors and assigns, jointly and severally, for the whole and in the whole, firmly by these presents, sealed with our seals and dated this 26th. day of April, 1955.

WHEREAS, The above bounden Richard T. Earle, has been by a decree of of The Circuit Court for Queen Anne's County, in Equity, passed on March 26th., 1955, in a cause in said Court pending, entitled Queen Anne's County Welfare Board VS. Anniel L. Brown, being cause No. 3974 in said Court, appointed Trustee to make sale of the real estate therein mentioned and has sold the same at and for $1,100.00 and therefore gives this additional bond.

NOW THE CONDITION OF THE ABOVE OBLIGATION is such that if the above bounden Richard T. Earle shall well and truly perform the duties reposed in him by said decree or that may be reposed in him by any future order or decree that may be passed in the premises then this obligation to be null and void, otherwise to be and remain in full force and virtue in law.

Signes, sealed and delivered
in the presence of:

L. H. MEREDITH

RICHARD T. EARLE (SEAL)

GLENS FALLS INSURANCE COMPANY

By W. M. Freestate
Attorney
Corporate Seal

And at the foot of the aforegoing is the following endorsement, to wit:

Security approved and Bond filed April 27, 1955.

T. SORDEN PIPPIN, Clerk

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

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 63, 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 this Twenty-seventh day of April in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE
Filed April 27, 1955

Queen Anne's County Welfare Board,

VS.

Annie L. Brown

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

Cause No. 3974

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

That after given three weeks notice of sale by advertising the same in the in Queen Anne's Record Observer, a Newspaper printed and published in Queen Anne's County, as per serificate of publication attached hereto and made a part hereof, the undersigned trustee attended said sale on April 26th., 1955, at 1.30 P.M. and after reading said advertisement, had the auctioneer cry said sale of the real estate of which Solomon also known as Saul Brown died seized and possessed, consisting of 6 acres, 1 rood and 19 perches of land, more or less, located in or near Brownsville, in the Third Election District of Queen Anne's County, being same property granted and conveyed to him by two deeds, one from George Frazier and wife, recorded in Liber W.D. No. 4, folio 306, the other from Mariana S. Robinson recorded in Liber W.F.W. No. 5, folio 153, Land Record Books for Queen Anne's County and sold the same to Raymond Marshall Morris and Bernice Agnes Morris, his wife, they being then and there the highest bidders for same, at and for the sum of ELEVEN HUNDRED DOLLARS ($1,100.00) the purchasers have complied with the terms of sale by giving a check of John Palmer Smith in the sum of THREE HUNDRED AND SIXTY SIX DOLLARS AND SIXTY SEVEN CENTS ($366.67) and have agreed to pay the balance and perform all other requisite upon ratification of sale,

Respectfully submitted.

RICHARD T. EARLE
Trustee

PUBLIC SALE OF VALUABLE REAL ESTATE

The undersigned Trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on March 26th., 1955, in a cause therein pending, entitled Queen Anne's County Welfare Board vs. Annie L. Brown, will offer for sale to the highest bidder in front of the Court House in Centreville, on TUESDAY, APRIL 26, 1955 at 1:30 P.M.

All that lot of land improved by a frame dwelling house, situate in or near Brownsville, in the Third Election District of Queen Anne's County, adjoining the lands of Dulin O. Clark et al, containing 6 acres, 1 rood and 19 perches of land, more or less, being the same land of which Solomon or Saul Brown died seized and possessed, being granted and conveyed to him by two deeds, one from George Frazier and wife, and recorded in Liber W.D. No. 4, folio 306, and the other from Mariana S. Robinson recorded in Liber W.F.W. No. 5,folio 153, Land Record Books for Queen Anne's County.

TERMS OF SALE: One-third of purchase money on day of sale, balance with interest from day of sale, secured to the satisfaction of trustee, payable upon ratification of sale, or all cash upon day of sale at the option of the purchaser; possession to be given when terms of sale are complied with, taxes and insurance premium to be adjusted to day of sale; title paper, Internal Revenue and Recordation Stamps at expense of purchaser.

RICHARD T. EARLE, Trustee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 26, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Public Sale of Real Estate in the case/estate of Queen Anne's County Welfare Board VS Annie L. Brown 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 26 day of April, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER, was on the 31 day of March 1955, and the last insertion on the 21 day of April, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Mrs. Ada Lee Mills

Filed April 27, 1955

NISI
Filed April 27, 1955

N I S I

Queen Anne's County Welfare Board,

VS.

Annie L. Brown.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 3974

ORDERED, this 27th day of April, 1955, that the sale of the real estate made and reported in this cause by Richard T. Earle, Trustee, be ratified and confirmed, on or after the 27th day of May next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 5th day of May 1955, and ending on the 19th day of May 1955.

The report states the amount of sales to be $1100.00.

T. SORDEN PIPPIN Clerk

Filed: April 27, 1955

NISI

Queen Anne's Welfare Board

vs.

Annie L. Brown

In the Circuit Court for

Queen Anne's County

in Equity

No. 3974

ORDERED, this 27th day of April, 1955, that the sale of the real estate made and reported in this cause by Richard T. Earle, Trustee, be ratified and confirmed, on or after the 27th day of May, next unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 5th day of May,1955, and ending on the 19th day of May, 1955.

The report states the amount of sales to be $1100.00.

T. SORDEN PIPPIN, Clerk

True copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 6, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of Q. A. Co. Welfare Board vs. Annie L. Brown 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 27th day of May, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 5th day of May 1955, and the last insertion on the 19th day of May, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Shirley L. Kinnear

Filed June 8, 1955

NOTICE TO CREDITORS

All creditors of Solomon Brown, also known as Saul Brown, are hereby notified to file their claims with proper vouchers thereto attached with the Clerk of Circuit Court on or before ninety days from April 1st, or else be barred from participating in the proceeds of sale of his real estate.

RICHARD T. EARLE, Trustee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 8, 1955

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 Solomon Brown 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 90 days from April 1, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 31st day of March 1955, and the last insertion on the 19th day of April, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed June 8, 1955

ORDER OF COURT

ORDERED this 8th day of June, 1955, by The Circuit Court for Queen Anne's County, in Equity, that the sale made and reported in this cause by Richard T. Earle, Trustee, be and the same hereby is finally ratified and confirmed, no cause to the contrary having been shown although notice has been given as per cerificate of publication of Order Nisi thereon; and the Trustee is allowed usual commission and all expences, saving personal expenses, upon producing vouchers therefor.

Filed June 8, 1955

Wm. R. HORNEY
Judge.

PETITION
Filed June 8, 1955

QUEEN ANNE'S COUNTY WELFARE BOARD,

VS.

ANNIE L. BROWN

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

Cause No. 3974.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard T. Earle, Attorney for the Complainant, to your Honors respectfully shows:

1. That your petitioner, as attorney to said Board, was advised that Solomon Brown left no personal estate, and a tract of land containing 5 acres, 1 rood and 19 perches of land granted and conveyed to him by Mariana S. Robinson, by diligent inquiry your petitioner discovered that Solomon Brown and Saul Brown was the same party, and that as Saul Brown he was seized and possessed of a tract of land adjoining the aforesaid land granted him from Mariana S. Robinson, containing one acre of land, more or less, but on which tract was the dwelling house and out buildings and constituted three quarters of the value of the land he died seized and possessed; and that your petitioner added material to the purchase price by conversations with bidders before sale.

2. Under above conditions your petitioner feels as if he should be compensated for the extra efforts made in securing sale.

Wherefore your petitioner prays this Honorable Court to allow your Petitioner a fee for legal services rendered commensurate with efforts expensded.

Respectfully submitted.

RICHARD T. EARLE
Petitioner

Filed June 8, 1955

ORDER OF COURT.

The aforegoing petition having been read and considered, IT IS THEREUPON this 8th day of June, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that Richard T. Earle be and he is hereby allowed an attorney's fee of $175.00 for legal services rendered in this cause, in lieu of and including trustee's commissions.

WM. R. HORNEY
Judge.

Filed June 8, 1955

PETITION
Filed July 13, 1955

QUEEN ANNE'S COUNTY WELFARE BOARD	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY
ANNIE L. BROWN	:	CHANCERY #3974

: : : : : : : : :

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Goodwill Fire Company, Inc. by Turner and Turner, its attorneys, unto Your Honors respectfully represents:

1. That your Petitioner was engaged on the 9th day of December, 1954, to transport Solomon Brown in its ambulance to Easton Memorial Hospital in his last illness.

2. That Solomon Brown left no personal estate but died seized and possessed of certain realty.

3. That the Welfare Board of Queen Anne's County filed a creditor's bill for financial assistance advanced Solomon Brown in the amount of $2,149.39, said real estate hereinabove referred to was thereupon sold at public sale for the sum of $1,100.00.

4. That your Petitioner has been advised by J. Thomas Clark, Auditor, that your Petitioner's claim cannot be honored without an Order of Court.

5. That your Petitioner has obtained the consent of the Queen Anne's County Welfare Board, the largest creditor, to the payment of its small claim.

WHEREFORE, Your Petitioner prays this Honorable Court to allow your Petitioner's claim a priority in the amount of $9.20.

Respectfully submitted,

TURNER & TURNER
Attorneys for Goodwill Fire Company, Inc.

Filed July 13, 1955

ORDER OF COURT

Upon the aforegoing Petition, IT IS this 13th day of July, 1955, ORDERED by the Circuit Court for Queen Anne's County, In Equity, that Goodwill Fire Company Inc. be and is hereby allowed a priority claim for its ambulance charges of the late Solomon Brown in the amount of $9.20, the Welfare Department of Queen Anne's County has given its assent to such allowance.

Wm. R. HORNEY
Judge

Filed July 13, 1955

ASSENT OF WELFARE DEPARTMENT OF QUEEN ANNE'S COUNTY

The Queen Anne's County Welfare Department, by Richard T. Earle, its attorney, assents and raises no objection to the Goodwill Fire Company, Inc. being allowed the sum of $9.20 for its charges for transporting Solomon Brown to Easton Memorial Hospital on December 9, 1954.

RICHARD T. EARLE
Attorney for Queen Anne's County Welfare Board.

Filed July 13, 1955

Queen Anne's County Welfare Board

Vs.

Anna L. Brown

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY CAUSE NO. 3974

****

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Edward Barton trading as Barton Brothers, by James E. Thompson, Jr., his attorney, unto your Honors respectfully represents:

(1) That your Petitioner on the 19th day of December, 1954, was engaged to conduct a funeral of the late Solomon Brown.

(2) That your Petitioner performed the required services under the belief that he had a priority claim upon deceased estate up to $500.00. Said services were rendered at a cost of $325.00.

(3) That the Solomon Brown left no personal estate but died seized and possessed of certain realty.

(4) That the Welfare Board of Queen Anne's County filed a Creditor's bill for financial assistance advanced Solomon Brown in the amount of $2,149.39 said real estate hereinabove referred to was thereupon sold at and for the sum of $1,100.00.

(5) That your Petitioner has been advised by J. Thomas Clark, Auditor, that your Petitioner's claim can not be honored in the full amount of $325.00 since Article 16, Section 254 of the Annotated Code of Maryland gives a priority claim for funeral expenses up to only $300.00 except by a special order of Court.

(6) That the Queen Anne's County Welfare Board by Richard T. Earle, its attorney, has consented to a priority claim by your Petitioner in the amount of $325.00.

WHEREFORE, your Petitioner prays this Honorable Court to allow your Petitioner a priority claim for the funeral expenses of Solomon Brown in the amount of $325.00

Respectfully submitted

JAMES E. THOMPSON JR.
James E. Thompson, Jr.
Attorney for Plaintiff

Filed July 13, 1955

ORDER

Upon the aforegoing Petition, it is this 13th day of July 1955, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that Edward Barton trading as Barton Brothers, be and he is hereby allowed a priority claim for the funeral expenses of the late Solomon Brown in the amount of $325.00.

Wm. R. HORNEY
Judge

Filed July 13, 1955

ASSENT OF QUEEN ANNE'S COUNTY WELFARE BOARD

The Queen Anne's County Welfare Board, by Richard T. Earle, its attorney, assents and raises no objection to the granting of a priority claim to Edward Barton, T/A Barton Brothers, in the amount of $325.00 ($25.00 in excess of priority allowed by law).

RICHARD T. EARLE
Richard T. Earle
Attorney for Queen Anne's County Welfare Board

Filed July 13, 1955

AUDIT
Filed July 19, 1955

Queen Anne's County Welfare Board

vs.

Annie L. Brown

In The Circuit Court For

Queen Anne's County In

Equity Cause No. 3974

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your honors respectfully sets forth:

1. That this account is stated at the request of Richard T. Earle. Trustee, who was duly appointed by this Court to make the sale of the real estate and disburse the funds received from the same, pursuant to the order of this Court of March 26, 1955.

2. In the within account, Richard T. Earle, Trustee, is charged with the proceeds of the sale of the real estate which one Solomon Brown died seized and possessed, after a petition in the nature of a creditor's bill was filed by the plaintiff, and order of Court authorizing sale of the same. Herein, the said trustee was allowed a fee of $175.00 in lieu of commissions for making the sale, as per order of this court, and thereafter the said trustee was allowed the usual expenses of this cause for which proper vouchers were duly produced. Also, the claims of Barton Bros., and Goodwill Fire Company, Inc., were allowed in full in accordance with the Order of this court, and the balance after allowing the preference claim was allowed as a part payment of the account of the plaintiff in this cause; wherein, the proceeds of sale were insufficient to satisfy all claims.

Respectfully submitted,

J. THOMAS CLARK
Auditor

July 19, 1955

Filed July 19, 1955

Cause No. 3974

The proceeds of the sale of land reported in this cause, in account with Richard T. Earle, Trustee, appointed by this Court to make the sale herein reported in these proceedings (and vendor of said land)

1955	Cr.	
Apr. 26	By gross proceeds of the sale of land, per report of said vendor, to wit:	$1,100.00
	By interest on unpaid balance, per statement of vendor	9.16
	By total proceeds of sale of land, the sum of	$1,109.16

Dr.

To Richard T. Earle, attorney (trustee and vendor) as fee, in lieu of and including trustee commissions, for making the sale per order of Court of June 8, 1955, the sum of		$175.00
To do., for court costs of this cause per statement of the Clerk's exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk	$56.50	
Costs of Sheriff of Queen Anne's Co.	.95	
Fee of Thos. J. Keating, Jr., Examiner	10.00	
Appearance fee of Richard T. Earle, Atty.	10.00	77.45
To do., for an amount paid J. Elmer Anthony, auctioneer, for crying said sale, per receipt for the same exhibited		25.00
To do., for an amount paid W.M. Freestate Agency, Agent, for the premiums on the corporate surety bonds filed in this cause, per receipt for the same exhibited		15.00
To do., for an amount paid Queen Anne's Record-Observer, per receipts for the same exhibited, to wit:		
For publishing notice to creditors	$10.50	
For publishing notice of sale	31.50	
For publishing order nisi of sale	9.00	51.00
To do., for an amount paid Claude Lowery, Treasurer of Queen Anne's County, for vendors share of 1955 real estate taxes on the real estate sold in these proceedings		3.93
To do., for costs of publishing the audit nisi to be passed to this account in the Queen Anne's Record-Observer		7.50
To J. Thomas Clark, auditor, for stating this audit		27.00

J. THOMAS CLARK
Auditor

July 19, 1955

To balance for distribution prior to allowance of creditors' claims filed in this cause	727.28	
	$1109.16	$1,109.16

Cr.

By above balance..... $727.28

Dr.

To Claude Lowery, Treasurer of Queen Anne's County, on his claim in the sum of $11.03 filed in said cause, the same being a preference claim as provided by law, as per receipt in payment of the same, the sum of.....$10.58

To Barton Bros., for funeral expenses of Solomon Brown, in full of his claim, per order of court of July 13, 1955, and assent of Queen Anne's County Welfare Board, the sum of.....325.00

To Goodwill Fire Company, Inc., for ambulance service for Sol Brown, in full of its claim, per order of court of July 13, 1955, and assent of Queen Anne's County Welfare Board, the sum of..... 9.20

To Queen Anne's County Welfare Board, in payment on account filed as "Exhibit No. 1" in the sum of $2149.39, against Solomon Brown, also known as Saul Brown, deceased, the owner of the real estate sold in these proceedings, the sum of.. 382.50

$727.28 $727.28

J. THOMAS CLARK
Auditor

July 19, 1955

Filed July 19, 1955

NISI RATIFICATION OF AUDIT

Queen Anne's County Welfare Board	)	In the Circuit Court
	)	
vs.	)	for Queen Anne's County
	)	
Annie L. Brown	)	in Equity
		Cause No. 3974

ORDERED, This 19th. day of July in the year nineteen hundred and fiftyfive, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th. day of August, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 5th. day of August, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed July 19, 1955

NISI RATIFICATION OF AUDIT

Queen Anne's County Welfare Board	In the Circuit Court for
Vs.	Queen Anne's County
Annie L. Brown	in Equity
	Cause No. 3974

ORDERED, This 19th day of July, in the year nineteen hundred and fifty-five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 12th day of August, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 5th day of August, 1955, in some newspaper printed and published in Queen Anne's County.

Filed: July 19, 1955

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 4, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Misi ratification of audit in the case of Q.A. Co. Welfare Board vs. Annie L. Brown 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 5th day of August, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of July 1955, and the last insertion on the 28th day of July, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Shirley L. Kinnear

Filed Aug. 30, 1955

ORDERED by the Circuit Court for Queen Anne's County, in Equity this 30th day of August, 1955, that the within and aforegoing audit be and it is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice as appears to have been given in accordance with a certificate of publication of the previous order nisi thereto.

Wm. R. HORNEY
Judge

Filed Aug. 30, 1955

::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty first day of April in the year nineteen hundred and fifty five, the following Order to Docket Suit was brought to be recorded, to wit:

C A U S E N O. 3989

THOMAS J. KEATING, JR., Attorney named in Mortgage, Centreville, Maryland	)	IN THE CIRCUIT COURT FOR
	)	QUEEN ANNE'S COUNTY,
versus	)	IN EQUITY.
ROBERT R. RYANS and CATHERINE B. RYANS, his wife, Centreville, Md., MORTGAGORS.	)	Chancery No. 3989

TO: T. Sorden Pippin, Clerk.

YOU will docket suit for foreclosure of the Mortgage from Robert R. Ryans and Catherine B. Ryans, his wife, to Spencer Ferguson, dated the third ----day of June, ------1950-------, recorded in Liber NBWWNo. 6, folio 274, etc., a Land Record Book for Queen Anne's County, default having occurred in the terms of said Mortgage by reason of the non-payment of the debt therein mentioned, and non-payment of the Taxes on the Mortgaged real estate; and you will file in said Cause a certified copy of said Mortgage.

THOS. J. KEATING JR.
(Thomas J.Keating,Jr.)
ATTORNEY NAMED IN MORTGAGE

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

THIS IS TO CERTIFY that on this 21st day of April 1955, before the subscriber Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Thomas J. Keating, Jr., Attorney named in Mortgage, and made oath in due form of law that, after diligent inquiry, it has been found that Robert R. Ryans and Catherine B. Ryans, his wife, Mortgagors, and Aubrey Ryans, who is the present owner of the Mortgaged property, are not now in the Military Service of the United States, nor have they been in such service within three (3) months prior hereto.

T. SORDEN PIPPIN
(T. Sorden Pippin), CLERK

Filed April 22, 1955

CERTIFIED COPY OF MORTGAGE
Filed April 21, 1955

::::::::::::::::::::::::::::
#28,978. 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 Fifth day of June, in the year nineteen hundred and fifty, the following Mortgage was brought to be recorded, to wit:-

THIS PURCHASE MONEY MORTGAGE, made this third day of June 1950, by ROBERT R. RYANS and CATHERINE B. RYANS, his wife, of Queen Anne's County, Maryland.

WHEREAS, the said Robert R. Ryans and Catherine B. Ryans, his wife, have requested and procured Spencer Ferguson, of Cincinnati, Ohio, to become an "accomodation maker" upon a certain Promissory Note signed by Robert R. Ryans, Catherine B. Ryans, Louis Ryans, Sr., Etta Ryans, and the said Spencer Ferguson, to The Centreville National Bank of Maryland, a body corporate, bearing even date herewith, for the sum of Two Thousand Two Hundred Dollars ($2200.00) for money this day loaned and advanced by said Bank to the said Robert R. Ryans and Catherine B. Ryans, his wife, to enable them to repurchase from John Palmer Smith the real estate hereinafter described;

AND, WHEREAS, it was a condition precedent to the said Spencer Ferguson becoming a co-maker as accomodation to the said Robert R. Ryans and Catherine B. Ryans, his wife, on the promissory note aforesaid, that this Mortgage was to be given to indemnify and save him, the said Spencer Ferguson, his heirs, personal representatives and assigns, harmless from any liability upon the aforesaid promissory note, and/or renewals or part renewals thereof;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, the said Robert R. Ryans and Catherine B. Ryans, his wife, do hereby grant and convey unto Spencer Ferguson, his heirs and assigns, in fee simple, all of the following described property, to wit:

ALL that farm or tract of land situate on the road from Clannahan's Shop to Haydens Station, known as the "Stant Farm", and more particularly described as follows: ALL that tract, part of a tract of land and farm called and known as "The Daniel L. Mackey Farm", "The Jonathan Stant Farm", "Crumps Forest", and "The Denver Tract", or by whatsoever name it may be called, situate in the Third Election District of Queen Anne's County, State of Maryland, on the East side of the public road commonly known as "The Clough Road" and on the right side of the public road from Booker's Wharf to Ashland or Hayden's Station on the Pennsylvania Railroad in the apex formed by the crossing of said public roads and adjoining the Atwell Farm formerly of John B. Brown, the farm formerly of J. Hersey Hall, "The Isaac Worrell Farm", and "The Spencer Wright Farm", and containing ONE HUNDRED and THIRTY (130) ACRES OF LAND, more or less; being the same and all of the land described in and conveyed by a Deed of even date herewith from John Palmer Smith and wife to the said Robert R. Ryans and wife, and in-

tended to be recorded among the Land Records of Queen Anne's County immediately prior to the recording of 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.

PROVID, that if the said Robert R. Ryans and Catherine B. Ryans, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said The Centreville National Bank of Maryland, a body corporate, its successors or assigns, the aforesaid sum of Two thousand Two Hundred Dollars ($2200.00), as represented by the aforesaid promissory note, together with any and all renewals or part renewals thereof, to the relief of the said Spencer Ferguson 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 Robert R. Ryans and Catherine B. Ryans, his wife, their heirs and assigns, shall possess said property.

AND the said Robert R. Ryans and Catherine B. Ryans, his wife, their heirs, executors, administrators and assigns, hereby covenant 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 Spencer Ferguson, 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 debt and to deliver, upon demand, to the mortgagee, the said Spencer Ferguson, 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 lesened 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 Spencer Ferguson his executors, administrators or assigns, or THOMAS J. KEATING, Jr., is and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as 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 Robert R. Ryans and Catherine B. Ryans, his wife, or the person or persons then entitled to the same

AND it is hereby agreed that, in the event of a sale of any part of 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 granted the said Spencer Ferguson, his executors, administrators, or assigns, or THOMAS J. KEATING, JR. 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 Robert R. Ryans and Catherine B. Ryans, his wife, their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS our hands and seals the day and year herein first above written.

TEST:

KATHERINE C.O'NEAL
Katherine C.O'Neal

ROBERT R. RYANS (SEAL)
(Robert R. Ryans)

CATHERINE B. RYANS (SEAL)
(Catherine B. Ryans)

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

THIS IS TO CERTIFY that on this third day of June 1950, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Robert R. Ryans and Catherine B. Ryans, his wife, and did each acknowledge the within and aforegoing Purchase Money Mortgage to be their respective act and deed; and at the same time also personally appeared Thomas J. Keating, Jr., Agent of Spencer Ferguson, Mortgagee, and made oath in due form of law that the consideration stated in the within and aforegoing Mortgage is true and bona fide

as therein set forth and that he is the duly authorized Agent of said Mortgagee 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. O'NEAL
KATHERINE C. O'NEAL NOTARY PUBLIC

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber N.B.W. No.6, folio 274 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 Twenty-first day of April in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

Certified Copy of Bond
Filed April 28, 1955

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty eighth day of April in the year nineteen hundred and fifty five the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas J. Keating, Jr., of Queen Anne's County, Maryland, as Principal, and Fidelity and Deposit Company of Maryland, a body corporate, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars ($3,000.00) current money to be paid to the State of Maryland, or its certain Attorney, to which payment well and truly to be made and done we hereby bind ourselves, our and each of our heirs, administrators, executors, and successors in the whole and for the whole, jointly and severally, firmly by these presents sealed with our seals and dated this 25th day of April in the year 1955.

WHEREAS, the said Thomas J. Keating, Jr., as the Attorney named in a certain Mortgage from Robert R. Ryans and Catherine B. Ryans, his wife, to Spencer Ferguson, dated the 3rd day of June 1950, recorded in Liber NBW No.6, folio 274, a Land Record Book for Queen Anne's County, Maryland, is about to make sale of the real estate described in said Mortgage under the Power of Sale therein contained, default having occurred in the terms of said Mortgage, and has docketed suit in the Circuit Court for Queen Anne's County, in Equity, for foreclosure, as will appear by reference to the proceedings in said Court entitled "Thomas J. Keating, Jr., Attorney named in Mortgage, versus Robert R. Ryans and Catherine B. Ryans, his wife, Mortgagors" and numbered 3989 on the Chancery Docket of said Court.

NOW the condition of the above obligation is such that if the above bounden, Thomas J. Keating, Jr., do, and shall well and faithfully, abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the mortgaged premises or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

THOS. J. KEATING JR. (SEAL)
(Thomas J. Keating, Jr.)

BETTY ANN BROWN
Betty Ann Brown

Fidelity and Deposit Company of
Maryland, a body corporate, by

C. BERG
C. Berg As to surety

WESLEY C. BROOKS
Wesley C. Brooks Attorney-in-fact
Corporate Seal

And at the foot of the aforegoing is the following endorsment, to wit:

Security approved & Bond filed April 28, 1955

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney is attached hereto.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 64, 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 this Twenty eighth day of April in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE
Filed May 25, 1955

THOMAS J. KEATING, JR., Attorney named in Mortgage, Centreville, Maryland,	)	IN THE CIRCUIT COURT FOR
	)	QUEEN ANNE'S COUNTY,
vs.	)	IN EQUITY.
ROBERT R. RYANS and CATHERINE B. RYANS, his wife, Centreville, Maryland, MORTGAGORS.	)	Chancery No. 3989

REPORT OF SALE

TO THE HONORABLE, the Judges of said Court:

THE REPORT OF SALE of real estate, made by Thomas J. Keating, Jr., Attorney named in Mortgage, respectfully sets forth:

THAT, default having occurred in the terms of a Mortgage from Robert R. Ryans and Catherine B. Ryans, his wife, to Spencer Ferguson, dated the 3rd day of June, 1950, and recorded in Liber NBW #6, folio 274, a Land Record Book for Queen Anne's County, Maryland, the undersigned Attorney named in said Mortgage, after docketing suit for foreclosure, and after advertising the mortgaged real estate for sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of four (4) successive weeks before May 24, 1955, in accordance with the Certificate of Advertisement attached hereto and made a part hereof, and after filing in this Cause his Bond to the State of Maryland with surety approved by the Clerk of this Honorable Court, did attend in front of the Courthouse door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 24, 1955, at 1:30 o'clock P.M., and after reading the attached advertisement and having the Auctioneer cry the sale for a considerable length of time, did sell said real estate unto Land Homes Corp., at and for the sum of Four Thousand Six Hundred Dollars ($4,600.00), said real estate being described as follows, to wit:

ALL that farm or tract of land situate on the road from Clanahan's Shop to Hayden's Station, known as the "Stant Farm", and more particularly described as follows: ALL that tract, part of a tract of land and farm called and known as "The Daniel L. Mackey Farm", "The Jonathan Stant Farm", "Crump's Forest", and "The Denver Tract", or by whatsoever name it may be called, situate in the Third Election District of Queen Anne's County, State of Maryland, on the East side of the public road commonly known as "The Clough Road" and on the right side of the public road from Booker's Wharf to Ashland or Hayden's Station on the Pennsylvania Railroad in the apex formed by the crossing of said public roads and adjoining the Atwell Farm formerly of John B. Brown, the farm formerly of J. Hersey Hall, "The Isaac Worrell Farm", and "The Spencer Wright Farm", and containing ONE HUNDRED and THIRTY (130) ACRES of land, more or less;

The Purchaser has given two (2) checks to your Attorney, in the total amount of One Thousand Five Hundred Thirty-three Dollars and Thirty-three Cents ($1,533.33), and it is believed that it will comply with the other terms of sale upon ratification of the sale by the Court.

THE REPORT states the amount of sales to be Forty-six Hundred Dollars ($4,600.00).

Respectfully submitted,

THOS. J. KEATING JR.
(Thomas J. Keating, Jr.)
ATTORNEY NAMED IN MORTGAGE.

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

THIS IS TO CERTIFY that on this 25 day of May 1955, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Thomas J. Keating, Jr., Attorney named in Mortgage, and did make oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale of Real Estate are true to the best of his knowledge and belief and that the sale was fairly made;

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year herein last above written.

T. SORDEN PIPPIN
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

Filed May 25, 1955

MORTGAGE SALE
of
SMALL FARM

UNDER AND BY VIRTUE OF THE POWER OF SALE contained in a Mortgage from Robert R. Ryans and Catherine B. Ryans, his wife, to Spencer Ferguson, dated the 3rd day of June, 1950, and recorded in Liber NBW No.6, folio 274, a Land Record Book for Queen Anne's County, Maryland, default having occurred in the terms of said Mortgage, and suit having been docketed in the Circuit Court for Queen Anne's County, in Equity, for foreclosure, the undersigned Attorney named therein will offer at public sale to the highest bidder, on TUESDAY, MAY 24, 1955 at 1:30 o'clock p.m., (DST) in

front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, the mortgaged real estate described as follows:

ALL that farm or tract of land situate on the road from Clanahan's Shop at Hayden's Station, known as the "Stant Farm", and more particularly described as follows: ALL that tract, part of a tract of land and farm called and known as "The Danid L. Mackey Farm", "The Jonathan Stant Farm", "Crumps Forest", and "The Denver Tract", or by whatsoever name it may be called, situate in the Third Election District of Queen Anne's County, State of Maryland, on the east side of the public road, commonly known as "The Clough Road", and on the right side of the public road from "Booker's Wharf to Ashland or Hayden's Station on the Pennsylvania Railroad in the apex formed by the crossing of said public roads and adjoining the Atwell Farm, formerly of John B. Brown, the farm formerly of J. Hersey Hall, "The Isaac Worrell Farm", and "The Spencer Wright Farm", and containing ONE HUNDRED and THIRTY (130) ACRES of land, more or less.

TERMS OF SALE: 1/3 of the purchase money to be paid in cash on the day of sale, and the balance thereof in cash or by certified check upon ratification of the sale by the court. Taxes to be adjusted as of date of settlement and possession to be given at time of settlement. Title papers and revenue Stamps to be at the purchaser's expense.

THOMAS J. KEATING, JR.
Attorney named in Mortgage

J. Elmer Anthony, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 24, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Mortgage Sale of Small Farm in the case/estate of Thomas J. Keating, Jr. vs. Robert R. Ryans and Catherine B. Ryans, 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 4 successive weeks before the 24th day of May, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28th day of April 1955, and the last insertion on the 19th day of May, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed May 25, 1955

ORDER NISI
Filed May 25, 1955

N I S I

Thomas J. Keating, Jr., Attorney named in Mortgage, Centreville, Maryland,	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
VS.	IN EQUITY
Robert R. Ryans and Catherine B. Ryans, his wife, Centreville, Maryland, Mortgagors	NO. 3989

ORDERED, this 25th. day of May, 1955, that the sale of real estate made and reported in this cause by Thos. J. Keating, Attorney named in mortgage, be ratified and confirmed, on or after the 24th. day of June next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 2nd day of June, 1955, and ending on the 16th. day of June 1955.

The report states the amount of sales to be $4,600.00.

T. SORDEN PIPPIN Clerk

Filed: May 25, 1955

STATEMENT OF MORTGAGE DEBT
Filed June 24, 1955

THOMAS J. KEATING, Jr., Attorney named in Mortgage, Centreville, Maryland	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY,
vs.	IN EQUITY.
ROBERT R. RYANS and CATHERINE B. RYANS, his wife, Centreville, Maryland MORTGAGORS.	Chancery No.

STATEMENT OF MORTGAGE DEBT

The following amounts (exclusive of any costs of foreclosure) have been paid by Spencer Ferguson for and on account of the debt due by Robert Ryans and Catherine Ryans, his wife, and Aubrey Ryans, Louis Ryans and Etta Ryans, makers of a renewal

of the promissory note described in the Mortgage being foreclosed in this cause:

Principal of renewal note dated May 15, 1954, payable three months after date	$2,134.80
Interest thereon from August 15, 1954 to May 24, 1955 at 5%	81.86
Taxes for the year 1954 and 1955 paid by Mortgagee for the benefit of Mortgagors	81.40
TOTAL MORTGAGE DEBT	$2,298.06

SPENCER FERGUSON

STATE OF OHIO, (
) to wit:
COUNTY OF HAMILTON, (

THIS IS TO CERTIFY that on this 16th day of May, 1955, before the subscriber, a Notary Public of the State of Ohio, in and for Hamilton County, personally appeared Spencer Ferguson, Mortgagee, and made oath in due form of law that the aforegoing Statement of Mortgage Debt is true and bona fide as therein set forth.

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

GEORGIANA LEEDOM
NOTARY PUBLIC
GEORGIANA LEEDOM
Notary Public, Hamilton County, Ohio Notary
My Commission Expires 4/22/56 Public
Seal.

NISI

Thomas J. Keating, Jr.
Attorney named in Mortgage
Centreville, Maryland

vs.

ROBERT R. RYANS and
Catherine B. Ryans, his wife
Centreville, Maryland
Mortgagors

In the Circuit Court for

Queen Anne's County

in Equity
No. 3989

ORDERED, this 25th day of May, 1955, that the sale of real estate made and reported in this cause by Thos. J. Keating, Attorney named in Mortgage, be ratified and confirmed, on or after the 24th day of June, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 2nd day of June, 1955, and ending on the 16th day of June, 1955.

The report states the amount of sales to be $4,600.00.

Filed: May 25, 1955.

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 23, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of Thomas J. Keating, Jr., etc., vs. Robert R. Ryans, 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 3 successive weeks before the 24th day of June, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2nd day of June 1955, and the last insertion on the 16th day of June, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed June 24, 1955

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 24th day of June 1955, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Attorney named in Mortgage, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as required by the preceding Order Nisi; and the Attorney named in the Mortgage is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor; and the Attorney named in the mortgage shall file an additional bond in the penalty of $1500.00 before re-

ceiving the balance of the purchase money.

Wm. R. HORNEY
JUDGE

Filed June 24, 1955

Certified Copy of Additional Bond
Filed July 5, 1955

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fifth day of July in the year nineteen hundred and fifty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas J. Keating, Jr., of Queen Anne's County, Maryland, as Principal, and Fidelity and Deposit Company of Maryland, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Hundred Dollars ($1500.00), to the payment of which sum well and truly to be made and done we hereby bind ourselves, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents; sealed with our seals and dated this 1st day of July in the year 1955.

WHEREAS, the above bounden Thomas J. Keating, Jr., as the Attorney named in a certain Mortgage from Robert R. Ryans and Catherine B. Ryans, his wife, to Spencer Ferguson, dated the 3rd day of June, 1950, recorded in Liber NBW No. 6, folio 274, a Land Record Book for Queen Anne's County, Maryland, has made sale of the Mortgaged property and has been ordered to file an additional Bond by an Order passed by the Circuit Court for Queen Anne's County, in Equity, on the 24th day of June, 1955, in a Cause entitled "Thomas J. Keating, Jr., Attorney named in Mortgage, versus Robert R. Ryans and Catherine B. Ryans, his wife, Mortgagors", and numbered 3989 on the Chancery Docket of said Court.

NOW the condition of the above obligation is such that if the above bounden, Thomas J. Keating, Jr., do, and shall well and faithfully, abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the mortgaged premises or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED and DELIVERED
IN THE PRESENCE OF

MARY KER KEATING
Mary Ker Keating

As to Surety:

C. BERG
C. Berg

THOS. J. KEATING JR. (SEAL)
(Thomas J. Keating, Jr.)
PRINCIPAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND,
a body corporate, by

WESLEY C. BROOKS
Wesley C. Brooks Attorney-in-fact

Corporate Seal

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed July 5, 1955

T. SORDEN PIPPIN Clerk

Certified copy of Power of Attorney is attached hereto.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 94, 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 this Fifth day of July in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

SUPPLEMENTAL STATEMENT OF MORTGAGE DEBT
Filed July 19, 1955

THOMAS J. KEATING, JR., Attorney named in Mortgage, Centreville, Maryland	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY,
vs.	:	INEQUITY.
ROBERT R. RYANS and CATHERINE B. RYANS, his wife, Centreville, Maryland MORTGAGORS.	:	

SUPPLEMENTAL STATEMENT OF MORTGAGE DEBT

The Supplemental Statement of Mortgage Debt of Thomas J. Keating, Jr., Attorney named in Mortgage, Plaintiff, shows:

THAT the promissory note of Aubrey Ryans, Louis Ryans, and Etta Ryans endorsed by Spencer Ferguson, Mortgagee, dated May 15, 1954, payable three months after date in the amount of $2,134.80 contained a provision for the payment of five per cent commissions for the collection of same.

THAT the principal amount of the note aforesaid is	$2,134.80
Interest as per statement previously filed	81.86
	$2,216.66
Collection commission due Thomas J. Keating, Jr., at 5% on above	$ 110.83
	$2,327.49

THOS J. KEATING JR.
(Thomas J. Keating, Jr.)
ATTORNEY NAMED IN MORTGAGE

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

THIS IS TO CERTIFY that on this 18th day of July, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Attorney named in Mortgage, and made oath in due form of law that the aforegoing Supplemental Statement of Mortgage Debt is true and bona fide as therein set forth;

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

MARY KER KEATING
NOTARY PUBLIC

Filed July 19, 1955
Notary
Public
Seal

CERTIFIED COPY OF DEED
Filed July 19, 1955

::::::::::::::::::::::::::::::::::
#30,932. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Fourth day of October, in the year nineteen hundred and fifty one, the following Deed was brought to be recorded to wit:

THIS DEED made this 27 day of August 1951 by Robert R. Ryans and Catherine B. Ryans, his wife, of Queen Anne's County in the State of Maryland witnesseth:

THAT for and in consideration of the sum of One Dollars ($1.00) and the assumption by the Grantee of the payment of a certain mortgage from the said Robert R. Ryans and Catherine B. Ryans, his wife to Spencer Ferguson for the sumof Two Thousand Two Hundred Dollars ($2200) on a promissory note to The Centreville National Bank of Maryland, upon which note there is, at the present time a balance of $2173.65 still due:

THE said Robert R. Ryans and Catherine B. Ryans, his wife, do hereby grant and convey unto Aubrey Ryans, of Wilmington, Delaware, his heirs and assigns in fee simple, all of the following described real estate to wit:

ALL that farm or tract of land situate on the road from Clannahan's Shop to Haydens Station, known as the "Stant Fram", and more particularly described as follows: ALL that tract, part of a tract of land and farm called and known as "The Daniel L. Mackey Farm," "The Jonathan Stant Farm", "Crumps Forest", and "The Denver Tract", or by whatsoever name it may be called, situate in the Third Election District of Queen Anne's County, State of Maryland, on the East side of the public road commonly known as "The Clough Road" and on the right side of the public road from Booker's Wharf to Ashland or Hayden's Station on the Pennsylvania Railroad in the apex formed by the crossing of said public roads and adjoining the Atwell Farm formerly of John B. Brown, the farm formerly of J. Hersey Hall, "The Isaac Worrel Farm", and "The Spencer Wright Farm", and containing One Hundred and Thirty (130) acres of land, more or less; being all of the land described in and convyed by a deed to the said Robert R. Ryans and wife from John Palmer Smith and wife dated June 3, 1950 and recorded among the land records of Queen Anne's County in Liber NBW No. 6, folio 273.

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

AND the said Robert R. Ryans and Catherine B. Ryans, his wife does hereby covenant to warrant specially the said land except as to the aforesaid mortgage and to execute such further assurances thereof as may be requisite and necessary.

Witness our hands and seal the day and year herein first above written.

WITNESS KATHERINE C. O'NEAL
Katherine C. O'Neal

ROBERT R. RYANS (SEAL)
Robert R. Ryans

CATHERINE B. RYANS (SEAL)
Catherine B. Ryans

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

This is to certify that on this 27 day of August 1951 before the subscriber a Notary Public of the State of Maryland, in and for Queen Anne's County, Personally appeared Robert R. Ryans and Catherine B. Ryans, his wife and did each acknowledge the within and aforegoing deed to be their respective 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. O'NEAL
Notary Public
Katherine C. O'Neal

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 3, folios 161, 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 Eighteenth day of July in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

Filed July 19, 1955

AUDIT
Filed July 19, 1955

Thomas J. Keating, Jr., Attorney
named in Mortgage

vs.

Robert R. Ryans and
Catherine B. Ryans, his wife
Mortgagors

In The Circuit Court For
Queen Anne's County In
Equity Cause No. 3989

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of Thomas J. Keating, Jr., Attorney named in Mortgage (and vendor) in this foreclosure proceeding; and it appears that the proceeds of the mortgage sale were more than sufficient for the payment of the mortgage debt, interest, taxes and costs of collection in full.

2. That in the within account said Vendor is charged with the gross proceeds of the sale made by him, and he is allowed throughout his commissions for making sale in accordance with the terms of the mortgage, the court costs, the costs of the corporate surety bond filed therein, the auctioneer's charges for crying said sale, the costs of advertising the sale and the several costs for advertising the order nisis of this cause, the auditor's fee, and the amount of the mortgage debt, including principal, interest, taxes and costs of collection of sale, per statement and supplemental statement of debts filed therein.

3. The surplus proceeds were directed to be paid to Aubrey Ryans, assignee of the Mortgagors, per deed dated August 27, 1951, recorded among the land records of Queen Anne's County In Liber TSP, No. 3, folio 161, a copy of which has been filed in these proceedings.

Respectfully submitted,

J. THOMAS CLARK
Auditor

July 19,1955.

Filed July 19, 1955

Cause No. 3989

The proceeds of the sale of land reported in this cause, in account with Thomas J. Keating, Jr. Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1955 May 24	By gross proceeds of the sale of said land, per report of said vendor, to wit:.....	$4600.00
	By adjustment of 1955 state and county taxes on realestate sold in this proceeding, same being paid previous to sale by Mortgagee, the amount being purchaser's share.....	18.75
		$ 4618.75

Dr.

May 24	To Thomas J. Keating, Jr., Attorney named in the Mortgage (and vendor), per terms of the mortgage, his commissions on the sum of $4600.00 for making the sale, the sum of.....		$229.00
	To do., for court costs of this cause per clerk's receipt, as follows: Costs of T. Sorden Pippin, Clerk.....$30.65 Appearance fee of Thos. J. Keating, Jr. 10.00		40.65
	To do., for additional court costs of this cause per statement of T. Sorden Pippin, Clerk, exhibited, the sum of.....		5.25
	To do., for an amount paid J. Elmer Anthony, auctioneer, for crying the sale, per receipt for the same exhibited.....		46.00
	To do., for an amount due Fidelity and Deposit Company of Maryland for the premiums on the corporate surety bonds filed in this cause by said vendor, per statement for the same exhibited, the sum of.....		18.00
	To do., for amounts paid the Queen Anne's Record-Observer, per their receipts for the same exhibited, as follows, to wit: To costs of advertising sale.....$39.37 To costs of publishing nisi of sale.... 9.00		48.87
	To do., for costs of publishing the order nisi to be passed as to this audit in Queen Anne's Record-Observer.....		7.50
	To J. Thomas Clark, auditor, for stating this audit.....		27.00
	J. THOMAS CLARK Auditor		
July 19, 1955	To Thomas J. Keating, Jr., Attorney named in Mortgage, in full of the mortgage debt and note secured thereby, together with interest, taxes and costs of collection thereof in accordance with the terms of the mortgage, per statement and supplemental statment of debt filed in this cause, the sum of.....	$2408.89	
	To balance carried forward prior to distribution to the assignee of the said Mortgagors.....	1787.59	
		$4618.75	$4618.75

Cr.

By balance carried forward..... $1787.59

Dr.

To Aubrey Ryans, assignee of the real estate sold under the mortgage foreclosure in this cause, being the assignee of Robert R. Ryans and Catherine B. Ryans, his wife, by deed dated August 27, 1951, and duly recorded among the land records in Queen Anne's County aforesaid in Liber T.S.P. No. 3, Folio 161, the surplus proceeds of said sale or the sum of.....	$1787.75	
	$1787.75	$1787.75

July 19, 1955.

J. THOMAS CLARK
Auditor

Filed July 19, 1955

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr., Attorney named in Mortgage	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
vs.	)	IN EQUITY
Robert R. Ryans and Catherine B. Ryans, his wife Mortgagors	)	Cause No. 3989

ORDERED, This 19th. day of July in the year nineteen hundred and fifty five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th. day of August, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 5th. day of August, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed July 19, 1955

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr., Attorney named in Mortgage	In the Circuit Court for Queen Anne's County in Equity
vs.	
Robert R. Ryans and Catherine B. Ryans, his wife Mortgagors	Cause No. 3989

ORDERED, This 19th day of July, in the year nineteen hundred and fifty-five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of August, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 5th day of August, 1955, in some newspaper printed and published in Queen Anne's County.

Filed: July 19, 1955

T. SORDEN PIPPIN, Clerk

True Copy
Test:
T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 2, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of Thomas J. Keating, Jr. vs. Robert R. Ryans, 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 12th day of August, 1955, and that the first insertion of said adve rtisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of July 1955, and the last insertion on the 28th day of July, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

FOR VALUE RECEIVED, to wit: Two Hundred Seventy-nine Dollars and Sixty-six Cents ($279.66), being principal, interest and costs (less a credit of $75.00) of the suit of "E.S. Valliant and Son, Inc., versus Charles Homer and Aubrey Ryans", I do hereby assign unto E. S. Valliant and Son, Inc., the surplus proceeds of sale audited to me in Chancery Cause #3989, in the Circuit Court for Queen Anne's County, in Equity to the extent of said sum of $279.66.

AND I do hereby authorize Thomas J. Keating, Jr., Attorney named in Mortgage, Plaintiff in the aforesaid Chancery Cause, to pay over to E. S. Valliant and Son, Inc., said sum of $279.66 out of the $1787.75 credited to me in the aforesaid Audit, to the intent that a Release from E. S. Valliant and Son, Inc., for said sum of $279.66 shall be a sufficient accounting for said sum by said Attorney.

WITNESS my hand and seal this 18th day of August, 1955.

TEST: AUBREY RYANS (SEAL)

MARY KER KEATING

Filed Aug. 19, 1955

FINAL ORDER OF RATIFICATION

ORDERED this 2nd day of September, 1955, that the Report and Account filed in these proceedings by J. Thomas Clark, 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 proceding Order Nisi; and the Attorney named in Mortgage is directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may be received.

Wm. R. HORNEY
JUDGE

Filed Sept. 2, 1955

::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Tenth day of November in the year nineteen hundred and fifty five, the following Bill of Complaint was filed for record, to wit:

C A U S E N O. 3890

Queen Anne's County Welfare Board, Centreville, Maryland, Complainant,	)	In the Circuit Court for Queen Anne's County, in Equity.
vs.	)	
Harrison Wilkins, Centreville, Maryland, Lucinda Fisher, Grasonville, Maryland, Durley Wilson, Grasonville, Maryland, William Nicholson, Grasonville, Maryland, James Owen Nicholson, 473 North Marshall St., Philadelphia, Pennsylvania, and the Unknown Heirs of Susanna Wilkins, deceased, and Charles Herroed, Centreville, Maryland, Respondents.	)	Cause No. 3890

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, Queen Anne's County Welfare Board, by Howard Wood, 3rd, its Attorney, brings this suit for itself as well as for all other creditors of Char les Wilkins and of Susanna Wilkins, both late of Queen Anne's County, deceased, who will come in and contribute to the expense of said suit; and your orator, complaining, says:

1. That your orator disbursed Old Age Assistance payments, in accordance with its duty provided by the laws of Maryland, unto Charles Wilkins in his lifetime in the total sum of $3,657.65, and unto Susanna Wilkins in her lifetime in the total sum of $2732.90, said payments having been made in the amounts and at the times set forth in the itemized statement of payments so made to Charles Wilkins, marked "Exhibit A" and the itemized statement of payments so made to Susanna Wilkins, marked "Exhibit B", both said itemized statements being filed with this bill and prayed to be taken as a part hereof, of which said total amounts your orator has received no part prior to the filing hereof.

2. That the said Charles Wilkins died a resident of Queen Anne's County, Maryland, on or about the 29th day of July, 1951, intestate, leaving surviving him as his only heirs at law the abovementioned Susanna Wilkins, his widow, and Harrison Wilkins, one of the respondents, his son, who is an adult residing at Centreville, Queen Anne's County, Maryland.

3. That the said Charles Wilkins died possessed of no personal estate, that no letters of administration have been granted on his estate, and that he died seized and possessed of the lot of land, improved by a dwelling house, situate in the Fifth Election District of Queen Anne's County, aforesaid, being Lot No. 23 of the Grason Lots, containing 4 acres of land, more or less, being the same land conveyed to him under the name of Charles Harrison Wilkins, (subject to a life estate of Alexander Wilkins) by John B. Brown, Trustee, by deed dated September 25, 1890, recorded among the land records of Queen Anne's County in Liber W.D. No. 7, folio 88, and by Alexander Wilkins (as to his life estate) by deed dated April 27, 1892, recorded in said Liber at folio 89, certified copies of said deeds being filed herewith, prayed to be taken as parts hereof and marked, respectively, "Exhibit C" and "Exhibit D".

4. That said Susanna Wilkins died a resident of Queen Anne's County, aforesaid, on or about the 7th day of September, 1952, intestate, leaving surviving her the following persons, all adults, named as respondents herein, whom your orator believes to be the only heirs of said Susanna Wilkins, deceased, (but your orator is unable to allege with certainty that Susanna Wilkins left no other heirs) to wit: (1) Lucinda Fisher, who resides at Grasonville, Queen Anne's County, Maryland, and is the child and believed to be the only heir of Rachel Herroed, daughter of the decedent who predeceased her; (2) Durley Wilson, son of the decedent who resides at Grasonville, Queen Anne's County, Maryland; (3) William Nicholson, who resides at Grasonville, Queeen Anne's County, Maryland, and is a son of Annie Nicholson, daughter of the decedent who predeceased her; and (4) James Owen Nicholson, who resides at 473 North Marshall Street, City of Philadelphia, Commonwealth of Pennsylvania, and is also a son of said Annie Nicholson, deceased.

5. That the said Susanna Wilkins died possessed of no personal estate, that no letters of administration have been granted on her estate, and that she died seized and possessed of (1) a one-third undivided interest, acquired as widow and an heir of Charles Wilkins, deceased, in and to the lot of land hereinabove mentioned; and (2) the lot of land, unimproved, situate in the Fifth Election District of Queen Anne's County, aforesaid, containing 24,219 square feet of land, more or less, being the same land conveyed to her by John Wesley Wilkins, et al., by deed dated November 28, 1949 and recorded among said land records in Liber N.B.W. No. 4, folio 579, a certified copy thereof, marked "Exhibit E", being filed herewith as a part hereof.

TO THE END, THEREFORE:

1. That a trustee may be appointed under the Decree of this Honorable Court to sell the two lots of land hereinabove described for the purpose of applying the net proceeds of sale to the payment of the debts of Charles Wilkins and of Susanna Wilkins, both deceased, and

2. That your orator may have such other and further relief as its case may require.

And as in duty bound, etc.,

QUEEN ANNE'S COUNTY WELFARE BOARD

By HOWARD WOOD, 3rd.
Attorney for Complainant.

Filed Nov. 10, 1953

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

I HEREBY CERTIFY, that on this 10 day of November, 1953, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Mary H. Davis, Director of the Queen Anne's County Welfare Board, and made oath in due form of law that none of the Respondents, Harrison Wilkins, Lucille Fisher, Durley Wilson, William Nicholson and James Owen Nicholson is in the military service, nor has any of them been in such military service as defined by the Soldiers' and Sailors' Civil Relief Act and amendments, within six months prior to the present date, that this information is gotten from persons who know said Respondents, and that she is the duly authorized agent of the Complainant to make this affidavit.

T. SORDEN PIPPIN
Clerk

Filed Nov. 10, 1953

"Exhibit A"
Filed Nov. 10, 1953

#188
10-16-51

Charles Wilkins
Grasonville, Md.

To: Queen Anne's County Welfare Board - Dr.

The Queen Anne's County Welfare Board, upon the application of Charles Wilkins, rendered financial assistance to the said Charles Wilkins, in the amounts at tht times as herein stated, to Wit:

1936			
March - December	10 months @	$ 10.00	$100.00
1937			
January - December	12 months @	10.00	120.00
1938			
January - December	12 months @	19.90	238.80
1939			
January -March	3 months @	19.90	59.70
April	1 month @	19.00	19.00
May - December	8 months @	19.90	159.20
1940			
January - December	12 months@	19.90	238.80
1941			
January - December	12 months @	19.90	238.80
1942			
January - December	12 months @	19.90	238.80
1943			
January - March	3 months @	19.90	59.70
April - October	7 months @	16.50	115.50
1944			
February - May	4 months @	17.75	71.00
June - December	7 months @	15.50	108.50
1945			
January -August	8 months @	18.25	146.00
September - December	4 months @	18.50	74.00
1946			
January	1 month @	18.50	18.50
February- November	10 months @	17.50	175.00
December	1 month @	22.66	22.66

1947			
January - June	6 months @	$ 22.66	$ 135.96
July - December	6 months @	23.32	139.92
1948			
January - September	9 months @	23.32	209.88
October - December	3 months @	26.91	80.73
1949			
January - February	2 months @	26.91	53.82
March - May	3 months @	28.05	84.15
June - December	7 months @	28.48	199.36
1950			
January - December	12 months @	28.48	341.76
1951			
January-July	7 months @	29.73	208.11
			$ 3657.65

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

I HEREBY CERTIFY, that on this 10 day of November, 1953, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Mary H. Davis, Director of Queen Anne's County Welfare Board, and made oath in due form of law that the within and aforegoing account as stated is just and true and that said Board has not received any part of the money stated to be due or any security or satisfaction for the same, except what is credited.

T. SORDEN PIPPIN
Clerk

Filed Nov. 10, 1953

"Exhibit B"
Filed Nov. 10, 1953

Susanna Wilkins
Grasonville, Md.

To: Queen Anne's County Welfare Board - Dr.

The Queen Anne's County Welfare Board, upon the application of Susanna Wilkins, rendered financial assistance to the said Susanna Wilkins, in the amounts at the times as herein stated, to Wit:

1943			
March	1 month @	$ 13.10	$ 13.10
April - October	7 months @	16.50	115.50
1944			
February - May	4 months @	17.75	71.00
June - December	7 months @	71.00	108.50
1945			
January - August	8 months @	18.25	146.00
September - December	4 months @	18.50	74.00
1946			
January	1 month @	18.50	18.50
February - November	10 months @	17.50	175.00
December	1 month @	22.66	22.66
1947			
January - June	6 months @	22.66	135.96
July - December	6 months @	23.32	139.92
1948			
January - September	9 months @	23.32	209.88
October - December	3 months @	26.91	80.73
1949			
January - February	2 months @	26.91	53.82
March - May	3 months @	28.04	84.12
June - December	7 months @	28.48	199.36
1950			
January - December	12 months @	28.48	341.76

1951

January - July	7 months	@	29.73	208.11
August	1 month	@	37.46	37.46
September - October	2 months	@	52.46	104.92
November	1 month	@	37.46	37.46
December	1 month	@	39.46	39.46

1952

January - August	8 months	@	39.46	315.68
				$ 2732.90

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10 day of November, 1953, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Mary H. Davis, Director of Queen Anne's County Welfare Board, and made oath in due form of law that the within and aforegoing account as stated is just and true and that said Board has not received any part of the money stated to be due or any security or satisfaction for the same, except what is credited.

T. SORDEN PIPPIN
Clerk.

Filed Nov. 10, 1953

"Exhibit C"
Filed Nov. 10, 1953

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Thirtieth day of April in the year Eighteen hundred and ninety-two, the following Deed was brought to be recorded, to wit:

This Deed, made this Twenty fifth day of September, in the year Eighteen hundred and ninety, by John B. Brown, Trustee of Queen Anne's County, State of Maryland, Witnesseth; Whereas Alexander Wilkins of said County and State, purchased a Lot of land, being No. 23 of the Grason Lots, situate, lying and being in the Fifth Election District of Queen Anne's County, aforesaid described and embraced in Deed of Trust and other proceedings in a case on the Chancery Docket No. 269, of the Circuit Court for Queen Anne's County, in Equity entitled "Philemon B. Hopper and Lloyd Tilghman, Trustees vs. Richard Grason and others" of Lloyd Tilghman, then Trustee, at and for the sum of Eighty dollars, and has paid the purchase money therefor; and Whereas, by an order passed in said case P.B. Hopper and Lloyd Tilghman, Trustees having both died, John B. Brown, aforesaid was appointed Trustee in their stead to complete said trust; and whereas Alexander Wilkins is entitled to a Deed of conveyance of said Lot of Land and desires it conveyed to him for life, with remainder in fee to his Son C. Harrison Wilkins of said County and State-

Now therefore, the said John B. Brown, Trustee, in consideration of the premises, and said sum of Eighty dollars and at request of Alexander Wilkins, doth hereby grant and convey to said Alexander Wilkins (colored) for and during the term of his natural life and no longer, and to Charles Harrison Wilkins as tenant in remainder, in fee, the aforesaid lot of Land, being Lot No. 23 of the Grason Lots, Beginning for the same at the end of the first line of Lot No. 2 thereof, belonging to George Johnson, and running East thirty one perches, then South one degree west twenty and six tenths perches, thence west thirty one perches, thence North one degree East twenty and six tenths perches to the place of Beginning, containing four acres of land--being the same Lot of land now in the possession of said Alexander Wilkins, and which has been in his possession under said purchase for about thirteen years--

Witness his hand and seal

John B. Brown (SEAL)
Trustee.

Witness: John E. Harman

State of Maryland, Queen Annes' County, to wit: I hereby certify that on this Twenty fifth day of September in the year Eighteen hundred and ninety, personally appeared before me, the subscriber a Justice of the Peace of the State, in and for the County aforesaid John B. Brown, Trustee, and acknowledged the aforegoing Deed to be his act.

John E. Harman, J.P.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing is truly taken and copied from Liber W.D. No. 7, folio 88, 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 Third day of November in the year nineteen hundred and fifty-three.

T. SORDEN PIPPIN
Clerk

"Exhibit D"
Filed Nov. 10, 1953

QUEEN ANNE'S COUNTY, to wit: Be it remembered, that on Thirtieth day of April, in the year One Thousand eight hundred and ninety two, the following Deed was brought to be recorded, to wit:

This Deed, made this Twenty seventh day of April, in the year Eighteen hundred and ninety two, by Alexander Wilkins of Queen Anne's County, State of Maryland, Witnesseth; That in consideration of money paid for the said Alexander Wilkins, and money to be paid for him per agreement, to Wilmer Emory by C. H. Wilkins, and whereas the hereinafter Charles H. Wilkins has built on the property with consent of Alexander Wilkins, with the understanding that it was to be the property of said C.H. Wilkins and Whereas A. Wilkins has already given a Deed to C.H. Wilkins in remainder, but now desires to give him full present title thereto--Therefore the said Alexander Wilkins doth grant and convey to the said Charles Harrison Wilkins aforesaid, of Queen Anne's County, Maryland. All that Lot of land, being Lot No. 23, of the Grason Lots, Beginning for the same at the end of the first line of Lot No. 2, thereof belonging to George Johnson and running East thirty one perches, then South one degree west twenty and six tenths perches, thence west thirty one perches, thence North one degree East twenty and six tenths perches to the place of Beginning containing Four acres of land, being the same lot of land described in a Deed from John B. Brown, Trustee, to Alexander Wilkins and recorded immediately preceding these presents, to which special reference is hereby made-said Lot of land being now in my possession.

Witness my hand and seal.

Test: John M. Aker — ALEXANDER his x mark WILKINS
Test as to mark: Chas. T. Morris

State of Maryland, Queen Annes County, to wit: I hereby certify that on this Twenty seventh day of April, Eighteen hundred and ninety two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for County aforesaid, personally appeared Alexander Wilkins, and acknowledged the aforegoing Deed to be his act.

John M. Aker, J.P.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber W.D. No. 7, folio 89, 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 Third day of November in the year nineteen hundred and fifty-three.

T. SORDEN PIPPIN
Clerk

"Exhibit E"
Filed Nov. 10, 1955
::::::::::::::::::::::::::::::::
#28,354. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Nineteenth day of December, in the year nineteen hundred and forty nine, the following Deed was brought to be recorded, to wit:-

THIS DEED made this 28th day of November, 1949, by and between JOHN WESLEY WILKINS and GERTRUDE WILKINS, his wife, JAMES T. WILKINS JR. and CARRIE E. WILKINS, his wife, BERNICE CONYER, widow, and PRISCILLA HANDY, widow, parties of the first part, hereinafter called GRANTORS, and SUSANNA WILKINS, party of the second part, hereinafter called GRANTEE.

WITNESSETH, that for and in consideration of the sum of One Dollar, ($1.00), the receipt of which is hereby acknowledged, the said Grantors, do hereby grant, convey, assign, release and quit claim unto the said Grantee, her heirs and assigns forever, all their right, title, interest and estate whatsoever, in law or in equity, in, to or over any and all of the following described real estate, to wit:

ALL that lot or parcel of land, situate, lying and being on the south side of a private road running in an easterly direction from the county road which branches from the public road leading from Queenstown to Grasonville at the Grasonville cemetery, in the Fifth Election District of Queen Anne's County, State of Maryland, a part of the tract of land known as the "James T. Wilkins Property", and which is contained within the following metes and bounds, courses and distances, according to a Certificate of Survey and Plat thereof made by John C. Fisher, Surveyor, on the 15th day of June, 1949, and recorded or intended to be recorded immediately preceeding the recording of this deed, to wit:

BEGINNING for the outlines thereof at the north east corner of the Charley Sampson land, and the north west corner of this land at an iron pipe on the north side of a private road, thence with said road south 83 degrees east 213 feet to a stake, thence with the Lowman Fisher land south 1 degree 30 minutes west 122 feet to a stone and pipe, thence with the land of Charley Sampson north 81 degrees west 206 feet to a marked oak tree, thence north 1 degree 45 minutes west 113 feet to the place of beginning; and

CONTAINING 24,219 square feet of land more or less; and being part of the same land which was granted and conveyed unto James T. Wilkins by deed dated the 14th day of May, 1908, from Thomas A. Ruth, et ux., recorded in Land Liber S.S. No. 4, folio 554 of Queen Anne's County aforesaid; and being part of the same land of which the said James T.Wilkins died, seized and possessed intestate on or about the year 1934, and which descended unto the said JOHN WESLEY WILKINS, JAMES T. WILKINS JR, BERNICE CONYER and PRISCILLA HANDY, his children and only heirs at law, and being the same lot of land described in paragragh five of the Report of Sale filed in Chancery Cause No. 3015 of

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

TOGETHER with the buildings and improvements thereon 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, including a right of ingress and egress at all times and for all purposes, with or without vehicles or animals to and from the land hereby conveyed or any part thereof and all or any building thereon over and along a private road or right of way leading from the county road which branches from the Queenstown to Grasonville road at the Grasonville Cemetery to lead to the county road leading from Queenstown to Bryantown.

TO HAVE AND TO HOLD the said lot or parcel of land and 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 Grantee, her heirs and assigns, in fee simple.

AND the said Grantors do hereby convenant that they have not done, nor suffered to be done, any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted and conveyed; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors:

TEST:

ANNA S. THOMPSON N.P. Anna S. Thompson N.P.	His Mark JOHN XWESLEY WILKINS (SEAL) John Wesley Wilkins
ANNA S. THOMPSON N.P. Anna S. Thompson N.P.	GERTRUDE WILKINS (SEAL) Gertrude Wilkins
FLORENCE V. CONYER Florence V. Conyer	JAMES T. WILKINS, JR. (SEAL) James T. Wilkins, Jr.
FLORENCE V. CONYER Florence V. Conyer	CARRIE E. WILKINS (SEAL) Carrie E. Wilkins
JANIE H. SADDLER J.P. Janie H. Saddler J.P.	BERNICE CONYER (SEAL) Bernice Conyer
JANIE H. SADDLER J.P. Janie H. Saddler J.P.	Her mark PRISCILLA X HANDY (SEAL) Priscilla Handy her mark H.H.S.

STATE OF MARYLAND :
to wit:
CAROLINE COUNTY :

I HEREBY CERTIFY that on this 6 day of September, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN WESLEY WILKINS and GERTRUDE WILKINS, his wife, and each acknowledged the aforegoing deed to be their respective act.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

ANNA S. THOMPSON
Notary Public

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

I HEREBY CERTIFY that on this 28th day of November 1949, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared James T. Wilkins Jr. and Carrie Wilkins, his wife, Bernice Conyer, widow, and Pricilla Handy widow, and each acknowledged the aforegoing deed to be their respective act.

WITNESS my hand:

JANIE H. SADDLER
Justice of the Peace

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber N.B.W. No. 4, folios 579, etc., a Land Record Book for Queen Anne's County.

Clerk's Seal.

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 November in the year nineteen hundred and fifty-three.

T. SORDEN PIPPIN
Clerk

Order of Publication
Filed Nov. 10, 1953

Cause No. 3890

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

QUEEN ANNE'S COUNTY WELFARE BOARD, Centreville, Maryland, Complainant,

vs.

HARRISON WILKINS, Centreville, Maryland, LUCILLE FISHER, Grasonville, Maryland, DURLEY WILSON, Grasonville, Maryland, WILLIAM NICHOLSON, Grasonville, Maryland, JAMES OWEN NICHOLSON, 473 N. Marshall St., Philadelphia, Pennsylvania, and the UNKNOWN HEIRS OF SUSANNA WILKINS, DECEASED, RESPONDENTS.

ORDER OF PUBLICATION

The object of the Bill is to procure a decree for the sale of the hereinafter described real estate for the purpose of applying the net proceeds of sale to the payment of the debts of Charles Wilkins and Susanna Wilkins, and for such other and further relief as the complainant may be entitled to.

The Bill alleges that the Complainant disbursed Old Age Assistance payments to Charles Wilkins of $3,657.65 and to Susanna Wilkins of $2732.90, that Charles Wilkins died a resident of Queen Anne's County, Maryland, about July 29, 1951, intestate, leaving said Susanna Wilkins, his widow, and Harrison Wilkins, one of Respondents, his adult son, as his only heirs; that no letters of administration have been granted upon his estate, that he died possessed of no personal estate but seised and possessed of the lot of land, improved by a dwelling house, situate in the Fifth Election District of said Queen Anne's County, being Lot No. 23 of the Grason Lots, containing 4 acres of land, more or less, being the same land conveyed to him by two deeds: (1) from John B. Brown, Trustee, dated September 25, 1890, recorded among the land records of said County in Liber W.D. No. 7, folio 88, and (2) from Alexander Wilkins, dated April 27, 1892, recorded in said Liber at folio 89; that Susanna Wilkins died a resident of said County about September 7, 1952, intestate, leaving surviving her the following adult persons, all respondents to this suit, as her only heirs known to the Complainant: Lucille Fisher, child and believed to be only heir of Rachel Hurt, daughter of decedent who predeceased her; Durley Wilson, son of decedent; William Nicholson, son of Annie Nicholson, daughter of decedent who predeceased her; and James Owen Nicholson, also a son of said Annie Nicholson, deceased; that no letters of administration have been granted upon the estate of Susanna Wilkins, that she died possessed of no personal estate but seised and possessed of (1) a one-third undivided interest acquired as widow and an heir of Charles Wilkins, deceased, in and to the lot of land above descrived; and (2) the lot of land, unimproved, situate in the Fifth Election District of said Queen Anne's County, containing 24,219 square feet of land, more or less, which was conveyed to Susanna Wilkins by John Wesley Wilkins, et al., by deed dated November 28, 1949, recorded among said land records in Liber N.B.W. No. 4, folio 579.

It is thereupon, this 10th day of November, 1953, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that the Complainant, by causing a copy of this order to be published in a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 12th day of December, 1953, give notice to James Owen Nicholson and the Unknown Heirs of Susanna Wilkins, deceased, of the object and sustance of the Bill of Complaint and warning them and each of them to be and appear in this Court on or before the 28th day of December, 1953, to show cause, if any they have, why the relief prayed for by the complainant should not be granted.

T. SORDEN PIPPIN
Clerk of the Circuit Court for Queen Anne's County, in Equity.

Filed Nov. 10, 1953

Subpoena
Filed Dec. 5, 1953

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Clerk's Seal QUEEN ANNE'S COUNTY, TO WIT:

TO
Lucille Fisher,
Grasonville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Queen Anne's County Welfare Board, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd day of November, 1953.

Issued the 10th day of November, 1953.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd.

Address Centreville, Maryland T. SORDEN PIPPIN ,Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Subpoena served on Lucille Fisher and copy of Billof Complaint and of Subpoena left with her on Novl 13, 1953.

FRANK Y. WHITELEY
Frank Y. Whiteley

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Harrison Wilkins
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Queen Anne's County Welfare Board, Centreville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd day of November, 1953.

Issued the 10th day of November, 1953.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd

Address Centreville, Maryland T. SORDEN PIPPIN ,Clerk

And at the foot of the aforegoing is the following endorsement, to wit:

Subpoena served on Harrison Wilkins and copy of subpoena and copy of Bill of Complaint left with him on Nov. 19, 1953.

FRANK Y. WHITELEY
Frank Y. Whiteley, Sheriff

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO

Durley Wilson
Grasonville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Queen Anne's County Welfare Board, Centreville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second

Judicial Circuit of Maryland, the 2nd day of November, 1953.

Issued the 10th day of November, 1953.

TO THE DEFENDANT(S):

You are requiredto file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd.

Address Centreville,Maryland T. SORDEN PIPPIN ,Clerk

And at the foot of the aforegoing is the following endorsement, to wit:

Subpoena served on Durley Wilson and copy of Subpoena and copy of Bill of Complaint left with him on Nov. 13, 1953.

FRANK Y. WHITELEY
Frank Y. Whiteley, Sheriff

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place QUEEN ANNE'S COUNTY, TO WIT:

TO William Nicholson
Grasonville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Queen Anne's County Welfare Board, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judicial Circuit of Maryland, the 2nd day of November, 1953.

Issued the 10th day of November, 1953.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd.

Address Centreville, Maryland T. SORDEN PIPPIN ,Clerk

And at the foot of the aforegoing is the following endorsement, to wit:

Subpoena served on William Nicholson and copy of Subpoena and copy of Bill of Complaint left with him on Nov. 13, 1953.

FRANK Y. WHITELEY
Frank Y. Whiteley, Sheriff

Answer of Lucinda Fisher
Filed Dec. 7, 1953

QUEEN ANNE'S COUNTY WELFARE BOARD	)	In the Circuit Court for
vs.	)	Queen Anne's County
HARRISON WILKINS, et al.	)	Cause No. 3890

ANSWER

The Answer of Lucinda Fisher, named in the Bill as Lucille Fisher, of Grasonville, Queen Anne's County, State of Maryland, adult, to the Bill of Complaint of Queen Anne's County Welfare Board against her in this Court exhibited:

This defendant admits the matters and facts set forth in said Bill of Complaint except as follows: (1) her name is Lucinda, not Lucille as alleged, Fisher; (2) she is the daughter of Rachel Herroed, not Rachel Hurt as alleged; she has an adult brother, Charles Herroed, residing at Centreville, County and State aforesaid, she and her brother being the only children (living or dead) of the said Rachel Herroed, deceased.

This defendant consents to the passage of such decree as might be right and proper in the premises, does hereby waive notice of the taking of testimony in this cause, as she does not choose to appear to offer evidence in the premises, and agrees that, should testimony be required in this cause, it may be taken at any time by one of the standing Examiners of this Court.

And as in duty bound, etc.,

LUCINDA FISHER
(Lucinda Fisher)

Filed Dec. 7, 1953

Petition for authority to amend
Bill of Complaint and add party
Defendant.
Filed Dec. 9, 1953

QUEEN ANNE'S COUNTY WELFARE BOARD	)	In the Circuit Court for
	)	Queen Anne's County,
VS.	)	in Equity.
	)	
HARRISON WILKINS, et al.	)	No. 3890

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Queen Anne's County Welfare Board by Howard Wood, 3rd, its attorney, unto your Honors, respectfully shows:

1. That as will appear by reference to the Answer of Lucinda Fisher filed in this cause, one Charles Herroed, adult, of Centreville, Queen Anne's County, Maryland, is an heir of Susanna Wilkins, deceased, although he was not made a party defendant in this cause.

2. That as will also appear by reference to said Answer, the name Lucille Fisher should be amended to read Lucinda Fisher and name Rachel Hurt should be amended to read Rachel Herroed in the Bill.

Wherefore, your petitioner prays your Honors to pass an order permitting it to amend the Bill of Complaint in this Cause by interlineation in order that the word Lucille shall read Lucinda, the word Hurt shall read Herroed and in order that Charles Herroed shall be made a respondent in this Cause and summoned to appear herein.

Respectfully submitted,

HOWARD WOOD, 3rd
Attorney for Petitioner

Filed Dec. 9, 1953

ORDER OF COURT

Upon the aforegoing Petition, IT IS ORDERED, this 11th day of December, 1953, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the complainant in this Cause be and it is hereby granted leave to amend its Bill of Complaint by interlineation in order that the name Lucille shall read Lucinda, the name Hurt shall read Herroed and in order that Charles Herroed shall be added as a respondent and shall be summoned to appear in these proceedings.

Wm. R. HORNEY
Judge

Filed Dec. 11, 1953

Military Affidavit
Filed Dec. 15, 1953

Queen Anne's County Welfare Board	)	In the Circuit Court for
	)	Queen Anne's County
Vs.	)	in Equity.
	)	
Harrison Wilins, et al.	)	Cause No. 3890

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that on this 15 day of Dec., 1953, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Mary H. Davis, Director of the Queen Anne's County Welfare Board, and made oath in due form of law that neither of the Respondents, Lucinda Fisher nor Charles Herroed, is in the military service, nor has either of them been in such military service as defined by the Soldiers' and Sailors' Civil Relief Act and amendments, within six months prior to the present date, that this information is gotten from persons who know said Respondents, and that she is the duly authorized agent of the Complainant to make this affidavit.

T. SORDEN PIPPIN
Clerk

Filed Dec. 15, 1953

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Charles Herroed
Centreville, Maryland,

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Queen Anne's County Welfare Board, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd. day of November, 1953.

Issued the 11th. day of December, 1953.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd.

Address Centreville, Maryland T. SORDEN PIPPIN ,Clerk

And at the foot of the aforegoing is the following endorsement, to wit:

I hereby certify, that I served the within Writ of Subpoena on Charles Herroed by reading same to him and by leaving a copy of same with him together with copies of pleadings.

Served Dec. 21, 1953.

FRANK Y. WHITELY
Sheriff.

ORDER OF PUBLICATION

QUEEN ANNE'S COUNTY WELFARE BOARD, Centreville, Maryland, Complainant

vs.

HARRISON WILKINS, Centreville, Maryland,
LUCILLE FISHER, Grasonville, Maryland,
DURLEY WILSON, Grasonville, Maryland,
WILLIAM NICHOLSON, Grasonville, Maryland,
JAMES OWEN NICHOLSON, 473 N. Marshall St.,
Philadelphia, Pennsylvania, and the UNKNOWN HEIRS OF SUSANNA WILKINS, DECEASED,
Respondents.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY
Cause No. 3890

The object of the Billis to procure a decree for the sale of the hereinafter described real estate for the purpose of applying the net proceeds of sale to the payment of the debts of Charles Wilkins and Susanna Wilkins, and for such other and further relief as the complainant may be entitled to.

The Bill alleges that the Complainant disbursed Old Age Assistance payments to Charles Wilkins of $3,657.65 and to Susanna Wilkins of $2,732.90, that Charles Wilkins died a resident of Queen Anne's County, Maryland, about July 29, 1951, intestate, leaving said Susanna Wilkins, his widow, and Harrison Wilkins, one of Respondents, his adult son, as his only heirs; that no letters of administration have been granted upon his estate, that he died possessed of not personal estate but seized and possessed of that lot of land, improved by a dwelling house, situate in the Fifth Election District of said Queen Anne's County, being Lot No. 23 of the Grason Lots, containing 4 acres of land, more or less, being the same land conveyed to him by two deeds: (1) from John B. Brown, Trustee, dated September 25, 1890, recorded among the land records of said county in Liber W.D. No. 7, folio 88, and (2) from Alexander Wilkins, dated April 27, 1892, recorded in said Liber at folio 89; that Susanna Wilkins died a resident of said County about September 7, 1952, intestate, leaving surviving her the following adult persons, all respondents to this suit, as her only heirs known to the Complainant; Lucille Fisher, child and believed to be only heir of Rachel Hurt, daughter of decedent who predeceased her; Durley Wilson, son of decedent; William Nicholson, son of Annie Nicholson, daughter of decedent who predeceased her; and James Owen Nicholson, also a son of said Annie Nicholson, deceased; that no letters of administration have been granted upon the estate of Susanna Wilkins, that she died possessed of no personal estate but seized and possessed of (1) a one-third undivided interest acquired as widow and an heir of Charles Wilkins deceased, in and to the lot of land above described:; and (2) the lot of land, unimproved, situate in the Fifth Election District of said Queen Anne's County, containing 24,219 square feet of land, more or less, which was conveyed to Susanna Wilkins by John Wesley Wilkins, et al., by deed dated November 28, 1949, recorded among said land records in Liber N.B.W. No. 4, folio 579.

It is thereupon, this 10th day of November, 1953, by the Circuit Court for

Queen Anne's County, in Equity, ORDERED that the Complainant, by causing a copy of this order to be published in a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 12th day of December, 1953, give notice to James Owen Nicholson and the Unknown Heirs of Susanna Wilkins, deceased, of the object and substance of the Bill of Complaint and warning them and each of them to be and appear in this Court on or before the 28th day of December, 1953, to show cause, if any they have, whey the relief prayed for by the complainant should not be granted.

T. SORDEN PIPPIN,
Clerk of the Circuit Court for Queen Anne's County,
in Equity.

True Copy:
Test: T. SORDEN PIPPIN,Clerk

Filed Nov. 10, 1953

THE QUEENSTOWN NEWS

Queenstown, Md. Jan. 18, 1954

THE QUEENSTOWN NEWS, trading as a co-partnership between Michael W. Aker and George J. Steinfelt, do hereby certify that the Order of Publication in the case Queen Anne's County Welfare Board, Centreville, Md., Vs. Harrison Wilkins, Centreville Md., and Others, Cause No. 3890 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 12th day of Dec. 1953, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 13th day of Nov. 1953

THE QUEENSTOWN NEWS

By GEORGE J. STEINFELT

Filed Jan. 28, 1954

Petition for Decree pro confesso
Filed Jan. 29, 1954

Queen Anne's County Welfare Board	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
Harrison Wilkins, et al.	)	Cause No. 3890

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Queen Anne's County Welfare Board by Howard Wood, 3rd, its attorney, unto your Honors respectfully shows:

1. That an order of publication has been duly published against James Owen Nicholson, adult non-resident respondent, and the unknown heirs of Susanna Wilkins, deceased.

2. That the respondent, Lucinda Fisher, has been summoned and has filed her answer in these proceedings, consenting to the passage of such decree as may be right and proper in the premises, and waiving notice of the taking of testimony in this cause.

3. That the remaining respondents, Harrison Wilkins, Durley Wilson, William Nicholson and Charles Herroed, adult residents of Queen Anne's County, Maryland, have all been summoned but have failed to appear within the respective times limited by law for their appearance in this cause.

4. That your petitioner advises that it is entitled to have its bill taken pro confesso against the respondents, other than Lucinda Fisher, who has answered the Bill as aforesaid.

Respectfully submitted,

HOWARD WOOD, 3rd
Solicitor for Petitioner

Filed Jan. 29, 1954

DECREE

The proceedings heretofore had in this cause, having been read and considered, IT IS THEREUPON, this 29th day of January, 1954, by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court, ADJUDGED, ORDERED and DECREED that the Bill of Complaint heretofore filed herein, be and the same is hereby taken pro confesso as against the respondents, Harrison Wilkins, Durly Wilson, William Nicholson, James Owen Nicholson, Charles Herroed and the unknown heirs of Susanna Wilkins, deceased; but because it does not certainly appear to what relief the complainant is entitled, it is further ADJUDGED, ORDERED and DECREED, by this Court, that leave be and the same is hereby given unto the Complainant to take testimony before one of the standing examiners of this Court to support the allegations of the Bill.

Wm. R. HORNEY
Judge

Filed Jan. 29, 1954

Report of Examiner &
Depositions
Filed Feb. 17, 1954

QUEEN ANNE'S COUNTY WELFARE BOARD	)	In the Circuit Court for Queen Anne's County in Equity.
VS.	)	
HARRISON WILKINS, ET AL.	)	Cause No. 3890

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Solicitor for the Plaintiff, 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 17th day of February, 1954, in the Law Office of Gibson and Wood, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 10 o'clock A.M., there being present Mary H. Davis, a witness, Caroline T. Wilson, Stenographer, and Howard Wood, 3rd. Another witness, Harrison Wilkins, appeared at 10:30 A.M. Therupon after the Stenographer was sworn, the following testimony was taken:

RICHARD T. EARLE
Examiner

Mary H. Davis, the first Witness produced on the part of the plaintiff, of lawful age, being duly sworn and examined, did depose and say:

BY MR. WOOD:

Q. Please state your name, occupation and place of residence.

A. Mary H. Davis, Director of Queen Anne's County Welfare Board, Rock Hall, Md.

Q. As Director of Queen Anne's County Welfare Board, is it or not your duty to superintend the keeping of accounts of money advanced by said Board as Old Age Assistance Payments?

A. It is.

Q. State whether or not the records in the office of the Queen Anne's County Welfare Board disclose that Charles Wilkins and Susanna Wilkins, late of Grasonville, Maryland, deceased, have received Old Age Assistance payments from said Board.

A. They have.

Q. Have you prepared a copy or statement of the condition of the Queen Anne's County Welfare Board accounts with reference to such payments made to Charles Wilkins and also to Susanna Wilkins?

A. I have.

Q. Has there been any payment made to the Queen Anne's County Welfare Board on the Charles Wilkins account, since you prepared it?

A. No.

Q. I hand you your sworn statement of said account as of November 10, 1953, in the sum of $3,657.65, filed in this case as Exhibit A. Is this or not a correct statement of the account as it is presently outstanding and if not, please indicated what, if any, amendments must be made to correct it?

A. The statement is correct.

Q. Has there been any payment made to the Queen Anne's County Welfare Board on the Susanna Wilkins account, since you prepared it?

A. No.

Q. I hand you your sworn statement of said account as of November 10, 1953, in the sum of $2,732.90, filed in this case as Exhibit B. Is this or not a correct statment of the account as it is presently outstanding, and if not, please indicated what, if any, amendments must be made to correct it?

A. The statement is correct.

EXAMINER'S SPECIAL:

A. Not that I now of.

MARY H. DAVIS
(Mary H. Davis)

Harrison Wilkins, the second Witness produced on the part of the plaintiff, of lawful age, being duly sworn and examined, did depose and say:

BY MR. WOOD:

Q. Please state your name, address, age and occupation.

A. Age, 65, address Centreville, worker in fertilizer factory. Name, Harrison Wilkins.

Q. Please state your relationship, if any, to Charles Wilkins, late of Grasonville, Maryland, deceased.

A. He was my father.

Q. State when your father, Charles Wilkins, died.

A. It has been about four years ago.

Q. Did you known where your father died?

A. He died right home at Gransonville.

Q. Of what County was your father a resident at the time of his death?

A. Queen Anne's County.

Q. Do you know whether or not your father, Charles Wilkins, left a Will?

A. No sir, I really don't know. If he did, I never heard of it.

Q. Do you know of any property which your father, Charles Wilkins, owned except for his house and land at the time of his death?

A. Thats the only piece I know of. He owned nothing else except his clothes.

Q. Do you know whether or not your father, Charles Wilkins, owned any real estate at the time of his death? If so, state the location and type of property?

A. It is in Mill Lane, near Grasonville. About four acres and a house.

Q. I now hand you a copy of a deed, filed in this case, from John B. Brown, Trustee, to Charles Harrison Wilkins (subject to a life estate of Alexander Wilkins), dated September 26, 1890, and a copy of another deed filed in this case from Alexander Wilkins (as to his life estate) to Charles Harrison Wilkins, dated April 27, 1892, Can you state from these deed copies whether or not the land therein described is the same land which you have stated that your father, Charles Wilkins, owned at his death, in fee simple?

A. Yes sir I really can.

Q. I assume that your father's name was Charles Harrison Wilkins. Is that correct?

A. Yes, sir, that was his name.

Q. Are you not familiar with the land described in the copies of the deeds which I have shown you andwhich your father owned at the time of his death?

A. Yes, sir, I really know.

Q. Are you or not familiar with the value of other land in the same neighborhood?

A. Yes, sir.

Q. Are you yourself the owner of real estate located near Centreville, Queen Anne's County, Maryland?

A. Yes, sir.

Q. What is your considered opinion of the present fair market value of the land and house owned by your father at the time of his death?

A. No more than $700.00 the way things are fixed now. Because the house aint fit for nothing no how.

Q. Did you father leave a widow surviving him? If so, what is her name?

A. Yes, Susanna Wilkins.

Q. What children, if any, did your father leave surviving him, other than yourself?

A. Nobody but me.

Q. Did your father have any children who died before he did leaving children or descendents who survived him?

A. No sir.

Q. Was Susanna Wilkins your mother, or are you a child of Charles Wilkins by an earlier marriage?

A. I am Charles Wilkins son by an earlier marriage. My mother's name was Minnie Wilkins.

Q. Did you know Susanna Wilkins?

A. Yes, sir, I knowed her.

Q. Do you know whether Susanna Wilkins is living or dead and if dead, about when did she die?

A. She's dead. She died about two years after Papa died.

Q. Where did she die?

A. Right in the house where he died at.

Q. Of which County was she a resident at the time of her death?

A. Queen Anne's County.

Q. Do you know whether or not Susanna Wilkins left a Will?

A. No sir.

Q. Do you know of any property which Susanna Wilkins owned except for land at the time of her death?

A. No, sir.

Q. Do you know whether or not Susanna Wilkins owned real estate at the time of her death? If so, state the location and type of property.

A. She owned a piece of ground adjoining Ruth property and Mr. Ewing and Johnnie Heart. About an acre.

Q. I now hand you a copy of a deed filed in this case from John Wesley Wilkins and others to Susanna Wilkins, dated November 28, 1949. Can you state from this deed copy whether or not the land therein described is the same land which you have stated that Susanna Wilkins owned at her death in fee simple?

A. Yes sir.

Q. Are you not familiar with the land described in the copy of the deed which I have just shown you and which Susanna Wilkins owned at the time of her death?

A. Yes sir.

Q. What is your considered opinion of the present fair market value of the lot/land of owned by Susanna Wilkins at the time of her death?

A. In my opinion, I am going to tell you the truth, $40.00.

Q. Did Susanna Wilkins die a widow, or had she remarried after your father's death?

A. She died a widow.

Q. What children, if any, did Susanna Wilkins leave surviving her? If any, state whether they are adults, whether or not you know them and if so, for how long, and give the place of residence of each, if you know it.

A. I know them all. One boy, Durley Wilson, her child, Grasonville, adult, in his thirties. I've known since he was born.

Q. State, if you know, what, if any, children or descendants of children of Susanna Wilkins, who predeceased her, survived Susanna Wilkins' death? In each case state whether the person so surviving is an adult, whether or not you know him or her, if so, for how long, and his or her place of residence.

A. She had three children, two died and one lived. One that died was named Rachel Herroed and a body named Redmond Wilson and Annie Nickerson her daughter also died before she did. That makes four children instead of three. Rachel left Charles Herroed and Lucille Fisher, both over twenty-one. Charles Herroed lives in Centreville, and Lucille Fisher lives in Grasonville. Redmond left no children or descendants. Annie Nickerson left two boys. William Nickerson lives in Grasonville, an adult, and Owens Nickerson lives in Philadelphia, annadult. I have known all of them all their lives.

EXAMINER'S SPECIAL:

A. No.

HARRISON WILKINS
(Harrison Wilkins)

No further depositions being offered the examiner's report.

Caroline T. Wilson, the Stenographer---------$10.00
Richard T. Earle, Examiner----------$10.00

Respectfully submitted.

RICHARD T. EARLE
Examiner

Filed Feb. 17, 1954

DECREE
Filed March 5, 1954

Queen Anne's County Welfare Board	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity.
	)	
Harrison Wilkins, et al.	)	Cause No. 3890

DECREE

The above cause standing ready for hearing, and being submitted without argument on the Bill and other proceedings filed herein, the Bill of Complaint, exhibits, depositions and other proceedings were, by the Court, read and considered.

IT IS THEREUPON, on this 5th day of March, 1954, 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 be sold at public sale to be conducted by the Trustee hereinafter appointed, for the purpose of applying the proceeds of sale to the payment of the debts of Charles Wilkins and Susanna Wilkins, deceased.

THAT Howard Wood, 3rd, of Queen Anne's County, State of Maryland, be and he is hereby appointed trustee 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 with corporate surety to be approved by said Clerk in the penalty of Twenty-Five Hundred Dollars ($2,500.00).

That he shall advertise the time, place, manner and terms of sale in a newspaper printed and published in said Queen Anne's County for at least three weeks prior to the day of sale, said terms to provide payment of the entire purchase price in cash, or one-third of the purchase price in cash, and two-thirds upon final ratification of said sale by this Court, the deferred payment to bear interest from day of sale and be secured to the Trustee's satisfaction.

That he shall then proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidder for said property.

That he shall report a full account of said sale to this Court with an affidavit of the truth and fairness thereof.

That upon the final ratification of said sale, and full payment of the purchase money, he shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold to him, free, clear and discharged of all claims of the parties to this cause, the creditors of Charles Wilkins and of Susanna Wilkins, deceased, or of those claiming by, through or under them or any of them.

That the said trustee shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court, after deducting therefrom 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 that, at the time of the first insertion or publication of the advertisement of sale above required, he shall publish in the same newspaper a notice to creditors of Charles Wilkins and of Susanna Wilkins, deceased, requiring them to file their claims against said decedents with the Clerk of this Court within 90 days of the date of said first insertion or be excluded from participating in the proceeds of said sale.

Wm. R. HORNEY
Judge

Filed March 5, 1954

Certified Copy of Bond
Filed March 8, 1954

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eighth day of March in the year nineteen hundred and fifty four, the following Bond was filed for record, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, That we, Howard Wood, 3rd, of Queen Anne's County, State of Maryland, as principal, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Five Hundred Dollars ($2,500.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of March, 1954;

WHEREAS, the above bounden Howard Wood, 3rd, has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 5th day of March, 1954, trustee to makesale of the real estate mentioned and described in the cause in said court entitled "Queen Anne's County Welfare Board vs. Harrison Wilkins, et al.," being Cause No. 3890, in the Circuit Court for Queen Anne's County, in Equity;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Howard Wood, 3rd, 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:

HOWARD WOOD, 3rd (SEAL)

CAROLINE T. WILSON
Corporate Seal

HARTFORD ACCIDENT AND INDEMNITY
COMPANY

BY GIBSON AND WOOD

BY HOWARD WOOD, 3rd
Its Attorneys-in-fact

And at the foot of the aforegoing is the following endorsement, to wit:

Security approved & bond filed March 8, 1954

T. SORDEN PIPPIN, Clerk

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

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 1, 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 this Eighth day of March in the year nineteen hundred and fifty-four.

T. SORDEN PIPPIN
Clerk

Report of Sale
Filed April 13, 1954

QUEEN ANNE'S COUNTY WELFARE BOARD	)	In the Circuit Court for Queen Anne's County in Equity.
VS.	)	
HARRISON WILKINS, ET AL.	)	Cause No. 3890

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this Cause by Howard Wood, 3rd, 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 5th day of March, 1954, your trustee filed a bond in this cause in the penalty of Twenty Five Hundred Dollars ($2500.00) 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 advertised the time, place, manner and terms of sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks prior to April 6, 1954, as will appear by reference to the certificate of advertisement of sale which is hereto attached as a part hereof.

3. That your trustee was unavoidably and suddenly called out of the State of Maryland on account of personal affairs and therefore entrusted the conducting of the sale to James E. Thompson, Jr., Esquire, Attorney at Law of Centreville, Maryland, who attended in front of the Court House door at Centreville, Maryland, as your trustee's agent, pursuant to said advertisement of sale at 1:30 o'clock P.M., on Tuesday, April 6, 1954, and offered the real estate described in said advertisement for sale at public auction by Ross Rhodes, auctioneer.

4. That at the time and place aforesaid said real estate was offered in two parcels; the highest bid for Parcel No. One was $175.00 and the highest bid for Parcel No. Two was $25.00. Both parcels were then offered as a unit and no bids whatever were received for the same. In accordance with your trustee's instructions the property was then withdrawn and sold at private sale to Thomas R. Ewing at and for the sum of Two Hundred Fifty Dollars ($250.) for both parcels, subject to the ratification of this sale by this Honorable Court; and said buyer has paid the full sum of $250.00 for the aforesaid property upon the advertised terms of sale.

5. That your trustee believes the said price to be the best price obtainable for the property, the improvements on Parcel No. One being dilapidated and almost in a state of collapse and the access to Parcel No. Two from the improved public road being difficult and treacherous.

6. That at the time of the several insertions of said advertisement of sale in said newspaper your trustee published in the same newspaper a notice to the creditors of Charles Wilkins, deceased, and the creditors of Susanna Wilkins, deceased, requiring them to file their claims against each of their decedents with the Clerk of this Court within 90 days of the time of the first publication of said notice, or be excluded from participating in the proceeds of said sale, as will appear by reference to the certificate of publication of said notices to creditors hereto attached as a part hereof.

Respectfully submitted,

HOWARD WOOD, 3rd.
Trustee

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

I HEREBY CERTIFY that on this 10 day of April, 1954, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, 3rd, and made oath in due form of law, that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein stated, and that the sale therein reported, was fairly made.

T. SORDEN PIPPIN
Clerk

TRUSTEE'S SALE
OF
REAL ESTATE

The undersigned trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed March 5, 1954, in Cause No. 3890 in said Court, will sell at public sale to the highest bidder in front of the Court House Door in Centreville, Maryland, on TUESDAY, APRIL 6, 1954 Commencing at 1:30 o'clock p.m., all of the following described real estate:

PARCEL NO. 1: All that lot of land improved by a dwelling house situate in the Fifth Election District of Queen Anne's County, Maryland, being Lot No.23 of the Grason Lots, on the east side of Mill Lane near Grasonville, known as the Charles Wilkins property, containing four (4) acres of land, more or less; being the same land conveyed to Charles Harrison Wilkins by two deeds, (1) from John B. Brown, trustee, dated September 25, 1890, recorded among the land records of said county in Liber W.D. No. 7, folio 88, and (2) from Alexander Wilkins, dated April 27, 1892, recorded in said Liber at folio 89.

PARCEL NO, 2 All that unimproved lot of land situate in the Fifth Election District of said county on the south side of a private road running easterly from the county road which branches from the Queenstown-Grasonville public road at the Grasonville Cemetery, formerly known as part of the James T. Wilkins property, adjoining land of Thomas Ewing, containing 24219 square feet of land, more or less; being the same land conveyed to Susanna Wilkins by John Wesley Wilkins et al., by deed dated November 28, 194, and recorded among said land records in Liber N.B.W. No. 4, folio 579.

TERMS OF SALE

Whole price may be paid in cash on day of sale or one-third of purchase money shall be paid in cash on day of sale, the balance on final ratification of sale by said court, said balance to bear interest from date of sale and be secured to the trustee's satisfaction. Full possession will be given to the purchaser on final ratification of sale. Title papers, revenue stamps and cost of recording deed to be at purchaser's expense.

HOWARD WOOD, 3rd, Trustee

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. April 21 1954

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale of Real Estate in the case/estateof Charles Wilkin's 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 day of 19 , and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11th day of March 1954, and the last insertion on the 1st day of April 1954.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By ADA LEE MILLS

Filed April 13, 1954

ORDER NISI
Filed April 13, 1954.

N I S I

Queen Anne's County Welfare Board	)	In the Circuit Court for
	)	Queen Anne's County
vs.	)	in Equity
	)	
Harrison Wilkins, et al.	)	Chancery No. 3890

ORDERED, this 13th. day of April, 1954, that the sale of the real estate made and reported in this cause by Howard Wood, 3rd., Trustee, be ratified and confirmed on or after the 14th. day of May next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 22nd. day of April, 1954, and ending on the 6th. day of May, 1954.

The report states the amount of sales to be $250.00.

T. SORDEN PIPPIN Clerk

Filed: April 13, 1954.

EXCEPTIONS
Filed May 21, 1954

QUEEN ANNE'S COUNTY WELFARE BOARD	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
HARRISON WILKINS, ET. AL.	IN EQUITY No. 3890

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Herman Thompson, by Turner and Turner, his Solicitors, and prays leave of the Court to except to the Report of Sale of Howard Wood, 3rd, Trustee, heretofore filed in this cause:

1. For that on the 6th day of April, 1954, the said Herman Thompson, among others, did attend a public sale conducted by James E. Thompson, Jr., for and as agent for said Trustee, of the property described in this cause and decreed to be sold in front of the Court House door, in Centreville, Maryland, and did then and there place with the auctioneer the highest bid for Parcel No. One, as offered, at and for the sum of One Hundred Seventy-five Dollars ($175.00), and for Parcel No. Two, as offered, at and for the sum of Twenty-five Dollars ($25.00), said property receiving no bid when offered together as one unit, all as will appear by reference to said report of sale.

2. That at the time of said sale, or prior thereto, no announcement was made, within the knowledge of your Petitioner, as to any private offer theretofore received by said Trustee, as should have been announced.

3. That said property was withdrawn from public sale by said Trustee, or his agent, and the same day sold at private sale to Thomas R. Ewing, as per his private offer, at and for the sum of Two Hundred and Fifty Dollars ($250.00).

4. That your Petitioner, being the highest bidder at said public sale, inquired of the said James E. Thompson, Jr., agent for said Trustee, his reasons for withdrawing said property from public sale, at which time, and only then, was your Petitioner informed of the private offer as above mentioned, and was further told that it has been announced, unbeknownst to your Petitioner, that said property "had to bring more than Two Hundred Dollars ($200.00)", which in fact was an amount equal to that of your Petitioner's bid at the public sale and lower than the amount of the private offer.

5. That your Petitioner, having made the highest bid at the public sale, and not knowing of the private offer, felt that said property was to be struck down to him, and did not therefore raise his own bid, while in fact he was prepared, if necessary, to bid a considerably higher amount for said property, and has been, and is now ready and willing to pay a substantially larger amount for said property, either at public or private sale.

Respectfully submitted:

TURNER AND TURNER
Turner and Turner

This is to certify that a copy of the aforegoing Exceptions was served on Howard Wood, 3rd, Trustee, by leaving a copy of the same at his law office on Lawyer's Row, Centreville, Maryland, this 21st day of May, 1954.

TURNER AND TURNER

Motion to strike out exceptions
Filed May 26, 1954

Queen Anne's County Welfare Board	In The Circuit Court For
vs.	Queen Anne's County In
Harrison Wilkins, et. al.	Equity No. 3890

To the Honorable, The Judge of said Court:

Now comes Thomas R. Ewing, purchaser, by J. Thomas Clark, his attorney, and moves the Court to strike out the exceptions heretofore filed in this cause by Herman Thompson to the Report of Sale of Howard Wood, 3rd, Trustee, and for reason says:

1. That the said Herman Thompson is not a party to these proceedings.

2. That the said Herman Thompson not being a party to these proceedings his rights and interests could not be affected by the sale reported in this cause.

3. For that the sale made by the said Trustee to your purchaser was fairly made.

4. And that the amount paid by your purchaser to the said Trustee for the purchase of the real estate sold in this cause was reasonable, just and adequate, the same being greater than the sums bid at public auction.

5. And for other reasons to be shown at the hearing of this motion.

Respectively submitted,

J. THOMAS CLARK
Attorney for Thomas R. Ewing

I hereby certify that a copy of the above motion to strike out the exceptions was served on Turner and Turner, attorney for exceptant and Howard Wood, 3rd, Trustee, by leaving a copy with each at their respective offices in Centreville, Md., this 26th day of May, 1954.

J. THOMAS CLARK

Filed May 26, 1954

QUEEN ANNE'S COUNTY WELFARE BOARD

vs.

HARRISON WILKINS, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 3890

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Herman Thompson unto your Honors respectfully represents:

1. That on the 21st day of May, 1954, your Petitioner, by Turner and Turner, his Solicitors, did file in this Honorable Court certain Exceptions to the Report of Sale of Howard Wood, 3rd, heretofore filed in this cause.

2. That the aforesaid Report of Sale states that the property in this casue decreed to be sold at public auction was sold at private sale to Thomas R. Ewing at and for the sum of Two Hundred and Fifty Dollars ($250.00)

3. That in the Exceptions to said Report of Sale heretofore filed, your Petitioner did aver that at the time of the public sale he was then willing and able and is now ready and willing to pay a substantially larger amount for said property than was bid at the public sale or was paid for said property at said private sale.

4. That in order that this Honorable Court may have all facts before it, your Petitioner does hereby offer unto said Trustee the sum of Four Hundred Fifty - - Dollars ($450.00) as and for the purchase price of said property, and will pay the same in cash unto said Trustee upon the acceptance thereof.

Respectfully submitted:

TURNER & TURNER
Turner and Turner
Solicitors for Petitioner

HERMAN S. THOMPSON
Petitioner

This is to certify that a copy of the aforegoing Petition was served on Howard Wood, 3rd, Trustee, and on J. Thomas Clark, Solicitor for Thomas R. Ewing by leaving the same at their respective law offices in Centreville, Maryland, on Lawyers' Row, this 28th day of May, 1954.

TURNER & TURNER
Solicitors for Petitioner

Filed May 28, 1954

Petition
Filed May 28, 1954

QUEEN ANNE'S COUNTY WELFARE BOARD

VS.

HARRISON WILKINS, et al.

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

Cause No. 3890

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Queen Anne's County Welfare Board, by Howard Wood, 3rd, its attorney, and Howard Wood, 3rd, Trustee in this Cause, unto your Honors, respectfully shows:

1. That your Petitioners areadvised that Herman Thompson, the Exceptant to the sale heretofore reported by your Trustee, has now filed in this Cause his written offer to buy at private sale the real estate decreed to be sold herein at and for the sum of $450.00.

2. That, although said offer has been filed more than seven weeks after the sale date, it appears from said exceptions that the offeror has been willing to pay an amount substantially larger than Two Hundred Fifty Dollars ($250.00) for said property ever since the date of sale.

3. That your petitioners desire to obtain the best price for said property, and believe that the rights of the reported buyer, Thomas R. Ewing, will not be injured if the property be resold at public auction. Inasmuch as the reported sale has not been ratified, your Trustee's acceptance of the offer of Thomas R. Ewing is only conditional until confirmed by this Court. Thus said Thomas R. Ewing is also in the position of a mere offeror at the present time.

4. Inasmuch as it appears that said Herman Thompson may have been deterred from making a timely private offer for both parcels of said property (although in point of fact he only bid on Parcel No. One at the attempted auction) by your Trustee's acceptance of the Ewing offer, your petitioners believe that said Herman Thompson has an equity entitled to the protection of this Honorable Court; but your petitioners aver that before incurring the expense of a re-sale, that they should be protected by a guarantee by said Herman Thompson that he will bid at least the amount of his offer filed herein, at such re-sale.

Wherefore your petitioners pray this Honorable Court to pass an order directing your Trustee to offer the said property at public auction provided that Herman Thompson shall bid at least the amount of his present offer at such re-sale.

Respectfully submitted,

HOWARD WOOD, 3rd.
Attorney and Trustee

I certify that I delivered copies of this Petition to Edward Turner Esq. and J. T. Clark Esq. this 28th day of May, 1954.

Howard Wood 3rd.

Filed May 28, 1954

For and in consideration of the agreement of Queen Anne's County Welfare Board, by Howard Wood, 3rd, its attorney, to institute a creditor's suit in the Circuit Court for Queen Anne's County, Maryland, against the heirs at law, known and unknown, of Charles Wilkins and of Susannah Wilkins, both deceased, to recover Old Age Assistance advanced to said decedents in their respective lifetimes, from the two parcels of real estate lying near Grasonville, Maryland, one owned by Charles Wilkins upon his death, containing 4 acres, more or less, (conveyed to him by John B. Brown, Trustee, by deed dated September 25, 1890, and recorded among the Queen Anne's County land records in Liber W.D. No. 7, folio 88, and by Alexander Wilkins by deed dated April 27, 1892 and recorded among said records in Liber W.D. No. 7, folio 89) and the other owned by Susannah Wilkins at her death, containing 24,219 square feet, more or less (conveyed to her by John Wesley Wilkins and others by deed dated November 28, 1949 and recorded among said records in Liber N.B.W. No. 4, folio 579) I, the undersigned, Thomas R. Ewing, of Grasonville, Maryland, do hereby covenant, promise and agree to bid at least the sum of Two Hundred Fifty Dollars ($250.00) for said two parcels of real estate any any trustee's sale thereof held pursuant to decree of said Court in said suit. It is understood that this agreement on my part is made in order to induce said Board and said attorney to incur the expense necessary to institute the suit above described.

Witness my hand and seal, this 30 day of October, 1953:

THOMAS R. EWING (SEAL)
(Thomas R. Ewing)

Filed June 3, 1954

Exceptions to Ratification of Sale
Filed June 8, 1954

Queen Anne's County Welfare Board,
Complainant,

VS.

Harrison Wilkins et al.,
Respondents.

In the Circuit Court for

Queen Anne's County, in Equity.

Cause No. 3890.

EXCEPTIONS TO THE RATIFICATION OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant by Richard T. Earle, who appears for the Complainant only for the purposes these exceptions, for reasons for same, says:

1. That Hoard Wood, 3rd, Appointed Trustee in this cause by a decree of this Honorable Court to make sale of the real estate sold herein, was out of the State at the time said property was offered for sale at public sale and sold at private sale and was not consulted before sale.

2. That before instituting these proceedinsgs the said Howard Wood, 3rd., secured from Thomas R. Ewing, the purported purchaser, an agreement that he, the said Thomas R. Ewing would bid the sum of $250.00 for the properties sold herein at public sale, if so offered for sale, as per said agreement filed herein, as an inducement for said Howard Wood, 3rd., to incur the costs in securing a decree to sell same, and for no other purposes.

3. The Complainant believes and so alleges that the said Trustee made J. Elmer Thompson, his Agent to offer said properties for sale at public sale and instructed the said Agent to withdraw said properties should he not receive the sum of $250.00 bid for same, but did not instruct said Agent to sell at that price, which was misunderstood by said Agent.

4. That the said Agent offered said properties at public sale, as per report of sale, and although the said Thomas R. Ewing was present at said sale, he, the said Thomas R. Ewing, did not bid for said properties in accordance with his Agreement made, and as a result of his failure to bid for same in accordance with said Agreement, said properties were not sold, a bid of only #200.00 being received for same, although, Herman Thompson, the highest bidder for same at $200.00, was ready, willing and able to bid as much as $450.00, if necessary to purchase same; that the said Thomas R. Ewing should not be allowed to benefit by a breech of his own agreement.

5. The complainant believes and alleges that his said Agent sold said properties immediately after offering same at public sale on account of misunderstanding the instructions of the Trustee.

6. That the sale should be set aside as the price received is grossly inadequate and that the said Herman Thompson was then and is now ready, willing and able to

give $450.00 for said properties at either public or private sale.

And for other reasons at the time of the hearing.

To the end that:
1st. That the sale made and reported in this cause be set aside;
2nd That the Trustee be ordered and directed to re-offer the same at public sale.

RICHARD T. EARLE
ATTY. for Complainant.

I hereby certify that on this 8th day of June, 1954, I have left a copy of above exceptions at the office of J. Thomas Clark, Atty. for purchaser, Edward Turner, Atty. for Herman Thompson, and Howard Wood, 3rd., Trustee.

RICHARD T. EARLE

Paper No. 31 is missing

MEMORANDUM
Filed June 18, 1954

Q ueen Anne's County Welfare Board	)	In the Circuit Court for Queen Anne's County in Equity.
vs.	)	
Harrison Wilkins et al.	)	Cause No. 3890

Memorandum

The exceptions to the ratification of the sale having come on to be heard, the exceptions of Herman S.Thompson must be dismissed because, as a bidder, he has no right to file exceptions, there being no evidence or even a suggestion of fraud.

The exceptions of the Queen Anne's County Welfare Board must be sustained because the trustee appointed to make the sale, was not authorized to delegate another person to conduct the sale in his absence. The trustee having so acted the sale must be set aside.

An order will be passed, when presented, sustaining the exceptions of the Welfare Board to the ratification of the sale, and directing the trustee to re-advertise the property and resell the same under the terms set forth in the original decree of sale.

Filed June 18, 1954

Wm. R. HORNEY
Judge

ORDER OF COURT

In conformity with the aforegoing Memorandum, IT IS ORDERED this 18th day of June, 1954 by the Circuit Court for Queen Anne's County, In Equity that the exceptions of the Welfare Board to the ratification of the sale previously reported herein be and the same are hereby sustained and the sale previously made is hereby set aside; and the trustee is hereby ordered to readvertise and resell the said property upon the same terms as set forth in the original decree of sale.

Wm. R. HORNEY
Judge

Filed June 18, 1954

Report of Sale
Filed July 21, 1954

QUEEN ANNE'S COUNTY WELFARE BOARD	)	In the Circuit Court for Queen Anne's County.
VS.	)	
HARRISON WILKINS, ET AL.	)	No. 3890

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by Howard Wood, 3rd, the trustee appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the resale decree of this Honorable Court passed on the 18th day of June, 1954, your trustee advertised the time, place, manner and terms of sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks prior to the 20th day of July, 1954, as will appear by reference to the certificate of advertisement of sale which is hereto attached as a part hereof.

2. That, pursuant to said decree and advertisement, your trustee proceeded to offer the real estate described in said advertisement, at public auction in front of the Court House door in Centreville, Maryland, at 1:30 P.M. (D.S.T.) on Tuesday, the 20th

day of July, 1954, as follows: he announced that he would offer each parcel separately and then offer both parcels together as a unit and sell the land in the manner in which it would bring the most money; he then offered the improved Parcel No. 1 described in the advertisement, and the highest bid received for that parcel separately was made by Herman S. Thompson in the sum of $450.00; he then offered the unimproved Parcel No. 2 described in the advertisement, and the highest bid received for that parcel separately was made by Herman S. Thompson in the sum of $25.00. He then offered both parcels together as a unit and sold the same to Thomas R. Ewing and Mary C. Ewing, his wife, as tenants by the entireties, at and for the sum of Seven Hundred Dollars ($700.00), Thomas R. Ewing being then and there the highest bidder therefor and having advised your trustee immediately after acceptance of his bid that such bid was made on behalf of himself and his above named wife, as tenants by the entireties.

3. That Thomas R. Ewing, on behalf of himself and his wife, has paid the sum of Two Hundred Thirty-Five Dollars ($235.00) on account of said purchase price unto your trustee and advised your trustee that he and his wife, as purchasers, will pay the balance of the purchase price upon the final ratification of this sale by this Honorable Court; and your trustee is satisfied that said purchasers will comply with the advertised terms of sale.

Respectfully submitted,

HOWARD WOOD, 3rd.
Trustee

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

I Hereby Certify that on this 21 day of July, 1954, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared Howard Wood, 3rd, and made oath in due form of law, that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein stated, and that the sale made by him as trustee, and therein reported, was fairly made.

T. SORDEN PIPPIN
Clerk

Filed July 21, 1954

TRUSTEE'S SALE OF
REAL ESTATE

The undersigned Trustee, by virtue of a resale decree of the Circuit Court for Queen Anne's County, in Equity, passed June 18, 1954, in Cause No. 3890 in said Court, will offer at public sale, in front of the Court House Door in Centreville, Maryland, on TUESDAY, JULY 20, 1954 commencing at 1:30 o'clock p.m., Daylight Saving Time, all of the following described real estate:

PARCEL NO. 1: All that lot of land improved by a dwelling house situate in the Fifth Election District of Queen Anne's County, Maryland, being Lot No. 23 of the Grason Lots, on the east side of Mill Lane near Grasonville, known as the Charles Wilkins property, containing four (4) acres of land, more or less; being the same land conveyed to Charles Harrison Wilkins by two deeds, (1) from John B. Brown, Trustee, dated September 25, 1890, recorded among the land records of said County in Liber W.D. No. 7, folio 88, and (2) from Alexander Wilkins, dated April 27, 1892, recorded in said Liber at folio 89.

PARCEL NO. 2: All that unimproved lot of land situate in the Fifth Election District of said County on the South side of a private road running easterly from the County Road which branches from the Queenstown-Grasonville public road at the Grasonville Cemetery, formerly known as part of the James T. Wilkins property, adjoining land of Thomas Ewing, containing 24,219 square feet of land, more or less; being the same land conveyed to Susanna Wilkins by John Wesley Wilkins, et al., by deed dated November 28, 1949, and recorded among said land records in Liber N.B.W. No. 4, folio 579.

TERMS OF SALE: Whole price may be paid in cash on day of sale, or one-third of purchase money shall be paid in cash on day of sale, the balance on final ratification of sale by said court, said balance to bear interest from date of sale and be secured to the Trustee's satisfaction. Full possession will be given to the purchaser on final ratification of sale. Title papers, revenue stamps and cost of recording deed to be at purchasers' expense.

HOWARD WOOD, 3rd, Trustee

Ross Rhodes, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 15, 1954

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale of Real Estate in the case/estate of James T. Wilkins 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 20th day of July, 1954, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24th day of June 1954, and the last insertion on the 15th day of July, 1954.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed July 21, 1954

NISI
Filed July 21, 1954

N I S I

Queen Anne's County Welfare Board	)	IN THE CIRCUIT COURT
	)	
vs.	)	FOR QUEEN ANNE'S COUNTY
	)	
Harrison Wilkins, et al.	)	IN EQUITY
		NO. 3890

ORDERED, this 21st day of July, 1954, that the sale of real estate made and reported in this cause by Howard Wood, 3rd, Trustee, be ratified and confirmed, on or after the 21st day of August next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 30th day of July 1954, and ending on the 13th day of August 1954.

The report states the amount of sales to be $700.00.

T. SORDEN PIPPIN Clerk

Filed: July 21, 1954

Petition for Fee and Order of Court
Filed July 23, 1954

Q ueen Anne's County Welfare Board	In the Circuit Court for
VS.	Queen Anne's County, in Equity.
Harrison Wilkins, et al.	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard T. Earle to your Honors respectfully shows:

That your Petitioner was engaged by the Plaintiff to file exceptions to the ratification of sale of real estate sold in this cause heretofore for the sum of $250.00, at private sale.

That your Petitioner prepared and filed in this cause exceptions to said sale, and presented the same together with the law sustaining same to your Honors, and on account of which said sale was set aside and the Trustee directed to re-offer the same at public sale.

That the Trustee acting under said directions re-offered the same for sale at public sale and sold the same for $700.00, which sale is reported to this Honorable Court.

That your petitioner is entitled to a fee for services so rended and your petitioner respectfully suggestes that he be allowed a fee of $75.00 for his services rendered as aforesaid.

Respectfully submitted.

RICHARD T. EARLE

Filed July 23, 1954

ORDER OF COURT

The aforegoing petition having been read and considered, It is Thereupon Ordered this 23rd day of July, 1954, that Howard Wood, 3rd., Trustee in this cause be and he is hereby ordered and directed to pay Richard T. Earle, the sum of $75.00 for his services rendered as set forth in the aforegoing petition.

Wm. R. HORNEY
Judge.

Filed July 23, 1954

NOTICE TO CREDITORS

All creditors of Charles Wilkins deceased, and of Susanna Wilkins, deceased, or either of them, are hereby notified that they must file their claims against said decedents with the Clerk of the Circuit Court for Queen Anne's County, in Equity, within ninety (90) days from March 11, 1954, or be excluded from participating in the proceeds of sale of the real estate left by said decedents, or either of them.

HOWARD WOOD, 3rd.
Trustee in Chancery Cause No. 3890

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., 25 August, 1954

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice To Creditors in the cas e/estate of Charles Wilkin's Susanna Wilkin's 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 day of , 19 , and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11 day of March 1954, and the last insertion on the 1st day of April, 1954

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By MRS. ADA LEE MILLS

Filed Aug. 25, 1954

NISI

Queen Anne's County Welfare Board

Vs.

Harrison Wilkins, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 3890

ORDERED, this 21st day of July, 1954, that the sale of real estate madeand reported in this cause by Howard Wood, 3rd, Trustee, be ratified and dconfirmed, on or before the 21st day of August next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 30th day of July 1954, and ending on the 13th day of August 1954.

The report states the amount of sales to be $700.00.

T. SORDEN PIPPIN, Clerk

True Copy:
Test: T. SORDEN PIPPIN Clerk
Filed: July 21, 1954.

THE QUEENSTOWN NEWS

Queenstown, Md. Aug. 24, 1954

THE QUEENSTOWN NEWS, and George J. Steinfelt, do hereby certify that the Nisi in the case/ofQueen Anne's County Welfare Board vs. Harrison Wilkins, et al. No. 3890 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 3 successive weeks before the 13th day of Aug. 1954, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 30th day of July 1954.

THE QUEENSTOWN NEWS

By George J. Steinfelt

Filed Aug. 25, 1954

Final Order of Ratification of Sale
Filed Aug. 26, 1954

QUEEN ANNE'S COUNTY WELFARE BOARD

VS.

HARRISON WILKINS, ET AL.

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

No. 3890

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, this 26th day of August, 1954, 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 Howard Wood, 3rd, Trustee 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; that the proceedings in the above entitled cause be forthwith referred to the regular Auditor of this Court to state an audit of the proceeds of said sale; and that said Howard Wood, 3rd, Trustee as aforesaid, is allowed the usual commissions allowed by this Court upon sales of real estate and for all expenses, not personal, upon producing vouchers therefor before the Auditor.

Wm. R. HORNEY
Judge

Filed Aug.26, 1954

AUDIT
Filed Aug. 18, 1955

Queen Anne's County Welfare Board
vs.
Harrison Wilkins, et al

In The Circuit Court For
Queen Anne's County In
Equity No. 3890

To the Honorable, The Judge of Said Court:

The report of J. Thomas Clark, auditor, unto your Honor respectfully represents:

1. That this account is stated at the request of Howard Wood, 3rd, Trustee (and vendor of the land sold in this cause), who was dully appointed as such by order of this Court dated March 5, 1954.

2. That in the within account, said trustee is charged with the total proceeds of sale, per his report and statement, and is allowed thereout all expenses, not personal, including the additional costs of resale as per order of this court of June 18, 1954, and either vouchers or cancelled checks were produced or receipts as stated in the within account. That in addition thereto your auditor allowed for the special fee of Richard T. Earle, per order of this court, and the costs of publishing the order nisi to be passed as to this account, the commissions due the trustee and the fee of your auditor for stating this account.

3. That the balance was distributed to the creditors of Charles Wilkins, deceased, with the Harrison Wilkins claim for funeral expenses of said deceased being allowed in full, the same being a priority claim in this instance as provided in Article 16, Section 254, of the 1951 Md. Code, the balance was directed to be distributed to the Queen Anne's County Welfare Board, the only other creditor.

Respectfully submitted,

J. THOMAS CLARK
Auditor

August 18, 1955

Filed Aug. 18, 1955

CAUSE No. 3890

The proceeds of the sale of real estate reported in this cause, in account with Howard Wood, 3rd, Trustee, appointed by this honorable court to make the sale in these proceedings (and vendor of said land).

Cr.

1954 July 20	By gross proceeds of the land of said land, per report of said vendor, to wit:	$700.00
	By interest on deferred portion of purchase price, per statement of vendor, to wit:	2.91
	By total proceeds of sale of land, to wit:	$702.91

Dr.

To Howard Wood, 3rd, trustee (and vendor) for his commissons for making said sale, per order of court	$48.19	
To do., for court costs of this cause, per receipt of Clerk's for same exhibited, To wit:		
Costs of T. Sorden Pippin, Clerk	$81.50	
Costs of Frank Y. Whiteley, Sheriff	5.50	
Costs of Richard T. Earle, Examiner	10.00	
Costs of Caroline T. Wilson, Stenographer	10.00	
Appearance fee of Howard Wood, 3rd, Atty.	10.00	
Appearance fee of Turner & Turner, Attys.	10.00	127.00
To do., for an amount paid Gibson & Wood, Agent, for the premium on the corporate surety bond filed in this cause by said trustee, per receipt for the same exhibited, to wit:		10.00
To do., for an amount paid Ross Rhodes, auctioneer, for crying public sale and resale, per cancelled check for the same exhibited, to wit:		30.00
To do., for amounts paid The Queenstown News, per receipts for the same exhibited, as follows, to wit:		
For publishing the order of publication	$55.25	
For publishing the order nisi of sale	7.50	62.75
To do., for amounts paid Queen Anne's Record-Observer, per receipts for the same exhibited, as follows, to wit:		
For publishing notice to creditors and notice of sale	$49.50	
For publishing notice of resale	42.75	
For publishing order nisi of resale	7.50	99.75

To do., for an amount paid Richard T. Earle for fee allowed by order of court of July 23, 1954, per cancelled check for the same exhibited, to wit:..... 75.00

August 18, 1955 J. THOMAS CLARK
Auditor

To do., for an amount paid Claude Lowery, Treasurer, for state and county taxes for period of January 1st, 1953 to August 27, 1954, by Thomas R. Ewing, one of the purchaser's of the land sold in this cause, as per settlement sheet showing same deducted from the amount of the purchase price, the sum of..... 20.97

To do., for costs of publishing the order nisi to be passed as to this audit in the Queen Anne's Record-Observer..... 7.50

To J. Thomas Clark, Auditor, for stating this audit. 13.50

To balance for distribution to the creditors of Charles Wilkins, deceased..... 208.25

$ 702.91 $702.91

August 18, 1955 J. THOMAS CLARK
Auditor

Cr.

By balance carried forward for distribution to the creditors of Charles Wilkins, deceased..... $208.25

Dr.

To Harrison Wilkins, in full of his claim for money advanced John D. Williams, funeral director, for the funeral expense of Charles Wilkins, deceased, the sum of..... 105.00

To Queen Anne's County Welfare Board on its claim of $3657.65 against Charles Wilkins, deceased, filed in this cause, as a partial payment on the same, the sum of 103.25

$208.25 $208.25

August 18, 1955 J. THOMAS CLARK
Auditor

Filed Aug. 18, 1955

Nisi Ratification of Audit
Filed August 18, 1955

NISI RATIFICATION OF AUDIT

Queen Anne's County Welfare Board	)	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Harrison Wilkins, et al.	)	IN EQUITY

Cause No. 3890

ORDERED, This 18th. day of August in the year nineteen hundred and fifty five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof beshown on or before the 17th day of September, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 9th. day of September, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed August 18, 1955

NISI RATIFICATION OF AUDIT

Queen Anne's County Welfare Board	In the Circuit Court for Queen Anne's County in Equity
vs.	
Harrison Wilkins, et al.	Cause No. 3890

ORDERED, This 18th day of August in the year nineteen hundred and fifty-five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of September, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of September, 1955; in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed August 18, 1955
True Copy:
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., September 16, 1955

THE QUEEN ANNES RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of Q. A. Co. Welfare Board vs. Harrison Wilkins, et al, Chancery No. 3890 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 September, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of August 1955, and the last insertion on the 1st day of September, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Sept. 21, 1955

FINAL ORDER OF RATIFICATION OF AUDIT

ORDERED, this 21st day of September, 1955, 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 J. Thomas Clark, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given, as shown by the certificate of publication of the order nisi passed as to said report and account, and the Trustee is hereby directed to apply the proceeds of sale accordingly, with a due proportion of interest as the same has been or may hereafter be received.

Wm. R. HORNEY
Judge

Filed Sept. 21, 1955

::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Seventeenth day of November in the year nineteen hundred and fifty-five, the following Billof Complaint was filed for record, to wit:

MOZELLA MASON, widow, 2506 Rayner Ave., Balto, Md.
HARRIET JOHNSON, 1113 N. Mount St., Balto, Md.,
DANIEL JOHNSON, husband, 1113 N. Mount St., Balto, Md.

vs.

IDA HARRIS LEE, widow
Stevensville, Maryland
MILDRED LEE, unmarried
Chester, Maryland

IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 3708

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, Complaining, Say:

1. That Frederick J. Lee, William H. Lee, Jacob A. Lee, and J. Aquilla Lee, all deceased and late of Queen Anne's County, were seized and possessed during their lifetime, as tenants in common, each with an undivided one-fourth interest, in and to all that lot, or part of a lot, known as the "Benjamin F. Lee Home Property", situate, lying and being on Kent Island, in the Fifth Election District of Queen Anne's County, State of Maryland, on the left side of the road leading from Stevensville towards Love Point and bounded on the South by the said road and the lands of, or formerly of, J. Harry Tolson, on the East by the lands of, or formerly of, Margaret Tolson and the lands of, or formerly of, Tilden Baxter, on the North by the lands of, or formerly of, Tilden Baxter, and on the West by the lands of, or formerly of, William Grimes, said lot being more particularly described as follows, to wit:

Beginning for the same at a point where the said Stevensville-Love Point road intersects the dividing line between the "Benjamin F. Lee Home Property" and the property of, or formerly of, Margaret Tolson, and thence running in a Northwesterly direction along the line of the lands of the said Margaret Tolson and the lands of, or formerly of, Tilden Baxter for the distance of 330 feet more or less, thence at right angles to said line so drawn and running in a Southwesterly direction along the line of the lands of, or formerly of, Tilden Baxter for the distance of 132 feet to a point, thence at right angles to the line so drawn and running in a Southeasterly direction along the line of the lands of, or formerly of, William F. Grimes the distance of 137'6", more or less, to a point, thence running in a Northeasterly direction 120'6", more or less, along the line of the lands of, or formerly of, J. Harry Tolson, to a point, as described in a deed to the said J. Harry Tolson from William H. Lee, et. al., dated August 17, 1931 and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 13, folio 307, and running thence along the boundary line of the lot so conveyed to J. Harry Tolson in a Southeasterly direction 198'6", more or less, to a point on the aforesaid state road, thence running along the Northerly line of said road 13", more or less, to the place of beginning. Being all that lot conveyed unto the said William H. Lee, et. al., by James T. Earle, Assignee, by deed dated August 13, 1927 and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 7, folio 117, excepting therefrom the lot conveyed to the said J. Harry Tolson, as above set forth, certified copies of said deeds being attached hereto, and made a part hereof, marked respectively "Exhibit No. 1" and Exhibit No. 2".

2. That the said Jacob A. Lee died in Queen Anne's County in 1933, intestate, leaving surviving him his wife, Ida Harris Lee, a party defendant herein, and three brothers, William H. Lee, Frederick J. Lee and J. Aquilla Lee; that the said deceased left no personal property of intrinsic value, and his said widow, Ida Harris Lee, is therefore entitled to the entire one-fourth undivided interest of her deceased husband in and to the above described lot.

3. That William H. Lee died in Queen Anne's County in 1935, intestate, his wife predeceasing him, leaving surviving one child, Mildred Lee, a party defendant hereto, and two brothers, Frederick J. Lee and J. Aquilla Lee; that the said Mildred Lee is entitled to the entire undivided one-fourth interest of her deceased father in and to the above described lot.

4. That Frederick J. Lee died in Queen Anne's County in 1937, intestate, a single man, survived only by one brother, J. Aquilla Lee; that the undivided one-fourth interest of the deceased, under the intestacy laws, is equally divided between the deceased's surviving brother, J. Aquilla Lee, and Mildred Lee, the child of a deceased brother, William H. Lee.

5. That J. Aquilla Lee died in Queen Anne's County in 1942, leaving surviving him two daughters, Mozella Mason, a widow, and Harriet Johnson, who intermarried with Daniel R. Johnson, all parties plaintiff herein; that the said Mozella Mason and Harriet Johnson are entitled to share equally the undivided six-sixteenth interest in and to the above described lot or part of a lot of which J. Aquilla Lee died seized and possessed.

6. That the total respective undivided interests of all parties in and to the above described lot are as follows:

(a)	Ida Harris Lee, defendant as heir of Jacob A. Lee		4/16
(b)	Mildred Lee, defendant		
	as heir of her father, William H. Lee	4/16	6/16
	as heir of her uncle, Frederick J. Lee	2/16	

(c) J. Aquilla Lee, as a tenant in common, held an undivided 4/16 interest; and as heir to his brother, Frederick J. Lee, was entitled to 2/16 or a total 6/16 undivided interest. Upon his death it is equally divided among his daughters.

Mozella Mason, complainant	3/16
Harriet Johnson, complainant	3/16

7. That no letters of administration have ever been granted in the estates of Jacob A. Lee, William H. Lee, Frederick J. Lee or J. Aquilla Lee, all deceased and all late of Queen Anne's County.

8. That the lot of land above mentioned and described cannot be divided among the parties therein interested or owning the same as above set forth in paragraph 6 of this Bill of Complaint without loss or injury to the said parties entitled thereto as above set forth.

9. That the said defendants, Ida Harris Lee and Mildred Lee, are both adults residing in Queen Anne's County, Maryland.

10. That all parties plaintiff are adults.

TO THE END, THEREFORE:

(1) That the said parcel of land hereinbefore described my be sold under a decree of this Court and the proceeds be distributed among the parties entitled thereto according to their respective rights and interests therein.

(2) That notice to creditors be published against the estates of Jacob A. Lee, William H. Lee, Frederick J. Lee, and J. Aquilla Lee.

(3) That your Orators may have such other and further relief as their cause may require.

May it please your Honors to grant unto your Orators writs of subpoena against the Defendants, Ida Harris Lee and Mildred Lee, both of Queen Anne's County, State of Maryland, commanding them to be and appear in this Court at some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

MOZELLA MASON

MRS. HARRIETT JOHNSON

DANIEL JOHNSON
Complainants

JOHN PALMER SMITH

VACHEL A. DOWNES JR.

Attorneys for Complainants

Filed Nov. 17, 1950

Subpoena
Filed Nov. 17, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO

Mildred Lee, unmarried
Chester, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Mozella Mason, widow, 2506 Rayner Ave., Balto., Md., Harriet Johnson, 1113 N. Mount St., Balto., Md., and Daniel Johnson, husband, 1113 N. Mount St., Balto. Md. against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of November, 1950.

Issued the 17th. day of November, 1950.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against

you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name John Palmer Smith
Vachel A. Downes Jr.

Address Centreville, Maryland NELLIE B. WHITELEY ,Clerk

Subpoena
Filed Nov. 28, 1950

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO

Ida Harris Lee, widow
Stevensville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of December next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Mozella Mason, widow, 2506 Rayner Ave., Balto., Md. Harriet Johnson, 1113 N. Mount St., Baltimore, Md., and Daniel Johnson, husband, 1113 N. Mount St., Balto., Md. against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of November, 1950

Issued the 17th. day of November, 1950.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant's) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name John Palmer Smith

Address Vachel A. Downes, Jr. NELLIE B. WHITELEY ,Clerk
Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Within summons served by reading to and leaving copy and copy bill of complaint with Ida Harris Lee this 27th day of November 1950.

OSCAR W. TARR
Sheriff

Answer of Ida Harris Lee.
Filed Nov. 28, 1950

MOZELLA MASON, et al., IN THE CIRCUIT COURT

vs. FOR

IDA HARRIS LEE, et al., QUEEN ANNE'S COUNTY,

IN EQUITY.

Chancery No. 3708.

******

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Ida Harris Lee, Adult, to the Bill of Complaint filed in this cause against her and others, and in this Court exhibited:

This Defendant, adult, admits the matters and facts set forth in

said Bill of Complaint and does consent to the passage of such decree or order as may be passed in the premises; and this defendant does hereby waive notice of the taking of testimony in this cause and agrees that depositions in said cause be taken at any time by one of the Standing Examiners of this Court as she does not choose to appear to offer evidence in the premises; and this 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.,

IDA HARRIS LEE
Ida Harris Lee.

J. THOMAS CLARK
J. Thomas Clark,
Solicitor for Ida Harris Lee
for the sole purpose of filing
this Answer.

Filed Nov. 28, 1950

Answer of Mildred Lee Dennis
Filed May 10, 1951

MOZELLA MASON, ET AL.,
PLAINTIFFS,

VS.

IDA HARRIS LEE, ET AL.,

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

*****

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Mildred Lee Dennis, formerly Mildred Lee, adult, to the Petition of the Complainants above named, against her in this Court exhibited:

This Defendant, an adult, admits the matters and facts set forth in said Petition and does consent to the passage of such decree or order as may passed in the premises; this defendant does hereby waive notice of the taking of testimony in this case and agrees that depositions in said case be taken at any time by one of the Standing Examiners of this Court as she does not choose to appear to offer evidence in the premises; and this 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:-

MILDRED LEE DENNIS
Mildred Lee Dennis

_____

Complainant's Exhibit No. 1
Filed May 14, 1951

::::::::::::::::::::::::::::::
#15,109. 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 second day of August, in the year nineteen hundred and thirty one, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this seventeenth day of August, in the year nineteen hundred and thirty one, by and between Jacob A. Lee and Ida M. Lee, his wife, J. Quilla Lee (divorced) and Frederick J. Lee (single), of Queen Anne's County, State of Pennsylvania, parties of the first part, and J. Harry Tolson and Carrie K. Tolson, his wife, of Queen Anne's County aforesaid, parties of the second part;

WITNESSETH, that for and in consideration of the sum of Five Hundred Dollars ($500.00) and other valuable considerations the receipts of which are hereby acknowledged, the said Jacob A. Lee and Ida M. Lee, his wife, J. Quilla Lee, Frederick J. Lee and William H. Lee and Ella Lee, his wife, do hereby grant and convey unto the said J. Harry Tolson and Carrie K. Tolson, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, the following described real estate, to wit:-

ALL that lot or parcel of land, being a part of the lot known as "Lot No. 5 of the Reuben Legg Real Estate," situate, lying and being in or near the town of Stevensville, 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 out of said town of Stevensville to Love Point, and more particularly described as follows, to wit: BEGINNING for the same at a point on the left side of said public (state)

road leading to Love Point where this property corners with the property of William T. Grimes and running thence North forty four and one-half degrees West, one hundred ninety two and one-half (192½) feet; thence North forty six and three-fourths degrees East, one hundred twenty and one-half (120½) feet; thence South forty three degrees East, one hundred ninety eight and one-half (198½) feet; and thence with said road South fifty one and three-fourths degrees West, one hundred and nineteen (119) feet to the said place of beginning, containing fifty three one-hundredths (.53) of an acre of land, more or less; being a part of the same lane which was granted and conveyed unto the said Jacob A. Lee, et al, by James T. Earle, Assignee of Mortgage, by deed bearing date the 13th day of August, 1927, and recorded in Liber B.H.T. No. 7, folios 117, 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 lot or parcel of land and premises, unto and to the use of the said J. Harry Tolson and Carrie K. Tolson, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, forever.

AND the said Jacob A. Lee, J. Quilla Lee, Frederick J. Lee and William H. Lee 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; that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors:

TEST: (as to Jacob A. Lee and Ida M. Lee, his wife, J. Quilla Lee and Frederick J. Lee).

JACOB A. LEE (SEAL)

IDA M. LEE (SEAL)

BARNES LEGG

J. QUILLA LEE (SEAL)

TEST: (as to William H. Lee and Ella Lee, his wife).

FREDERICK J. LEE (SEAL)

WILLIAM H. LEE (SEAL)

PHILIP RENNINGER

ELLA LEE (SEAL)

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

I HEREBY CERTIFY that on this 21st day of August, in the year nineteen hundred and thirty one, before me, the subscriber a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Jacob A. Lee and Ida M. Lee, his wife, J. Quilla Lee and Frederick J. Lee 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:

BARNES LEGG
Notary Public

Notary
Public
Seal.

STATE OF PENNSYLVANIA,)
) TO WIT:
MONTGOMERY COUNTY,)

I HEREBY CERTIFY that on this 17th day of August, in the year nineteen hundred and thirty one, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for Montgomery County aforesaid, duly commissioned and qualified according to law, personally appeared William H. Lee and Ella Lee, 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:

PHILIP RENNINGER
Notary Public

Notary
Public
Seal.

My Commission expires
PHILIP RENNINGER
NOTARY PUBLIC
My Commission Expires April 13,
1933, Glenside, Pa.

State of Maryland,

County of Queen Anne's, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 13 folio, 307, 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 twelfth day of May, in the year nineteen hundred and fifty one.

T. SORDEN PIPPIN
Clerk

Complainant's Exhibit No. 2
Filed May 14, 1951

::::::::::::::::::::::::::::::::::
#12,594. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 23rd. day of August, in the year nineteen hundred and twenty-seven, the following DEED was brought to be recorded, to wit:

THIS DEED, made this thirteenth day of August, in the year nineteen hundred and twenty seven, by James T. Earle, of Queen Anne's County, Assignee of Mortgage and Vendor;

WHEREAS, by virute and in execution of the power of sale contained in the mortgage from Benjamin F. Lee to James T. Bright, bearing date the fifteenth day of January, nineteen hundredand six, and recorded in Liber J.E.G. No. 8, folios 565, etc., a land record book for Queen Anne's County aforesaid, which said mortgage was, by mesne assignments, duly assigned to the said James T. Earle, said assignments being recorded among said land records at the foot of said mortgage, the said James T. Earle, as assignee of said mortgage, as aforesaid, after default has occurred under said mortgage and after due notice of sale, and after having duly filed his bond in the Circuit Court for Queen Anne's County in Equity, did, on the third day of May, nineteen hundred and twenty seven, selling at public sale the real estate hereinafter described and conveyed, being the real estate mentioned in and granted by said mortgage, unto Jacob A. Lee and J. Quilla Lee, of Queen Anne's County aforesaid, and Frederick J. Lee and William H. Lee of Montgomery County, State of Pennsylvania, they being then and there the highest bidders therefor, at and for the sum of Four Hundred Dollars ($400.00), and the said sale having been duly reported to the said Circuit Court for Queen Anne's County in Equity in the cause in said Court entitled "James T. Earle, Assignee of Mortgage, vs. Benjamin F. Lee Mortgagor" being Cause No. 2695 on the Chancery Docket of said Court, was by the said Court, after order nisi and the due publication thereof, finally ratified and confirmed by its order passed in said cause on the tenth day of August, nineteen hundred and twenty seven:

AND WHEREAS, the said Jacob A. Lee, J. Quilla Lee, Frederick J. Lee and William H. Hee have fully paid the said purchase money therefor and are entitled to a deed of conveyance of the said real estate.;

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and of the said sum of Four Hundred Dollars ($400.00), the receipt of which is hereby acknowledged, the said James T. Earle, Assignee of Mortgage and Vendor, does hereby grant and convey unto the said Jacob A. Lee, J. Quilla Lee, Frederick J. Lee and William H. Lee, their heirs and assigns, in fee simple, as tenants in common, all the following described real estate (being the real estate sold unto them as aforesaid) and all the right, title, interest and estate therein of all the parties to the aforesaid mortgage and to the aforesaid Chancery Cause No. 2695, to wit:

ALL that lot or parcel of land known as "Lot No. 5 of the Reuben Legg real estate", situate, lying and being in or near the town of Stevensville, 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 out of said town of Stevensville to Love Point, bounded on the front by the said public road, on the rear and on one side by the land of (or formerly of) Richard B. Baxter and on the other side by the land of (or formerly of) Robert J. Reynolds (known as "Lot No. 4 of the Reuben Legg real estate"), the said lot or parcel of land hereby conveyed having a frontage of about one hundred and thirty two (132) feet on said public road and a depth of about three hundred and thirty (330) feet, and containing one (1) acre of land, more or less, being the same land described in and granted by the aforesaid mortgage, and being the same land which was granted and conveyed unto the said Benjamin F. Lee by Edwin H. Brown, Trustee by deed bearing date the nineteenth day of January, nineteen hundred and one, and recorded in Liber J.E.G. No. 1, folios 391, etc., a land record book for Queen Anne's County aforesaid, to which deed and the references therein contained, reference is hereby made for a more particular description of said land.

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

WITNESS the hand and seal of the said Grantor:

TEST: Samuel T. Bouchelle. James T. Earle (SEAL)
Assignee of Mortgage and Vendor

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

I HEREBY CERTIFY that on this thirteenth day of August, in the year nineteen 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 James T. Earle Assignee of Mortgage and Vendor, and acknowledged the aforegoing DEED to be his act.

Samuel T. Bouchelle
Justice of the Peace

State of Maryland,

County of Queen Anne's, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber B.H.T. No. 7, folio 117 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 twelfth day of May, in the year nineteen hundred and fifty one.

Seal's Place

T. SORDEN PIPPIN
Clerk

DECREE FOR SALE
Filed May 14, 1951

MOZELLA MASON, widow
HARRIET JOHNSON
DANIEL JOHNSON, husband

vs.

IDA LEE HARRIS
MILDRED LEE

IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 3708.

::::::::::

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 14th day of May, 1951, 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 for the purpose of partition.

And that John Palmer Smith and Vachel A. Downes Jr., of Centreville, Queen Anne's County, Maryland, be and they are hereby appointed Trustees to make sale thereof; And that the course and manner of their proceedings shall be as follows: they shall, before they proceed 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 them and a surety or sureties in the penalty of Two Thousand Dollars if corporate surety, and in double that amount if personal sureties, conditioned for the faithful performance of the trust reposed in them by this 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 Trustees 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 in such other manner as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One-third of the purchase money to be paid in cash on the day of sale, and the balance of the purchase money to be paid in sixty days from the date of sale, or all cash at the option of the purchaser, the credit payment to bear interest from the day of sale and to be secured by the note of the purchaser with surety or sureties thereon approved by the Trustees. That as soon as convenient after such sale, the said Trustees shall return to this Court a full and particular account of their proceedings in the premises, with an affadavit thereto annexed of the truth thereof, and of the fairness of such sale. And on final ratification thereof, and the full payment of the whole purchase money, and not before, the said Trustees are hereby authorized, by a good and sufficient deed, acknowledged and recorded according to law, to convey unto 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 Trustees as the Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

And at the time of advertising the said sale or sales the said Trustees are directed to give notice to the creditors of Jacob A. Lee, William H. Lee, Frederick J. Lee and J. Acquilla Lee, all deceased, to file their claims, with the vouchers therefore, with the Clerk of this Court within ninety (90) days from the day of the sale or sales.

Wm. R. HORNEY
Judge.

Filed May 14, 1951

Certified Copy of Bond
Filed May 14, 1951

Queen Anne's County, to wit: Be it remembered that on this Fourteenth day of May, in the year nineteen hundred and fifty one, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS: That we, John Palmer Smith and Vachel A. Downes, Jr., both of Centreville, Queen Anne's County, 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 firm bound unto the State of Maryland in the full and just sum of Two Thousand Dollars ($2,000.00), current money of the United States, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of May, 1951.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 14th day of May, 1951, in a Cause pending in said Court in which Mozella Mason, et al., are the Plaintiffs, and Ida Harris Lee, et al., are the Defendants, the same being Cause No. 3708 in said Court, the said John Palmer Smith and Vachel A. Downes, Jr., were appointed Trustees to make sale of the real estate mentioned and described in said proceedings; and

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, John Palmer Smith and Vachel A. Downes, Jr., shall well and faithfully perform the trust reposed in them by said Decree or which may be reposed in them by any future decree or order in the premises, and shall in all respects well and truly execute the duties of such Trustees, then the above obligation to be null and void; otherwise to be and remain in full force and virtue in law.

TEST: B.H. Turner, Jr.,
B.H. Turner,Jr.,

as to JOHN PALMER SMITH (SEAL)
John Palmer Smith

TEST: B.H. Turner, Jr.,
B. H. Turner, Jr.,

as to VACHEL A. DOWNES, JR., (SEAL)
Vachel A. Downes, Jr.,

ATTEST:

B. H. Turner, Jr.,
B.H. Turner, Jr.,

GLENS FALLS INDEMNITY COMPANY,

BY L. Herman Meredith.
L. Herman Meredith.
Atty. in Fact.

Corporate Seal

And at the foot of the aforegoing bond is the following endorsement.

Security approved and Bond filed May 14, 1951

T. Sorden Pippin, Clerk

State of Maryland,

County of Queen Anne's, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber A.S.G. Jr. No. 1, folios 212 etc., a Bond Book for Queen Anne's County.

Clerk's Seal.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this fourteenth day of May, in the year nineteen hundred and fifty one.

T. SORDEN PIPPIN
Clerk

Report of Sale
Filed June 18, 1951

MOZELLA MASON, widow
HARRIET JOHNSON
DANIEL JOHNSON, husband
Complainants

vs.

IDA LEE HARRIS
MILDRED LEE
Defendants

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
In Equity
No. 3708

: : : : : : : :

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 and Vachel A. Downes, Jr., the trustees appointed to make such sale, unto your Honors respectfully shows:

1. That pursuant to a decree of this Honorable Court passed on the 14th day of May, 1951, your trustees filed in this Cause a bond in the penalty of Two Thousand Dollars ($2000.00), with corporate surety thereon, which bond was duly approved by the Clerk of this Court.

2. That thereupon, pursuant to said decree, your trustees after advertising the property set forth in the Bill of Complaint for sale for more than three (3) successive weeks before the day of the sale in the Queen Anne's Record Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, did attend in front of the Court House Door in the Town of Centreville, Maryland, on Tuesday, June 12, 1951, and did offer the real estate in this cause mentioned for sale to the highest bidder, after reading the advertisement thereof, and received thereupon a bid of only Five Hundred Dollars ($500.00) which your trustees deemed entirely inadaquate and not the fair value thereof, your trustees then withdrawing said real estate from sale and announced that the same could be purchased by private application to your trustees.

3. That thereupon, on the 12th day of June, 1951, your trustees did afterwards receive an offer for said real estate in this cause mentioned in the amount of One Thousand Dollars ($1000.00) from John H. Tolson and Elizabeth G. Tolson, his wife, which offer your trustees did accept subject to the ratification hereof by this Honorable Court, beleiving said offer to be the highest price obtainable and the fair value thereof, said purchase money haveing been fully paid unto your trustees.

The report states the amount of sale to be One Thousand Dollars ($1000.00)

Respectfully submitted.

JOHN PALMER SMITH

VACHEL A. DOWNES JR.
Trustees

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

This is to certify that on the 18th day of June, 1951, before me, the undersigned, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith and Vachel A. Downes, Jr., Trustees in Chancery No.3708, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true to the best of their knowledge and belief and that the sale was fairly made.

T. SORDEN PIPPIN
CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY

Filed June 18, 1951

ORDER NISI
Filed June 18, 1951

N I S I

MOZELLA MASON, widow HARRIET JOHNSON DANIEL JOHNSON, husband Complainants VS. IDA LEE HARRIS MILDRED LEE Defendants	))))))))))	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 3708

ORDERED, This 18th. day of June A.D., 1951, that the sale of real estate made and reported in this cause by John Palmer Smith and Vachel A. Downes, Jr., Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st 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 21st. day of July next.

The Report states the amount of sales to be $10

T. SORDEN PIPPIN Clerk

Filed June 18, 1951

ORDER NISI
Filed

N I S I

MOZELLA MASON, widow HARRIET JOHNSON DANIEL JOHNSON, husband Complainants vs. IDA LEE HARRIS MILDRED LEE Defendants	))))))))))	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 3708

ORDERED, This 18th day of June A.D., 1951, that the sale of real estate made and reported in this cause by John Palmer Smith and Vachel A. Downes, Jr., Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th. 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 28th. day of July next.

The Report states the amount of sales to be $1000.00.

T. SORDEN PIPPIN Clerk.

Filed June 18, 1951.

TRUSTEE'S SALE
OF
"BENJAMIN F. LEE
HOME PROPERTY"

LOCATED IN STEVENSVILLE, MD.

By, through and under a Decree of the Circuit Court for Queen Anne's County, in Equity passed on May 14, 1951, in a Cause therein pending in which Mozella Mason, et al., are Plaintiffs, and Ida Harris Lee, et al., are Defendants, same being Chancery No. 3708 in said Court, the undersigned were appointed Trustees to make sale of the real estate mentioned and described in said Cause, and said Trustees 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, JUNE 12, 1951 beginning at the hour of 1:30 o'clock P.M., Daylight Saving Time the following property, to wit:

All that lot or part of a lot of land, with improvements thereon, known as the "Benjamin F. Lee Home Property", situate, lying and being on Kent Island, in the town of Stevensville, in the Fourth Election District of Queen Anne's County, Maryland, on the left side of the public road leading from Stevensville towards Love Point and bounded on the south by the said public road and the lands of or formerly of J. Harry Tolson, on the east by the lands of or formerly of Margaret Tolson and the lands of, or formerly of Tilden Baxter, on the north by the lands of or formerly of Tilden Baxter, and on the west by the lands of or formerly of William Grimes, said lot being more particularly described as follows, to wit: Beginning for the same at a point where the said Stevensville-Love Point road intersects the dividing line between the "Benjamin F. Lee Home Property" and the property of or formerly of Margaret Tolson, and thence running in an northesaterly direction along the line of the lands of the said Margaret Tolson and the lands of or formerly of Tilden Baxter for the distance of 330 feet, more or less; thence at right angles to said line so drawn and running in a southwesterly direction along the line of the lands of or formerly of Tilden Baxter for the distance of 132 feet to a point; thence at right angles to the line so drawn and running in a southeasterly direction along the line of the lands of or formerly of William F. Grimes the distance of 137 feet 6 inches, more or less, to a point; thence running in a northeasterly direction 120 feet 6 inches, more or less, along the line of the lands of or formerly of J. Harry Tolson, to a point, as described in a deed to the said J. Harry Tolson from Wm. H. Lee, et al., dated August 17, 1931, and recorded in Liber B.H.T. No. 13, folio 307, a Land record book for Queen Anne's County; and running thence along the boundary line of the lot so conveyed to J. Harry Tolson in a southeasterly direction 198 feet 6 inches, more or less, to a point on the aforesaid StateRoad; thence running along the northerly line of said road 13 feet, more or less, to the place of beginning. Being all that lot conveyed unto William H. Lee, et al, by James T. Earle, Assignee by deed dated August 13, 1927, recorded in Liber B.T.T. No. 7, folio 117, excepting there from the lot conveyed to the said J. Harry Tolson as above set forth.

TERMS OF SALE- 1/3 of purchase money in cash day of sale, balance in 60 days from day of sale, or all cash at the option of purchaser, credit payment, if any, to bear interest at 6% from date of sale and to be secured by note of purchaser with surety to be approved by Trustees. All transfer papers at expense of purchaser. All taxes adjusted as of date of Sale. Possession day of sale.

JOHN PALMER SMITH
VACHEL A. DOWNES, JR.
Trustees.

J. Elmer Anthony, Auctioneer.

NOTICE TO CREDITORS

In the Circuit Court for Queen Anne's County, in Equity Chy. Cause No. 3708

Pursuant to the Decree of said Court passed in said Cause, NOTICE is hereby given to the creditors of Jacob A. Lee, William H. Lee, Frederick J. Lee, and JamAquilla Lee, all deceased, to file their claims against them, with the proper vouchers thereof, with the Clerk of said Court, within ninety (90) days from June 12th., 1951, the day of sale named in the above advertisement.

JOHN PALMER SMITH
VACHEL A. DOWNES, JR.
Trustees

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 6 1951

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale and Notice to Creditors in the case/estate of John Palmer Smith, Vachel A. Downes, Jr., Trustees of Mozella Mason et al, Plaintiffs and Ida Harris Lee, et al, Defendants, Chancery No. 3708. 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 June 1951, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of May 1951, and the last insertion on the 7th day of June 1951.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By BARBARA L. BINEBRINK

Filed Sept. 6, 1951

NISI

MOZELLA MASON, Widow
HARRIET JOHNSON
DANIEL JOHNSON, husband
Complainants

vs.

IDA LEE HARRIS
MILDRED LEE
Defendants

In the Circuit Court
for Queen Anne's County
In Equity
Chancery No. 3708

ORDERED, This 18th. day of June A.D., 1951, that the sale of real estate made and reported in this cause by John Palmer Smith and Vachel A. Downes, Jr., Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of July next.

The Report states the amount of sales to be $1,000.

T. SORDEN PIPPIN, Clerk

Filed: June 18, 1951.
True Copy
Test: T. Sorden Pippin, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. September 6 1951

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the case/estate of John Palmer Smith, Vachel A. Jr., Trustees, Mozella Mason, Widow Harriet Johnson, husband, complainants vs. Ida Lee Harris Mildred Lee, Defendants, Chancery No. 3708 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 28th day of July 1951, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of June 1951, and the last insertion on the 17th day of July 1951.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By BARBARA L. BINEBRINK

Filed Sept. 6, 1951

FINAL ORDER OF RATIFICATION

ORDERED, this 7th day of September, in the year nineteen hundred and fifty-one, 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 and Vachel A. Downes, Jr., 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 given as required by the Order Nisi heretofore passed in this Cause, and the said John Palmer Smith and Vachel A. Downes, Jr., are allowed the usual commissions upon the sale of real estate and for all expense, not personal, upon producing the Vouchers therefore before the Auditor.

Wm. R. HORNEY
Judge

Filed Sept. 7, 1951

MOZELLA MASON, et. al.
vs.
IDA LEE HARRIS, et. al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 3708

* *

PETITION TO APPOINT SPECIAL AUDITOR

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Palmer Smith and Vacle A. Downes, Jr., Trustees in said Cause, unto your Honors respectfully represents:

1. That the real estate mentioned in said proceedings was sold by John Palmer Smith and Vachel A. Downes, Jr., Trustees, on June 12, 1951, at and for the sum of $1000.00, and that said sale was ratified by this Court on September 7th, 1951.

2. That your Trustees have not filed an audit in said Cause nor have they distributed the proceeds of sale.

3. That J. Thomas Clark, Regular Auditor for this Court, represented the defendant Ida Lee Harris, and is therefore disqualified from auditing any account filed herein.

WHEREFORE, your Petitioners pray this Honorable Court to appoint a Special Auditor for the purpose of auditing the account of your Trustees to be filed in said Cause.

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.

Filed Aug. 1, 1955

ORDER OF COURT

UPON the aforegoing Petition, it is this 5th day of August, 1955, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court ORDERED that Richard T. Earle be and he is hereby appointed Special Auditor to audit the account of the Trustees to be filed in this cause, to allow said Trustees commissions and all their expenses of sale, not personal, upon producing vouchers therefore.

Wm. R. HORNEY
Judge

Filed Aug. 5, 1955

Report of Special Auditor
Filed August 18, 1955

MOSEOLA MASON ET AL.

VS.

IDA HARRIS LEE ET AL.

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

Cause No. 3708.

The Report of Special Auditor

TO THE HPNORABLE, THE JUDGES OF SAID COURT:

The undersigned appointed Special Examiner by Order of Cpurt dated August 5, 1955, having first taken the oath and signed the test book, proceeded to state said audit in the following manner by charging 5he Trustees with the gross proceeds of sale as reported in this Cause, then allowing the Trustees the usual commissions and all expenses, not personal, for which the Trustees produced vouchers for and distributed the net preeds of sale in te proportion entitled to the parties entitled to the same.

Respectfully submitted.

RICHARD T. EARLE
Special Auditor

Cause No. 3708

The gross proceeds of sale of real estate reported in this cause, in account with John Palmer Smith and Vachel A. Downs, Jr, Trustees appointed to make sale of said real estate

---

Cr.

Gross Proceeds of sale as per report of sale----------$1,000.00

Dr.

To John Palmer Smith and Vachel A. Downes, Jr., Trustees Usual commission----------	$67.50	
Clerk's Costs, as per bill filed----------	45.35	
Sheriff's costs----------	.75	
John Palmer Smith and Vache; A. Downes, Jr., App. Fee for Complaiant ----------	10.00	
J. Thomas Clark, Appearance fee for one of Defendants-------	10.00	
Record-Observer Publishing Co., for Publication of Advertisement of Sale and Notice to Creditors----------	77.25	
Record-Observer Publishing Co, for publication of Nisie to sale----------	7.50	
To Clause Lowery, Treasurer for Queen Anne's Co.---------- Adjustment of State and County Taxes	10.51	
To Herman Meredith, Agent---------- Bond Premium of Trustees	20.00	
To Record-Observer, publication of Nisie to this audit.-----	7.50	
To Richard T. Earle, Special Auditor----------	27.00	283.36
Total Epenses	283.36	
For distribution		$716.64

Distributed as follows, to wit:

To Ida Harris Lee	4/16	$179.16	
To Mildred Lee	6/16	268.74	
To Harriett Johnson	3/16	134.37	
To Mosella Mason	3/16	134.37	
Total Distributed			$716.64

Respectfully submitted

RICHARD T. EARLE
Special Auditor

Filed Aug. 18, 1955

NISI RATIFICATION OF AUDIT

Mozella Mason, et al.	)	In the Circuit Court
	)	
vs.	)	for Queen Anne's County
	)	
Ida Harris Lee, et al.	)	in Equity

Cause No. 3708

ORDERED, This 18th day of August in the year nineteen hundred and fifty five that the Report and Account filed in these proceedings by Richard T. Earle, Special, Auditor, be ratified and confirmed, unless cause to the contrary thereof by shown on or before the 16th day of September, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of September, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed Aug. 18, 1955
Filed Aug. 18, 1955

NISI RATIFICATION OF AUDIT

Mozella Mason, et al.	In the Circuit Court for Queen Anne's County In Equity
vs.	
Ida Harris Lee, et al.	Cause No. 3708

ORDERED, This 18th day of August in the year nineteen hundred and fifty-five, that the Report and Account filed in these proceedings by Richard T. Earle, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of September, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 9th day of September, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed Aug. 18, 1955
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 6, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of Mozella Mason, et al., vs. Ida Harris Lee, 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 9th day of September, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of August 1955, and the last insertion on the 1st day of September, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Shirley L. Kinnear

Filed Oct. 6, 1955

Ratification of Audit
Filed Oct. 7, 1955

Mozella Mason

vs.

Ida Harris Lee

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 3708

FINAL RATIFICATION OF AUDIT

ORDERED, this 7th day of October, 1955, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the Report and Account of Richard T. Earle, Special Auditor heretofore filed in this cause be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed, and John Palmer Smith and Vachel A. Downes, Jr., Trustees, are hereby directed to apply the proceeds of sale in accordance with and in the manner set forth in said audit.

Wm. R. HORNEY
Judge

Filed Oct. 7, 1955

::::::::::::::::::::::::::::::::::::::
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 March, in the year nineteen hundred and fifty four, the following Bill of Complaint was filed for record, to wit:

C A U S E N O. 3915

WILLIAM E. OWENS
Queen Anne, Maryland
Plaintiff

vs.

ROBERT A. OWENS, single
EMMA E. OWENS, single
Queen Anne, Maryland
Defendants

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 3915

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That Edward Albert Owens, Sr., deceased, late of Queen Anne's County, did convey the hereinafter described property unto his children, Robert A. Owens, Emma E. Owens, Edward A. Owens, Jr., Vernon B. Owens, and William E. Owens, as tenants in common, by deed dated the 16th day of January, 1943, recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr. No. 8, folio 432, by said deed reserving unto himself a life estate, a certified copy of said deed being attached hereto, marked "Plaintiff's Exhibit No. 1", and prayed be made a part hereof.

2. That the said Edward Albert Owens, Sr., deceased, departed this life in Queen Anne's County on or about the 16th day of November, 1943, vesting fee simple title to the hereinafter described tract or parcel of land in the said Robert A. Owens, Emma E. Owens, Edward A. Owens, Jr., Vernon B. Owens and William E. Owens, as tenants in common, each with an undivided one-fifth (1/5) interest or share therein.

3. That Edward A. Owens, Jr., and Ella Owens, his wife, conveyed all their right, title and interest in and to said tract or parcel of land, being an undivided one-fifth interest, unto William Evan Owens by deed dated the 12th day of June, 1950, and recorded among the Land Records aforesaid in Liber N.B.W. No. 6 folio 358, a certified copy of said deed being attached hereto, marked "Plaintiff's Exhibit No. 2", and prayed be made a part hereof.

4. That Vernon B. Owens and Mary E. Owens, his wife, conveyed all their right, title and interest, in and to said tract of parcel of land, being an undivided one-fifth interest, unto William Evan Owens by deed dated the 9th day of November, 1951, and recorded among the Land Records aforesaid in Liber T.S.P. No. 3, folio 342, which said tract or parcel of land is more particularly described as follows, to wit:

All that tract of land or farm situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, near "Wye Mills", located on the "Stauffer Road", and known as "Carter's Forest", or "The Edward Albert Owens Farm", or by whatsoever name or names the same may be called or known, and containing 75 acres of land, more or less, and BEING the same land conveyed unto the said Edward Albert Owens by deed from Oliver Bryant, et. al. Trustees, dated the day of 18 , and recorded among the Land Records aforesaid in Liber W.H.C. No. 3, folio 401,

a certified copy of the deed first mentioned in this paragraph being attached hereto, marked "Plaintiff's Exhibit No. 3", and prayed be made a part hereof.

5. That by virtue of the deeds aforesaid, the said William E. Owens, your Orator, has an undivided three-fifths interest in said tract or land or farm, and the said Robert A. Owens and Emma E. Owens each have an undivided one-fifth interest in the same.

6. That the said Defendants, Robert A. Owens and Emma E. Owens, are adults, residing in Queen Anne's County, Maryland, each of them being unmarried.

7. That the aforesaid tract or parcel of land, or farm, cannot be divided among the parties therein interested or owning the same according to the respective interests above set forth in paragraph No. 5 of this Bill of Complaint without substantial loss or injury to said parties entitled thereto.

8. That your Orator is advised he is entitled to have said property sold under decree of this Honorable Court and the proceeds thereof distributed among the parties entitled thereto according to their respective rights and interests therein.

TO THE END THEREFORE:

(a) That said tract or parcel of land, or farm, hereinbefore described, may be sold under decree of this Honorable Court and the proceeds thereof distributed among the parties entitled thereto according to their respective rights and interests therein.

(b) That your Orator may have such other and further relief as his cause may require.

MAY IT PLEASE YOUR HONORS to grant unto your Orator writs of subpoena against the defendants, Robert A. Owens and Emma A. Owens, both of Queen Anne's County, State of Maryland, commanding them to be and appear in this Court on some certain day to be

named therein and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

WILLIAM E. OWENS
William E. Owens, Plaintiff

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes,Jr.
Solicitors for Plaintiff

Filed March 15, 1954

"Plaintiff's Exhibit No. 1"
Filed March 15, 1954

::::::::::::::::::::::::::::::
#22,124. 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 Fourth day of October, in the year nineteen hundred and forty three, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this sixteenth day of January, 1943, by Edward Albert Owens, Widower, of Queen Anne's County, Maryland.

WITNESSETH: That, in consideration of natural love and affection, and the sum of One Dollar, the said Edward Albert Owens, widower, does hereby grant and convey unto Robert A. Owens, Emma E. Owens, Edward Owens, Jr., Vernon B. Owens and William Owens, as tenants in common, their heirs and assigns, in fee simple, the following described real estate, to wit:

All that tract of land or farm situate, lying and being in the Third Election District of Queen Anne's County, Maryland, near Wye Mills, located on the "Stauffer Road" known as "Carter's Forest" or the "Edward Owens Farm", or by whatsoever name the same may be known, adjoining the lands formerly of Jacob C. Richardson and others, and the land hereby conveyed containing SEVENTY-FIVE (75) ACRES OF LAND, more or less.

Being the same land conveyed unto the said Grantor by Olin Bryan and John Dodd, Trustees, by deed dated October 8th, 1895, and recorded among the land records of Queen Anne's County in Liber W.H.C. #3, folio 401.

RESERVING, NEVERTHELESS, unto the said Edward Albert Owens an estate for life, for and during the term of his natural life, in and to the real estate and premises above described.

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

TO HAVE AND TO HOLD the above granted property unto the said Robert A. Owens, Emma E. Owens, Edward Albert Owens, Jr., Vernon B. Owens and William Owens, as tenants in common, their heirs and assigns, subject, however, to the estate for life of the said Edward Albert Owens reserved therein.

AND the said Edward Albert Owens does hereby covenant that he will warrant specially the above described property, and that he will execute such further assurances to said land as may be requisite, excepting therefrom the reservation herein before made.

WITNESS the hand and seal of the Grantor.

TEST:-

EDWARD ALBERT OWENS (SEAL)
Edward Albert Owens

ANNA H. RHODES
Anna H. Rhodes

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

I HEREBY CERTIFY, that on this 16th day of January, 1943, before the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Edward Albert Owens, widower, and acknowledged the aforegoing DEED to be his Act.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

ANNA H. RHODES
Anna H. Rhodes
Notary Public.
My commission expires: MY COMMISSION EXPIRES
May 3rd, 1943

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

I hereby certify that the aforegoing is truly taken and copied from Liber A.S.G.Jr. No. 8, folio 432, 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 Tenth day of March in the year nineteen hundred and fifty-four.

Clerk's Seal

T. SORDEN PIPPIN
Clerk

Plaintiff's Exhibit No. 2
Filed March 15, 1954

::::::::::::::::::::::::::::::::::::
#29,028. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Seventeenth day of June, in the year nineteen hundred and fifty, the following Deed was brought to be recorded, to wit:-

Two-Fifty Cent and Two-Five Cent Int.
Rev. Stamps. Endorsed JPS.

One-One Dollar Ten Cent Recordation
Tax Stamp. Endorsed JPS 6/17/50.

This Deed made this 12th day of June, in the year one thousand nine hundred and fifty, by Edward Albert Owens, Jr., and Ella Owens, his wife, of Baltimore City, State of Maryland.

WITNESSETH: That, in consideration of the sum of Seven Hundred Dollars ($700.00) the receipt whereof is hereby acknowledged, the said Edward Albert Owens, Jr., and Ella Owens, his wife, do hereby grant and convey all their right, title, interest and estate, being an undivided one-fifth part, unto William Evan Owens, his heirs and assigns, in fee simple, in and to the following described real estate, to wit:

ALL that tract of land or farm, situate, lying and being in the Third Election District of Queen Anne's County, Stateof Maryland, near Wye Mills, located on the "Stauffer Road", known as "Carter's Forest" or the "Edward Owens Farm", or by whatever other name or names the same may be known, adjoining the lands formerly of Jacob C. Richardson and the land of others and the land hereby conveyed containing SEVENTY-FIVE (75) ACRES of land, more or less.

Being the same property described in the deed from Edward Albert Owens (Sr.) to his children, viz: Robert A. Owens, Emma E. Owens, Edward Albert Owens, Jr., Vernon B. Owens and William (E.) Owens, as tenants in common, said deed being dated January 16th, 1943, and recorded among the land records of Queen Anne's County in Liber A.S.G., Jr., No. 8, folio 432, etc.

TOGETHER with the buildings and improvements thereone 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 land and 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 William E. Owens, his heirs and assigns, in fee simple, forever.

AND the said Grantors hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted and conveyed; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors.

TEST: as to both Grantors:

EDWARD ALBERT OWENS JR. (SEAL)
Edward Albert Owens,Jr.,

JOSEPH A. REED
Joseph A. Reed

ELLA OWENS (SEAL)
Ella Owens

STATE OF MARYLAND, :
to wit:
BALTIMORE CITY, :

I HEREBY CERTIFY, that on this 12th day of June, in the year one thousand nine hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Edward Albert Owens, Jr., and Ella Owens, his wife, and they acknowledged the foregoing Deed to be their act.

Witness my hand and notarial seal.

Notary
Public
Seal.

JEROME C. CHRISTOPHER
Jerome C. Christopher
Notary Public.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber N.B.W. No. 6, folios 358 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 Tenth day of March in the year nineteen hundred and fifty four.

Clerk's Seal.

T. SORDEN PIPPIN
Clerk

::::::::::::::::::::::::::::::::
#31,078. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on this Twenty Seventh day of November, in the year nineteen hundred and fifty one, the following Deed was brought to be recorded, to wit:-

One-One Dollar and One-Ten Cent Int.
Rev. Stamps. Endorsed CCC 11/27/51.

One-One Dollar Ten Cent Recordation
Tax Stamp. Endorsed CCC 11/27/51.

This Deed made this 19th day of November in the year one thousand nine hundred and fifty-one by VERNON B. OWENS and MARY E. OWENS, his wife, parties of the first part, hereinafter called GRANTORS, and WILLIAM EVAN OWENS, party of the second part, hereinafter called GRANTEE.

WITNESSETH, that for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey all their right, title, interest and estate, being an undivided one-fifth part, unto the said Grantee, his heirs and assigns, in fee simple, in and to the following described real estate, to wit:

ALL that tract of land or farm situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, near Wye Mills, located on the "Stauffer Road", known as "Carter's Forest", or the "Edward Owens Farm" or by whatever other name or names the same may be known, adjoining the lands formerly of Jacob C. Richardson and the lands of others, and the land hereby conveyed containing SEVENTY-FIVE (75) ACRES of land, more or less.

BEING the same property which by deed dated January 16, 1943, and recorded among the Land Records of Queen Anne's County in Liber A.S.G.Jr. No. 8, folio 432, was granted and conveyed by Edward Albert Owens (Sr.) to his children, viz: Robert A. Owens, Emma E. Owens, Edward Albert Owens, Jr., Vernon B. Owens and William E. Owens, as tenants in common.

TOGETHER with the buildings and improvements thereone 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 said land and 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 andbenefit of the said Grantee, his heirs and assigns, in fee simple, forever.

AND the said Grantors hereby covenant that they have not done or suffered to be done, any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted and conveyed; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors.

TEST:

L. J. SNEED JR.

L. J. SNEED Jr.

VERNON B. OWENS (SEAL)
Vernon B. Owens

MARY E. OWENS (SEAL)
Mary E. Owens

STATE OF DELAWARE :
: to wit;
COUNTY OF NEW CASTLE :

I HEREBY CERTIFY, that on this 19 day of November in the year one thousand nine hundred and fifty-one before me, the subscriber a Notary Public of the State of Delaware in and for the County aforesaid, personally appeared VERNON B. OWENS and MARY E. OWENS, his wife, and they acknowledged the foregoing Deed to be their act.

Witness my hand and Notarial Seal.

L. J. SNEED JR.
Notary Public
Notary
Public
Seal.

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, To wit:

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 3, folios 342, 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 Tenth day of March in the year nineteen hundred and fifty four.

Clerk's Seal.

T. SORDEN PIPPIN
CLERK

Subpoena
Filed April 3, 1954

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Robert A. Owens
Queen Anne, Maryland

Seal's Place

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of April next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of William E. Owens, Queen Anne, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of March, 1954.

Issued the 15th. day of March, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded,

Solicitor for Complainant(s)

Name John Palmer Smith
Vachel A. Downes, Jr.

Address Centreville, Maryland

T. SORDEN PIPPIN ,Clerk

And on the back of the aforegoing is the following endorsement, to wit:

I hereby certify that I served the within subpoena upon Robert E. Owens on March 18, 1954 by reading same to him and by leaving a copy of same with him together with the pleadings.

FRANK Y. WHITELEY
Frank Y. Whiteley, Sheriff
of Queen Anne's County.

SUBPOENA
Filed April 3, 1954

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place

TO

QUEEN ANNE'S COUNTY, TO WIT:

Emma E. Owens
Queen Anne, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of April next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of William E. Owens, Queen Anne, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of March, 1954.

Issued the 15th. day of March, 1954.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name John Palmer Smith
Vachel A. Downes, Jr.

Address Centreville, Maryland T. SORDEN PIPPIN ,Clerk

And on the back of the aforegoing is the following endorsement, to wit:

I hereby certify that I served the within subpoena upon Emma E. Owens on March 18, 1954 by reading same to her and by leaving a copy of same with her together with the pleadings.

FRANK Y. WHITELEY
Frank Y. Whiteley, Sheriff of
Queen Anne's County.

PETITION FOR DECREE PRO CONFESSO
Filed April 13, 1955

WILLIAM E. OWENS,

VS.

ROBERT A. OWENS AND
EMMA E. OWENS,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY NO. 3915.

*****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William E. Owens, the complainant in this cause, by John Palmer Smith, his Solicitor, to your Honors respectfully shows:

1. That the resident defendants, Robert A. Owens and Emma E. Owens, both adults, have been duly summoned to appear, answer and defend this cause as evidenced by the summons issued in this cause on March 15th, 1954, and duly returned summoned by the Sheriff of Queen Anne's County, Maryland, who served the said summons on the respective Defendants on March 18th, 1954; that although said summs have long since been duly returned and the said Defendants commanded to appear before this Court on the first Monday of April, 1954, to answer the Complaint of the said William E. Owens neiither of the said two defendants has entered his or hear appearance either in person or by solicitor nor filed any answer herein.

2. That your Complainant is advised and alleges that he has the right to secure a Decree Pro Confesso against the two defaulting defendants, and to have the papers submitted to an Examiner so that your Petitioner may offer testimony to support the allegation of the Bill of Complaint.

TO THE END THEREFORE:

1. That a Decree Pro Confesso may be granted by this Honorable Court against Robert A. Owens and Emma E. Owens, both 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 Plaintiff may take testimony in support of the allegations of the Bill.

3. That your Petitioner may havr such other and further relief as his case may require.

And as in duty bound, etc.,

JOHN PALMER SMITH
Solicitor for Plaintiff.

Filed April 13, 1955

ORDER OF COURT.

The aforegoing 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 13th day of April, 1955, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, adjudged, ordered and decreed that the Plaintiff is entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken Pro Confesso against the adult defendants, Robert A. Owens and Emma E. Owens; but because it does not certainly appear to what relief the Plaintiff is entitled, it is further adjudged and ordered that leave be granted to the Plaintiff 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 April 13, 1955

Examiner's Report and Depositions
Filed April 27, 1955

WILLIAM E. OWENS

Vs.

ROBERT A. OWENS, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 3915

* * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Subscriber, one of the regular examiners for this Honorable Court, having been notified by John Palmer Smith and Vachel A. Downes, Jr., Solicitors for the Complainant, of their desire to take testimony in this cause, did meet in the office of the said Vachel A. Downes, Jr., on Tuesday, April 26, 1955, at 8:00 o'clock, p.m., (Eastern Daylight Savings Time) for the purpose of taking testimony, there being no person upon whom notice of the taking of such testimony could be served, this Court having passed a Decree Pro Confesso against the defendants, Robert A. Owens and Emma E. Owens, by its Order dated the 13th day of April, 1955, I did then and there proceed after administering the oath to the witnesses, take the following testimony, to wit:

RICHARD T. EARLE

WILLIAM E. OWENS, of lawful age, being sworn and examined, did depose and say:

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

A. William Evan Owens, age 42, my post office address is Queen Anne, Maryland and I am a general contractor.

Q. Are you one of the parties to this cause, and if so, what is your relationship to Robert A. Owens and Emma E. Owens, the defendants.

A. I am the Complainant in this cause and I am a brother to Robert A. Owens and Emma E. Owens.

Q. Are you the son of Edward Albert Owens, Sr., and if so state when your father died and the extent of his interest in the "Edward Owens Farm" at his death.

A. I am the son of Edward Albert Owens, Sr., and my father died on November 16, 1943. He had given the farm to his children by reserved a life estate. He gave us the farm by a deed made the same year he died.

Q. Had your father, Edward Albert Owens, Sr., made any disposition of the "Edward Owens Farm" prior to his death, and if so, to whom and to what extent.

A. In 1943 he made a deed to the farm to his children, Albert E. Owens, Jr., Robert A. Owens, Emma E. Owens, Vernon B. Owens and William Evan Owens, We each were to have an equal interest.

Q. What became of the interest of Edward A. Owens Sr., Ella Owens, his wife and the interest of Vernon B. Owens and Mary E. Owens, his wife.

A. They both conveyed their undivided interests to me by deeds. The deed from Edward was in 1950 and the deed from Vernon was in 1951.

Q. Who are the present owners of said farm and what is the extent of their respective interests.

A. I own three-fifths of the farm and my broghter Robert and my sister Emma each own one-fifth.

Q. Describe the said farm, state the adjoining owners and give the acreage.

A. The farm is in the Third Election District, on Stauffer Road which runs between the Wye Mills-Willoughby Road to the Wye Mills-Starr Road. On the north this farm is bounded by the farm of Frank Boyle known as the Conolly Farm, on the east by the James E. Leager Farm, which farm is actually bounded on the east by the Stauffer Road and the Leager Farm is across the road, on the south by the "Windsor Farm" of the Friel-Reynolds heirs, and on west by the "Cook farm" owned by John S. Skinner. The farm contains 75 acres.

Q. What do you consider the present fair market value of the "Edward Owens Farm" and state your reasons for this appraisal.

A. I think the farm is worth about $12,000.00. The buildings are in fair shape, and I think the property could be sold for that amount.

Q. Do you own any other real estate in Queen Anne's County, have you ever been called upon to appraise real estate in and around the Village of Wye Mills, particularly farm land, and are you familiar with real estate values in and around that vicinity.

A. I have a lot at Romancoke. I have never appraised property in this county, but by nature of my work I have some idea of the value of land and buildings.

Q. In your opinion, are the land described and set out in this proceeding capable of being equally divided among the parties to this suit without substantial loss or injury, and if not, state your reasons.

A. The farm can't be equally divided because it is so small it would be unprofitable.

Examiner's Special.

A. I've tried to work this out with my brothers and sisters, and I think now that the fairest way we can settle this now is to sell the property at public sale and give everyone thes chance to buy it.

WILLIAM E. OWENS
William E. Owens

JAMES LEAGER, of lawful age, being sworn and examined, did depose and say:

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

A. James Edmund Leager, age 41, my post office address is Wye Mills, and I'm a farmer.

Q. Do you know all of the parties to this cause, and if so how long have you known them, and what relation are they to each other.

A. I've known all of the parties to this case for 30 to 35 years. They are brothers and sister.

Q. Did you known Edward Albert Owens, Sr., prior to his death, and if so, do you known when he died and the extent of his interest in the "Edward Owens Farm".

A. I knew Mr. Owens. He died in November, 1943. I was under the impression that he owned the farm in fee simple.

Q. At the time of the death of Edward Albert Owens, Sr., who were or became the owners of the "Edward Owens Farm" and how did they acquire title.

A. When Mr. Owens died his children became the owners of the farm. They were Albert, Robert, Vernon, Emma and William. I don't know how the acquired title to the farm.

Q. Do you known what disposition Edward A. Owens, Jr., and Ella Owens, his wife, and Vernon B. Owens and Mary E. Owens, his wife, made of their respective interest or share of said farm.

A. I understand that William bought their two portions of the property. He got Albert's interest in 1950 and Vernon's in 1951.

Q. Who are the present owners of said farm and what is the extent of their respective interests.

A. William, Emma and Robert. Bill has a 3/5 interest and the others have 1/5 a piece.

Q. Are you familar with the "Edward Owens Farm" situate near Wye Mills, and if so, describe the farm, give the adjoining owners, and state the acreage.

A. I have been familar with farm for about 30 years. The farm is located in the Third Election District, of Queen Anne's County, Maryland, on the "Stauffer Road". The farm is bounded on Stauffer Road on the east, Windsor Farm owned by the Friel-Reynolds heirs on the south, the Cook farm of John S. Skinner on the south and the Connolly Farm owned by Frank Boyle on the north. The farms contains about 75 acres.

Q. Are you the owner of any real estate in this county, have you ever been called upon to appraise real estate in and around the village of Wye Mills, particularly farm land, and are you familar with real estate values in and around that vicinity.

A. Yes, I own a farm immediately across the Stauffer road from the Owens farm, and property also in the 5th Election District.. I have never appraised real estate in this County but I am familar with real estate values in the vicinity of the Owens farm by observing sales of other property in that district and throughout the county.

Q. What is your considered opinion of the present fair market value of the "Edward Owens Farm", and give your reasons for the same.

A. I think the present fair market value of the farm is $13,400.00. The farm has a good location and ideal for a small farm operator. The buildings are in good condition.

Q. In your opinion, are the land described and set out in this proceeding capable of being equally divided among the parties to this suit, and if not, state your reasons.

A. I sould say not, because it is just a small parcel of land and it would be impossible to cut it up to be beneficial to the three of them.

Q. In your opinion, if such land were divided would the parties in interest sustain substantial loss or injury thereby.

A. Yes

Examiner's Special.

A. No.

JAMES LEAGER
James Leager

HERBERT ROE, of lawful age, being sworn and examined, did depose and say:

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

A. Herbert Troy Roe, age 55, near Wye Mills and I am a farmer.

Q. Do you know William E. Owens, Robert A. Owens and Emma E. Owens, the parties to this cause, and if so, how long have you known them, and what relation are they to each other.

A. I know all of them and have known them all theri lives. They are brother and sister.

Q. Did you known Edward Albert Owens, Sr., prior to his death, and if so, do you recall when he died and the extent of his interest in the "Edward Owens Farm" at the time of his death.

A. Yes, I knew him before he died. He died about November, 1943. I though he was the sole owner of the farm.

Q. At the time of the death of Edward Albert Owens, Sr., who were or became the owners of the "Edward Owens Farm" and how did they acquire title.

A. I understand that the children became the owners. That would be Albert, Vernon, Robert, Bill and Emma. I don't know how they acquired the property.

Q. Do you know what disposition Edward A. Owens, Jr., Ella Owens, his wife, and Vernon B. Owens and Mary E. Owens, his wife, made of their respective interest or share of said farm.

A. I've heard that Bill bought their interest.

Q. Who are the present owners of said farm and what is the extent of their respective interests.

A. Robert, Emma and William. I understand that William has 3/5th interest, and Emma and Robert have 1/5 each.

Q. Are you familar with the "Edward Owens Farm" situate near Wye Mills, and if so, describe the farm, give the adjoining owners, and state the acreage.

A. I have been familar with the farm practically all my life., since I've lived right there by all my life. The farm is on the Stauffer Road, in third district of Queen Anne's County, bounded on the east by Stauffer Road, on the south by the Windsor Farm of the Friel-Reynolds heirs, on the west by the Cook farm of John S. Skinner and on the north by the Connolly Farm owned by Frank Boyle.

Q. Are you the owner of any real estate in this County, have you ever been called upon to appraise real estate in and around the Village of Wye Mills, especially farm land, and are you familar with real estate values in and around that vicinity.

A. I don't own any real estate, but I have appraised real estate for the Orphan's Court and for other people at various times. I am familar with real estate values in that vicinity because I have seen farms sold and I have observed sales throughout the county

Q. What is your considered opinion of the present fair market value of the "Edward Owen Farm", and give your reasons for this appraisal.

A. I think $13,400.00 is the fair market value at present, because it has a good location. The land is better than some of the land around around.

Q. In your opinion, are the land described and set out in this proceeding capable of being equally divided among the parties to this suit without substantial loss or injury, and if not state your reasons.

A. No. I don't think it is situate or located so that it would be possible to divide it. It would make each piece so small that it wouldn't be profitable for anybody concerned.

Examiner's Special.

A. Nothing that I know of.

HERBERT T. ROE
Herbert T. Roe

There being no further witnesses to be examined, the Examiner herewith makes his return to the depositions of the respective witnesses, and the costs chargable to the plaintiffs as follows, to wit:

Richard T. Earle, Examiner. $10.00

All Witness waive fees.

Respectfully submitted,

RICHARD T. EARLE
Richard T. Earle, Examiner

Filed April 27, 1955

DECREE
Filed May 20, 1955

WILLIAM E. OWENS

vs.

ROBERT A. OWENS
EMMA E. OWENS

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 3915

* *

DECREE

This cause standing ready for hearing and being submitted without arguement, the Bill of Complaint and other proceedings having been read and considered,

IT IS THEREUPON, this 20th day of May, 1955, 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 be sold, it appearing that the same cannot be divided without loss or injury to the parties interested therein, and that John Palmer Smith and Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, be and they are hereby appointed trustees to make said sale,

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that before proceeding to make sale hereunder, said Trustees shall first file with the Clerk of The Circuit Court for Queen Anne's County a bond to the State of Maryland, to beexecuted by themselves, with surety or surites thereon to be approved by the Court, or the Clerk thereof, in the penalty of Fifteen Thousand Dollars ($15,000.00), if corporate surety is given, and in double that amount if personal surety is given, conditioned on the faithful performance of the trust imposed in them by this decree or which may be reposed in them by any future decree or order in the premises.

The Trustees shall futher advertise the time, place, manner and terms of sale in some newspaper printed and published in Queen Anne's County for at least three weeks prior to the day of sale, said terms to provide for payment of the entire purchase price in cash on day sale, or ten percent of the purchase price in cash and the balance in cash upon final ratification of the sale by this Court, the deferred payments to bear interest from day of sale and to be secured to the Trustees' satisfaction. After complying with the prerequisites of this Decree, said Trustees may proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highst bidder for said property, and they shall thereafter report a full account of said sale to this Court with an affadavitof the truth and fairness thereof.

Upon final ratification of the sale, and upon full payment of the purchase money, and not before, said trustees shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold, free clear and discharged of all claims of the parties to this cause or those claiming by, through or under them or any of them.

Said Trustees shall bring into Court all of the moneys arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding, the expenses of said sale, and such commissions to the Trustees as a Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Wm. R. HORNEY
Judge

Filed May 20, 1955

BOND
Filed May 23, 1955

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty third day of May in the year nineteen hundred and fifty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS:

That we, John Palmer Smith and Vachel A. Downes, Jr., of Centreville, Queen Anne's County, 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 Fifteen Thousand Dollars ($15,000.00) current money, to be paid unto the State of Maryland, or its certain attorney, in which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, successors, administrators and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 23rd day of May, 1955.

WHEREAS, the above bounden, John Palmer Smith and Vachel A. Downes, Jr., have been appointed trustees by virtue of a decree of the Circuit Court for Queen Anne's County, In Equity, to sell the property mentioned in the proceedings in a cause entitled "William E. Owens vs. Robert A. Owens and Emma E. Owens", being Chancery Cause No. 3915 now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden, John Palmer Smith and Vachel A. Downes, Jr., 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:

L. H. MEREDITH

L. H. MEREDITH

L. H. MEREDITH

JOHN PALMER SMITH (SEAL)
John Palmer Smith

VACHEL A. DOWNES JR. (SEAL)
Vachel A. Downes, Jr.

GLENS FALLS INDEMNITY COMPANY

By: W.M. FREESTATE
ATTORNEY

Corporate
Seal

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed May 23, 1955

T. SORDEN PIPPIN Clerk

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

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folil 82, 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 this Twenty third day of May in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

PETITION
Filed June 6, 1955

WILLIAM E. OWENS	)	In the Circuit Court for
vs.	)	Queen Anne's County
ROBERT OWENS and EMMA OWENS	)	in Equity
	)	Cause No. 3915.

PETITION

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of the Respondents, Robert Owens and Emma Owens, by Howard Wood, 3rd, their attorney, unto your Honors respectfully shows:

1. That these respondents have resided upon the real estate decreed to be sold in these proceedings for many years and with minor exceptions for all of their respective lives.

2. That shortly prior to the passage of the decree for sale these respondents negotiated with the complainant in an effort to reach an amicable agreement for partition in kind of the land in question, whereby the respondents would have taken as their two/fifths share all of the land lying across the railroad from the part of said farm or lands improved by the dwelling house and farm buildings, the complainant would have taken the improved portion and paid the respondents for any discrepancy in valuation between the two parcels based on their respective interests; but that the complainant proceeded ex parte to obtain the said decree for sale without advising your petitioners that he was unwilling to conclude the above agreement.

3. That your petitioners have tilled the farm on a cooperative basis with the complainant for some years; and that your petitioners have planted sugar corn in the cleared acreage lying across the railroad from the farm buildings, which they had expected to receive if the projected agreement had been made as aforesaid; and said crop was also planted under an express or implied agreement with the complainant that the respondents would harvest the same and account to him as tenants for three/fifths of the customary landlord's one-half share of the net proceeds thereof.

4. That pursuant to like understandings your petitioners also have plowed some eleven (11) acres on the part of the farm which is improved by buildings and had expected to plant the same in field corn.

5. That your petitioners have received no notice to quit the premises decreed to be sold and first received notice of said decree by the advertisement of sale in the Queen Anne's Record-Observer.

6. Wherefor, your petitioners pray your Honors to pass an Order directing the trustees to announce at the auction that the sale is subject to the following rights of your petitioners as owners and/or tenants;

(a) To harvest the sugar corn crop.

(b) To plant and harvest field corn on the eleven (11) acres above mentioned.

(c) To remain in possession of the farm subject to the buyer's rights as an incoming tenant until December 31, 1955.

Respectfully submitted,

HOWARD WOOD, 3rd.
Attorney for Petitioners-Respondents

Filed June 6, 1955

ORDER OF COURT

On the aforegoing Petition it is ORDERED this 8th day of June, 1955, by the Circuit Court for Queen Anne's County in Equity, that the respondents, Robert Owens and Emma Owens, be and they are hereby granted rights to harvest the sugar corn crop, plant and harvest the field corn crop mentioned in said Petition, and to remain in possession of the premises decreed to be sold subject to the buyer's rights as an incoming tenant until December 31, 1955, and that the trustees to sell said premises shall announce the respondents' rights at the auction as additional terms of sale to those already advertised, unless the complainant show cause to the contrary on or before the 9th day of June, 1955, provided that a copy of said Petition and of this Order be served upon the complainant forthwith; hearing to be held at 11:00 A.M., on June 10th, 1955.

Wm. R. HORNEY
JUDGE

Service admitted this 8th day of June 1955

Vachel A. Downes Jr.
Attorney for Plaintiff

Filed June 8, 1955

ANSWER
Filed June 9, 1955

WILLIAM E. OWENS	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
ROBERT OWENS, et. al.	IN EQUITY No. 3915

* *

ANSWER

The Answer of John Palmer Smith and Vachel A. Downes, Jr., Trustees, to the Petition and Show Cause Order thereon heretofore filed in this cause unto your Honors respectfully represents:

1. Answering paragraph one of the Petition your Trustees are advised that the Complainant and the Respondents have resided upon said farm for many years together as tenants in common.

2. Answering paragraph two of the Petition your Trustees are advised that after the Bill of Complaint was filed in these proceedings the Respondents made divers vague proposals regarding the settlement of the same but would never agree to any specific concrete arrangement and by their actions consistently prevented a settlement hereof, until on or about the 1st day of April, 1955, the Complainant informed the Respondents of his intentions to cease negotiations and to prosecute to conclusion his rights and privileges of partition.

3. Answering paragraph three of the Petition your Trustees are advised that said farm was not tilled on a landlord-tenant arrangement between the Complainant and the Respondent but on the basis of their ownership as tenants in common with the Complainant receiving three-fifths of the profits therefrom and the Respondents receiving two-fifths of the profits therefrom, and further, that at the time the Respondents were notified of the cessation of negotiations they likewise were informed that any crops planted would be at their own risk, including the sugar corn crop.

4. Answering paragraph four of the Petition your Trustees are advised that the eleven acres mentioned in said paragraph was plowed and prepared for planting without the consent of the Complainant and in fact against his advice.

5. Answering paragraph five of the Petition your trustees say that the Respondents are not entitled to receive notice to quit since no landlord-tenant relationship exists between the parties to this cause, and that as parties to this suit, having been properly summoned, their rights and privileges have been fully determined by the Decree of Sale heretofore passed in this cause.

6. Answering paragraph six of the Petition, your Trustees allege that the Respondents should be reimbursed by the purchaser under said Decree for the actual cost of planting and tilling said sugar corn crop; that the Respondents should cease and desist from any further plowing, tilling or planting of crops upon said farm; and that upon ratification of sale all the tenants in common, both Complainant and Respondents, should surrender possession of the premises in order that your Trustees may convey to the purchaser thereof said premises as heretofore decreed to be sold.

Respectfully submitted,

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr. TRUSTEES

Service of Copy admitted this 9th day of June, 1955.

HOWARD WOOD, 3rd.

Filed June 9, 1955

ORDER OF COURT
Filed June 14, 1955

WILLIAM E. OWENS	In the Circuit Court for Queen Anne's County in Equity
vs.	
ROBERT A. OWENS, et al.	Cause No. 3915

ORDER OF COURT

After a hearing upon the Respondents' petition and the Complainants' Answer thereto, IT IS ORDERED, This 14th day of June, 1955, by the Circuit Court for Queen Anne's County, in Equity, as follows:

(1) That the Respondents shall have the right to enter the property for the purpose of harvesting the growing sugar corn crop thereon after final ratification of sale, and that the said crop and its proceeds is and shall be the Respondents' property, share and share alike, free of any claim of the Complainant; and that the Trustees shall announce at the auction that said crop is reserved from the sale, for the benefit of the Respondents;

(2) That none of the parties shall engage in any further farming operations on said property pending the further order of this Court; and

(3) That all parties to this cause shall surrender possession of the premises to the purchaser or purchasers of the property upon final ratification of any sale and the delivery of the deed to the purchaser or purchasers.

Wm. R. HORNEY
Judge

Filed June 14, 1955

REPORT OF SALE
Filed June 22, 1955

WILLIAM E. OWENS	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
ROBERT A. OWENS EMMA E. OWENS	IN EQUITY No. 3915

* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate in this cause by John Palmer Smith and Vachel A. Downes, Jr., the Trustees appointed to make such sale, unto your Honors respectfully represents:

1. That pursuant to a decree of this Honorable Court passed on the 20th day of May, 1955, your Trustees filed in this cause a bond in the penalty of Fifteen Thousand Dollars ($15,000.00) with corporate surety thereon, which said bond was duly approved by the Clerk of this Court.

2. That thereupon, pursuant to said decree, your Trustees advertised the time, place manner and terms of sale in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks prior to the 21st day of June, 1955, as will appear by reference to a Certificate of Advertisement of Sale attached hereto and made a part hereof.

3. That pursuant to said decree and said advertisement, your Trustees proceeded to sell the real estate described in said advertisement in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, at 1:30 p.m. (Daylight Saving Time) on Tuesday, June 21, 1955, and sold the same as follows, to wit:

All that tract of land or farm, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, near Wye Mills, located on the "Stauffer Road" and known as "Carter's Forest" or "The Edward Albert Owens Farm", or by whatsoecer name or names the same may be called or known, and containing 75 acres of land, more or less, and BEING the same land conveyed by Edward Albert Owens unto Robert A. Owens, Emma E. Owens, Edward Owens, Jr., Vernon B. Owens and William E. Owens, as tenants in common, by deed dated the 16th day of January, 1943, and recorded among the Land Records of Queen Anne's County in Liber A.S.G.Jr. No. 8, folio 432, subject to the life estate of Edward Albert Owens who died on or about the the 16th day of November, 1943, vesting fee simple title in said remaindermen. Being further the same tract of land in a deed of a one-fifth interest from Edward Albert Owens, Jr. and Ella Owens, his wife, unto William E. Owens, dated the 12th day of June, 1950, and recorded among the Land Records aforesaid in Liber N.B.W. No. 6, folio 358, and being further

the same tract of land in a deed of a one-fifth interest from Vernon B. Owens and Mary E. Owens, wife, to William E. Owens, dated the 19th day of November, 1951, and recorded among the Land Records aforesaid in Liber T.S.P. No. 3 folio 342.

and sold the same unto William E. Owens at and for the sum of Fourteen Thousand Two Hundred Dollars ($14,200.00), he being then and there the highest bidder therefor, and said purchaser has complied with the terms of sale ordered by this Court by the payment unto your Trustees of one tenth of the purchase price or the sum of One Thousand Four Hundred and Twenty Dollars ($1420.00) the balance having been secured to your Trustees satisfaction.

Respectfully submitted,

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes,Jr.
Trustees

STATE OF MARYLAND
to wit:
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, that on this 22nd day of June, 1955, before me, the Subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared John Palmer Smith and Vachel A. Downes, Jr., Trustees in Chancery No. 3915, and they made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein stated, and that the sale made by them, as Trustees, and herein reported, was fairly made.

Witness my hand and seal.

T. SORDEN PIPPIN
Clerk

Filed June 22, 1955

AUCTIONEER'S CERTIFICATE
Filed June 22, 1955

WILLIAM E. OWENS
vs.
ROBERT A. OWENS
EMMA E. OWENS

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 3915

* *

AUCTIONEER'S CERTIFICATE

I, J. Elmer Anthony, Auctioneer, do hereby certify that on the 21st day of June, 1955, in front of the Court House door, in the Town of Centreville, Queen Anne's County, Maryland, at the request of John Palmer Smith and Vachel A. Downes, Jr., Trustees, did sell at public auction to William E. Owens at and for the sum of Fourteen Thousand Two Hundred Dollars ($14,200.00), the said William E. Owens being the highest bidder therefore, the farm or tract of land mentioned in these proceedings and decreed to be sold known as the "Edward Albert Owens Farm", and that said sale was fairly made.

June 21, 1955

J. ELMER ANTHONY
Auctioneer

Filed June 22, 1955

TRUSTEE'S SALE OF VALUE
REAL ESTATE NEAR WYE MILLS, MARYLAND

BY virtue of the power and authority contained in a decree of the Circuit Court for Queen Anne's County, In Equity, passed on the 20th day of May, 1955, in Chancery Cause No. 3915, entitled "William E. Owens vs. Robert A. Owens and Emma E. Owens", the undersigned Trustees named therein will offer at public auction to the highest bidder, in front of the Court House Door, in the Town of Centreville, Maryland, on TUESDAY, JUNE 21, 1955 At 1:30 o'clock p.m. (Daylight Saving Time) the following property, to wit:

ALL that tract of land or farm situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, near Wye Mills, located on the "Stauffer Road" and known as "Carter's Forest" or "The Edward Albert Owens Farm", or by whatsoever name or names the same shall be called or known, and containing 75 acres of land, more or less.

BEING the same tract of land or farm conveyed by Edward Albert Owens unto Robert A. Owens, Emma E. Owens, Edward Owens, Jr., Vernon B. Owens and William E. Owens, as tenants in common, by deed dated the 16th day of January, 1943, and recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr., No. 8 folio 432, subject to the life estate of Edward Albert Owens who died on or about the 16th day of November, 1943, vesting fee simple title in said remaindermen, Being further, the same tract of land or farm in a deed of a one-fifth interest from Edward Albert Owens, Jr., and Ella Owens, his wife, unto William E. Owens, dated the 12th day of June, 1950, and recorded among the Land Records aforesaid in Liber N.B.W. No. 6 folio 358. Being further, the same tract of land or farm in a deed of a one-fifth interest from Vernon B. Owens, and Mary E. Owens, his wife, to William E. Owens, dated the 19th day of November, 1951, and recorded among the Land Records aforesaid in Liber T.S.P. No. 3 folio 342.

IMPROVED BY frame farm house and other outbuildings.

TERMS OF SALE.

Entire purchase price may be paid in cash on day of sale, or ten per cent of purchase price on day of sale and balance on final ratification of sale, said balance to bear interest from date of sale and be secured to Trustee's satisfaction. Title papers, revenue and documentary stamps and costs of recording to be at purchasers' expense. Taxes to be prorated to day of sale. Possession upon final ratification of sale.

JOHN PALMER SMITH
VACHEL A. DOWNES, JR.
Trustees

QUEEN ANNE'S RECORD-OBSERVER

CENTREVILLE, MD. June, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale of Real Estate in the case/estate of William E. Owens vs. Robert A. Owens and Emma E. Owens 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 21st day of June, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26th day of May 1955, and the last insertion on the 16th day of June, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed June 22, 1955

N I S I

WILLIAM E. OWENS	)	IN THE CIRCUIT COURT
	)	
VS.	)	FOR QUEEN ANNE'S COUNTY
	)	
ROBERT A. OWENS	)	IN EQUITY NO. 3915
EMMA E. OWENS	)	

ORDERED, this 22nd. day of June, 1955, that the sale of real estate made and reported in this cause by John Palmer Smith and Vachel A. Downes, Jr., Trustees, be ratified and confirmed, on or after the 22nd. day of July next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 20th. day of June 1955, and ending on the 14th. day of July 1955.

The report states the amount of sales to be $14,200.00.

T. SORDEN PIPPIN CLERK

Filed: June 22, 1955

N I S I

WILLIAM E. OWENS	In the Circuit Court for
vs.	Queen Anne's County
ROBERT A. OWENS EMMA E. OWENS	In Equity No. 3915

ORDERED, this 22nd day of June, 1955, that the sale of real estate made and reported in this cause by John Palmer Smith and Vachel A. Downes, Jr., Trustees, be ratified and confirmed, on or after the 22nd day of July, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper, printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 30th day of June, 1955, and ending on the 14th day of July, 1955,

The report states the amount of sales to be $14,200.00.

Filed: June 22, 1955

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 19, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the case of William E. Owens vs. Robert A. Owens Emma E. Owens, Chancery 3915 a true copy of which is annxed 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 22 day of July, 1955 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30 day of June 1955, and the last insertion on the 14 day of July, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By FRANCES MEREDITH

Filed July 19, 1955

FINAL ORDER OF RATIFICATION

ORDERED, this 22nd day of July, 1955, 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 and Vachel A. Downes, Jr., 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 be given as required by the the predecing Order Nisi heretofore filed in this cause, and the trustees are allowed their usual commissions and all expenses incident to the making of said sale, not personal, for which they shall produce vouchers therefor to the Auditor.

Wm. R. HORNEY
Judge

Filed July 22, 1955

AUDIT
Filed Aug. 12, 1955

William E. Owens
vs.
Robert A. Owens, et al.

In The Circuit Court For
Queen Anne's County In
Equity Cause No. 3915

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectively sets forth:

1. That this account was stated at the request of John Palmer Smith and Vachel A. Downes, Jr., Trustees, who by decree of this court bearing the date of May 20th, 1955, were duly appointed trustees to make the sale of the real estate sold in this cause and distribute the net proceeds to the distributees after first disbursing the costs of these proceedings and of said sale.

2. That in the within account, said trustees are charged with the gross proceeds of sale of said real estate sold in these proceedings, and after allowing all expenses not personal, as per order of this court of July 22nd, 1955, which include the commissions due said trustees and the costs of stating this account, the balance is directed to be distributed to William E. Owens, Robert A. Owens and Emma E. Owens, according to their respective interest in said net proceeds.

Respectfully submitted,

J. THOMAS CLARK
Auditor

August 12, 1955.

Filed Aug. 12, 1955

Cause No. 3915

The proceeds of the sale of land reported in this cause, in account with John Palmer Smith and Vachel A. Downes, Jr., Trustees, appointed by this honorable Court to make the sale herein reported in these proceedings (and vendors of said land).

Cr.

1955
June 21 By gross proceeds of the sale of said land, per report of said vendors, to wit:.....$14200.00

Dr.

To John Palmer Smith and Vachel A. Downes, Jr., trustees (and vendors) for their commissions for making said sale, per order of court.....$613.00

To do., for court costs due in this cause, per statement of the Clerk's exhibited, to wit:

Costs of T. Sorden Pippin, Clerk.....	$63.10	
Costs of Sheriff of Queen Anne Co.....	1.90	
Costs of Richard T. Earle, Examiner....	10.00	
Appearance fee of Howard Wood, 3rd, attorney.....	10.00	
Appearance fee of John Palmer Smith and Vachel A. Downes, Jr., attorneys...	10.00	95.00

To do., for money paid Queen Anne's Record-Observer, per receipts for same exhibited, to wit:

For publishing notice of sale.....	$52.00	
For publishing nisi of sale.....	9.00	61.00

To do., for an amount paid J. Elmer Anthony, auctioneer, for crying said sale, per receipt for the same exhibited, to wit:.....142.00

To do., for an amount paid W.M. Freestate Agency, agent, for the premium on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:..... 60.00

To do., for an amount paid Charles E. Anthony, Sr., Treasurer of Queen Anne's County and collector of taxes, the same being the vendors share of taxes on the real estate sold in this cause, per receipt for the same exhibited, to wit:..... 42.47

J. THOMAS CLARK
Auditor

August 12, 1955.

To do., for costs of advertising the order nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of..... 7.50

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 40.50

To balance for distribution to the distributees according to their respective interests.....13138.53

$14200.00 $14200.00

August 12, 1955.

J. THOMAS CLARK
Auditor

Cr.

By balance carried forward..... $13138.53

Dr.

To William E. Owens, a 3/5 share of the same, or the sum of.....	$7883.11	
To Robert A. Owens, a 1/5 share of the same, or the sum of.....	2627.71	
To Emma E. Owens, a 1/5 share of the same, or the sum of.....	2627.71	
	$13138.53	$13138.53

August 12, 1955

J. THOMAS CLARK
Auditor

Filed Aug. 12, 1955

NISI RATIFICATION OF AUDIT

William E. Owens) IN THE CIRCUIT COURT
)
vs.) FOR QUEEN ANNE'S COUNTY
)
Robert A. Owens and) IN EQUITY
Emma E. Owens)
CAUSE NO. 3915

ORDERED, This 12th. day of August in the year nineteen hundred and fifty five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th. day of September, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 2nd. day of September, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed August 12, 1955

NISI RATIFICATION OF AUDIT

William E. Owens — In the Circuit Court

vs. — for Queen Anne's County

Robert A. Owens
and Emma E. Owens — in Equity

Cause No. 3915

ORDERED, This 12th day of August in the year nineteen hundred and fifty-five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th day of September, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 2nd day of September, 1955, in some newspaper printed and published in Queen Anne's County.

T. Sorden Pippin, Clerk

Filed August 12, 1955
True Copy
Test: T. Sorden Pippin, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Sept. 23, 1955

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 E. Owens Vs. Robert A. Owens and Emma E. Owens 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 2nd day of Sept., 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18 day of August 1955 and the last insertion on the 25 day of August, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Mrs. Ada Lee Mills

Filed Sept. 23, 1955

WILLIAM E. OWENS — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

ROBERT A. OWENS, et. al. — IN EQUITY No. 3915

* *

FINAL RATIFICATION OF AUDIT

ORDERED, this 23rd day of September, 1955, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the <u>that</u> <u>the</u> Report and Account of the Auditor heretofore filed in this Cause be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been given as directed, and John Palmer Smith and Vachel A. Downes, Jr., Trustees, are hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit.

<u>Wm. R. HORNEY</u>
Judge

Filed Sept. 23, 1955

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

C A U S E NO. 3990

THOMAS J. KEATING, JR., Attorney named in Mortgage, Centreville, Maryland.	)	IN THE CIRCUIT COURT FOR
	)	QUEEN ANNE'S COUNTY,
versus	)	IN EQUITY.
ROLAND S. BOONE, Centreville, Maryland, and VERONICA R. BOONE, his wife, Centreville, Maryland. MORTGAGORS	)	Chancery No. 3990

TO; T. Sorden Pippin, Clerk.

YOU will docket suit for foreclosure of two (2) Mortgages from Roland S. Boone and Veronica R. Boone, his wife, to The Centreville National Bank of Maryland, a body corporate, one dated September 24, 1948, recorded in Liber NBW No. 1, folio 562, etc., and the other dated April 15, 1954, recorded in Liber TSP No. 15, folio 288, etc., both Land Record Books for Queen Anne's County, default having occurred in the terms of said Mortgages by non-payment of principal and interest; and you will file in this Cause certified copies of said Mortgages.

THOS. J. KEATING JR.
(Thos. J. Keating,Jr.)
Attorney named in Mortgage

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

THIS IS TO CERTIFY that on this 21st day of April 1955, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Attorney named in Mortgage, and made oath in due form of law that after diligent inquiry it has been found that Roland S. Boone and Veronica R. Boone, his wife, Mortgagors, are not now in the Military Service of the United States, nor have they been in such service within three (3) months prior hereto.

T. SORDEN PIPPIN CLERK

Filed April 21, 1955

::::::::::::::::::::::::::::::::::::
#27,028. 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 September, in the year nineteen hundred and forty eight, the following Mortgage was brought to be recorded, to wit:-

One-Two Dollar Twenty Cent and One-Fifty
Five Cent Recordation Tax Stamps. Endorsed
CNBK. 9/24/48.

This Mortgage, Made this twenty fourth day of September in the year nineteen hundred and forty-eight by ROLAND S. BOONE AND VERONICA R. BOONE, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Roland S. Boone and Veronica R. Boone, his wife, are justly indebted unto The Centreville National Bank of Maryland, a body corporate, in the full and just sum of Two Thousand Five Hundred Dollars ($2500.00) for money this day loaned and advanced unto them and for which said sum they have drawn and passed unto said body corporate their promissory note bearing even date herewith payable three (3) months after date at the banking house of said said body corporate, said loan to bear interest at the rate of five per cent (5%) per annum;

AND, WHEREAS, it was a condition precedent to making the aforesaid loan as represented by the aforesaid promissory note, that the same, together with any and all renewals or part renewals thereof, should be secured by the execution and delivery of this Mortgage;

NOW, therefore, in consideration of the premises and the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, the said Roland S. Boone and Veronica R. Boone, his wife, do hereby grant and convey unto The Centreville National Bank of Maryland, a body corporate, its successirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot of land, with the improvements thereon, formerly called or known as "The Mary Goldsborough Lot" and/or as "The Marie Downes Lot", and more recently known as the "James and Mary Andrews Greenhouse Property", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, at the intersection of the Centreville-Queenstown State Road with the public road leading from said State Road to Brownsville, at "Hibernia", and adjoining the farm called the "Mill Farm" lately purchased by Leon Clark from J. W. Keith; being the same and all of the real estate conveyed to the said Roland S. Boone and Veronica R. Boone, his wife, as tenants by the entireties, by James E. Andrews and Mary E. Andrews, his wife, by Deed dated December 14, 1945, recorded in Liber ASG, Jr., No. 12, folio 416, a Land Record Book for Queen Anne's County, aforesaid, to which said Deed and the references therein contained reference is hereby made for a more particular description of said land.

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

PROVIDED, that if the said Roland S. Boone and Veronica R. Boone, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said The Centreville National Bank of Maryland, a body corporate, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred Dollars ($2500.00), as represented by the aforesaid 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 Roland S. Boone and Veronica R. Boone, his wife, their heirs and assigns, shall possess said property.

AND the said Roland S. Boone and Veronica R. Boone, his wife, their heirs, executors, administrators and assigns, hereby covenant to and with the mortgagee, its successors 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 Centreville National 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 debt and to deliver, upon demand, to the mortgagee, said body corporate, 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 severaly 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 body corporate, its successors or assigns, or Thomas J. Keating, Jr., its and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as 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 Roland S. Boone and Veronica R. Boone, his wife, or the person or persons then entitled to the same.

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

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said The Centreville National Bank of Maryland, a body corporate, its successors or assigns, or Thomas J. Keating, Jr., 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 Roland S. Boone and Veronica R. Boone, his wife, their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS the hand and seals of the Mortgagors the day and year herein first above written.

TEST:

KATHERINE C. O'NEAL
Katherine C. O'Neal

ROLAND S. BOONE (SEAL)
(Roland S. Boone)

VERONICA R. BOONE (SEAL)
(Veronica R. Boone)

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

THIS IS TO CERTIFY that on this 24th day of September 1948, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Roland S. Boone and Veronica R. Boone, his wife, and did each acknowledge the within and aforegoing Mortgage to be their respective act and deed; and at the same time also personally appeared Henry T. Deaver, Assistant Cashier of The Centreville National Bank of Maryland, a body corporate, and made oath in due form of law that the consideration stated in the within and aforegoing Mortgage is true and bona fide as therein set forth;

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. O'NEAL
NOTARY PUBLIC

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber N.B.W. No. 1, folios 562, 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 Twenty-first day of April in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

#34,301

RECEIVED FOR RECORD April 17, 1954

One-One Dollar Ten Cent Recordation
Tax Stamp. Endorsed Cent. Nal. Bank.
4-17-54

THIS MORTGAGE, made this fifteenth day of April in the year 1954, by Roland S. Boone and Veronica R. Boone, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Roland S. Boone and Veronica Boone, his wife, arejustly indebted unto The Centreville National Bank of Maryland, a body corporate, in the full and just sum of Twelve Hundred Fifty Dollars ($1250.00) for money this day loaned and advanced unto them and for which said sum they have drawn and passed unto said body corporate their promissory note bearing even date herewith payable three (3) months after date, said loan to bear interest at the rate of five (5) per cent per annum;

AND, WHEREAS, it was a condition precedent to making the aforesaid loan as represented by the aforesaid promissory note, that the same, together with any and all renewals or part renewals thereof, should be secured by the execution and delivery of this Mortgage which is subject to the priority of another Mortgage to The Centreville National Bank of Maryland, dated September 24, 1948, recorded in Liber N.B.W. No. 1, folio 562, for the sum of Twenty Five Hundred Dollars ($2500.00).

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, the said Roland S. Boone, and Veronica R. Boone, his wife, do 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:

ALL that lot of land, with the improvements thereon, formerly called or known as "The Mary Goldsborough Lot" and/or as "The Maria Downs Lot", and more recently known as the "James and Mary Andrews Greenhouse Property", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, at the intersection of the Centreville-Queenstown State Road with the public road leading from said State Road to Brownsville, at "Hibernia", and adjoining the farm called the "Mill Farm" of Leon Clark; being the same and all of the real estate conveyed to the said Roland S. Boone, by James E. Andrews and Mary E. Andrews, his wife, by Deed dated December 14, 1945, recorded in Liber A.S.G. Jr., No. 12, folio 416, 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 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 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 Roland S. Boone and Veronica R. Boone, his wife, their heirs, executors or assigns, shall well and truly pay to the said The Centreville National Bank of Maryland, a body corporate, its successors, or assigns, the aforesaid sum of Twelve Hundred Fifty Dollars ($1250.00) together with any and all interest to accrue thereon as represented by the aforesaid promissory note together with 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 the premises the said Roland S. Boone and Veronica R. Boone, his wife, their heirs and assigns, shall possess said property.

AND the said Roland S. Boone and Veronica R. Boone, his wife, their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed,

all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said The Centreville National 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 Centreville National Bank of Maryland, a body corporate, its successors, or assigns, or Thomas J. Keating, Jr., of Queen Anne's County, State of Maryland, its 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 date 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 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 Roland S. Boone and Veronica R. Boone, his wife, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted the said The Centreville National Bank of Maryland, a body corporate, its successors, or assigns, or the said Thomas J. Keating, Jr., their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Roland S. Boone and Veronica R. Boone, his wife, their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS our hands and seals the day and year herein first above written.

WITNESS:

KATHERINE C. O'NEAL
Katherine C. O'Neal

KATHERINE C. O'NEAL
Katherine C. O'Neal

ROLAND S. BOONE (SEAL)
(Roland S. Boone)

VERONICA R. BOONE (SEAL)
(Veronica R. Boone)

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

THIS IS TO CERTIFY that on this 15-day of April 1954, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Roland S. Boone and Veronica R. Boone, his wife, and did acknowledge the within and aforegoing Mortgage to be their respective act and deed; and at the same time also personally appeared W. Layton Holton Asst. 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.

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. O'NEAL
Notary Public
Katherine C. O'Neal

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 5, folios 288 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 Twenty-first day of April in the year nineteen hundred and fifty five.

Clerk

Certified Copy of Bond
Filed April,28, 1955

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty eighth day of April in the year nineteen hundred and fifty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas J. Keating, Jr., of Queen Anne's County, Maryland, as Principal, and Fidelity and Deposit Company of Maryland, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Dollars ($4,000.00) current money to be paid to the State of Maryland, or its certain Attorney, to which payment well and truly to be made and done we hereby bind ourselves, our and each of our heirs, administrators, executors, and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of April, 1955.

WHEREAS, the said Thomas J. Keating, Jr., as the Attorney named in two Mortgages from Roland S. Boone and Veronica R. Boone, his wife, to The Centreville National Bank of Maryland, one dated September 24, 1948, recorded in Liber NBW No. 1, folio 562, and the other dated April 15, 1954, recorded in Liber TSP No. 15, folio 288, Land Record Books for Queen Anne's County, Maryland, is about to make sale of the real estate described in said Mortgages under the power of Sale contained therein, default having occured in the terms of said Mortgages, and has docketed suit in the Circuit Court for Queen Anne's County, in Equity, for foreclosure, as will appear by reference to the proceedings in said Court entitled "Thomas J. Keating, Jr., Attorney named in Mortgage, versus Roland S. Boone and Veronica R. Boone, his wife, Mortgagors" and numbered 3990 on the Chancery Docket of said Court.

NOW the condition of the above obligation is such that if the above bounden, Thomas J. Keating, Jr., do, and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the Mortgaged premises or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BETTY ANN BROWN
Betty Ann Brown

C. BERG
C. Berg As to surety

THOS. J. KEATING, JR. (SEAL)
(Thomas J. Keating, Jr.)

Fidelity and Deposit Company of
Maryland, a body corporate, by

WESLEY C. BROOKS
Wesley C. Brooks Attorney-in-fact
Corporate Seal

And at the foot of the aforegoing is the following endorsement, to wit:

Security approved & Bond filed April 28, 1955

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney is attached hereto.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folios 66 etc., 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 this Twenty eighth day of April in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE
May 25, 1955

THOMAS J. KEATING, JR., Attorney named in Mortgage, Centreville, Maryland,	)	IN THE CIRCUIT COURT FOR
	)	QUEEN ANNE'S COUNTY,
vs.	)	IN EQUITY.
ROLAND S. BOONE, Centreville, Maryland, and VERONICA R. BOONE, His wife, Centreville, Maryland MORTGAGORS.	)	Chancery No. 3990

REPORT OF SALE

TO THE HONORABLE, the Judges of said Court:

THE REPORT OF SALE of real estate made by Thomas J. Keating, Jr., Attorney named in Mortgage, respectfully sets forth:

THAT, default having occurred in the terms of two (2) Mortgages from Roland S. Boone and Veronica R. Boone, his wife, to The Centreville National Bank of Maryland,

a body corporate, dated respectively September 24, 1948, and April 15, 1954, and recorded respectively in Liber NBW #1, folio 562, and TSP No. 15, folio 288, Land Record Books for Queen Anne's County, the undersigned Attorney named in said Mortgages, after docketing suit for foreclosure, and after advertising the mortgaged real estate for sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of four (4) successive weeks before May 24, 1955, in accordance with the Certificate of Advertisement attached hereto and made a part hereof, and after filing in this Cause his Bond to the State of Maryland with surety approved by the Clerk of this Honorable Court, did attend in front of the Courthouse door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 24, 1955, at 2 o'clock P.M., and after reading the attached advertisement and having the Auctioneer cry the sale for a considerable length of time, did sell said real estate unto Charles E. Boone and Robert J. Boone, as tenants in common, at and for the sum of Five Thousand Dollars ($5,000.00) said real estate being described as follows:

ALL that lot of land, with the improvements thereon, formerly called or known as "The Mary Goldsborough Lot" and/or as "The Maria Downes Lot", and more recently known as the "James and Mary Andrews Greenhouse Property", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, at the intersection of the Centreville-Queenstown State Road with the public road leading from said State Road to Brownsville, at "Hibernia", and adjoining the farm called the "Mill Farm" lately purchased by Leon Clark from J.W. Keith;

The Purchasers have given checks to your Attorney in the total sum of One Thousand Sixty-six Dollars and Sixty-seven Cents ($1666.67), and it is believed that they will comply with the other terms of sale upon ratification of the sale by the Court.

THE Report states the amount of sales to be Five Thousand Dollars ($5,000.00).

Respectfully submitted,

THOS. J. KEATING, JR.
(Thomas J. Keating, Jr.)
ATTORNEY NAMED IN MORTGAGE

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

THIS IS TO CERTIFY, that on this 25 day of May 1955, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Attorney named in Mortgage, and did make oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale of Real Estate are true to the best of his knowledge and belief and that the sale was fairly made;

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year herein last above written.

T. SORDEN PIPPIN
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

Filed May 25, 1955

MORTGAGE SALE OF HOUSE AND LOT

UNDER and by virtue of the Power of Sale contained in two (2) Mortgages from Roland S. Boone and Veronica R. Boone, his wife, to The Centreville National Bank of Maryland, a body corporate, one dated September 24, 1948, recorded in Liber NBW No. 1, folio 562, and the other dated April 15, 1954, recorded in Liber TSP. No. 15, folio 288, both Land Record Books for Queen Anne's County, Maryland, default having occurred in the terms of said Mortgages, and Suit having been docketed in the Circuit Court for Queen Anne's County, in Equity, for foreclosure, the undersigned Attorney named therein will offer at public sale to the highest bidder, on TUESDAY, MAY 24, 1955 at 2 o'clock P.M., (DST) in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, the mortgaged real estate described as follows:

ALL that lot of land, with the improvements thereon, formerly called or known as "The Mary Goldsborough Lot" and/or as "The Maria Downes Lot", and more recently known as the "James and Mary Andrews Greenhouse Property", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, at the intersection of the Centreville-Queenstown State Road with the public road leading from said State Road to Brownsville, at "Hibernia", and adjoining the farm called the "Mill Farm" lately purchased by Leon Clark from J.W. Keith.

TERMS OF SALE: 1/3 of the purchase money to be paid in cash on the day of sale and the balance thereof in cash, or by certified check upon ratification of the sale by the Court. Taxes to be adjusted as of date of settlement and possession to be given at time of settlement. Title papers and Revenue Stamps to be at the purchaser's expense.

THOMAS J. KEATING, Jr.
Attorney named in Mortgage

J. Elmer Anthony, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 24, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Mortgage Sale of House and lot in the case/estate of Thomas J. Keating, Jr., vs. Roland S. Boone and Veronica R. Boone, 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 4 successive

weeks before the 24th day of May, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28th day of April 1955, and the last insertion on the 19th day of May, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed May 25, 1955

NISI

Thomas J. Keating, Jr.,
Attorney named in Mortgage,
Centreville, Maryland,

VS.

Roland S. Boone,
Centreville, Maryland, and
Veronica R. Boone, his wife,
Centreville, Maryland,
Mortgagors.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 3990

ORDERED, this 25th. day of May, 1955, that the sale of real estate made and reported in this cause by Thos. J. Keating, Jr., Attorney named in Mortgage, be ratified and confirmed, on or after the 24th. day of June next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 2nd. day of June 1955, and ending on the 16th. day of June 1955.

The report states the amount of sales to be $5,000.00.

T. SORDEN PIPPIN Clerk

Filed: May 25, 1955.

THOMAS J. KEATING, JR.,
Attorney named in Mortgages,

VS.

ROLAND S. BOONE And
VERONICA R. BOONE, his wife,

IN THE CIRCUIT COURT FOR QUEEN

ANNE'S COUNTY, IN EQUITY.

Cause No. 3990.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of SEABOARD FINANCE COMPANY OF MARYLAND, INC., to your Honors respectfully shows:

1. That your petitioner is a junior lienor to the morrgages foreclosed herein, having obtained a judgment against the said Roland S. Boone in the Circuit Court for Queen Anne's County on March 12th., 1955, in the sum of $254.78, costs with interest from said date, being no. 844 in said Court, none of which principal indebtedness, interest nor costs have been paid, a certified copy of which judgment is attached hereto and made a part hereof.

2. That your petitioner is advised that after the payment of said mortgages, interest, costs, trustee's commission and all expenses incident to said sale, that there will be a surplus proceeds from said sale out of which your petitions is entitled to have his claim paid and all proper costs incident to the collection of same.

TO THE END:

1st. That this Honorable Court pass an order directing that said surplus proceeds of sale be applied to the satisfaction of your petitioner's claim.

2nd. That your petitioner may have such other and further relief as may be right and proper in the premises.

Respectfully submitted.

SEABOARD FINANCE COMPANY OF MARYLAND, INC.

By DONALD L. MEREDITH

PRESTON P. HECK
Preston P. Heck

RICHARD T. EARLE
Richard T. Earle, Attys. for Petitioner.

STATE OF MARYLAND, KENT COUNTY, to wit;

I hereby certify that on this 9th day of June, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for Kent County personally appeared Donald L. Meredith, Manager of Seaboard Finance Company of Maryland, Inc., a body corporate, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his know-

ledge and belief.

Filed June 11, 1955

ESTHER L. COHEY
Notary Public

Notary Public Seal.

ORDER OF COURT

Upon the aforegoing petition, exhibit and affidavit, it is ORDRED this 14th day of June, 1955, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, as follows:
1st. That the papers in this Cause be and they are hereby referred to the regular Auditor of this Court, and said Auditor be and he is hereby directed to give notice by publication to be inserted once a week for four successive weeks in some newspaper printed and published in Queen Anne's County, to all judgment creditors, lienors and assignees and to all persons claiming an interest in the equity of redemption of the land sold in this caue or in the surplus proceeds of the mortgage sale in this cause to file their claims with him, with proper vouchers attached thereto or or before sixty days from the first publication of said notice.
2nd. That the said Auditor is hereby authorized to take such testimony as he may find necesary to establish any claim filed with him.
3rd. That the said auditor is further directed to state and return to this Court, his Report and Account distributing the proceeds of sale made in this cause (after the payment to the mortgagee or his assignee of his claim, and all expenses, not personal, including usual commissions) to the claimants filing claims under said notice according to their priority, and the balance, if any, to the mortgagors.

Wm. R. HORNEY
Judge

Filed June 14, 1955

P.P.H. SEABOARD FINANCE COMPANY OF MARYLAND, INCORPORATED
Chestertown, Maryland

844 Clerk $5.00
Shff. .95
Appr. 5.00

ROLAND S. BOONE
Centreville, Maryland

Filed Jan. 3, 1955. Declaration, Statement of Account, Copy of Note, Affidavit, Plaintiff's Motion for Summary Judgment and Notice to Defendants.
Jan. 3, 1955. Summons issued for defendant.
Filed Jan. 11, 1955. Summons ret'd summoned.
Filed March 12, 1955. Original Note.
March 12, 1955. Plaintiff's motion for summary judgment granted and summary judgment entered as prayed.
March 12, 1955. Summary judgment extended in favor of Seaboard Finance Company of Maryland, Incorporated, against Roland S. Boone for the sum of Two Hundred Fifty Four Dollars and Seventy Eight Cents ($254.78) damages assessed by the Court and costs of suit.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the aforegoing is truly taken and copied from the original docket entries in the above entitled case.

Clerk's Seal.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 13th. day of June, in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

NISI

Thomas J. Keating, Jr.
Attorney named in Mortgage
Centreville, Maryland

vs.

Roland S. Boone
Centreville, Maryland, and
Veronica R. Boone, his wife
Centreville, Maryland
Mortgagors

In the Circuit Court for
Queen Anne's County
in Equity
No. 3990

ORDERED, this 25th day of May, 1955, that the sale of real estate made and reported in this cause by Thos. J. Keating, Jr., Attorney named in Mortgage, be ratified and confirmed, on or after the 24th day of June, next unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 2nd day of June, 1955, and ending on the 16th day of June, 1955.

The report states the amount of sales to be $5,000.00.

Filed: May 25, 1955.

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 23, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of Thomas J. Keating, Jr., etc., vs. Roland S. Boone 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 24th day of June, 1955 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER wason the 2nd day of June 1955, and the last insertion on the 16th day of June, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed June 24, 1955

STATEMENT OF MORTGAGE DEBT
Filed June 28, 1955

THOMAS J. KEATING, JR., Attorney named in Mortgage, Centreville, Maryland	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
ROLAND S. BOONE and VERONICA R. BOONE, his wife, Centreville, Maryland. MORTGAGORS.	:	Chancery No. 3990

STATEMENT OF MORTGAGE DEBT

Principal amount of balance due on renewal note secured by Mortgage of September 24, 1948	$2,075.00
Interest thereon from October 27, 1954 to May 24, 1955, at 5%	60.48
Principal amount of renewal note secured by Second Mortgage dated April 15, 1954	1,250.00
Interest thereon from October 15, 1954 to May 24, 1955, at 5%	38.17
State and County taxes for year 1954 paid by Mortgagee	39.27
Fire insurance premium paid J. Howard Anthony, Insurance Agent, by Mortgagee for Mortgagors account	52.00
	$3,514.92
	$3,514.92

The Centreville National Bank of Maryland, by

A. SYDNEY GADD JR.
(A. Sydney Gadd,Jr.)
CASHIER

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

THIS IS TO CERTIFY that on this 24th day of June 1955, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared A. Sydney Gadd, Jr., Cashier of The Centreville National Bank of Maryland, Mortgagee, and made oath in due form of law that the aforegoing Statement of Mortgage Debt is true and bona fide as therein set forth.

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. O'NEAL
NOTARY PUBLIC

Filed June 28, 1955

PETITION
Filed June 28, 1955

THOMAS J. KEATING, JR., Attorney named in Mortgage, Centreville, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
ROLAND S. BOONE and VERONICA R. BOONE, his wife, Centreville, Maryland, MORTGAGORS.	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles E. Boone and Clara E. Boone, his wife, and Robert J. Boone, Purchasers of the real estate sold in this cause respectfully set forth:

1. THAT As will appear by reference to the Report of Sale filed in this cause, your Petitioners Charles E. Boone and Robert J. Boone, as tenants in common, purchased the aforesaid real estate at public auction for the sum of $5,000.00,

2. THAT your Petitioners have agreed between themselves that Charles E. Boone and Clara E. Boone, as tenants by the entireties, should become the Purchasers of said real estate and will comply with the terms of sale upon ratification thereof by this Honorable Court, and the said Charles E. Boone has refunded unto the said Robert J. Boone the latter's portion of the purchase money that was originally tendered to the Attorney- Seller.

3. THAT the said Robert J. Boone does not desire to take title to the property in any respect.

WHEREFORE, your Petitioners pray your Honors to pass an Order substituting the said Charles E. Boone and Clara E. Boone, his wife, as tenants by the entireties, in the place and stead of Charles E. Boone and Robert J. Boone as Purchasers aforesaid.

Respectfully submitted,

CHARLES E. BOONE
(Charles E. Boone

CLARA E. BOONE
(Clara E. Boone)

ROBERT J. BOONE
(Robert J. Boone)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, Attorney named in Mortgage, Plaintiff, hereby assents to the passing of the Order prayed for in the aforegoing Petition.

THOS. J. KEATING JR.
(Thomas J. Keating, Jr.)
ATTORNEY NAMED IN MORTGAGE

Filed June 28, 1955

THOMAS J. KEATING, JR., Attorney named in Mortgage, Centreville, Maryland.	)	IN THE CIRCUIT COURT
	)	
VS.	)	FOR
ROLAND S. BOONE and VERONICA R. BOONE, HIS wife, Centreville, Maryland, Mortgagors	)	QUEEN ANNE'S COUNTY.
	)	

ORDER OF COURT

UPON THE AFOREGOING PETITION and CONSENT, IT IS, by the Circuit Court for Queen Anne's County, in Equity, ORDERED this 1st day of July, 1955, that Charles E. Boone and Clara E. Boone, his wife, as tenants by the entireties, be and they are hereby substituted as purchasers of the real estate in the place and stead of Charles E. Boone and Robert J. Boone, as tenants in common.

Wm. R. HORNEY
JUDGE

Filed July 1, 1955

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 1st day of July 1955, that the sale of the real estate made and reported in this cause by Thomas J. Keating, Jr., Attorney named in Mortgage, be, and the same is hereby, finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as required by the preceding Order Nisi; and the Attorney named in the Mortgage is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the Auditor; and the Attorney

named in Mortgage shall file an additional bond in the penalty of $1000.00 before receiving the balance of the purchase money.

Wm. R. HORNEY
JUDGE

Filed July 1, 1955

Certified Copy of Bond
Filed July 8, 1955

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighth day of July in the year nineteen hundred and fifty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas J. Keating, Jr., of Queen Anne's County, Maryland, as Principal, and Fidelity and Deposit Company of Maryland, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ($1000.00), to the payment of which sum well and truly to be made and done we hereby bind ourselves, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents; sealed with our seals and dated this 7th day of July in the year 1955.

WHEREAS, the above bounden Thomas J. Keating, Jr., as the Attorney named in two Mortgages from Roland S. Boone and Veronica R. Boone, his wife, to The Centreville National Bank of Maryland, a body corporate, dated respectively September 24, 1948, and April 15, 1954, and recorded respectively in Liber NBW #1, folio 562, and TSP No. 15, folio 288, Land Record Books for Queen Anne's County, Maryland, has made sale of the Mortgaged property and has been ordered to file an additional Bond by an Order passed by the Circuit Court for Queen Anne's County, in Equity, on the 1st day of July, 1955, in a Cause entitled "Thomas J. Keating, Jr., Attorney named in Mortgage, versus Roland S. Boone and Veronica R. Boone, his wife, Mortgagors", and numbered 3990 on the Chancery Docket of said Court.

NOW the condition of the above obligation is such that if the above bounden, Thomas J. Keating, Jr., do, and shall well and faithfully, abide by and fullfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the mortgaged premises or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

THOS. J. KEATING, JR. (SEAL)
(Thomas J. Keating, Jr.)

MARY KER KEATING

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND, a body corporate,
by

AS TO SURETY:

P. HAILEY
P. Hailey

E. V. SHOCKLEY
E. V. Shockley Attorney-in-fact
Corporate Seal

And at the foot of the aforegoing is the following endorsement, to wit:

Security approved and Bond filed July 8, 1955

T. SORDEN PIPPIN Clerk

Certified Copy of Power of Attorney is attached hereto.

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

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 96, a Bond Record Book for Queen Anne's County.

Clerk's Seal.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Eighth day of July in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

Petition for Fee
Filed Aug. 5, 1955

THOMAS J. KEATING, JR.,
Attorney named in Mortgage,
Centreville, Maryland,

VS.

ROLAND S. BOONE and
VERONICA R. BOONE, his wife,
Centreville, Maryland.
Mortgagors.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

Chancery No. 3990.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Preston P. Heck and Richard T. Earle, Attorneys, to your Honors respectfully shows:

That the sale made and report in this cause was in the sum of $5,000.00; and that the statement of the mortgage indebtedness filed herein shows that there was due and owe̲ing under the mortgages filed herein the sum of $3,514.92.

That your petitioners filed a petition as attorneys for Seaboard Finance Corporation of Maryland, Inc., seeking to have said surplus proceeds of mortgage sale distributed to all creditors of the said mortgagors having a right to any part of the equity of redemption in said land or any right in said surplus according to their legal priority.

That your petitioners are advise that they have a right to a legal fee for services so rendered, and we suggest the sum of $87.50.

Wherefore your petitioners pray this Honorable Court to pass an order on this petition allowed your petitioners such a fee for their services as may be right and proper in the premises.

Respectfully submitted.

PRESTON P. HECK

RICHARD T. EARLE

ORDER OF COURT

The aforegoing petition having been read and considered, IT IS THEREUPON this 5th day of August, 1955, ORDERED by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, that Preston P. Heck and Richard T. Earle be allowed a fee of $87.50 for services so rendered.

Wm. R. HORNEY
Judge

NOTICE TO CREDITORS

Acting under the order of the Circuit Court for Queen Anne's County, in Equity, passed on June 14, 1955, in the mortgage foreclosure proceeding entitled "Thomas J. Keating, Jr., Attorney named in Mortgage vs. Roland S. Boone and Veronica R. Boone, his wife, Mortgagors", being Cause No.3990 on the Chancery Docket of said Court, I hereby give notice to all judgment creditors, lienors, assignees and persons claiming an interest in the equity of redemption of the above named Roland S. Boone, to file their claims, with vouchers thereof, with me on or before the 17th day of August, 1955, for the purpose of establishing their right to participate in the distribution of the surplus proceeds of sale of the land which has been sold in this cause.

J. THOMAS CLARK, Auditor

NOTICE TO CREDITORS

Acting under the order of the Circuit Court for Queen Anne's County, in Equity, passed on June 14, 1955, in the mortgage foreclosure proceeding entitled "Thomas J. Keating, Jr., Attorney named in Mortgage, vs. Roland S. Boone and Veronica R. Boone, his wife, Mortgagors", being Cause No. 3990 on the Chancery Docket of said Court,I hereby give notice to all judgment creditors, lienors, assignees and persons claiming an interest in the equity of redemption of the above named Roland S. Boone, to file their claims, with vouchers thereof, with me on or before the 17th day of August, 1955, for the purpose of establishing their right to participate in the distribution of the surplus proceeds of sale of the land which has been sold in this cause.

J. THOMAS CLARK, Auditor

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 9, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to Creditors in the case of Thomas J. Keating, Jr., vs. Roland S. Boone, 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 in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 17th day of August, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 16th day of June 1955, and the last insertion on the 7th day of July, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Aug. 10, 1955

AMENDED STATEMENT OF MORTGAGE DEBT

THOMAS J. KEATING, JR., Attorney named in Mortgage, Centreville, Maryland	)	IN THE CIRCUIT COURT FOR
	)	QUEEN ANNE'S COUNTY,
versus	)	IN EQUITY.
ROLAND S. BOONE and VERONICA R. BOONE, his wife, Centreville, Maryland, MORTGAGORS	)	Chancery No. 3990
	)	

AMENDED STATEMENT OF MORTGAGE DEBT

Principal amount of balance due on renewal Note secured by Mortgage of September 24, 1948	$2,075.00
Interest thereon from October 27, 1954, to May 24, 1955, at 5%	60.48
Principal amount of renewal Note secured by Second Mortgage dated April 15, 1954	1,250.00
Interest thereon from October 15, 1954, to May 24, 1955, at 5%	38.17
State and County Taxes for year 1954 paid by Mortgagee	39.27
Fire Insurance premium paid J. Howard Anthony, Insurance Agent, by Mortgagee for Mortgagors' account	52.00
TOTAL	$3,514.92
Collection fee at 5% for collection	175.74
	$3,690.66

THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, by
Corporate Seal

A. SYDNEY GADD JR.
(A. Sydney Gadd,Jr.) CASHIER

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

THIS IS TO CERTIFY that on this 25- day of August 1955, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared A. Sydney Gadd, Jr., Cashier of The Centreville National Bank of Maryland, a body corporate, Mortgagee, and made oath in due form of law that the aforegoing Amended Statement of Mortgage Debt is true and bona fide as therein set forth;

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal affixed the day and year herein last above written.

Notary
Public
Seal.

KATHERINE C. O'NEAL
NOTARY PUBLIC

Filed Aug. 24, 1955

Audit
Filed Aug. 26, 1955

Thomas J. Keating, Jr.,
Attorney named in Mortgage

vs.

Roland S. Boone, et al

In The Circuit Court For
Queen Anne's County In
Equity No. 3990

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of Thomas J. Keating, Jr., Attorney named in Mortgage (and vendor) in this foreclosure proceedings; wherein it appears that the proceeds of sale were more than sufficient to pay the costs of the same.

2. Thereafter, a petition in the nature of a creditor's bill was filed on behalf of the Seaboard Finance Company of Maryland, Inc., one of the judgment creditors of Foland S. Boone, one of the mortgagors in these proceedings. Although the funds were more than sufficient to pay off the two mortgages foreclosed in this cause, they were insufficient to pay off either all of the creditors or the judgment creditors.

3. Notice to creditors was duly published by the undersigned as per order of this Court as stated in the within account, and throughout the said vendor was allowed all costs, as well as his commissions, which were not personal, as well as any other costs so ordered by this Court.

4. In the judgments of Calvin R. Whiteley, etc., and the judgment of W.M. Freestate Agency, in addition to the costs of obtaining judgment, were allowed as well as a "Fi Fa" issued on each judgment, but in both cases no other costs were allowed since the return showed that only personal property was attached and not the real estate foreclosed in these proceedings.

5. A copy of the original deed of conveyance to Roland Boone is attached hereto as an exhibit and marked "No. 1" since one of the mortgages foreclosed in these proceedings recites that the real estate foreclosed herein was conveyed to Boone and his wife by deed, and other recites that the same was conveyed only to Boone himself -- the same being filed herewith to show the rights of the claims of creditors to the sums they are allowed in this audit.

6. All claims were allowed according to their priority, and in the present instance only a part of the judgment creditors cliams were so allowed according to the date of recordation of judgment, and in the case of the last judgment or part of the same so allowed, the court costs were allowed first, then the balance on the judgment and interest as a partial payment of the same being so allowed.

7. Interest on all judgments was allowed only to the date of sale, since the same was not a credit one.

Respectfully submitted,

J. THOMAS CLARK

August 26, 1955

Filed Aug. 26, 1955

Cause No. 3990

The proceeds of the sale of land reported in this cause, in account with Thomas J. Keating, Jr., Attorney named in Mortgage, of the mortgages foreclosed in these proceedings (and vendor of said land)

Cr.

1955
May 24 By gross proceeds of the sale of said land, per report of said vendor, to wit:.....$5000.00

Dr.

To Thomas J. Keating, Jr., Attorney named in the Mortgage(and vendor) per terms of the mortgages, his commissions for making the sale, the sum of.....$245.00

To do., for court costs of this cause, per clerk's receipt for the same exhibited, to wit:
Costs of T. Sorden Pippin, Clerk...$54.00
Appearnce fee of Thomas J. Keating, Jr., Attorney..... 10.00 64.00

To do., for an amount paid J. Elmer Anthony, auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:.....50.00

To do., for an amount paid Thos. J. Keating, Agent, for the premises on the corporate surety bond and additional bond filed in this cause, per his receipts for the same exhibited, to wit:.....20.00

To do., for an amount paid Charles E. Anthony, Sr., Treasurer, for the vendor's share of state and county taxes due on the real estate sold in this cause for the year 1955, per his receipt for the same exhibited, to wit:..... 21.70

To do., for amount paid the Queen Anne's Record-Observer, per their receipts for the same exhibited, to wit:
To costs of advertising sale,.....$36.00
To costs of publishing nisi of sale 9.00 45.00

To do., for costs of publishing the order nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of..... 7.50

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 36.00

August 26, 1955

J. THOMAS CLARK
Auditor

To Thomas J. Keating, Jr., Attorney named in Mortgage, in full of the two mortgages' debts and notes secured thereby, together with interest, insurance premiums, taxes and costs of collection thereof in accordance with the terms of the two mortgages, per statement and amended stated statement of debt filed in this cause, to wit:..... 3690.66

To balance carried forward prior to allowance of additional costs and any claims of creditors of Roland S. Boone, to wit:.....820.14

$5000.00 $5000.00

Cr.

By balance carried forward prior to allowance of additional costs and any claims of creditors of Roland S. Boone, the sum of..... $820.14

Dr.

To Thomas J. Keating, Jr., Attorney named in Mortgage, for additional Court costs because of petition in nature of creditor's bill filed in this cause, per statement of T. Sorden Pippin, Clerk, exhibited, to wit:.....$7.50

To do., for an amount due Preston P. Heck and Richard T. Earle, Attorneys, for legal services rendered in this cause, per order of Court dated August 5, 1955, to wit:.....87.50

To do., for an amount due the Queen Anne's Record-Observer for publishing the notice to creditors published in this cause by order of Court dated June 14, 155, per its statement exhibited, to wit:.....10.50

To balance carried forward for distribution to creditors of Roland S. Boone, according to their priority, the sum of.....714.64

$820.14 $820.14

J. THOMAS CLARK
Auditor

August 26, 1955

Cr.

By balance carried forward for distribution to creditors of Roland S. Boone according to their priority, the sum of..... $714.64

Dr.

To Carlton R. Whitely, trading as Easton Candy Company, on his judgment entered in this Court on September 8, 1954, to wit:
Amount of judgment.....$181.62
Interest on judgment from 8/26/1954 to 5/24/1955..... 9.08
Court costs of same..... 8.00 $198.70

To W.M. Freestate Agency, on his judgment entered September 20, 1954, to wit:
Amount of judgment.....$76.50
Interest on judgment from 9/16/1954 to 5/24/1955..... 3.06
Court costs of same..... 8.00 87.56

To Seney Oil Company, a body corporate, on its judgment of $409.76 entered on 10/23/1954, with attorney's commissions of $20.49, and costs of suit of $12.20, the balance of the surplus of the proceeds in this cause are allowed as follows, to wit:
Court costs of same.....$12.20
Judgment of $409.76 and interest from 10/23/54 to 5/24/55 in sum of $14.31, the sum of, as a partial payment on the same..... 416.19 428.38

$714.64 $714.64

August 26, 1955

J. THOMAS CLARK
Auditor

Filed Aug. 26, 1955

Exhibit 1 to Auditor's Report
Filed Aug. 26, 1955

::::::::::::::::::::::::::::::::::::
#23,656. Q U E E N A N N E' S C O U N T Y, TO WIT:
BE it remembered that on the Fifteenth day of December, in the year nineteen hundred and forty five, the following Deed was brought to be recorded, to wit:-

One-Five Dollar and One-Fifty
Cent Int. Rev. Stamps. Endorsed
12/15/45 T.J.K. Jr.

One-Five Dollar Recordation Tax
Stamp. Endorsed 12/15/45 T.J.K.Jr.

THIS DEED, made this 14th. day of December 1945, by James E. Andrews and Mary E. Andrews, his wife, of Queen Anne's County, in the State of Maryland, witnesseth:

THAT for and in consideration of the sum of Five Thousand Dollars ($5,000.00), receipt of which is hereby acknowledged, the said James E. Andrews and Mary E. Andrews, his wife, do hereby grant and convey unto Roland Boone, of Queen Anne's County, Maryland, his heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot of land, with the improvements thereon, formerly called or known as "The Mary Goldsborough Lot" and/or as "The Maria Downes Lot", and more recently known as the "James and Mary Andrews Greenhouse Property", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, at the intersection of the Centreville-Queenstown State Road with the public road leading from said State Road to Brownsville, at "Hibernia", and adjoining the farm called "Mill Farm" lately purchased by J. W. Keith from J. Elmer Anthony; being the same and all of the real estate conveyed to the said James E. Andrews and Mary E. Andrews his wife, as tenants by the entireties, by William Downes and others, by deed dated September 13, 1935, recorded in Liber W.H.C. No. 1A, folio 560, etc., a Land Record Book for Queen Anne's County aforesaid, to which said deed, and the references therein contained, reference is hereby made for a more particular description of said land.

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

AND the said James E. Andrews and Mary E.Andrews, his wife, do hereby covenant and agree that they will not erect any hothouse or engage in the hothouse business within a distance of twenty five miles of Centreville, Maryland, for a period of five years from the date hereof.

AND the said James E. Andrews and Mary E. Andrews, his wife, do further covenant to warrant specially the title to the aforesaid real estate and that they will execute such other and further assurances thereof as may be requisite or necessary.

WITNESS our hands and seals the day and year herein first above written.

TEST:

PAUL B. SMITH
Paul B. Smith

PAUL B. SMITH
Paul B. Smith

JAMES E. ANDREWS (SEAL)
James E. Andrews

MARY E. ANDREWS (SEAL)
Mary E. Andrews

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

I HEREBY CERTIFY that on this 14th. day of December, 1945, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James E. Andrews and Mary E. Andrews, his wife, and did each acknowledge the aforegoing DEED to be their respective act.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my Notarial Seal, the day any year last above written.

Notary
Public
Seal.

PAUL B. SMITH
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 aforegoing was truly taken and copied from Liber A.S.G.Jr. No. 12, folios 416 etc., a Land Record Book for Queen Anne's County.

Clerk's Seal.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Twenty-fifth day of August in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

Filed Aug. 26, 1955

NISI RATICATION OF AUDIT

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr., Attorney named in Mortgage	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
vs.	)	IN EQUITY
Roland S. Boone and Veronica R. Boone, his wife.	)	Cause No. 3990

ORDERED, This 26th day of August in the year nineteen hundred and fifty five that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of September, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of September, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed Aug. 26, 1955

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr., Attorney named in Mortgage	In the Circuit Court for
	Queen Anne's County
vs.	in Equity
Roland S. Boone and Veronica R. Boone, his wife	Cause No. 3990

ORDERED, This 26th day of August in the year nineteen hundred and fifty five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of September, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 16th day of September, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed Aug. 26, 1955
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD OBSERVER

Centreville, Md., October 5, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of Thomas J. Keating, Jr., attorney named in Mortgage vs. Roland S. Boone and Veronica R. Boone, his wife, Chancery No. 3990 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 September, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 1st day of September 1955, and the last insertion on the 8th day of September, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Oct. 5, 1955

FINAL ORDER OF RATIFICATION

ORDERED this 5th day of October 1955, by the Circuit Court for Queen Anne's County, in Equity, that the aforegoing Report and Account of J. Thomas Clark, Auditor, be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although notice appears to have been given as required by the preceding Order Nisi; and the Attorney named in Mortgage is directed to apply the proceeds of sale accordingly with a due proportion of interest as the same has been or may be received.

Wm. R. HORNEY
JUDGE

Filed Oct. 5, 1955

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QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twelfth day of March in the year nineteen hundred and fifty-four, the following Bill of Complaint was filed for record, to wit:

CAUSE NO. 3914

ELEANOR M. PARKINSON, 306 Montclair Avenue, Newark, New Jersey, Complainant, vs. PHILIP P. PARKINSON and JEAN S. MATTHEWS (Also known as Jean S. Nolan,), both of Barclay, Maryland, Respondents.	⁜ ⁜ ⁜ ⁜ ⁜ ⁜ ⁜ ⁜ ⁜ ⁜ ⁜ ⁜	In the Circuit Court for Queen Anne's County in Equity. Cause No. 3914

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Bill of Complaint, of Eleanor M. Parkinson, unto your Honors respectfully shows:

1. That your oratrix was married to the respondent, Philip P. Parkinson, on the 5th day of January, 1926, at Newark, New Jersey, in accordance with the laws of the State of New Jersey.

2. That your oratrix and the respondent, Philip P. Parkinson, resided together from the time of their marriage until January 1, 1952, in apparent harmony; and that for over 5 years prior to and including January 1, 1952, your oratrix and her said husband so resided together and were domiciled in Essex County, State of New Jersey.

3. That there was born unto your oratrix and the said Philip P. Parkinson one child, Herbert S. Parkinson, who is now 27 years old and who is capable of, and is supporting himself, and who is living apart from your oratrix and from the respondent.

4. That, although your oratrix' conduct toward her husband ever since said marriage has always been kind, affectionate and above reproach, her husband, the said respondent, Philip P. Parkinson, did without just cause or reason, on January 1, 1952, abandon and desert your oratrix with the intent of terminating their marital relations, leaving your oratrix without sufficient funds for her support (and has thereafter evidenced his continued intention to terminate said marital relation, by never having returned to see her, by failing to provide her with any support and maintenance, by attempting to strip himself of his property in fraud of her marital rights, by removing his domicile to the State of Maryland without informing her of his new residence, by going to the State of Nevada for the sole purpose of securing a divorce, by fraudulently securing a Nevada decree of divorce from your oratrix, by thereupon applying for a license in the State of Nevada to marry the respondent Jean S. Matthews, and by living thereafter in adultery with said Jean S. Matthews, also known as Jean S. Nolan, in Queen Anne's County, State of Maryland).

5. That your Oratrix has no income or appreciable assets, is unable to work (owing to a serious defect of eyesight) and is without means of supporting herself during the pendency of this suit and of defraying the costs and expenses attending the prosecution of the same, including a reasonable fee to her counsel, and has had to make her home with her mother because her husband, the said respondent, Philip P. Parkinson, has not provided her with any support and maintenance. That the said Philip P. Parkinson is work approximately $26,000.00; that your oratrix has no knowledge of his present annual income; but that he is 49 years old and a consulting engineer by profession.

6. That the said respondent, Philip P. Parkinson, is a resident of Queen Anne's County, State of Maryland.

7. That for some time prior to January 1, 1952, said Philip P. Parkinson was President and substantially owned or controlled Nolon Company, a New Jersey corporation, and that he used the name of Nolon Company for the purpose of holding title to certain of his individual assets; and that during the same time the Secretary of the Nolon Company was the respondent, Jean S. Matthews.

8. That on the 29th day of December, 1952, Philip P. Parkinson, in the name of Nolon Company, purportedly conveyed title of a certain valuable commercial property on 12th Street, in the City of Newark, State of New Jersey, to the respondent, Jean S. Matthews under the name of Jean S. Nolan, by paper writing recorded in book 3104 of Deeds for Essex County, New Jersey, of which a certified copy is filed herewith, marked "Plaintiff's Exhibit No. 1" and prayed to be taken as a part hereof; and that at or about the same date he withdrew or caused to be withdrawn all of his funds on deposit in his personal and business accounts with various banks in said City of Newark.

9. That on the 27th day of December, 1951, four days before said desertion, Philip P. Parkinson, in the name of Nolon Company, purportedly conveyed title of a certain valuable farm in the First Election District of Queen Anne's County aforesaid, to the respondent Jean S. Matthews under the name of Jean S. Nolan, by an unacknowledged paper writing recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 3, folio 504, a certified copy of which is filed as "Plaintiff's Exhibit No. 2" and prayed to be taken as a part of this bill.

10. That the properties described in the purported instruments of conveyance described in the last two paragraphs above were assets of Philip P. Parkinson, although record title was held by Nolon Company for his benefit in the manner described in Paragraph No. 7 above.

11. That at a time unknown to your oratrix, after the said desertion, said Philip P. Parkinson went to the State of Nevada for the sole purpose of obtaining a divorce; that on the 10th day of April, 1953, in an ex parte proceeding in which your oratrix, as respondent, neither appeared in person or by attorney, (nor was she served with process in the State of Nevada in said proceeding), a decree of divorce was issued by the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark; and that on the 12th day of April, 1953, said Philip P. Parkinson and said Jean S. Matthews applied for a marriage license in the last named County and State; a certified copy of said decree of divorce and of said application for marriage license being filed as "Plaintiff's Exhibit No. 3", and prayed to be taken as a part of this bill.

12. That the said divorce decree is void and of no legal effect, for that:

(a) on the 9th day of December, 1953, the Superior Court of New Jersey, Chancery Division, Essex County, decreed that said divorce decree shall be of no force and effect in the State of New Jersey, that your oratrix is still the lawful wife of Philip P. Parkinson and that Philip P. Parkinson be enjoined and restrained from setting up said Nevada divorce decree or making use of the same in any manner or matter in the State of New Jersey or any other jurisdiction to defeat or affect the marital rights of your oratrix; a certified copy of said New Jersey decree is filed herewith as a part hereof, marked "Plaintiff's Exhibit No. 4"; and that said New Jersey decree was obtained in the jurisdiction of matrimonial domicile of your oratrix and Philip P. Parkinson as of the date of said desertion in a proceeding conducted in accordance with the laws of said jurisdiction and is entitled to full faith and credit; or

(b) said Philip P. Parkinson committed a fraud upon the said Nevada Court in that he falsely represented to said Court that he was at the date of said divorce decree, and for some time prior thereto had been, a bona fide resident of the County of Clark, State of Nevada; whereas in fact, said Philip P. Parkinson went to Nevada for the sole purpose of obtaining a divorce. with no intention of remaining there for an indefinite time; and in fact he has never had a bona fide residence in the State of Nevada.

13. That ever since a few days after April 12, 1953, the respondents have lived together in adultery, as man and wife,) upon the farm in the First Election District of Queen Anne's County, referred to above in Paragraph No. 9.

14. That the respondents have executed two mortgages to Anna H. Rhodes upon said farm, to wit:

(a) Mortgage dated August 27, 1953, recorded among the land records of Queen Anne's County, in Liber T.S.P. No. 12, folio 194 and

(b) Mortgage dated November 27, 1953, recorded among said land records in Liber T.S.P. No. 13, folio 361;

and in each such mortgage, the respondents are described and identified, and they executed the same, as "Philip P. Parkinson and Jean S. Parkinson, nee Jean S. Nolan, his wife".

15. That the respondent Jean S. Matthews is the same person who acted as Secretary of Nolon Company, and also applied for said Nevada marriage license, under the name of Jean S. Matthews, and who is named as the grantee in the purported instruments of conveyance mentioned above in Paragraphs Nos. 8 and 9, as Jean S. Nolan.

16. That the respondents, in contemplation of the desertion of your oratrix by Philip P. Parkinson, conspired to defraud your oratrix of her marital rights by joining in the execution of said purported instrument of conveyance to one of them under a pseudonym or name she had not commonly theretofore used, as described in Paragraph No. 9 above.

17. That said purported conveyances were made by Philip P. Parkinson, in the name of Nolon Company, with the actual intent to defraud your oratrix of her marital rights and particularly her right of support, and to hinder, delay and defraud the future creditors of said Philip P. Parkinson.

18. That said purported conveyances were made by Philip P. Parkinson, in the name of Nolon Company, without fair consideration at times, respectively, when he knew that your oratrix would in future assert her right of support against him, and when he intended or believed that he would incur debts beyond his ability to pay as they matured, and is fraudulent as to your oratrix.

19. That, having so attempted to conceal the assets of Philip P. Parkinson, the respondents have attempted to elude the just claims of your oratrix by concealing the identity and whereabouts of Jean S. Nolan and also the whereabouts of Philip P. Parkinson from your oratrix.

20. That the respondents have already encumbered the assets of Philip P. Parkinson by the two mortgages above mentioned; your oratrix has been informed and charges that the respondents intend further to encumber such assets as soon as they can arrange to do so; and your oratrix avers that the past acts of the respondents with respect to the assets of Philip.P. Parkinson, as above mentioned and set forth, indicate that the respondents will further alien or secrete said assets promptly upon learning of the filing of this suit, unless enjoined from so doing by this Honorable Court, pursuant to their purpose to defraud your oratrix and to hinder and delay her in the assertion of her right of support and maintenance.

21. That your oratrix, believes and charges, that Philip P. Parkinson is furnished the sole support of Jean S. Matthews at the present time; and that his estate and income will be seriously depleted to the detriment of your oratrix by the continued support of Jean S. Matthews unless protected by this Honorable Court.

TO THE END, THEREFORE,

(1) That the said Nevada divorce decree be adjudged of no force and effect in the State of Maryland and that your oratrix be decreed to be still the lawful wife of Philip P. Parkinson;

(2) That the complainant be awarded alimony pendente lite and permanent alimony;

(3) That the respondent, Philip P. Parkinson be required to pay the costs of this suit and a reasonable counsel fee to the solicitors of the complainant;

(4) That the purported instrument of conveyance mentioned in Paragraph No. 9 be annulled, vacated and set aside;

(5) That, pending the outcome of this suit, both of the respondents be enjoined from transferring either of said pieces of real estate or any other asset of Philip.P. Parkinson from its present status of record, from otherwise attempting to dispose of the same, and from causing or permitting the Nolon Company so to transfer or dispose of the same;

(6) That the respondents be directed to convey and cause the Nolon Company to convey the full legal title of said parcels of real estate to a trustee to be named by this Court to hold for the benefit of Philip P. Parkinson and as security for the payment of such permanent alimony to your oratrix as may be decreed by this Court, or that a sufficient bond or other security be provided for the payment of the same.

(7) That your oratrix may have such other and further relief as her case may require.

And as in duty bound, etc.,

ELEANOR M. PARKINSON
(Eleanor M. Parkinson)

Gibson and Wood

By HOWARD WOOD 3rd
(Howard Wood,3rd)

JAMES E. THOMPSON JR.
(James E. Thompson, Jr.)

Solicitors for Complainant

STATE OF NEW JERSEY, ESSEX COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5th day of March, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Eleanor M. Parkinson, complainant in this cause, and made oath that the matters and facts stated in the aforegoing BILL OF COMPLAINT are true and bona fide as therein set forth, to the best of her knowledge and belief.

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

RITA KEYASKO
Notary Public
Notary Public of New Jersey
My Commission Expires June 21, 1956

Notary
Public
Seal.

Filed March 12, 1954

STATE OF NEW JERSEY)
COUNTY OF ESSEX) SS.

I, RUSSELL C. GATES, Clerk of the County of Essex and also Clerk of the Essex County Court,(the same being a Court of Record of the aforesaid County, having by law a seal)

Seal's Place

DO HEREBY CERTIFY, that Rita Keyasko Esquire, whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking said acknowledgement, proof or affidavit, a NOTARY PUBLIC, duly commissioned and sworn and residing in said State, and was, as such NOTARY PUBLIC, an officer of said State duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds for the conveyance of land, tenements or hereditaments, and other instruments in writing to be recorded in said State, and that the said acknowledgment is duly executed and taken according to the laws of said State, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting and verily believe the signature to the attached certificate in his genuine signature.

And I do further certify that the impression of the seal of such NOTARY PUBLIC Is not required by the laws of this State to be filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of March, A.D. 1954

RUSSELL C. GATES Clerk

Filed March 12, 1954

Certified Copy of Deed
Filed March 12, 1954

THIS INDENTURE

Made the 29th day of December in the year One Thousand Nine Hundred and Fifty-Two Between Nolon Company a corporation of the State of New Jersey, having its principal office in the City of Newark, County of Essex, State of New Jersey party of the first part

And Jean S. Nolan, Single, of the City of New York, County of New York and the State of New York party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of TEN DOLLARS and other goods and valuable considerations. lawful money of the United State of America, to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contended and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said part of the second part, and to Her Heirs and assigns, forever, ALL that tract of land and premises, hereinafter particularly described, situate, lying and being in the City of Newark in the County of Essex and State of New Jersey.

Being known as 222 and 224 South Twelfth Street distant northerly 458.41 feet plus or minus from the intersection of the northerly line of Twelfth Avenue with the easterly line of South Twelfth Street; thence S 69 degrees 40 minutes E 39.32 feet plus or minus to a point; thence South 20 degrees 20 minutes W. 25 feet plus or minus to a point; thence north 69 degrees 40 minutes W 59.14 feet plus or minus to a point; thence north 26 degrees 53 E 75.00 feet plus or minus to a point; thence north 69 degrees 40 minutes W 100.00 feet plus or minus to a point; thence south 26 degrees 53 minutes W 50.32 feet plus or minus to the point of beginning.

Being the same two tracts as sold to the Nolon Company by Milton Bierman and Bertha Bierman, recorded in Book "R" -96-352 and by Virginia Schmauder, recorded in Book "T" -93-92 of Essex County, New Jersey.

TOGETHER, with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining.

ALSO, all the estate, right, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, her heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part her heirs and assigns forever:

AND the said party of the first part does for itself and its successors, covenant and agree to and with the said party of the second part, her heirs and assigns, that it the said party of the first part is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

AND ALSO that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid;

AND ALSO, that the said party of the first part, will WARRANT secure, and forever defend the said land and premises unto the said party of the second part her heirs and assigns, forever, against the lawful claims and demands of all and every person or persons freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said party of the first part hath caused its corporate Seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President, the day and year first above written.

ATTEST:

JEAN S. MATTHEWS
Jean S. Matthews, Secretary

NOLON COMPANY

By PHILIP P. PARKINSON
Philip P. Parkinson President.

One-Fifty-Five Cent Recordation
Tax Stamp. Endorsed

Corporate Seal

STATE OF NEW JERSEY,)
COUNTY OF ESSEX) SS:

BE IT REMEMBERED that on this 29th day of December in the year One Thousand Nine Hundred and Fifty Two, before me, the subscriber, a NOTARY PUBLIC OF NEW JERSEY personally appeared Jean S. Matthews who, being by me duly sworn on her aoth, doth depose and make proof to my satisfaction, that she is the Secretary of Nolon Company named in the within Instrument; that Philip P, Parkinson is the President of said corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed her name thereto as witness.

Sworn and subscribed before me,)
at Newark)
the date aforesaid)
)
ELLA O'BRIEN)
Ella O'Brien
Notary Public of New Jersey
My Commission Expires Sept. 12, 1954
Notary
Public
Seal.

JEAN S. MATTHEWS
Jean S. Matthews

OFFICE OF
REGISTER OF DEEDS AND MORTGAGES
ESSEX COUNTY, NEW JERSEY

STATE OF NEW JERSEY)
COUNTY OF ESSEX) SS.

I, ABBIE W. MAGEE, Register of Deeds and Mortgages of the County of Essex, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of the record of a certain DEED made by NOLON COMPANY TO JEAN S. NOLAN and also of the certificate of acknowledgment thereto annexed, as the same may be found recorded in my office in book 3104 of DEEDS for said County on Pages 199-201.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30th day of November A.D. 1953.

Seal's Place

ABBIE W. MAGEE
Register of Deeds and Mortgages

Filed March 12, 1954

Plaintiff's Exhibit No. 2
Filed Jan. 25, 1955

::::::::::::::::::::::::::::::::
#31,200. 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-eighth day of December in the year nineteen hundred and fifty-one, the following Deed was brought to be recorded, to wit:

One-Five Dollar and One Three Dollar
Two forty cent Int. Rev. Stamps.
Endorsed P. Co, 12/28/51

One-Five Dollar Five Cent, One-Two Dollar
Twenty Cent and One-One Dollar Ten Cent
Recordation Tax Stamp. Endorsed P. Co.
12/28/51

THIS DEED made this TWENTY SEVENTH day of December in the year one thousand nine hundred and FIFTY ONE by NOLON COMPANY, a corporation of the State of New Jersey, duly authorized to do business in the State of Maryland,

WITNESSETH: That, in consideration of the sum of Ten Dollars, and other good and valuable considerations, the said NOLON COMPANY, does hereby grant and convey unto JEAN S. NOLAN, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that tract of land and form, lying and being in the First Election District of Queen Anne's County and State of Maryland, called and known as "Eden Kelly" and Goshen" or "The Jarrell Farm", and recently known as "The Harry E. Watkins and Gertie Watkins Farm", or by whatsoever other name or names the same may be called or known, located on the north side of the public road leading from Ingleside to Templeville, and also located on the east side of the public road which leads from said Ingleside-Templeville Road northerly along the west side of said farm towards Barclay, bounded on the north by the Wilson Farm, bounded on the east by the lands of one Johnson, bounded on the south and southeast by the aforesaid Ingleside-Templeville Road and bounded on the west by the road leading towards Barclay, and more particularly described by and contained within the following metes and bounds, courses and distances, to wit:

Beginning for the same at a point, near the southwest corner of the tract of land and farm hereby conveyed, formed by the intersection of the center lines of the aforesaid public road leading from Ingleside to Templeville (Which said road is

hereafter called Road No. 1) and the public road running northerly towards Barclay along the western side of said farm (which said latter road is hereafter called Road No. 2), this point of beginning being approximately nine hundred (900) feet west of the large ditch that runs underneath the aforesaid public road leading from Ingleside to Templeville, and running thence with the center line of Road No. 2

North 13 deg. 15 min. west 4072.20 feet; thence
North 88 deg. east, 1443.75 feet; thence
North 6 deg. 30 min. east, 594 feet; thence
South 46 deg. east 257.40 feet; thence
South 61 deg. east, 363.00 feet; thence
South 74 deg. 30 min. east, 441.37 feet; thence
South 83 deg. east, 660 feet; thence
North 80 deg. 30 min. east 2904 feet; thence
South 8 deg. 45 min. west, 782.10 feet; thence
South 57 deg. west, 1485.00 feet; thence
South 59 deg. west, 1138.50 feet; thence
South 30 deg. east, 1501.50 feet to the center line of Road No. 1; thence with the centerline of Road No. 1
South 54 deg. west, 2384.50 feet; thence
South 88 deg. 30 min, west 1576.50 feet, more or less, to the point of Beginning,

Containing by computation made on April 9th, 1951, the quantity of Three Hundred and Ninety Seven (397) Acres of land, more or less.

BEGING the same tract of land conveyed unto the Nolon Company, a corporation, by deed dated April 28, 1951 and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 1, folio 272.

TOGETHER with the buildings and improvements thereone 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 land and 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 Jean S. Nolan, her heirs and assigns, forever in fee simple,

AND the said Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that it will warrant specially the property granted and conveyed; and that it will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF the said Nolon Company has caused these presents to be signed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first above written.

ATTEST:

JEAN S. MATTHEWS
Jean S. Matthews, Secretary

NOLON COMPANY

BY PHILIP P. PARKINSON
President
Philip P. Parkinson (SEAL)

CORPORATE SEAL

STATE OF NEW JERSEY)
) ss.;
COUNTY OF ESSEX)

Be it Remembered , that on this TWENTY SEVENTH day of DECEMBER in the year of Our Lord, One Thousand Nine Hundred and FIFTY ONE, before me, the subscriber, a NOTARY PUBLIC OF NEW JERSEY, per sonally appeared JEAN S. MATTHEWS who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of the NOLON COMPANY the corporation named in the within Instrument; that PHILIP P. PARKINSON is the President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the board of directors of the said Corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me,)
at Newark)
the date aforesaid.)

Notary
Public
Seal.

JEAN S. MATTHEWS
Jean S. Matthews

ELLA O'BRIEN
Notary Public of New Jersey
My Commission Expires Sept. 12, 1954

CCXX

State of New Jersey)
) ss.
County of Essex)
)

I, RUSSELL C. GATES, Clerk of the County of Essex and also Clerk of the Essex County Court, (the same being a Court of Record of the aforesaid County, having by law a seal)

Seal's Place

DO HEREBY CERTIFY, That Ella O'Brien Esquire, whose name is subscribed to the attached certificate of acknowledgement, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit a NOTARY PUBLIC, duly commissioned and sworn and residing in said State, and was, as such NOTARY PUBLIC, an officer of said State duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds for the conveyance of land, tenements or hereditaments, and other instruments in writing to be recorded in said State, and that the said acknowledgment is duly executed and taken according to the laws of said State, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting and verily believe the signature to the attached certificate is his genuine signature.

And I do further certify that the impression of the seal of such NOTARY PUBLIC is not required by the laws of this State to be filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27th day of Dec. A.D., 1917

RUSSELL C. GATES Clerk

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 3, folios 504 etc., a Land Record Book for Queen Anne's County.

Clerk's Seal.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Twelfth day of March in the year nineteen hundred and fifty four.

T. SORDEN PIPPIN
Clerk

Plaintiff's Exhibit No. 3
Filed March 12, 1954

No. 245982

AFFIDAVIT OF APPLICATION FOR MARRIAGE LICENSE

STATE OF NEVADA,)
) ss.
COUNTY OF CLARK,)

Being duly sworn, says: PHILIP P. PARKINSON
My Name is PHILIP P. PARKINSON

I am 49 years of age, Date of birth Aug. 9, 1904.

I reside in the City of Las Vegas,
County of Clark
State of Nevada
Previously married Yes Wife deceased
Divorced Yes. When April 10, 1953.
Where Las Vegas, Nevada,
On what grounds Extreme Cruelty.
I desire a license to authorize my marriage with
JEAN S. MATTHEWS

whose age is 36 years, Date of birth Jan. 5, 1917.
and resides in the City of Las Vegas,
County of Clark,
State of Nevada.
Previously married No. Husband deceased
Divorced When
Where
On what Grounds
I know of no legal objection to our marriage.
I hereby certify that the foregoing answer as given by me are true to the best of my knowledge and belief.

PHILIP P. PARKINSON
JEAN S. MATTHEWS

Sworn and subscribed before me this 12th day of April A.D. 1953.

HELEN SCOTT REED County Clerk

By MARCELLINE URBAN Deputy Clerk

License issued 12th day of April A.D. 1953.

CERTIFICATION OF COPY

STATE OF NEVADA,)
COUNTY OF CLARK) SS.

I, HELEN SCOTT REED, the duly elected, qualified and acting Clerk of Clark County, in the State of Nevada, and Ex-Officio Clerk of the District Court, do hereby certify that the foregoing is a true, full and correct copy of the original: "AFFIDAVIT OF APPLICATION FOR MARRIAGE LICENSE NO 256982":

Philip P. Parkinson

and

Jean S. Matthews

April 12, 1953

now on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Court at my office, Las Vegas, Nevada, the 2nd day of June A.D., 1953

Seal

HELEN SCOTT REED, Clerk

LUCILLE BUNYARD
Deputy Clerk

CASE NO. 60430

DEPT. NO. 1

FILED
APR 10 17PM'53
HELEN SCOTT REED Clerk
BETTY ENGLAND

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA,

IN AND FOR THE COUNTY OF CLARK

******

PHILIP P. PARKINSON,
Plaintiff,

vs.

ELEANOR M. PARKINSON,
Defendant.

DECREE OF DIVORCE

The above entitled cause coming on regulary for trial this day before the above entitled Court, sitting without a jury, upon the complaint of the plaintiff, and upon all the records and files herein, the plaintiff appearing in person and through his attorney, S. GEORGE GILSON, ESQ., and it appearing that the defendant was personally served with a copy of the Summons attached to a copy of the Complaint, pursuant to an Order of Court first had and obtained, and has failed to appear or answer the Complaint within the time allowed by law, and that the default of the defendant has been duly and regularly entered, the plaintiff introducing evidence in support of the allegations of his Complaint, and the Court being fully advised in the premises, and finding that the plaintiff is now and for more than six weeks prior to the commencement of this action and ever since has been an actual and bona fide resident of the County of Clark, State of Nevada and actually domiciled therein during all of said period of time and that this Court has jurisdiction over both of the parties hereto and of this cause, and that all the allegations contained in the plaintiff's Complaint are true and that plaintiff is entitled to the relief prayed for in said Complaint, and Findings of Fact, Conclusions of Law and written Notice of Entry of Judgment having been duly waived by the failure of the defendant to appear in this action,

NOW, THEREFORE, by reason of the law in such cases made and provided, the Court deeming this a proper case therefor, on motion of S. GEORGE GILSON, ESQ., attorney for Plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the plaintiff, PHILIP P. PARKINSON, and the defendant, ELEANOR M. PARKINSON, be and the same are hereby dissolved and forever held for naught, and the said parties hereby released from all the obligations thereof and restored to the status of singlepersons.

DONE IN OPEN COURT this 10th day of April, 1953.

FRANK MCDANIEL

DISTRICT JUDGE

CERTIFICATION OF COPY

STATE OF NEVADA,)
COUNTY OF CLARK) ss.

I, HELEN SCOTT REED, the duly elected, qualified and acting

Clerk of Clark County, in the State of Nevada, and Ex-Officio Clerk of the District Court, do hereby certify that the foregoing is a true, full and correct copy of the original: "DECREE OF DIVORCE" in the action entitled;

Philip P. Parkinson,

Plaintiff

-vs.-

Eleanor M. Parkinson
Defendant.

Case No. 60430 Dept. No. 1
now on file and of record in this office.

IN WITNESS WHEREOF' I have hereunto set my hand and affixed the seal of the Court at my office, Las Vegas, Nevada, the 2nd day of June, A.D., 1953

Seal

HELEN SCOTT REED, Clerk.

EUCILLE BUNYARD
DeputyClerk

Filed March 12, 1954

Plaintiff's Exhibit No. 4
Filed March 12, 1954

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. M-4515-52

ELEANOR M. PARKINSON,	:	
Plaintiff	:	
-vs-	:	CIVIL ACTION
PHILIP P. PARKINSON, Defendant	:	FINAL JUDGMENT
	:	

- -

This matter having come on for final hearing before the court without a jury, and the court having heard and considered the testimony in evidence submitted on behalf of the plaintiff, the defendant not having appeared herein, and being of the opinion that the plaintiff is entitled to the relief demanded in the complaint.

It is, on this 9th day of December, 1953, ADJUDGED AND DECLARED

1. That a decree of divorce obtained by the defendant herein on the 10th day of April, 1953 in the Eighth Judicial District Court of the State of Nevada shall be of no force and effect in the State of New Jersey.

2. That the plaintiff herein is still the lawful wife of the defendant herein.

3. That the defendant herein is enjoined and restrained from setting up the said Nevada divorce decree or making use of the same in any manner or matter in this or any other jurisdiction to defeat or affect the marital rights of the plaintiff herein.

S J. Edward Knight
J.S.C.

I, I. GRANT SCOTT, Clerk of the Superior Court of New Jersey, the same being a Court of Record do hereby certify that the foregoing is a true copy of the Final Judgment now on the files of my office.

Seal

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Trenton, this 7th day of January Nineteen hundred and fifty-four.

I. GRANT SCOTT Clerk

Subpoena
Filed March 12,1954

(EQUITY SUBPOENA)

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

TO Philip P. Parkinson and
Jean S. Matthews (also known as Jean S. Nolan)
Barclay, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of April next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Eleanor M. Parkinson, 306 Montclair Avenue, Newark, New Jersey against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 1st. day of March, 1954

Issued the 12th day of March, 1954.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Gibson & Wood
James E. Thompson Jr.

Address Centreville, Maryland

T. SORDEN PIPPIN ,Clerk

And on the back of the aforegoing is the following endorsement, to wit:

SERVED on both respondents March 13, 1954, copy of writ and copy of bill of complaint left with each of them.

FRANK Y. WHITELEY
(Frank Y. Whiteley) Sheriff

Copy of Show Cause Order
Filed March 19, 1954

ELEANOR M. PARKINSON,
Complainant,

Vs.

PHILIP P. PARKINSON and
JEAN S. MATTHEWS (also
known as Jean S. Nolan),

Respondents

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

Cause No. 3914

ORDER OF COURT

Upon the prayer in the Bill of Complaint filed in this cause for awarding a reasonable sum for the complainant's counsel fee and alimony pendente lite.

IT IS ORDERED, this 12th. day of March, 1954, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the respondent, Philip P. Parkinson, pay the sum of One Hundred------Dollars ($100.00) as preliminary counsel fee for the solicitors of the complainant, and that he shall further pay the sum of Twenty ($20.00) per week, during the continuance of this suit, to the complainant as alimony pendente lite, accounting from the 13th. day of March 1954, the first of said weekly payments to be made upon the 20th day of March, 1954, unless cause to the contrary be shown on or before the 2nd. day of April, 1954; provided a copy of this order be served on the said Philip P. Parkinson on or before the 17th. day of March, 1954.

Wm. R. Horney
Judge.

Filed March 12, 1954

True Copy

Test: T. SORDEN PIPPIN Clerk

Order to Enter Special Appearance
Filed April 1, 1954

ELEANOR M. PARKINSON,
306 Montclair Avenue,
Newark, New Jersey,
Complainant.

vs.

PHILIP P. PARKINSON, and
JEAN S. MATTHEWS (also known
as Jean S. Nolan), both of
Barclay, Maryland,
RESPONDENTS.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY

CAUSE NO. 3914.

******

ORDER TO ENTER SPECIAL APPEARANCE.

To:

Mr. T. S. Pippin, Clerk of the Court:

You are hereby directed to enter my Special Appearance for the Defendants.

JOHN PALMER SMITH
John Palmer Smith,
Centreville, Md.

Filed April 1, 1954

THIS IS TO CERTIFY, That I served a copy of the aforegoing Order upon Howard Wood, III, and James E. Thompson, Jr., respectively, Solicitors for the Plaintiff, by leaving same with them at their respective offices in Centreville, Maryland, on the first day of April, 1954.

JOHN PALMER SMITH
John Palmer Smith,
under Special Appearance.

Demurrer
Filed April 26, 1954

ELEANOR M. PARKINSON,

VS.

PHILIP P. PARKINSON,
JEAN S. MATTHEWS, et al.,

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

CHANCERY NO. 3914.

****

D E M U R R E R

The Defendants demur to the Plaintiff's Bill and to each paragraph thereof, and for cause of demurrer show:

1. That the Plaintiff has not stated in her bill such a case as entitles her to any relief in equity against these defendants.

2. That the subject matter is not properly one within the cognizance of this Court, because by her Bill the Plaintiff shows a decree of absolute divorce from the Defendant, Philip P. Parkinson, which decree of absolute divorce she has not alleged or shown by the pleadings to have ever been impeached by a court of competent jurisdiction, and failure to allege such impeachment or show such impeachment in the pleadings and the bill, shows within the frame of the bill that the Plaintiff is not the wife of Philip P. Parkinson, and if she is not the wife, she has no standing in this Court.

3. That all the Exhibits, except Exhibit 2, filed by the Plaintiff, are certifications of other States and are not exemplified.

4. That the Bill and the Exhibits filed on their face show no subsisting marriage between Eleanor M. Parkinson and Philip P. Parkinson on date of filing of the plaintiff's bill, and that the plaintiff is not the wife of the defendant, Philip P. Parkinson, and thereby the plaintiff has no claim for alimony in this Court.

5. That the bill shows on its face that Plaintiff is a non-resident of Maryland and she has therefore not acquired residence in Maryland to enable her to maintain a bill for alimony.

6. That the plaintiff and Defendant, Philip P. Parkinson, never had a matrimonial domicile in Maryland.

7. That the domicile necessary to support jurisdiction to grant divorce, so as to entitle the decree to full faith and credit, is no longer the "matrimonial domicil".

8. That the plaintiff has not in and by her said bill made or stated such a case as entitles her, in a court of equity, to any relief against these defendants or either of them as to the matters contained in said bill or any of such matters, because plaintiff has not:

(a) by her bill shown or alleged that the jurisdiction of the Nevada Court that rendered the decree has ever been impeached.
(b) by her bill shown that this bill or cause is an appropriate procedure to challenge the legitimacy or verity of the Nevada decree in Maryland, and as the divorce decree stands unimpeached and in full force and virtue, the plaintiff is not the wife of the defendant, Philip P. Parkinson, and is, therefore not entitled to any relief in this case.

9. That the jurisdiction of this court to hear or decree alimony in this case depends upon the subsistence of the marriage status, and, so, jurisdiction does not attach or apply where the marriage relation is terminated by a divorce a vinculo matrimonii.

10. That the bill on its face is an attempt by the plaintiff to have this court construe:

A. A Nevada law
B. A Nevada decree
C. A Nevada marriage
D. A New Jersey decree.

11. That this suit is an attempt on its face to restore conjugal rights, but there is no tribunal in the State of Maryland competent to entertain a suit for the restoration of conjugal rights.

12. That Paragraph 12 of the Bill is bad in that it attempts to draw conclusions of law.

13. That Plaintiff's only remedy to obtain reversal of the Nevada divorce decree is by direct appeal from the Nevada decree through the Nevada courts, and, if necessary, by application for certiorari to the Supreme Court of the United States, wherefore the Circuit Court for Queen Anne's County, in Equity, has no authority to make any determination of the question of the legality vel non of the Nevada divorce decree.

14. That this court has no authority to make any provision for apyment by a former husband to his former wife of alimony or "suit money".

15. That Defendant, Philip P. Parkinson, is no longer the husband of the Plaintiff, and no legal obligation is imposed upon him to provide for her maintenance; hence there exists no right to alimony; hence no right of action in this Court.

16. That, when, if the allegations of Eleanor M. Parkinson's present petition respecting the alleged adultery of her former husband are true, she could have successfully maintained an action for an absolute divorce in New Jersey, or in Maryland, or in Nevada, and at the same time have had the question of alimony adjudicated, but failing therein, she is foreclosed to assert her claim now for alimony.

17. That a divorce a vinculo matrimonii ends all rights of either spouse dependent on marriage.

And for other reasons to be shown at the hearing.

JOHN PALMER SMITH
John Palmer Smith
Solicitor for Defendants.

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

I HEREBY CERTIFY, that on this 26th day of April, 1954, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith, Solicitor for the Defendants in this cause, and made oath in due form of law that the Demurrer filed herein is not for the purpose of delay.

T. SORDEN PIPPIN Clerk.

I hereby certify, that I left a copy of the above Demurrer at the Offices of Howard Wood, 3rd, and James E. Thompson, Jr., respectively, Solicitors for the Plaintiff, at Centreville, Maryland, this 26th day of April, 1954.

JOHN PALMER SMITH
John Palmer Smith

Filed April 26, 1954

Plaintiff's Petition for Leave
Filed May 21, 1954

ELEANOR M. PARKINSON,
Complainant,

Vs.

PHILIP P. PARKINSON
AND JEAN S. MATTHEWS,
also known as Jean S.
Nolan,
Respondents.

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

Cause No. 3914.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Eleanor M. Parkinson, by Gibson and Wood and James E. Thompson, Jr., her attorneys, unto your Honors, respectfully shows:

1. That your Petitioner is the complainant who filed her Bill in this cause on the 12th day of March, 1954.

2. That your Petitioner filed with her Bill of Complaint a certified copy of a decree of the Superior Court of New Jersey, Chancery Division, Essex County, dated December 9, 1953, marked "Plaintiff's Exhibit No. 4".

3. That your Petitioner has not obtained a fully exemplied copy of the entire proceedings in the aforesaid Superior Court of New Jersey, Chancery Division, Essex County, in the case therein in which your Petitioner is the plaintiff and Philip P. Parkinson is the defendant; and that such exemplified copy includes the abovementioned decree dated December 9, 1953.

4. That your Petitioner desires to amend her Bill of Complaint for the purpose of filing the exemplified copy in lieu of the certified copy which was filed with her Bill.

Wherefore, your Petitioner prays your Honors to pass an order granting her leave to amend her Bill of Compalint in this cause by interlineation by substituting the word "exemplified" for the word "certified" and by inserting the words "proceedings and" before the word "decree", all in the eight line of paragraph 12 (a) of her Bill, and granting her leave to file said exemplified copy as "Plaintiff's Exhibit No. 4" and to withdraw the original exhibit, being the certified copy mentioned.

Respectfully submitted,

JAMES E. THOMPSON JR.
(James E. Thompson,Jr.)

Gibson and Wood

By HOWARD WOOD, 3rd
(Howard Wood, 3rd)

I Hereby Certify that I left a copy of the aforegoing Petition at the office of John Palmer Smith, Esq., Centreville, Maryland, attorney for the respondents, on this 21st day of May, 1954.

HOWARD WOOD, 3rd

Filed May 21, 1954

Upon the aforegoing Petition, IT IS ORDERED, this 21st day of May, 1954, by the Circuit Court of Queen Anne's County, in Equity, and by the authority of said Court, that Eleanor M. Parkinson, be and she is hereby granted leave to file an exemplified copy of the entire proceedings including the decree dated December 9, 1953, in the case of "Eleanor M. Parkinson vs. Philip P. Parkinson" in the Superior Court of New Jersey, Chancery Division, Essex County, Docket No. M-4515-52, in lieu of the certified copy of said decree which was filed with her Bill, as "Plaintiff's Exhibit No. 4"; and said Eleanor M. Parkinson is further granted leave to amend her Bill of Compläint by interlineation in the manner prayed in the said Petition.

Wm. R. HORNEY
Judge.

Filed May 21, 1954

TRANSCRIPT OF ENTIRE PROCEEDINGS
Filed May 21, 1954

CERTIFIED BE A TRUE COPY

GREENE & HELLRING
Attorneys for Plaintiff
By: BERNARD HELLRING
Bernard Hellring
Partner

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. M-4515-52

ELEANOR M. PARKINSON, Plaintiff,	:	
-vs-	:	Civil Action
PHILIP P. PARKINSON, Defendant.	:	COMPLAINT

Plaintiff, Eleanor M. Parkinson, residing at 306 Montclair Avenue, City of Newark, County of Essex, and State of New Jersey, by way of complaint against the defendant, Philip P. Parkinson, of the same address, says:-

1. Plaintiff and Philip P. Parkinson, the defendant herein, were married in the City of Newark and State of New Jersey on the 5th day of January, 1926 and thereafter continously resided together and cohabited as husband and wife in the City of Newark aforesaid until the month of January, 1952.

2. In the month of January, 1952, the defendant herein abandoned plaintiff and deserted her, and has ever since remained absent from the plaintiff and has failed and refused to make his presence and whereabouts known to the plaintiff from that date on, and said desertion of the plaintiff by the defendant has been wilfull,

continued and obstinate since said month of January, 1952.

3. On the 20th day of March, 1953, plaintiff was served by the Sheriff of the County of Essex, New Jersey, with a copy of what purports to be a summons and complaint for divorce brought by said defendant, Philip P. Parkinson, against the plaintiff in the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark. According to the provisions of the said summons, plaintiff must answer the said complaint in the Eighth Judicial District Court of the State of Nevada within 20 days after the date of service upon her as aforesaid. A true copy of said summons and complaint is annexed hereto and made a part hereof and marked Exhibit "A".

4. In and by the allegations of the said Nevada complaint, the defendant herein set up "that the plaintiff is, and for a period of more than six weeks immediately preceding the commencement of this action has been an actual and bona fide resident of the County of Clark, State of Nevada, and actually domiciled therein during all of said periof". Plaintiff believes this allegation to be false and that the defendant is not now a bona fide resident of the State of Nevada but is still domiciled in the City of Newark, State of New Jersey aforesaid, and that said defendant was not a bona fide resident of the State of Nevada at the time the cause of action arose, did not remain so for two years next preceding the commencment of his action in that State, did not become a bona fide resident of the State of Nevada after the cause of action arose and remain so for at least two years next preceding the commencement of his suit in that State. The cause of action of defendant's complaint aforesaid, while alleged to be extreme cruelty, mental in nature, was not of such character as is recognized in this State or was so recognized at the time the alleged cause of action arose. Furthermore, the plaintiff herein is not now and never was a resident of the State of Nevada and was not served with process therein. The said pretended residence claimed by the said defendant in Nevada is in fraud of the said Nevada Court, of the State of New Jersey and of the plaintiff, and is alleged by the said defendant for the purpose of inducing the said Nevada Court to grant a decree of divorce from the bond of said marriage to said defendant herein, who is a resident of this State, and after said defendant herein shall obtain such a decree from the said Nevada Court, the same will be of no force and effect.

5. The said acts and conduct of defendant herein are inequitable and unjust, and the plaintiff is entitled to the protection of the injunctive orders and decrees of this Court for the preservation and status of said marriage.

WHEREFORE, plaintiff, being without adequate remedy at law, prays:-

1. That Philip P. Parkinson, who is the defendant in this State, may answer this complaint and each statement therein made.

2. That the said Philip P. Parkinson, his solicitors, attorneys, counsel and agents, be ordered and decreed to desist and refrain from proceeding further in any respect with the said action instituted by him against the plaintiff in the said Nevada Court, and from entering or taking any order or decree therein, excepting a decree dismissing the said suit, and that he be decreed to desist and refrain from commencing and prosecuting any other proceedings to secure a divorce or concern the said matrimonial status in the said State of Nevada or elsewhere then in the State of New Jersey.

Dated: April 28th, 1953.

GREENE & HELLRING

Attorneys for the Plaintiff

By: /s/ Bernard Hellring
Bernard Hellring
Partner

EXHIBIT "A"

CASE NO. 60430

DEPT. NO. 1

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF CLARK

******

PHILIP P. PARKINSON, Plaintiff, vs. ELEANOR M. PARKINSON, Defendant.	FILED 3:17 P.M. Mar. 12, 1953 Helen Scott Reed, Clerk By: Frances McCrea Deputy

C O M P L A I N T

I

That the plaintiff is, and for a period of more than six weeks immediately preceding the commencement of this action has been, an actual and bona fide resident of the County of Clark, State of Nevada, and actually domiciled therein during all of said period.

II

That the plaintiff and the defendant intermarried in the City of

Newark, State of New Jersey, on the 5th day of January, 1926, and ever since said day have been and now are, husband and wife.

III

That there are no minor children the issue of said marriage.

IV

That there is no community property belonging to the parties hereto within the State of Nevada.

V

That since said marriage, the defendant has treated the plaintiff with extreme cruelty, mental in nature, and has caused him great and grievous suffering and pain, without cause or provocation therefor on the part of the plaintiff, and plaintiff's health was and is thereby and therefrom impaired.

WHEREFORE, plaintiff prays judgment that he be granted an absolute decree of divorce, dissolving the bonds of matrimony existing between plaintiff and defendant, and that the parties hereto be released from all the obligations thereof and restored to the status of singlepersons; and for such other and further relief as to the Court may seem just and proper in the premises.

/s/ S. GEORGE GILSON
S. GEORGE GILSON
Attorney for Plaintiff
223 Fremont Street
Las Vegas, Nevada.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

PHILIP P. PARKINSON, being first duly sworn, deposes and says:

That he is the plaintiff in the above entitled action; that he has read the above and foregoing Complaint and knows the contents thereof, and that the same is true of his own knowledge, except as to those matters therein alleged on information and belief, and as to those matters, he believes it to be true.

PHILIP P. PARKINSON

Subscribed and sworn to before
me this 12th day of March, 1953.

S. GEORGE GILSON
Notary Public in and for said
County and State,

My commission expires: June 30, 1953
(S E A L)

IN THE EIGHTH JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA, IN AND FOR THE
COUNTY OF CLARK

PHILIP P. PARKINSON Plaintiff, -vs- ELEANOR M. PARKINSON, Defendant.	)))))	No. 60430 Dept. No. 1

S U M M O N S

THE STATE OF NEVADA SENDS GREETINGS TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to serve upon

S. George Gilson, Esq.

plaintiff's attorney, whose address is 223 Fremont Street, Las Vegas, Nevada,

an answer to the Complaint which is herewith served upon you, within 20 days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint*.

This action is brought to recover a judgment dissolving the bonds of matrimoney existing between you and the plaintiff.

HELEN SCOTT REED
Clerk of Court
By: FRANCES McCREA
Deputy Clerk.

Date: Mar. 12, 1953. (SEAL OF COURT)

* Note - When service is by publication, insert a brief statement of the object of the action (Rule 4.

RETURN OF SERVICE ON REVERSE SIDE.

STATE OF NEW JERSEY :
: SS
COUNTY OF ESSEX :

ELEANOR M. PARKINSON, of full age, being duly sworn, according to law, upon her oath, deposes and says:-

I am the plaintiff in the foregoing complaint. I have read the same and am familiar with the contents thereof; and the matters and things therein contained are true to the best of my knowledge, information and belief.

/s/ Eleanor M. Parkinson
ELEANOR M. PARKINSON

Sworn to and subscribed
before me this 28th day
of April, 1953.

/s/ Maureen Greene
A Notary Public of New Jersey
My commission expires Feb. 3, 1958

I hereby certify that the foregoing is a true copy of the original on file in my office.

I. GRANT SCOTT
Clerk

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. M-4515-52

ELEANOR M. PARKINSON,
Plaintiff,

-vs-

PHILIP P. PARKINSON,
Defendant.

Civil Action

ORDER TO SHOW CAUSE

Upon reading and filing the verified complaint of the plaintiff herein from which it appears that the plaintiff and the defendant are wife and husband respectively; that the defendant abandoned and deserted the plaintiff in the month of January, 1952; that the plainfiff has been served with copies of papers which purport to be summons and complaint for divorce brought by the defendant against the plaintiff in the State of Nevada; that the defendant has alleged in the Nevada proceedings that he is now and has been for more than six weeks an actual bona fide resident of the City of Las Vegas, in the State of Nevada; that the said allegation made by the defendant is false; that he has been and is still domiciled in the city of Newark in the State of New Jersey; that the defendant is thus attempting to perpetrate a fraud on the Courts of the State of New Jersey and of the State of Nevada and that the plaintiff will suffer immediate, substantial and irreparable injury unless an interim restraint be ordered pursuant to the demand of said complaint;

It is on this 30th day of April, 1953, on motion of Greene and Hellring, Esqs., by Philip Lindeman, II, Esq., attorneys for the plaintiff,

ORDERED that defendant, Philip P. Parkinson show cause before this Court at the Hall of Records, High Street, Newark, New Jersey, on the 8th day of May 1953, at ten o'clock in the forenoon, or as soon thereafter as counsel can be heard, why an order should not be made enjoining and restraining him from proceeding further in any wise with the prosecution of the action brought by him in the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark mentioned in the complaint and from instituting and prosecuting any other proceeding against the plaintiff herein for divorce, or involving the matrimonial status of the parties, in the State of Nevadanor elsewhere than New Jersey, pending this suit, and until the further order of this Court; and it is further

ORDERED that, in the meantime and until the further order of this Court, said defendant, his solicitors, attorneys, counsel and agents do absolutely desist and refrain from taking any further steps in said proceeding, and from instituting and prosecuting any other proceeding against the plaintiff herein for divorce, or involving the matrimonial status of the parties in the State of Nevada or elsewhere than in the State of New Jersey; and it is further

ORDERED that a copy of this order and of said complaint and affidavits, which copies may be certified as true copies by the plaintiff's attorneys, be served upon said defendant, Philip P. Parkinson, either personally or by mailing the same by registered mail, return receipt requested, in care of his solicitor in the said Nevada proceeding, and that a copy thereof be mailed to said solicitor within

one week from the date hereof; and it is further

ORDERED that the defendant may move to dissolve, enlarge or modify the restraint herein ordered upon not more than 2 days notice; and it is further

ORDERED that this order shall expire on the 9th day of May, 1953, unless within such period of time, the said order shall, for good cause shown, be extended for a like period of time or unless the defendant shall consent that the said order may be extended for a longer period.

WALTER L. HETFIELD III
J. S. C.

I hereby certify that the foregoing is a true copy of the original on file in my office.

I. GRANT SCOTT
Clerk

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. M-4515-52

ELEANOR M. PARKINSON, PLaintiff,	:	Civil Action
-vs-	:	AFFIDAVIT
PHILIP P. PARKINS, Defendant.	:	OF INQUIRY

STATE OF NEW JERSEY :
: SS
COUNTY OF ESSEX :

ELEANOR M. PARKINSON, of full age, being duly sworn, according to law, upon her oath, deposes and says:

1. I am the plaintiff in the above entitled cause and the wife of the defendant, having been married to him on the 5th day of January, 1926, and have lived with him as wife and husband until January 1, 1952 when he deserted me.

2. I personally and also with the aid of my attorneys have inquired of the defendant's nearest relatives, including my son, Herbert S. Parkinson, and my mother, Louise S. Montgomery, and various neighbors of ours, including fellow members of our Church and also various business associates of my husband, including incorporators of the Nolon Company, Parkinson Construction Co., Building Maintenance Co. and other businesses in which my husband was interested, as to the whereabouts of my said husband. None of these people had any knowledge as to his whereabouts.

3. On March 20, 1953, I received a summons and complaint served upon me apprising me of the institution of a divorce proceeding by my husband in the City of Las Vegas, and State of Nevada. This complaint states that my said husband is and has been a resident of Nevada for at least six weeks previous to that date. On the basis of this, I believe that he is now present in the State of Nevada.

4. On February 24, 1953, I received a letter from my husband, Philip P. Parkinson, the defendant herein, in which he advised me that he was in Nevada, was going to hire a lawyer and sue me for divorce. Shortly thereafter, I answered him telling him that I would not consent to a divorce and that I did not understand the reason for his deserting me. A copy of my letter is annexed hereto as Schedule "A" and made a part hereof.

5. Although I believe, as stated above, that my husband is presently in Nevada, I do not know the exact address nor his occupation, but I believe that he may be contacted through his attorney in Las Vegas, Nevada, Mr. S. George Gilson, of #223 Fremont Street Las Vegas, Nevada.

/s/ Eleanor M. Parkinson
Eleanor M. Parkinson

Sworn to and subscribed
before me this 28th day
of April, 1953.

/s/ Maureen Greene (SEAL)
Maureen Greene
A Notary Public of New Jersey
My commission expires Feb. 3, 1958

SCHEDULE "A"

Date

Dear Phil:

I got your letter of February 24th and hardly know how to begin answering it. The shock of your leaving over a year ago still has not worn off, and

my mind is still in a whirl about why you left.

I know that you say in your letter that you left because of the way I acted. But I don't know what you mean. I didn't act any different at the party on New Year's Eve or at any other party than I have always acted. I know that I have never misbehaved in any way or ever done anything wrong in our married life, so far as you are concerned. I have always tried to conduct myself as a lady and I am sure that in your heart you know that.

I have asked the people who were at the party with us on New Year's Eve over and over again whether I did anything wrong or peculiar at the party, and they all say that I acted like a lady all the time.

I know I was so hurt for awhile that I could hardly bear it,and particularly because I didn't know why you had left and what reason you could have had. Sometimes I think that it would not be so bad if I at least knew what the reason was. There is no reason that you could give me which would be worse than not knowing at all. Please understand this. I don't know what you have done, whether you have committed any crime, or have been sick or have been going with another woman. Whatever the reason may be, I think that I could bear it better if I knew the truth.

I don't see how you can possibly try to blame me for your action in leaving and make it look like I had done wrong things. I should think that after 27 years of marriage, and bringing up a son you would at least feel that you owed it to me to tell me the truth and not to try to make it appear that it is my fault, I can only think that either you are sick, or not thinking straight, or that you have committed some terrible crime, or that you have some other woman. Whatever it is you apparently don't want to be with me any more. If I know what the reason is then I will know what attitude to take about it.

I know one thing, that any divorce which you get in Nevada will not be worth the paper that it is written on, and that it will be entirely invalid, unless I should make an appearance in the Court out there. My lawyer has explained that to me. I am the one who should get the divorce if there is to be one anyway.

I would much rather have you come back, no matter what you have done, instead of getting a divorce.

Please let my hear from you, and tell me what this is all about.

I hereby certify that the foregoing is
a true copy of the original on file in
my office.

I. GRANT SCOTT
Clerk

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. M-4515-52

ELEANOR M. PARKINSON,	:	
Plaintiff,	:	Civil Action
-vs.-	:	AFFIDAVIT OF MAILING
PHILIP P. PARKINSON, Defendant.	:	
- -	:	

STATE OF NEW JERSEY :
: SS
COUNTY OF ESSEX :

PHILIP LINDEMAN, II, of full age, being duly sworn on his oath, according to law, deposes and says:-

1. I am employed by Greene and Hellring, attorneys for plaintiff in the above matter.

2. On Friday, May 1, 1953, I mailed, by registered mail, return receipt requested, copies of the complaint, affidavits and order to show cause in this matter, certified as true copies by plaintiff's attorneys, addressed to Philip P. Parkinson, c/o S. George Gilson, Esq., 223 Fremont Street, Las Vegas, Nevada. Copies of said papers likewise authenticated were sent by registered mail by me on the same day, return receipt requested, addressed to S. George Gilson, Esq., 223 Fremont Street, Las Vegas, Nevada. Accompanying each of said sets of papers was a letter as follows:-

> "I enclose herewith order to show cause, complaint and affidavit of inquiry in the above matter."

3. A return receipt was received from S. George Gilson, attorney, for the defendant, Philip P. Parkinson, but none was received from the defendant himself. We have no knowledge or information as to why he did not receive it.

s/PHILIP LINDEMAN
PHILIP LINDEMAN,II

Sworn to and subscribed
before me this 6th day
of May, 1953.

s/ Robert Gordon
Robert Gordon
Attorney At Law of N. J.

I Hereby certify that the foregoing is
a true copy of the original on file in
my office.

I. GRANT SCOTT
Clerk

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. M-4515-52

ELEANOR M. PARKINSON,
Plaintiff

-vs.-

PHILIP P. PARKINSON,
Defendant.

Civil Action

O R D E R

This matter having come on for hearing on Friday, May 8, 1953, the return date of an order to show cause based upon the complaint filed herein and directed to the defendant to show cause why the relief prayed for in the complaint should not be granted; and the plaintiff appearing in Court by her attorneys, Greene and Hellring, Esqs., by Philip Lindeman, II, Esq., and the Court having heard the argument of said attorney and itappearing that defendant herein has already obtained that purports to be a decree of divorce from the plaintiff rendered in the State of Nevada and good and sufficient reason appearing for the entry of this order.

It is on this 2nd day of June, 1953

ORDERED:

1. That the plaintiff be permitted to amend her complaint as follows:-

A. Striking paragraph 5 of the complaint and the prayer for relief, and substituting the following;

"5. On or about the 10th day of April, 1953, defendant procured a judgment or decree by default in said Nevada suit purporting to be a decree of absolute divorce from the bond of matrimony against the plaintiff.

6. Said acts and conduct of defendant herein are inequitable and unjust and plaintiff is entitled to the declaration of this Court that the said divorce decree so obtained by the defendant in the State of Nevada is of no force and effect in this State.

WHEREFORE, plaintiff demands:

1. That the said divorce decree in the said Nevada Court be adjudged and declared by the judgment of this Court to be of no force and effect in the State of New Jersey.

2. That it be adjudged by this Court that plaintiff herein is still the lawful wife of the defendant herein.

3. That the said defendant may be enjoined and restrained from setting up the said decree or from making use of the same in any manner or matter in this or any other jurisdiction to defeat or affect the marital rights of the plaintiff.

4. That the defendant be notified and commanded to present the truth of the matter as alleged herein to the said Eighth Judicial District Court of the State of Nevada and in good faith to urge the said Court to set aside its aforesaid decree of divorce."

S/C THOMAS SCHETTINO
J.S.C.

I hereby certify that the foregoing is
a true copy of the original on file in
my office.

I. GRANT SCOTT
Clerk

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
Docket No. M-4515-52

ELEANOR M. PARKINSON,	:	Civil Action
Plaintiff	:	AMENDMENT TO PLAINTIFF'S COMPLAINT
-vs-	:	
PHILIP P. PARKINSON,	:	
Defendant	:	

In accordance with an order of Judge C. Thomas Schettino of the Superior Court in New Jersey, Chancery Division, dated June 2, 1953, plaintiff hereby amends her complaint dated April 28, 1953 in the above captioned matter by striking Paragraph 5 and the prayer for relief in said complaint and substituting the following:

"5. On or about the 10th day of April, 1953, defendant procured a judgment or decree by default in said Nevada suit purporting to be a decree of absolute divorce from the bond of matrimony against the plaintiff.

6. Said acts and conduct of defendant herein are inequitable and unjust and plaintiff is entitled to the declaration and plaintiff is entitled to the declaration of this Court that the said divorce decree so obtained by the defendant in the State of Nevada is of no force and effect in this State.

WHEREFORE, plaintiff demands:

1. That the said divorce decree in the said Nevada Court be adjudged and declared by the judgment of this Court to be of no force and effect in the State of New Jersey.

2. That it be adjudged by this Court that plaintiff herein is still the lawful wife of the defendant herein.

3. That the said defendant may be enjoined and restrained from setting up the said decree or from making use of the same in any manner or matter in this or any other jurisdiction to defeat or affect the marital rights of the plaintiff.

4. That the defendant be notified and commanded to present the truth of the matter as alleged herein to the said Eighth Judicial District Court of the State of Nevada and in good faith to urge the said Court to set aside its aforesaid decree of divorce.

GREENE & HELLRING
Attorneys for Plaintiff

By s/ Bernard Hellring
Bernard Hellring
Partner

Dated: June 5, 1953.

I hereby certify that the foregoing is a true copy of the original on file in my office.

I. GRANT SCOTT
Clerk

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. M-4515-52

ELEANOR M. PARKINSON,	:	Civil Action
Plaintiff,	:	ORDER
-vs.-	:	
PHILIP P. PARKINSON,	:	
Defendant.	:	

Plaintiff having filed her complaint herein, wherein her husband, Philip P. Parkinson, was made a defendant, and a summons having been duly issued against the said Philip P. Parkinson to appear in this suit as such defendant:

And it having been made to appear by affidavits annexed to said complaint, to the satisfaction of the Court, that the said Philip P. Parkinson is not within this State but may be found either in the City of Las Vegas, Nevada, or in the State of California, and that process cannot be served upon him within this State; and it further appearing by the complaint herein and the affidavits annexed

thereto that one S. George Gilson, an attorney of the State of Nevada, is attorney for the defendant herein in a proceeding brought by said defendant for the purpose of obtaining a divorce from the plaintiff herein in the State of Nevada;

It is thereupon, on this 9th day of June, 1953,

ORDERED that the said Philip P. Parkinson be deemed and taken to be an absent defendant, and that he appear and answer the plaintiff's complaint on or before the 28th day of August next and that in case he shall not so appear and answer the plaintiff's complaint within the time hereinbefore limited, plaintiff's complaint be taken as confessed against the said Philip P.Parkinson, and that in case of such default, such judgment may be made against him as the Court may deem just and equitable.

And it is further ORDERED, that the notice prescribed by law and the rules of the Superior Court in the case of absent defendants, addressed to the said Philip P. Parkinson, shall be given to the said Philip P. Parkinson by serving the same upon him personally, or by publishing the same four times in the Newark Evening News, one of the public newspaper printed in the City of Newark, County of Essex and State of New Jersey, during four consecutive calendar weeks at least once in every week, the first publication to be within20 days from the date hereof, and that in case of such publication, a copy of said notice and of the complaint addressed to the said Philip P. Parkinson, be mailed, prepaid, prior to the last publication of the notice, directed to him at 744 Broad Street, Newark, New Jersey, the place where he usually received mail.

And it is further ORDERED, that a copy of said notice shall be given to S. George Gilson, defendant's attorney in the State of Nevada, as hereinbefore stated, by mailing to said S. George Gilson said copy addressed to the office of said attorney, located at 223 Fremont Street, Las Vegas, Nevada, prior to the last publication of said notice.

S/C Thomas Schettino
J.S.C.

I hereby certify that the foregoing is a true copy of the original on file in my office.

I. GRANT SCOTT
Clerk

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. M-4515-52

ELEANOR M. PARKINSON,	:	
Plaintiff,	:	CIVIL ACTION
-vs-	:	AFFIDAVIT OF MAILING
PHILIP P. PARKINSON,	:	
Defendant.	:	

- -

STATE OF NEW JERSEY :
: SS.
COUNTY OF ESSEX :

ELEANOR YOSKALKA, of fullage, being first duly sworn on her oath, according to law, deposes and says:

1. I am a secretary employed by the law firm of Greene and Hellring, attorneys for the plaintiff in the above entitled action.

2. On Wednesday, July 1, 1953, at about 5:00 P.M. in the afternoon, I mailed, by registered mail, return receipt requested, copies of the order of publication, notice published in the Newark Evening News, the complaint and amendments thereto, addressed to Philip P. Parkinson, c/o George Gilson, Esq., 223 Fremont Street, Las Vegas, Nevada. Copies of said papers likewise were sent by registered mail by me on the same day, return receipt requested, to Philip P. Parkinson, 744 Broad Street, Newark 2, New Jersey, and to S. GeorgeGilson, Esq., 223 Fremont Street, Las Vegas, Nevada.

/s/ Eleanor Yoskalka
Eleanor Yoskalka

Sworn to and subscribed
before me this 3rd day
of July, 1953.

/s/ Isidor Kalisch
Isidor Kalisch
An Attorney At Law of N.J.

I hereby certify that the foregoing is a true copy of the original on file in my office.

I. GRANT SCOTT
Clerk

STATE OF NEW JERSEY :
: SS:
COUNTY OF ESSEX :

JOSEPHINE DUFFY, of full age, being duly sworn according to law, under oath says, that affiant is a clerk in the office of The Evening News Publishing Company, and that a notice, of which the annexed is a true copy, was published in The "Newark Evening News", public newspapers, printed and published in the English language, in Newark, and circulating in the County of Essex and all other counties of the State of New Jersey, in the following dates:

June 16-23-30, 1953
July 7, 1953

/s/ Josephine Duffy

Sworn and subscribed to
before me this 7th day
of July, 1953.

/s/ William Miller
A Notary Public of New Jersey.
William Miller

I hereby certify that the foregoing is
a true copy of the original on file in
my office.

I. GRANT SCOTT
Clerk

STATE OF NEW JERSEY - To Philip P. Parkinson, defendant:

You are hereby summoned and required to serve upon Greene & Hellring, plaintiff's attorneys, whose address is 1180 Raymond Boulevard, Newark 2, New Jersey, an answer to the complaint filed in a civil action, in which Eleanor M. Parkinson is plaintiff and Philip P. Parkinson is defendant, pending in the Superior Court of New Jersey within 35 days after July 7, 1953, exclusive of such date. If you fail so to do, the relief demanded in the complaint will be taken against you by default.

The object of said suit is to obtain a declaratory judgment of invalidity of a Nevada divorce decree obtained by defendant against the plaintiff.

GREENE & HELLRING
1180 Raymond Boulevard,
Newark 2, New Jersey.
Attorneys for Plaintiff.

($30.00
(L.S.)

I hereby certify that the foregoing is
a true copy of the original on file in
my office.

I. GRANT SCOTT
Clerk

SUPERIORCOURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. M-4515-52

ELEANOR M. PARKINSON, Plaintiff,	:	
	:	CIVIL ACTION
- vs.-	:	AFFIDAVIT
	:	
PHILIP P. PARKINSON, Defendant.	:	

- -

STATE OF NEW JERSEY :
: SS
COUNTY OF ESSEX :

PHILIP LINDEMAN, II, of full age, being first duly sworn on his oath, according to law, deposes and says:-

1. I am an attorney at law of New Jersey, associated with the law firm of Greene and Hellring, Esqs., attorneys for the plaintiff in the above captioned matter, and fully familiar with said matter.

2. On the 9th day of June, 1953, the Court duly entered an order for publication in this civil action, directing the defendant to answer the complaint on or before the 28th day of August, 1953.

Notice of said order has been duly published in accordance with the rules of civil practice of this Court, as appears from the proof thereof already filed.

3. The time within which the defendant may answer or otherwise move or defend as to the complaint has expired, and such time has not been extended.

4, The said defendant has not answer or otherwise moved or defended.

5. The request for the entry of default and this supporting affidavit are being made within six months from the date of the actual default of the defendant.

/s/ Philip Lindeman, II
PHILIP LINDEMAN, II

Sworn and subscribed to
before me this 4th day
of September, 1953.

s/Joseph Brody
Joseph Brody
Attorney at Law of N.J.

I hereby certify that the foregoing is
a true copy of the original on file in
my office.

I. GRANT SCOTT
Clerk

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. M-4515-52

ELEANOR M. PARKINSON, :
Plaintiff, :
-vs- :
PHILIP P. PARKINSON, :
Defendant. :

Civil Action

AFFIDAVIT

STATE OF NEW JERSEY :
SS
COUNTY OF ESSEX :

ELEANOR M.PARKINSON, of full age, being duly sworn according to law, upon her oath deposes and says:-

1. I am the plaintiff in the above entitled action.

2. Philip P.Parkinson,my husband and the defendant in this cause, is 49 years of age. He is not a member of the Armed Services of the United States or of any other country.

/s/ Eleanor M. Parkinson
ELEANOR M. PARKINSON

Sworn and subscribed to before me this
4th day of September, 1953.

/s/ Maureen Greene
Maureen Greene
A Notary Public of N.J.

(SEAL)

I hereby certify that the foregoing is
a true copy of the original on file in
my office.

I. GRANT SCOTT
Clerk

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. M-4515-52

ELEANOR M. PARKINSON, :
Plaintiff, :
-vs- :
PHILIP P. PARKINSON, :
Defendant. :

Civil Action

APPLICATION FOR ENTRY
OF DEFAULT

TO: I. GRANT SCOTT, ESQ.,
CLERK OF THE SUPERIOR COURT OF NEW JERSEY

PLEASE ENTER the default of the defendant herein for failure to plead or otherwise defend as provided in the order for publication entered in this civil action on the 9th day of June, 1953, and by the Rules of Civil Practice of the Superior Court.

GREENE & HELLRING
Attorneys for Plaintiff

By: s/BERNARD HELLRING
Bernard Hellring
Partner

Dated: Sept. 4, 1953

I hereby certify that the foregoing is a true copy of the original on file in my office.

I. GRANT SCOTT
Clerk

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. M-4515-52

ELEANOR M. PARKINSON,	:	
Plaintiff,	:	
-vs.-	:	CIVIL ACTION
PHILIP P. PARKINSON,	:	FINAL JUDGMENT
Defendant.	:	

This matter having come on for final hearing before the Court without a jury, and the Court having heard and considered the testimony in evidence submitted on behalf of the plaintiff, the defendant not having appeared herein, and being of the opinion that the plaintiff is entitled to the relief demanded in the complaint,

It is, on this 9th day of December, 1953, ADJUDGED AND DECLARED

1. That a decree of divorce obtained by the defendant herein on the 10th day of April, 1953 in the Eighth Judicial District Court of the State of Nevada shall be of no force and effect in the State of New Jersey.

2. That the plaintiff herein is still the lawful wife of the defendant herein.

3. That the defendant herein is enjoined and restrained from setting up the said Nevada Divorce decree or making use of the same in any manner or matter in this or any other jurisdiction to defeat or affect the marital rights of the plaintiff herein.

/s/ J. Edward Knight
J.S.C.

Seal's Place

I, I. GRANT SCOTT, Clerk of the Superior Court of New Jersey, the same being a Court of Record, do hereby certify that the foregoing is a true copy of the Final Judgment now on the files of my office

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Trenton, his 7th, day of April Nineteen Hundred and fifty-four.

I. GRANT SCOTT Clerk

Seal

I, I. GRANT SCOTT, Clerk of the Superior Court of New Jersey, the same being a Court of Record, do hereby certify that the foregoing is a true copy of The Entire Proceedings filed during the year 1953 in the cause wherein Eleanor M. Parkinson is Plaintiff; and Philip P. Parkinson is defendant, now on the files of my office.

Seal of said Court,

In TESTIMONY WHEREOF, I have hereto set my hand and affixed the at Trenton, this twenty-eighth day of April nineteen hundred and fifty-four.

I. GRANT SCOTT
Clerk

I, C. THOMAS SCHETTINO, Judge of the Superior Court of New Jersey, do hereby certify that I. Grant Scott, whose name is subscribed to the above certificate, was, at the date thereof, and now is, the Clerk of the Superior Court of New Jersey, that said attestation is in due form, that the seal thereto annexed is the seal of said Court, and that the signature of the said I. Grant Scott is in his own proper handwriting.

WITNESS my hand at the City of Trenton, this 28th day of April, nineteen hundred and fifty-four.

C. THOMAS SCHETTINO
Judge

Filed May 21, 1954

MEMORANDUM
Filed July 16, 1954

ELEANOR M. PARKINSON	)	IN THE CIRCUIT COURT FOR
	)	QUEEN ANNE'S COUNTY
vs.	)	IN EQUITY
	)	
PHILIP P. PARKINSON, et al.	)	No. 3914

MEMORANDUM

This is a suit for permanent alimony and other relief. Briefly, among other things, the bill alleges that the plaintiff and Philip P. Parkinson, one of the defendants, are husband and wife, having been married in the State of New Jersey in 1926, and resided there together until January 1st, 1952, when the husband abandoned and deserted the wife and removed his domicil to Maryland. The bill further alleges that after established a residence in this State the husband went to the State of Nevada for the purpose of procuring a divorce and did so by securing a decree, and thereafter did apply for a license in said State of Nevada to marry Jean S. Matthews or Nolon, the other defendant, with whom he is presently living in adultery in Queen Anne's County, Maryland, having returned to this State from Nevada almost immediately after securing the alleged decree of divorce.

The defendants demurred to the bill on several grounds, but principally because this Court is without jurisdiction to award either preliminary or permanent alimony, and because some of the exhibits were not in order.

Originally it is perhaps true that some of the exhibits were not in order, but inasmuch as proper exhibits are now filed herein, this objection is not now important, and will not be considered further.

The important question is whether or not this Court has jurisdiction to award alimony. For the purpose of this preliminary ruling the demurrer admits the facts alleged in the bill to be true. In view of the alleged facts there is no doubt that the wife, though domiciled in New Jersey, has a right to sue her husband, residing in Maryland, for separate support and mainenance or alimony provided grounds for divorce exist. Furthermore, this Court believes that it is abundantly clear that the husband, having secured a divorce in Nevada without having established a bona fide residence there, this State is not bound to give full faith and credit to the Nevada decree. The almost immediate return of the husband to Maryland after securing the so-called "tourist divorce" in Nevada, is at this stage, sufficient to show that he had no intention of establishing a residence in Nevada other than for the purpose of securing a divorce and marrying Jean S. Matthews or Nolan. Epstein vs. Epstein, 193 Md. 164; Walker vs. Walker, 125 Md. 649.

While it is true that only the State of New Jersey and Maryland have ever had power to affect the marital status of the plaintiff and her husband inasmuch as the latter did not, as has been said before, establish a bona fide residence in Nevada, the fact that the State of New Jersey has since the so-called Nevada divorce declared that divorce invalid for lack of jurisdiction, has no bearing on what this Court may or may not do. In other words, this State may, without regard to the action taken in New Jersey, decide independently whether or not the Nevada divorce is invalid. It is invalid because Philip P. Parkinson perpetrated a fraud in the Nevada Court.

For the reasons assigned the demurrer must be overruled, with leave to the defendants to plead within the time fixed by the rule.

Wm. R. HORNEY
Judge.

Filed July 16, 1954

RESPONDENT'S ANSWERS.
Filed July 31, 1954

ELEANOR M. PARKINSON,	IN THE CIRCUIT COURT
	FOR
VS.	
PHILIP P. PARKINSON, ET AL.,	QUEEN ANNE'S COUNTY,
	IN EQUITY.
	Chancery No. 3914.

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The ANSWER of Philip P. Parkinson and Jean S. Parkinson, his wife, to the Bill of Complaint of Eleanor M.Parkinson against them in this Court exhibited, and to the show cause order filed in this Cause:

1. Philip P. Parkinson admits the matters set forth in Paragraph 1 of the Bill. Jean S. Parkinson has no knowledge of such matters.

2. Philip P. Parkinson denies the matters in Paragraph 2 of the Bill. Jean S. Parkinson has no knowledge of such matters.

3. Philip P. Parkinson admits the matters in Paragraph 3 of the Bill. Jean S. Parkinson has no knowledge of such matters.

4. Philip P. Parkinson denies the matters in Paragrph 4 of the Bill. Jean S.Parkinson denies the matters in Paragraph 4 of the Bill.

5. Philip P. Parkinson denies the matters in Paragraph 5 of the Bill. Jean S. Parkinson has no knowledge of such matters.

6. Philip P. Parkinson denies the matters of Paragraph 6 of the Bill. Jean S. Parkinson denies the matters of Paragraph 6 of the Bill.

7. Philip P. Parkinson and Jean S.Parkinson, his wife, deny the matters of Paragraph 7 of the Bill.

8. Philip P. Parkinson and Jean S. Parkinson, his wife, deny the matters in Paragraph 8 of the Bill.

9. Philip P. Parkinson and Jean S. Parkinson, his wife, deny the matters in Paragraph 9 of the Bill.

10. Philip P. Parkinson and Jean S. Parkinson, his wife, deny the matters in Paragraph 10 of the Bill.

11. Philip P. Parkinson and Jean S.Parkinson, his wife, deny the matters in Paragraph 11 of the Bill. Your Respondents state that they were legally married in the State of Nevada and are now man and wife.

12. Philip P. Parkinson and Jean S. Parkinson, his wife, deny the matters in Paragraph 12 of the Bill. Your Respondents state that the divorce decree in the State of Nevada is valid and is of full legal affect in every State of the United States of America, and that he is not married to Eleanor M. Parkinson.

13. Your respondents deny the matters in Paragraph 13 of the Bill; and state they are legally married and are legally man and wife.

14. Your respondents admit the matters in Paragraph 14 of the Bill.

15. Your respondents admit the matters in Paragraph 15 of the Bill.

16. Your respondents deny the matters in Paragraph 16 of the Bill.

17. Your respondents deny the matters in Paragraph 17 of the Bill.

18. Your respondents deny the matters in Paragraph 18 of the Bill.

19. Your respondents deny the matters in Paragraph 19 of the Bill.

20. Your respondents deny the matters in Paragraph 20 of the Bill, except to state that they did execute two mortgages to Mrs. Anna H. Rhodes on the farm to raise money for current expenses only, and to improve the farm.

21. Your respondents in answering Paragraph 21 state they are man and wife, legally married, but deny any other inference or allegations therein to the contrary.

Your Respondents having answered in the premises pray to be dismissed with their costs.

JOHN PALMER SMITH
Solicitor for Respondents.

I hereby certify, that I left a copy of the aforegoing answer in the office of James Elmer Thompson, Jr., and Howard Wood, III, respectively, this 30th day of July, 1954.

JOHN PALMER SMITH
John Palmer Smith.

Filed July 30, 1954

SUPPLEMENTARY ANSWER
Filed July 30, 1954

ELEANOR M. PARKINSON,

VS.

PHILIP P. PARKINSON,
ET AL.,

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
CHANCERY NO. 3914.

*****

SUPPLEMENTARY ANSWER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Philip P. Parkinson to the show cause order passed in this cause, respectfully represents:

1. Your respondent states that since the first of March, 1954, he has had no source of income from the farm owned by himself and his wife, Jean S. Parkinson, nor has he had any source of income from any salary or wages, and he has been unable to even pay the taxes on said farm for the year 1953; and that the only source of income he has had has been approximately the sum of $275.00 from some rents; and his wife, Jean S. Parkinson, has been working for wages in Baltimore trying to raise some money for current food expenses; that he is out of work and has been unable to obtain any work, and he has no farm implements with which to till the farm, and has been unable to get anyone to till or rent the farm; that he did have a tractor on said farm, but was unable to meet the instalment payments and said tractor was re-possessed.

Wherefore, denying all liability unto Eleanor M. Parkinson, his former wife, he is unable to pay any alimony of any kind to anyone, and he is unable to pay any fees to any solicitor either for himself or for his former wife.

JOHN PALMER SMITH
John Palmer Smith
Solicitor for Philip P. Parkinson.

I hereby certify, that I left a copy of the foregoing Supplementary Answer in the office of James Elmer Thompson, Jr., and Howard Wood, III, Centreville, Maryland, this 30th day of July, 1954.

JOHN PALMER SMITH
JOHN PALMER SMITH

Filed July 30, 1954

PETITION
Filed July 31, 1954

ELEANOR M. PARKINSON	)	In the Circuit Court for
	)	Queen Anne's County
VS.	)	in Equity.
	)	
PHILIP P. PARKINSON, et. al.	)	No. 3914

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Eleanor M. Parkinson, by Howard Wood, 3rd, and James E. Thompson, Jr., her attorneys, respectfully represent unto your Honors:

1. That this Honorable Court by order dated March 12, 1954, ordered the respondent, Philip P. Parkinson, to pay the sum of One Hundred Dollars ($100.00) as preliminary counsel fee for the solicitors of the complainant, and to further pay the sum of Twenty Dollars ($20.00) per week, during the continuance of this suit, to the complainant as alimony pendente lite, accounting from the 13th day of March, 1954, the first of said weekly payments to be made upon the 20th day of March, 1954, unless cause to the contrary be shown on or before the 2nd day of April 1954.

2. That the respondent, Philip P. Parkinson, failed to comply with the show cause order on or before the 2nd day of April, 1954, at which time the order for alimony pendente lite and counsel fee became final.

3. That the said Philip P. Parkinson has failed and refused to pay the $100.00 preliminary counsel fee and has also failed and refused to make any of said weekly payments of $20.00 each to complainant.

4. That on July 31st, 1954, the said Philip P. Parkinson will be in arrears on said payments for a period of 20 weeks in the amount of $400.00 plus the $100.00 preliminary counsel fees, making a total of $500.00 due and owing by the respondent.

5. That on July 27, 1954, your petitioner, through her said attorneys, made written demand on the respondent, through his attorney, John Palmer Smith, for the payment of said sum of $500.00 on or before July 31st, 1954. And on July 29th, 1954, John Palmer Smith, attorney for Philip P. Parkinson, advised that Philip P. Parkinson refused to make said payments, and would not make said payments pending the outcome of instant suit.

To the End Therefore:

1. That this Honorable Court by its proper Order may require the said Respondent to show cause, if any he has, on or before a certain date to be named therein, why he should not be judged in contempt for his failure to obey the said order of this Honorable Court passed on March 12, 1954, and why his property should not be sequestered.

2. That your petitioner may have such other and further relief as her case may require.

And as in duty bound,

HOWARD WOOD, 3rd

JAMES E. THOMPSON JR.
Attorneys for Petitioner

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

I Hereby Certify, that on this 31st day of July, 1954, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, 3rd, and James E. Thompson, Jr., Attorneys for the Petitioner, and made oath in due form of law that the matters and facts set forth in the aforegoing PETITION are true as therein set forth to the best of their knowledge and belief.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County.

Filed July 31, 1954

ORDER

The aforegoing Petition and affidavit having been read and considered, it is thereupon, this 31st day of July, 1954, ORDERED, that the Respondent, Philip P. Parkinson, be and he is hereby required to show cause, if any he may have, on or before the 20th day of August, 1954, why he should not be adjudged in contempt of this Court and his property be sequestered for his failure to obey the order of this Court passed in this Cause on the 12th day of March, 1954, provided that a copy of said Petition, Affidavit and this Order be served on the Respondents on or before the 5th day of August, 1954.

Wm. R. HORNEY
Judge

Filed July 31, 1954

PETITION
FILED Aug. 2, 1954

ELEANOR M. PARKINSON	)	In the Circuit Court for
	)	Queen Anne's County
VS.	)	in Equity.
	)	
PHILIP P. PARKINSON, et al.	)	No. 3914

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Eleanor M. Parkinson, by Howard Wood, 3rd, and James E. Thompson, Jr., her attorneys, respectfully represent unto your Honors:

1. That this Honorable Court by order dated March 12, 1954, ordered the respondent, Philip P. Parkinson, to pay the sum of One Hundred Dollars ($100.00) as preliminary counsel fee for the solicitors of the complainant, and to further pay the sum of Twenty Dollars ($20.00) per week, during the continuance of this suit, to the complainant as alimony pendente lite, accounting from the 13th day of March, 1954, the first of said weekly payments to be made upon the 20th day of March, 1954, unless cause to the contrary be shown on or before the 2nd day of April 1954.

2. That the respondent, Philip P. Parkinson, failed to comply with the show cause order on or before the 2nd day of April, 1954, at which time the order for alimony pendente lite and counsel fee became final.

3. That the said Philip P. Parkinson has failed and refused to pay the $100.00 preliminary counsel fee and has also failed and refused to make any of said weekly payments of $20.00 each to complainant.

4. That on July 31st, 1954, the said Philip P. Parkinson will be in arrears on said payments for a period of 20 weeks in the amount of $400.00 plus the $100.00 preliminary counsel fees, making a total of $500.00 due and owing by the respondent.

5. That on July 27, 1954, your petitioner, through her said attorneys, made written demand on the respondent, through his attorney, John Palmer Smith, for the payment of said sum of $500.00 on or before July 31st, 1954. And on July 29th, 1954, John Palmer Smith, attorney for Philip P. Parkinson, advised that Philip P. Parkinson refused to make said payments, and would not make said payments pending the outcome of instant suit.

To The End Therefore:

1. That this Honorable Court by its proper Order may require the said Respondent to show cause, if any he has, on or before a certain date to be named therein, why he should not be judged in contempt for his failure to obey the said order of this Honorable Court passed on March 12, 1954, and why his property should not be sequestered.

2. That your petitioner may have such other and further relief as her case may require.

And as in duty bound,

Howard Wood, 3rd.

James E. Thompson Jr.
Attorneys for Petitioner.

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

I Hereby Certify, that on this 31 day of July, 1954, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, 3rd, and James E. Thompson, Jr., Attorneys for the Petitioner, and made oath in due form of law that the matters and facts set forth in the aforegoing PETITION are true as therein set forth to the best of their knowledge and belief.

T. Sorden Pippin
Clerk of the Circuit Court for
Queen Anne's County

Filed July 31, 1954

ORDER

The aforegoing Petition and affidavit having been read and considered, it is thereupon, this 31st day of July, 1954, ORDERED, that the Respondent, Philip P. Parkinson, be and he is hereby required to show cause, if any he may have, on or before the 20th. day of August, 1954, whey he should not be adjudged in contempt of this Court and his property be sequestered for his failure to obey the order of this Court passed in this Cause on the 12th day of March, 1954, provided that a copy of said Petition, Affidavit and this Order be served on the Respondents on or before the 5th. day of August, 1954.

WM. R. HORNEY
Judge

Filed July 31, 1954

True Copy

Test: T. SORDEN PIPPIN Clerk

Eleanor M. Parkinson

vs.

Philip P. Parkinson

In the Circuit Court for Queen Anne's County

No.

Judgment

Int. from

Costs

Credits

Recorded in Liber_____folio_____.

Mr. T.S. Pippin
Clerk of the Circuit Court for Queen Anne's County.

You will please enter the appearance of Vachel A. Downes Jr for the Defendant.

VACHEL A. DOWNES Jr.
Attorney for

Filed Aug. 19, 1954

ELEANOR M. PARKINSON	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
PHILIP P. PARKINSON, et. al.	*	No. 3914

****

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Philip P. Parkinson, by John Palmer Smith and Vacehl A. Downes, Jr., his solicitors, to the Petition and Show Cause Order heretofore filed in this cause on the 31st day of July, 1954 unto your Honors respectfully represents:

1. That by Show Cause Order passed by this Court on the 31st day of July, 1954, upon the petition of the Complainant, your Respondent was required to show cause on or before the 20th day of August, 1954, why he should not be adjudged in contempt of this Court and his property be sequestered for failure to obey an order of this Court passed in this cause on the 12th day of March, 1954.

2. That the Order of this Honorable Court passed on the 12th day of March,

1954, ordered your Respondent to pay the sum of One Hundred Dollars ($100.00) as preliminary counsel fee for the solicitors of the complainant and to pay the sum of Twenty Dollars ($20.00) a week during the continuance of this suit to the complainant as alimony pendente lite commencing from the 13th day of March, 1954, which payments your respondent has not made.

3. That your Respondent is destitute and without funds to make the payments aforesaid either for preliminary counsel fee or for alimony pendente lite.

4. That your Respondent is at present unemployed and has been enemployed for over six months despite repeated attempts, both in this State and in the State of Delaware, to secure employment, and that by virtue of his said unemployment, has, on the date of the filing of this Answer, but the cash sum of Three Dollars ($3.00) in his possession.

5. That your respondent has been, is, and will continue to seek employment and intends and will pay unto the complainant the sums due her and unto her solicitors the sum due them, as soon as he is able, there being no intent on the part of your respondent to deliberately ignore or disobey or fail to comply with the order of this Honorable Court, dated the 12th day of March, 1954.

Respectfully submitted,

VACHEL A. DOWNES JR.
Attorney for Respondent

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

I hereby certify that on this 19th day of August, 1954, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Vachel A. Downes, Jr., one of the solicitors for the respondent, and made oath in due form of law that the matters and facts set forth in the aforegoing Answer are true and correct as therein set forth to the best of his knowledge, information and belief.

T. SORDEN PIPPIN
Clerk

Copy served on Howard Wood, III and James E. Thompson, Jr., attorneys for complainant, this 19th day of August, 1954, by leave a copy of same at their respective law office in Centreville, Maryland

VACHEL A. DOWNES JR.

Filed Aug. 19, 1954

ELEANOR M. PARKINSON	)	In the Circuit Court for
	)	Queen Anne's County
VS.	)	in Equity.
	)	
PHILIP P. PARKINSON, et al.	)	No. 3914

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Eleanor M. Parkinson, by James E. Thompson, Jr. and Howard Wood, 3rd, her attorneys, unto your Honors, respectfully shows:

1. That Plaintiff desires to take the depositions of the defendants upon oral examination under Rule 5 of the General Rules of Practice and Procedure, on November 15, 1954, at 1:30 P.M., at the office of Gibson and Wood, Centreville, Maryland, before Richard T. Earle, Examiner of this Court.

2. That plaintiff's rights in this cause depend to a large extent upon the ability of the defendant, Philip P. Parkinson, to pay for her support; and that most of the facts relevant to the determination of such ability to pay are peculiarly within the knowledge of the defendants.

Wherefore, your petitioner prays your Honors to order the issuance of a subpoena commanding the defendants to produce such of the following documents as are within their or either of their possession, custody or control or which they can obtain from other persons or corporations for temporary use at the taking of the depositions: Certified copies of all United States income and gift tax returns filed by each of the defendants and by Nolon Company, a body corporate of New Jersey, for each of the four taxable years last past; a memorandum, certified by a corporate officer other than the defendants, showing present ownership of all stock of Nolon Corporation and all facts relating to stock transfers as disclosed by the corporate records which occurred within the past five years; all of the bank statements, cancelled checks, check stubs, deposit books, (including savings deposit books), duplicate deposit slips, all books of account, financial records (including without limitation balance sheets and income statements) of the defendants and of each of them, and of Nolon Company, covering the past five years;

JAMES E. THOMPSON JR.
(James E. Thompson, Jr.)

HOWARD WOOD, 3rd
(Howard Wood, 3rd)

Filed Oct. 16, 1954

ORDER OF COURT

Upon the aforegoing petition IT IS ORDERED, this 20th day of October, 1954, by the Circuit Court for Queen Anne's County in Equity, that the prayer of the plaintiff is hereby granted, and the Clerk of this Court is directed to issue subpoenas duces tecum as prayed.

Wm. R. HORNEY
Judge.

Filed Oct. 20, 1954

Subpoena Duces Tecum
Filed Nov. 1, 1954

(Subpoena Duces Tecum.)

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

THE STATE OF MARYLAND

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon Philip P. Parkinson and Jean S. Matthews (also known as Jean S. Nolan) that all excuses and delays be set apart, they and appear before Richard T. Earle, Examiner at office of Gibson & Wood at Centreville on November 15, 1954 at 1:30 P.M. and that they then and there bring with them and produce at the time and place aforesaid, such of the following documents as are within their or either of their possession, custody or control or which they can obtain from other persons or corporations for temporary use at the taking of the depositions; Certified copies of all United States income and gift tax returns filed by each of the defendants and by Nolon Company, a body corporate of New Jersey, for each of the four taxable years last past; a memorandum, certified by a corporate officer other than the defendants, showing present ownership of all stock of Nolon Corporation and all facts relating to stock transfers as disclosed by the corporate records which occurred within the past five and then and there to testify and show all and singular those things which they know or the said documents doth import of and concerning a certain matter of controversy in the said Court depending between Eleanor M. Parkinson Plaintiff, and Philip P. Parkinson, et al. Defendant, on the part of the Plaintiff hereof fail not at your peril, and have you then and there this writ.

Witness, the Honorable Wm. R. Horney Chief Judge of the Second Judicial Circuit of Maryland, the 6th day of September 1954 Issued the 20th day of October in the year 1954.

T. SORDEN PIPPIN Clerk

Attorneys for Plaintiff
Gibson & Wood
James E. Thompson, Jr.
Centreville, Md.

ELEANOR M. PARKINSON	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY - IN EQUITY No. 3914
VS	)	
PHILIP P. PARKINSON, et. al.	)	

* * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Complainant, Eleanor M. Parkinson, by her attorneys, Howard Wood, III and James E. Thompson, Jr., moves the Court under Rule 7 (3) of the Rules of Discovery to strike out all pleadings of the Defendants filed in said Cause and to take the Bill Pro Confesso against said Defendants and for reason therefor say:

1. That by order of this Honorable Court date the 20th day of October, 1954, duly served on the Defendants, said Defendants were to appear at the law office of Gibson and Wood, Centreville, Maryland, on Monday, November 15, 1954 at 1:30 P.M. with certain of their records and submit to oral examination.

2. That said Defendants failed to appear as ordered and have failed to give any explanation therefor.

HOWARD WOOD, 3rd
Howard Wood III

JAMES E. THOMPSON JR.
James E. Thompson Jr.

Filed Nov. 17, 1954

ORDER

Upon the aforegoing motion, IT IS ORDERED, this 19th day of November, 1954, by the Circuit Court for Queen Anne's County, in Equity, that the Motion of the Complainant be granted by striking from the record all pleadings of the Defendants heretofore filed in this Cause and that the Bill of Complaint be taken Pro Confesso against said Defendants, but because it does not certainly appear to what relief the Complainant is entitled, it is further ADJUDGED, ORDERED and DECREED, by this Court, that leave

be and the same is hereby given unto the Complainant to take testimony before one of the standing examiners of this Court to support the allegations of the Bill.

Wm. R. HORNEY
Judge

I HEREBY CERTIFY that a copy of the aforegoing motion was served on John Palmer Smith, attorney for Defendants, by leaving a copy of the same at his law office in Centreville, Maryland, this 17th day of November 1954.

JAMES E. THOMPSON JR.
James E. Thompson Jr.

Filed Nov. 19, 1954

DEPOSITIONS
Filed Jan. 25, 1955

ELEANOR M. PARKINSON	)	
vs.	)	In the Circuit Court for Queen Anne's County in Equity.
PHILIP P. PARKINSON and JEAN S. MATTHEWS(also known as Jean S. Nolan).	)	Cause No. 3914

DEPOSITIONS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Richard T. Earle, one of the standing Examiners of this Court, reports to your Honors, that having been notified by Howard Wood, 3rd, one of the attorneys for the Plaintiff, that the Plaintiff desired to take depositions in support of her Bill of Complaint, The undersigned attended at the office of Gibson and Wood, Centreville, Maryland, at 1:30 P.M., on the 17th day of January, 1955, there being present Howard Wood, 3rd, and James E. Thompson, Jr., attorneys for the plaintiff, Eleanor M. Parkinson, for plaintiff, Charles B. Thompson, Vera M. Bures and Ruth H. Gray, three witnesses for the plaintiff, and Caroline T. Wilson. The undersigned, having sworn Miss Wilson as stenographer, thereupon heard the following depositions, each witness being duly sworn. Thereafter, upon similar notice, the undersigned attended at the same place at 3 P.M., on the 19th day of January, 1955, there being present Walter I. Lindsay, a witness for the plaintiff, Mr. Wood and Miss Wilson, and Miss Wilson being sworn as stenographer, the undersigned did hear the following deposition of Walter I. Lindsay, he being duly sworn as a witness.

Respectfully submitted,

RICHARD T. EARLE
Examiner

CERTIFICATE

This is to Certify, That John Palmer Smith, Esq., attorney for the Defendants, having been notified of Plaintiff's intention to take depositions at the above mentioned time and place in accordance with the rules of Court, did waive the right to attend said hearings on behalf of the Defendants and did waive the right to attend himself, as their attorney.

HOWARD WOOD, 3rd
One of the attorneys for the Plaintiff

The first witness on the part of the Plaintiff, was the Plaintiff, who, first being duly sworn, did depose and say:

By Mr. Wood:

Q. Please state your name, address and occupation, if any.

A. My name is Eleanor M. Parkinson, 306 Montclair Avenue, Newark, New Jersey.

Q. Are you the plaintiff in this case?

A. Yes.

Q. Do you have an occupation?

A. I keep house for my mother and have had two small summer jobs, but I am unable to get a regular job on account of my eyes. I have very bad eyes.

Q. Mrs. Parkinson, on what date were you married?

A. January 5, 1926.

Q. Mrs. Parkinson, you have there in your hand a certified statement of your marriage. Is it correct?

A. It is correct. (The statement was then marked by the Examiner.)

Q. Where did you live after your marriage?

A. We lived with my mother and father most of the time. We always lived in Newark.

Q. Did you live in Newark or vicinity for the whole duration of your marriage?

A. Yes.

Q. In what County in that, please.

A. Essex County.

Q. Is it a fact that you resided in Essex County for more than five years before January, 1952?

A. Yes.

Q. Were there any children of your marriage?

A. Yes, one son, Herbert S. Parkinson.

Q. Is he supporting himself? How old is he?

A. Yes, he is supporting himself. He is 28 years old.

Q. Was your marriage harmonious, or not?

A. Yes, I had no idea of anything like this.

Q. By "anything like this", do you mean your desertion?

A. Yes, He just walked out on New Years day of 1952.

Q. Will you describe your own conduct towards your husband. I mean, any conduct for which you could be reproached.

A. The only thing I can think of is I took a cocktail occasionally and my husband never took a drink. He didn't drink or smoke. He was always against drinking. I don't know whether it had to do with his father or not, but he was definitely against drinking.

Q. Did you do anthing or say anything which you feel would have caused him to desert you or justify him?

A. No, I had no idea of it, but I think he must have been planning it for quite a while.

Q. Were you or not affectionate to your husband during this time?

A. Yes, I was.

Q. Has your husband returned to see you since he left you?

A. No, He ran away from me once. I saw him getting into his car he drove off. The first week after he left he still had his office and I waited there a couple of hours but he never appeared.

Q. When was that?

A. Right after he left. He moved out of that office after a week. No one I knew saw him. He avoided seeing anyone at that time and I haven't seen him since. He refuses to see his son.

Q. Will you describe any support since he left you.

A. He sent $20.00 a week for about eight months.

Q. Where did he mail it from?

A. Newark.

Q. Did he communicate with you in any way except to send the money?

A. No.

Q. Have you any idea where he was during this period?

A. Ho, he didn't even take his clothes when he left.

Q. Did you eventually receive some divorce papers from the State of Nevada?

A. Yes.

Q. Did you answer them?

A. No.

Q. Did you employ counsel in Nevada?

A. No.

Q. Please state what your present income is and give sources of it.

A. I have no income, ecept I made $305.00 last summer when I was working.

Q. What assets have you?

A. None

Q. Can you state what, if any, assets your husband has at the present time?

A. He has a building on South 12th Street in Newark.

Q. At what figure would you value this building?

A. I guess about $12,000.00.

Q. What other assets, if any, has your husband now?

A. I do not know, other than the farm here in Queen Anne's County. He used to have a farm in Chester, New Jersey.

Q. Do you know what price he got for it?

A. No, they couldn't find out about that.

Q. Do you know what he did with the money from that sale?

A. No.

Q. How old is your husband?

A. 50 years old.

Q. And what is his profession?

A. He has had so many that I wouldn't want to say exactly.

Q. Has he any specialized training?

A. No, he didn't graduate from any college. He did engineering, contracting and consulting work. He built quite a few buildings in New Jersey at one time or another.

Q. Are you familiar with the company known as the Nolon Company?

A. Yes.

Q. Who owns that company?

A. Mr. Parkinson.

Q. Is he the sole owner that you know of?

A. Yes.

Q. Has your husband any desposits in Newark banks that you knew of?

A. No he drew it all out.

Q. About what date?

A. I don't remember exactly, now, but about the first part of 1953. He drew it out before he went to Nevada.

Q. About a year after he left you, perhaps?

A. Yes.

Q. Did you know Jean S. Matthews?

A. I never heard of her.

Q. You didn't know Jean S. Matthews?

A. No, I never heard of her.

Q. Did you know Jean S. Nolan?

A. No. If I ever heard my husband speak of anyone named Jean, I thought it was a man.

Q. Have you any knowledge of your husband's place of residence after you received the papers from Nevada?

A. No.

Q. What efforts did you make to find out where your husband was?

A. I hired a lawyer and he looked for him. The lawyer hired a detective to look for him out there.

Q. Was this before or after the Nevada divorcepapers reached you?

A. It was after.

Q. Where did they look for him?

A. They looked for him in Nevada and looked for him in California.

Q. Did they find him there?

A. No.

Q. Is the building on 12th Street in Newark, New Jersey, occupied?

A. Yes, it was occupied.

Q. Who collects the rents?

A. The rent is sent to California.

Q. Who is it sent to?

A. To Jean S. Nolan at the Laguna Beach address.

Q. Whose address is that?

A. Mr. Lemoyne L. Parkinson.

Q. What relation is he, if any, to your husband?

A. He is his father.

Q. Approximately how much money was your husband making before he deserted you?

A. I really have no idea. He never told me. He always worked for himself so I never knew. He used to give me $30.00 a week.

Q. For what purpose.

A. For buying the food. I mean I had that and he would give me other money sometimes, and that was for food and any incidentals.

Q. Have you any money at the present time on deposit in any banks?

A. I have $1500 in one bank which really is my mother's but she put it in in my name, then I have the $350. in another bank which I earned.

Q. Is this $1500. really your mother's money?

A. Yes, my mother originally put $2000. in but I have used part of it for lawyers and have been working to pay it back again.

Q. Who is supporting you?

A. My mother.

Q. Have you any other property except this money?

A. No.

Q. Any furniture?

A. No.

Q. Any stocks or bonds?

A. No.

Q. Or automobiles?

A. No.

Q. I will ask you again, has your husband communicated with you except for sending you certain money in the first year after he deserted you?

A. No.

Q. Did your mother owe you any money?

A. No, she had to go away right after my father died and my mother put the money in my name in case I needed it, but it is really her money.

Q. It is really your mother's money, then?

A. Yes.

EXAMINER'S SPECIAL:

A. No, I can't think of anything else.

ELEANOR M. PARKINSON

The second witness for the Plaintiff, Mr. Charles B. Thompson, after first being duly sworn, did depose and say:

By Mr. Thompson:

Q. Please state your name and address.

A. Charles B. Thompson, Barclay, Maryland.

Q. Are you acquainted with Mr. Philip P. Parkinson?

A. I am.

Q. When did he come to Queen Anne's County?

A. About 1951.

Q. Did he have anyone with him at the time he came to Maryland?

A. Sometimes he was alone. Sometimes his wife was with him.

Q. I want to introduce this lady, Mrs. Eleanor M. Parkinson. Was this the lady who was with him when he came to Queen Anne's County?

A. No, sir.

Q. When Mr. Parkinson came to Queen Anne's County, did he purchase any property, to your knowledge?

A. He bought the farm.

Q. Did he make any improvements on the farm?

A. Yes, he built a house.

Q. When did Mr. Parkinson first move to Queen Anne's County?

A. About 1952, to live. He lived in the old house then built the new house.

Q. Was anyone with him?

A. There was a woman with him part of the time.

Q. Did he live here permanently?

A. He was backwards and forwards. He had an office in Baltimore and he was here for part of the time.

Q. Do you know whether Mr. Parkinson took any trips in the first part of 1953?

A. He took a trip, maybe 1953 or maybe 1952.

Q. Had he lived here before he went on the trip?

A. Yes.

Q. How long was he gone on the trip?

A. Maybe six weeks, maybe longer, I can't say for sure.

Q. About when did Mr. Parkinson return?

A. I don't know exactly.

Q. About when do you think it was?

A. It was sometime along towards Spring in 1953.

Q. Did he advise you where he had been?

A. He said he had been to California.

Q. Do you know whether anyone left here to go on the trip with him?

A. I don't know.

Q. After Mr. Parkinson returned from this trip, did he remain in Maryland?

A. He remained in Maryland about six months or so, for quite a while, long enough to put in a soy bean patch.

EXAMINERS SPECIAL:

A. I don't know of anything at all.

CHAS. B. THOMPSON

The third witness for the Plaintiff, Mrs. Henry Bures, after being first duly sworn, did depose and say:

By Mr. Thompson:

Q. Please state your name and address.

A. Mrs. Henry Bures, Barclay, Maryland.

Q. Mrs. Bures, are you acquainted with Mr. Parkinson?

A. Yes.

Q. When did you first know Mr. Parkinson?

A. It was Christman 1952. I sent them a Christman card asking them to come in to see us and they did come in Christmas.

Q. Was their home completed them?

A. I believe that it was.

Q. Was there a woman with Mr. Parkinson?

A. Yes. She was known to us as Jean Parkinson.

Q. Had Mr. Parkinson and Jean Parkinson been living in Maryland before you met them?

A. I don't know.

Q. Do you know whether or not they left Maryland after that time on a trip?

A. Yes, I do, and they told us that they were going on a trip to visit his father and when they came back they told us they had been to California and stopped in Nevada, and I think that they had worked out there a while in Nevada.

Q. How long were they gone, approximately?

A. I think, a couple of months. They were gone quite a while.

Q. About when did they return?

A. I am not too sure, but I think it was somewhere between January and March.

Q. Did they live here after that time?

A. Yes, as far as I know they did but they did make quite a few trips to Baltimore.

Q. Have you seen them recently?

A. No, because they are in California. We got a Christman card from them and I have gotten a letter from her since they went to California. She wrote and told me they were there.

Q. Do you have any idea when Jean and Parkinson arrived in Queen Anne's County?

A. I do know she spent some time down her and she showed me the way she had fixed the old house up until the new one was built and how many weekends he was there and how many he wasn't I don't know. The first time I saw her was in the Spring. My husband saw Mr. Parkinson when he was looking for a farm, but I can't tell you exactly when they both came down.

Q. I show you here a deed by which a certain piece of property was conveyed by the Nolon Company to Jean S. Nolan. Can you identify this property?

A. Yes, I can. It is the farm which the Parkinsons purchased. Mr. Watkins lived there and I think they bought it from him. The farm is adjacent to my father-in-law, Mr. Bohumil Bures, farm.

(at this point Plaintiff's Exhibit No. 2 was marked by theExaminer)

EXAMINER'S SPECIAL:

A. Not that I know of. There is one thing that I do want to say. That I can call my husband and ask him what the definite dates are that I don't remember and find out accurately, but I do remember Christman 1952.

VERA M. BURES

The fourth witness for the Plaintiff, Mrs. William A. Gray, after being first duly sworn, did depose and say:

By Mr. Wood:

Q. Please state your name and address.

A. Mrs. William A. Gray, 2621 North Van Dorn Street, Alexandria, Virginia.

Q. Can you state what, if any relation you are to Mrs. Eleanor M. Parkinson.

A. We are first cousins.

Q. Could you state for how long a period of time you knew Mr. and Mrs. Parkinson?

A. Over thirty years.

Q. During the Parkinson's marriage, which began in 1926, will you describe whether you saw them frequently as man and wife?

A. This period beginning with our marriage in 1935, when we moved to Newark and were neighbors, we were close friends and when we moved we were back and forth as relatives would be from time to time.

Q. From 1942 until 1952 you saw them frequently? Can you state the last occasion?

A. The last occasion we saw them together was for two or three days over the Christman holiday in 1951.

Q. At that time, did you visit them at their home?

A. Yes.

Q. Will you describe their relationship as you observed them?

A. For the first time Mr. Parkinson didn't seem to be as affable and pleasant as he always was. We had a feeling that he wished we hadn't come. It was at this time that we asked him why he didn't come to visit us in Virginia as long as he was in Maryland so often and he said Maryland was too far and I went and got a map of Maryland and showed him how close it was and he said "well, I don't know quite where this little place I go is", and we had a strong feeling that maybe we upset the time table by going there at Christman, that maybe he had wanted to leave a little sooner.

Q. Do you know of any conduct on the part of Mrs. Parkinson other than that of an affectionate wife?

A. None. I can't think of anything that would cause him to commit an act like that.

Q. Mrs. Parkinson has testified that her husband was a teetotaller and objected to her taking a drink or cocktail now and then. Can you state whether Mrs. Parkinson was habitually moderate in drinking?

A. Not a habitual drinker in any sense of the word. On occasion when and where parties were there would be a few more drinks but I didn't in any sense of the word think of her as a drinker, as believe me I have known them and that is something else again.

EXAMINER'S SPECIAL.

A. Well, it was a very peculiar marriage, I never knew a man to be away from hom as much as he was, nights, weekends. He was away a great deal and no one ever knew where he was. People would ask. This was for years.

RUTH H. GRAY

The fifth witness for the Plaintiff, Mr. Walter I. Lindsay, after being first duly sworn, did depose and say:

By Mr. Wood:

Q. Please state your name, address and occupation.

A. Walter I. Lindsay, Millington, Maryland, supervisor of assessments of Queen Anne's County.

Q. Mr. Lindsay, you are familiar with fair market values of real estate in Queen Anne's County?

A. Yes, sir.

Q. Are you familiar with a farm located in the First Election District near Barclay and near Ingleside, recently occupied by Philip P. Parkinson, and known or formerly known as the "Quill Farm", or the "Harry Watkins farm", containing about 397 acres?

A. Yes, sir, I am.

Q. Mr. Lindsay, would you state your opinion of the fair market value of the farm which I have just described.

A. I would say that a fair market value of that property today would be Twenty Thousand Dollars ($20,000.00).

EXAMINER'S SPECIAL:

A. No.

WALTER I. LINDSAY

The Plaintiff having no further depositions to offer and the Defendant not desiring to offer any testimony, I herewith report depositions taken.

Stenographer, Caroline Wilson----------$10.00
Richard T. Earle, Examiner----------$10.00

Respectfully submitted,

RICHARD T. EARLE
Examiner

DECREE
Filed Feb. 11, 1955

ELEANOR M. PARKINSON	)	In the Circuit Court for
	)	Queen Anne's County
VS.	)	in Equity.
	)	
PHILIP P. PARKINSON, et al.	)	Cause No. 3914

DECREE

The proceedings in this cause having been read and considered, IT IS, this 11th day of February, 1955, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED as follows:

1. That the decree of divorce issued on April 10, 1953, by the Eighth Judicial Court of the State of Nevada, in and for the County of Clark, upon the suit of Philip P. Parkinson, is and shall be of no force and effect in the State of Maryland; that Eleanor M. Parkinson is still the lawful wife of Philip P. Parkinson; that Philip P. Parkinson be enjoined and restrained from setting up said Nevada divorce decree or making use of the same in any manner or matter in the State of Maryland or any other jurisdiction to defeat or affect the marital rights of Eleanor M. Parkinson;

2. That Philip P. Parkinson pay Thirty Dollars per week to Eleanor M. Parkinson as permanent alimony accounting from the date hereof.

3. That Philip P. Parkinson forthwith pay the costs of this suit and pay to Eleanor M.Parkinson for James E. Thompson, Jr. and Gibson and Wood her Attorneys the sum of One Thousand Dollars as counsel fee, including the $50.00 preliminary counsel fee allowed them by previous order of this Court.

4. That Howard Wood III and James E. Thompson Jr. are hereby appointed trustees to make sale of the real estate, and tangible personal property located thereon, if any, situate in the First Election District of Queen Anne's County, State of Maryland, described in the purported deed to Jean S. Nolan from Nolon Company, dated December 27, 1951, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 3, folio 504, free and clear of the two mortgages held by Anna H. Rhodes, for the purpose of applying the net proceeds of sale to the payment of the counsel fees mentioned, costs of this suit, and temporary alimony previously ordered to be paid, and for the further purpose of securing the payment of the permanent alimony hereby awarded.

5. That before they shall proceed to act as such trustees, said appointees shall file with the Clerk of this Court a bond to the State of Maryland with corporate surety to be approved by said Clerk in the penalty of $20,000.00 Dollars.

6. That the sale shall be made either at public sale or, upon due proof and approval by the Court, at private sale upon such terms as the Court shall approve.

7. That if a public sale is attempted, the trustees shall advertise the time, place, manner and terms of sale in a newspaper printed and published in Queen Anne's County, Maryland, for at least three weeks prior to the day of sale, said terms as to the real estate to provide payment of the entire purchase price in cash, or a cash deposit of One Thousand Dollars on the day of sale, a cash payment of Three Thousand Five Hundred Dollars on final ratification of sale by this Court, the balance to be secured by a ten-year amortization type mortgage on said real estate given to said Trustees for the purposes mentioned, bearing interest at 6% per annum until the principal debt is reduced to one-half the total purchase price of said real estate, and bearing 5% interest per annum thereafter, with the usual fire insurance and other covenants. As to any personal property, said terms shall provide for full payment in cash. They shall then proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidders for said property; and they shall report a full account of said sales to this Court with an affidavit of the truth and fairness thereof.

8. That upon the final ratification of said sales, and full payment of the purchase money, they shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the real estate so sold to him or them, free, clear and discharged of all claims of the parties to this cause and of the Nolon Company, or of those claiming by, through or under them or any of them.

9. That the said Trustees shall bring into this Court all of the money arising from said sales, to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to said Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Wm. R. HORNEY
Judge

Filed Feb. 11, 1955

EXCEPTIONS
Filed March 11, 1955

Eleanor M. Parkinson	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
Philip P. Parkinson	IN EQUITY No. 3914

EXCEPTIONS

Philip P. Parkinson, by Vachel A. Downes, Jr., his attorney, excepts to the decree passed in this cause on the 11th day of February, 1955, and for his reasons therefore says:

1. That at the time of the passing of said decree the only sums due and payable by the Respondent, Philip P. Parkinson, amounted to One Thousand Five Hundred Dollars ($1500.00), being alimony due the Petitioner, Eleanor M. Parkinson, in the amount of Five Hundred Dollars ($500.00) and One Thousand Dollars ($1000.00) allowed her solicitors; that there is no evidence before the Court as to whether said farm was susceptable of being sold in part; that the sums due as above mentioned have the effect of judgments and only so much of said farm as might be necessary to satisfy said judgments and costs can be sold under order of this court at this time; that the value of said farm is estimated at Twenty Thousand Dollars ($20,000.00); and that the Court does not have the authority to pass or rule on future alimony, which does not constitute a lien on the land until reduced to judgment or judgments.

2. And for such other reasons to be argued at the time of the hearing of these exceptions.

VACHEL A. DOWNES JR.
Attorney for Respondent

I hereby certify that a copy of the aforegoing exceptions were served on Howard Wood III by leaving the same at his law offices on Lawyer's Row, Centreville, Maryland, this 10th day of March, 1955.

VACHEL A. DOWNES JR.

Filed March 11, 1955

Certified Copy of Bond
Filed March 21, 1955

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty-first day of March in the year nineteen hundred and fifty-five, the following Bond was filed for record, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, that we, James E. Thompson, Jr. and Howard Wood, 3rd, of Queen Anne's County, State of Maryland, as principal and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Thousand Dollars ($20,000.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 18th day of March, 1955:

WHEREAS, the above bounden James E. Thompson, Jr. and Howard Wood, 3rd, have been appoknted by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 11th day of February, 1955, trustees to make sale of the real estate mentioned and described in the cause in said court entitled "Eleanor M. Parkinson vs. Philip P. Parkinson, et al.," being Cause No. 3914 in the Circuit Court for Queen Anne's County in Equity;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden James E. Thompson, Jr. and Howard Wood, 3rd, 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 of 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

Corporate Seal

ATTEST:

CAROLINE T. WILSON

JAMES E. THOMPSON JR. (SEAL)

HOWARD WOOD, 3rd. (SEAL)

HARTFORD ACCIDENT & INDEMNITY
COMPANY

BY GIBSON AND WOOD

By HOWARD WOOD, 3rd
Its Attorneys-in-fact

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed March 21, 1955

T. SORDEN PIPPIN, Clerk

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

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 56, a Bond Record Book for Queen Anne's County.

Clerk's Seal

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Twenty-first day of March in the year nineteen hundred and fifty-five.

T. SORDEN PIPPIN
Clerk

Report of Sale
Filed March 21, 1955

ELEANOR M. PARKINSON	)	In the Circuit Court for Queen Anne's County
VS.	)	in Equity.
PHILIP P. PARKINSON, et al.	)	No. 3914

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this Cause by James E. Thompson, Jr. and Howard Wood, 3rd, the Trustees appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the decree of this Honorable Court passed on the 11th day of February, 1955, your Trustees filed a bond in this Cause in the penalty of Twenty Thousand Dollars ($20,000.00) with corporate surety thereon, which said bond was duly approved by the Clerk of this Court.

2. That pursuant to said decree your Trustees advertised a brief description of the real estate decreed to be sold in The New York Times, The Philadelphia Inquirer and The Wall Street Journal; and as a result of said notices have received very numerous inquiries and have shown the premises to a large number of interested prospective buyers.

3. That on March 18, 1955, your Trustees entered into a written Contract of Sale in Duplicate, one of the originals thereof being attached hereto as a part hereof, subject to the ratification of this Honorable Court, for the sale of said property with the contents of the buildings thereon, insofar as said contents belong to the parties to this cause, unto G. Robert Carr and J. Norris Carr of Malvern, Pennsylvania, for the sum of Twenty Thousand Dollars ($20,000.00) upon the terms set forth in said Contract of Sale; and that the contents aforesaid consist of an electric refrigerator, gas stove, and automatic washing machine in the ranchtype house.

4. That, as appears from the testimony heretofore filed, the price mentioned is the same amount as the value placed upon said property by Walter I. Lindsay, County tax assessor; and your Trustees, being familiar with the value of lands in Queen Anne's County in the neighborhood of the said property, and having introduced many prospective purchasers to the property as above stated, are of the opinion that the proposed sale is advantageous for all parties interested in said property, and is as much or more than the gross amount which would probably be bid for said property at a public auction sale.

5. That the only building upon said property of any substantial value is the ranchtype house of concrete block, one-story, flat roof construction, having two bedrooms, a living room, kitchen and bathroom; while the remaining buildings on said property are almost in a state of collapse; and that the farm land is in rundown condition.

6. That your Trustees believe that the mortgage provisions embodied in the Contract of Sale will be of particular advantage to the parties, inasmuch as the net proceeds of sale will thereby remain invested, yet the amortization payments of principal and interest will provide for periodic payments to Eleanor M. Parkinson for support and maintenance.

Respectfully submitted,

HOWARD WOOD 3rd

JAMES E. THOMPSON JR.
Trustees

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

I HEREBY CERTIFY, that on this 21st day of March, 1955, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared James E. Thompson, Jr. and Howard Wood, 3rd, and made oath in due form of law, that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein stated, and that the sale made by them as Trustees, and therein reported, was fairly made.

T. SORDEN PIPPIN
Clerk

Filed March 21, 1955

THIS CONTRACT OF SALE, made this 18th day of March, 1955, by and between James E. Thompson, Jr., and Howard Wood, 3rd, Trustees, both of Centreville, Queen Anne's County, Maryland, hereinafter called "Sellers", parties of the first part, and G. Robert Carr and J. Norris Carr, R.F.D. No. 2, Malvern, Pennsylvania, parties of the second part, hereinafter called "Buyers";

WHEREAS the Sellers were appointed as Trustees by decree of the Circuit Court for Queen Anne's County, Maryland in a cause entitled "Eleanor M. Parkinson vs. Philip P. Parkinson, et al.", being Cause No. 3914 on the Chancery Docket of said Court, as of February 11, 1955, to sell the real estate described in said cause;

NOW, THEREFORE, THIS CONTRACT OF SALE WITNESSETH, that the Sellers do hereby agree to sell and do sell unto the Buyers, and the Buyers do hereby agree to buy and do buy of the Sellers, subject, however, to the ratification of this sale by said Court, at and for the sum of Twenty Thousand Dollars ($20,000.00), upon the terms and conditions hereinafter set forth, all of the following described real estate, to wit:

ALL of the tract of land or farm called or known as "The Parkinson Farm" or the "Watkins Farm", situate in the First Election District of Queen Anne's County, Maryland, on the north side of the Ingleside-Templeville road and the east side of the road leading from said road northerly towards Barclay, containing 397 acres of land, more or less; being the land more particularly described by reference to said court proceedings, to which reference is specifically made for a more exact description of the land hereby agreed to be sold.

TOGETHER with the buildings and improvements erected thereon and all rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or appertaining, and also together with the contents of the said buildings, whether real or personal property, insofar as said contents belong to the parties to said court proceedings.

AND THAT THE TERMS OF SAID SALE ARE AS FOLLOWS, TO WIT:

1. PAYMENT OF PURCHASE PRICE. A deposit of One Thousand Dollars ($1,000.00) has been paid by check at the time of the execution of this Contract; the sum of Four Thousand Five Hundred Dollars ($4,500.00) shall be paid in cash or by certified or cashier's check to the order of said Trustees at the time of final settlement under this Contract and passing of deed, at the time of final ratification of this sale by said Court. The balance of Fourteen Thousand Five Hundred Dollars ($14,500.00) shall be secured by a first purchase money mortgage to said Trustees, payable ten (10) years after date as follows: One Hundred Twenty Dollars ($120.00) on account of said principal, together with five percentum (5%) per annum interest on the unpaid balance of principal, shall be payable one month from passing of title to the Buyers, and monthly thereafter throughout the life of said mortgage, the final payment due ten years after its date to be in a sufficient amount to discharge said principal debt in full; provided, that the Buyers may prepay additional amounts, beyond said amortization payments, on account of or in full of said principal debt upon the following bases: if they desire to prepay any amount up to $1,000.00, they shall give said Trustees at least two months' written notice of their intention; if a larger prepayment is desired, they shall first give the Trustees at least six months' written notice of their intention. They Buyers shall give the Trustees the usual fire insurance protection as Mortgagees; and the mortgage shall be in the usual form in use in said Queen Anne's County, the debt to be evidenced by a mortgage note in the usual form in use in said County.

2. POSSESSION. Full possession of said property shall be given to the Buyers upon final settlement hereunder, subject only to the provision hereunder entitled "Crops".

3. CROPS. The growing rye crop on said property is the subject of a petition already filed in said court proceedings; and 2/3 thereof is reserved from this sale for the benefit of Noble Walls, who shall have the right to enter and harvest said crop. The Sellers' 1/3 right to said crop is, however, included in this sale.

4. INSURANCE. The Sellers agree to continue their present fire insurance coverage on the ranchtype house on said property, having the policy endorsed for the benefit of the Buyers during the pendency of this Contract.

5. TAXES. State and County taxes for the year 1955 on said property shall be adjusted between the parties hereto as the time of ratification of this sale by said Court.

6. CHANCERY PROCEEDINGS. The Sellers agree diligently to report this sale for ratification by said Court and take all other steps required on their part to carry said court proceedings forward to obtain said ratification.

7. TITLE. The Buyers shall have the right at their cost to obtain such title examination or guarantee as they shall desire. The Sellers agree upon ratification of this sale by said Court to convey to the Buyers all the title of all parties to said proceedings and all persons claiming under them, by aTrustee's deed in the usual form, without warranties of title. If such title is not clear and marketable, then the Buyers shall be entitled to have their initial deposit of $1,000.00 refunded, and this Contract shall be void. The words "clar and marketable" in the preceding sentence shall include the meaning "free and clear of all liens and encumbrances".

If the Sellers have a clear and marketable title to convey upon said ratification, and the Buyers fail to make settlement hereunder, then the Sellers may elect whether to retain said initial deposit of $1,000.00 and also pursue such other remedies as may be available to them as sellers, or toreturn said deposit and

declare this contract void.

8. PLACE OF FINAL SETTLEMENT. Final settlement under this Contract shall be made at the office of Gibson and Wood, Centreville, Maryland.

9. DEED AND RECORDING, ETC. The Buyers shall prepare the necessary deed at their cost, and tender the same to the Sellers at final settlement; and shall pay all revenue and recordation tax stamps and costs of recording said deed. The Sellers shall pay for the preparation and recording of the necessary purchase money mortgage.

WITNESS the hands and seals of the parties, in duplicate:

WITNESS (as to all four parties):

CLAYTON C. CARTER
Clayton C. Carter

JAMES E. THOMPSON JR. (SEAL)
(James E. Thompson, Jr.)

HOWARD WOOD, 3rd (SEAL)
(Howard Wood, 3rd) TRUSTEES, SELLERS.

G. ROBERT CARR (SEAL)
(G. Robert Carr)

J. NORRIS CARR (SEAL)
(J. Norris Carr)

Filed March 21, 1955

The proceedings filed in this cause since the date of the decree having been read and considered, it is ORDERED, this 21st day of March, 1955, by the Circuit Court for Queen Anne's County, in Equity, that the terms of the private sale are hereby approved and the Clerk of this Court is directed to issue the usual order Nisi upon the aforegoing Report of Sale of real and personal property.

Wm. R. HORNEY
Judge

Filed March 21, 1955

N I S I

Eleanor M. Parkinson
VS.
Philip P. Parkinson, et al.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
NO. 3914

ORDERED, this 21st. day of March, 1955, that the sale of real estate and personal property made and reported in this cause by Howard Wood, 3rd and James E. Thompson Jr., Trustees, be ratified and confirmed, on or after the 21st day of April next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 31st. day of March, 1955, and ending on the 14th. day of April 1955.

The report states the amount of sales to be $20,000.00.

T. SORDEN PIPPIN Clerk

Filed: March 21, 1955

Petition
Filed April 29, 1955

ELEANOR M. PARKINSON	)	In the Circuit Court for Queen Anne's County in Equity
vs.	)	
PHILIP P. PARKINSON, et al.	)	Cause No. 3914.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Eleanor M. Parkinson, by James E. Thompson, Jr., and Howard Wood, 3rd, her attorneys, who are also the Trustees in this cause, unto your Honors, respectfully sets forth:

1. That, owing to your petitioner's unproven allegations contained in her Bill of Complaint to the effect that the Deed from Nolon Company to Jean S. Nolan, filed with the bill as "Exhibit No. 2", was fraudulently made, the contract purchasers' counsel have expressed the opinion that Nolon Company was a necessary party to these proceedings; and in support of this opinion, the purchasers' counsel also question the validity of the acknowledgment of said deed by the corporate secretary, refusing to accept at face value (on account of the circumstances and background of this case) the reference in said acknowledgment to corporate resolutions authorizing the execution of the deed.

2. That, rather than incur the expense and delay of defending a possible appeal in the event said objections should be made and overruled, your petitioner is advised that upon leave of Court first obtained she may add Nolon Company as a party respondent in this cause by filing a supplemental bill against it for the sole purpose of subjecting said company to the operation and effect of the decree passed herein on February 11, 1955 and all other proceedings herein with respect to the reported sale of real estate and personal property.

3. That, your petitioner is further advised that if, as she believes, Nolon Company has no interest in the property, proceedings under such a supplemental bill should be concluded within a reasonable time; and without prejudice to the contract purchasers' rights, that final ratification of said sale would probably be delayed by the filing of such supplemental bill for only two or three months.

WHEREFORE, your petitioner prays your Honors to pass an order granting her leave to file a supplemental bill against Nolon Company, a New Jersey corporation, for the purposesmentioned above, and that any consideration of final ratification of said sale be postponed for three months or until the earlier conclusion of proceedings under such supplemental bill.

And as in duty bound, etc.,

HOWARD WOOD, 3rd.

JAMES E. THOMPSON JR.

Filed April 29, 1955

ORDER OF COURT

Upon the aforegoing petition, IT IS ORDERED, this 29th day of April, 1955, by the Circuit Court for Queen Anne's County, in Equity, that leave be granted Eleanor M. Parkinson to file a supplemental bill as prayed, and that any consideration of final ratification of said sale shall be delayed until proceedings under such supplemental bill have been concluded, provided the same shall be concluded within three months from this date.

Wm. R. HORNEY
Judge

Filed April 29, 1955

Supplemental Bill of Complaint
Filed May 10, 1955

ELEANOR M. PARKINSON, Complainant,	)	
	)	In the Circuit Court for
vs.	)	Queen Anne's County
	)	in Equity
NOLON COMPANY, a New Jersey corporation,	)	
Respondent.	)	Cause No. 3914.

SUPPLEMENTAL BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your oratrix, complaining, says:

1. That your oratrix filed her Bill of Complaint in this cause in this Court on March 12, 1954 against her husband Philip P. Parkinson and against Jean S. Matthews, also known as Jean S. Nolan, both then residing at Barclay, Queen Anne's County, Maryland. Allegations thereof, pertinent to this Supplemental Bill, are:

(a) That your oratrix was married to the said Philip P. Parkinson on January 5, 1926 at Newark, New Jersey, in accordance with the laws of New Jersey.

(b) That they resided together from the time of their marriage until January 1, 1952, having been domiciled for more than five years to and including said date in Essex County, New Jersey.

(c) That Philip P. Parkinson did without just cause, on January 1, 1952, desert your oratrix with the intent of terminating their marital relation and thereafter removed his domicile to the State of Maryland without informing her of his new residence.

(d) That your oratrix has no income or appreciable assets and is unable to support herself, and that the said Philip P. Parkinson has failed to provide for her support.

(e) That for some time prior to January 1, 1952 said Philip P. Parkinson was president and substantially owned or controlled Nolon Company, a New Jersey corporation, and that he used the name of Nolon Company for the purpose of holding title to certain of his individual assets and that during the same time the secretary to the Nolon Company was the respondent, Jean S. Matthews.

(f) That on the 27th day of December, 1951, four days before said desertion, Philip P. Parkinson in the name of the Nolon Company purportedly conveyed title of a certain valuable farm in the First Election District of Queen Anne's County aforesaid to the respondent Jean S. Matthews under the name of Jean S. Nolan by an unacknowledged paper writing recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 3, folio 504, a certified copy of which was filed as Plaintiff's exhibit No. 2 and prayed to be taken as part of the original bill.

(g) That the property described in the purported instrument of conveyance in paragraph (f) was an asset of Philip P. Parkinson although record title was held by Nolon Company for his benefit.

(h) That on the 10th day of April, 1953 in an ex parte proceeding in which your oratrix as respondent neither appeared in person norby attorney (nor was she served with process in the State of Nevada in said proceeding) a decree of divorce was issued by the Eighth Judicial District Court of the State of Nevada in and for the County of Clark, and that on the 12th day of April, 1953, said Philip P. Parkinson and Jean S. Matthews applied for a marriage license in the last named county and state; a certified copy of said decree of divorce and of said application for marriage license was filed as plaintiff's exhibit No.3 and prayed to be taken as a part of the original bill.

(i) That the said divorce decree is void and of no legal effect and that the said Philip P. Parkinson committed a fraud upon the said Nevada Court in that he falsely represented to said court that he was at the date of said divorce decree and for some time prior to then had been a bona fide resident of the County of Clark, State of Nevada, whereas in fact he had never had a bona fide residence in the State of Nevada.

(j) That subsequent to April 12, 1953 the respondents lived together upon the farm in the First Election District of Queen Anne's County.

(k) That the respondents have executed two mortgages to Anna H. Rhodes upon said farm, to wit: Mortgage dated August 27, 1953, recorded among the land records of Queen Anne's County in Liber T.S.P. No. 12, folio 194, and a mortgage dated November 27, 1953, recorded among said land records in Liber T.S.P. No. 13, folio 361, and in each such mortgage the respondents are described and identified and they executed the same as "Philip P. Parkinson and Jean S. Parkinson, nee Nolan, his wife".

(l) That the respondent Jean S. Matthews is the same person who acted as secretary of Nolon Company and also applied for said Nevada marriage license under the name of Jean S. Matthews and who is named as the grantee in the purported instrument of conveyance mentioned above in paragraph (f) as Jean S. Nolan.

(m) That said purported convenance was made by Philip P. Parkinson in the name of Nolon Company with the actual intent to defraud your oratrix of her right to support.

(n) That said purported conveyance was made by Philip P. Parkinson in the name of the Nolon Company without fair consideration at a time when he knew that your oratrix would in the future assert her right of support against him and when he intended or believed that he would incur debts beyond his ability to pay as they matured and is fraudulent as to your oratrix.

(o) That having so attempted to conceal the assets of Philip P. Parkinson the respondents have attempted to elude the just claims of your oratrix by concealing the identity and whereabouts of Jean S. Nolan and also the whereabouts of Philip P. Parkinson from your oratrix.

2. That a show cause order was passed by the Circuit Court for Queen Anne's County in Equity on the 12th day of March, 1954, becoming final on March 18, 1954, allowing a preliminary counsel fee to the solicitors of your oratrix in the amount of One Hundred Dollars ($100.00) and further ordering the respondent Philip P. Parkinson to pay the sum of Twenty Dollars ($20.00) per week to your oratrix as alimony pendente lite.

3. A decree pro confesso was entered on November 19, 1954 following which testimony was taken and a final decree was entered on February 11, 1955 by which the Court declared the Nevada divorce decree referred to above of no force and effect in Maryland, that Philip P. Parkinson pay Thirty Dollars ($30.00) per week to your oratrix as permanent alimony, that Philip P. Parkinson forthwith pay the costs of this suit and pay to Eleanor M. Parkinson for her solicitors the sum of One Thousand Dollars ($1,000.00) as counsel fee including the preliminary counsel fee allowed by previous order, that Howard Wood, 3rd and James E. Thompson, Jr. be appointed trustees to make sale of the real estate referred to above and personal property located thereon free and clear of the two mortgages held by Anna H. Rhodes for the purpose of applying the net proceeds of sale to the payment of the counsel fees mentioned, costs of this suit, and temporary alimony previously ordered to be paid and for the further purpose of securing the payment of the permanent alimony thereby awarded, that before proceeding with said sale said appointees file with the Clerk of the Court a bond in the amount of Twenty Thousand Dollars ($20,000.00), that sale should be made at either public sale or upon due proof and approval by the court at private sale upon such terms as the court should approve, that upon final ratification of said sale and full payment of the purchase money they should convey unto the purchaser or purchasers thereof by a good and suffifient deed to be executed and acknowledged agreeably to law the real estate so sold, free, clear and discharged of all claims of the parties to this cause and of the Nolon Company or of those claiming by, through, or under them or any of them, that said trustees should bring into court all of the money arising from said sale to be disposed of under the direction of the court.

4. That the trustees on March 21, 1955 reported sale of the real and personal property decreed to be sold at and for the sum of Twenty Thousand Dollars ($20,000.00) unto G. Robert Carr and J. Norris Carr of Malvern, Pennsylvania, the personal property consisting of an electric refrigerator, gas stove and automatic washing machine in the ranch-type house on the property, which the trustees reported to be the only substantial building thereon.

5. That the terms of sale so reported provided for a deposit of One Thousand Dollars ($1,000.00) at the execution of the contract of sale, an additional Four Thousand Five Hundred Dollars ($4,500.00) at the time of final settlement and a ten-year amortization-type mortgage providing for 5% interest. That the contract of sale was made on March 18, 1955 and final settlement thereunder is to be made on

final ratification of said sale by the court.

6. That on April 29, 1955 this court granted leave to your oratrix to file this supplemental bill for the purpose of making Nolon Company a party respondent in this cause and thereby making Nolon Company subject to the operation and effect of the said final decree passed herein on February 11, 1955 and all other proceedings herein with respect to the reported sale of real estate and personal property.

AND TO THE END THEREFOR,

(1) That Nolon Company be made a party respondent in this cause for the purposes mentioned;

(2) That Nolon Company be decreed to have no right, title, interest, estate, claim or demand of, in and to aforesaid farm located in the First Election District of Queen Anne's County, Maryland; and of, in and to any personal property located thereon; and

(3) That your oratrix may have such other and further relief as her case may require.

MAY IT PLEASE YOUR HONORS:

To grant to your oratrix the order of publication against the respondent a non-resident corporation which is not qualified to do business in the State of Maryland and none of whose officers so far as is known to your oratrix are presently subject to process in the State of Maryland,

And as in duty bound, etc.

JAMES E. THOMPSON JR.
(James E. Thompson,Jr.)

GIBSON AND WOOD

BY HOWARD WOOD, 3rd
(Howard Wood, 3rd)

Solicitors for Complainant

Filed May 10, 1955.

ORDER OF PUBLICATION
Filed May 10, 1955

ELEANOR M. PARKINSON, Complainant,	)	In the Circuit Court for Queen Anne's County in Equity
vs.	)	
NOLON COMPANY, a New Jersey corporation, Respondent.	)	Cause No. 3914.

ORDER OF PUBLICATION

The object of the Supplemental Billis to procure a decree subjecting Nolon Company, a New Jersey corporation, to the operation and effect of a decree for sale of real estate and personal property passed herein on February 11, 1955 and to all other proceedings herein with respect to the sale of said real estate and personal property reported herein on March 21, 1955

The Supplemental Bill alleges:

1. That the complainant filed her Bill on March 12, 1954 against her husband, Philip P. Parkinson, and against Jean S. Mathews, also known as Jean S. Nolan, both then residing at Barclay, Queen Anne's County, Maryland, and that allegations thereof pertinent to the Supplemental Bill are :

That the complainant was married to Philip P. Parkinson on January 5, 1926 at Newark, New Jersey; that they resided together until January 1, 1952, being domiciled in Essex County, New Jersey, on which date Philip P. Parkinson without just cause deserted the complainant and removed his domicile to the State of Maryland without informing her of his new residence; that the complainant has no income or appreciable assets, is unable to support herself, and that Philip P.Parkinson has failed to provide for her support; that for some time prior to January 1, 1952, Philip P. Parkinson was president of and substantially owned or controlled Nolon Company and that he used the name of Nolon Company to hold title to certain of his individual assets and that during the same time the secretary to the Nolon Company was Jean S. Mathews; that on December 27, 1951, four days before said desertion, Philip P. Parkinson in the name of Nolon Company purportedly conveyed title of a farm in the First Election District of Queen Anne's County, Maryland to Jean S. Mathews under the name of Jean S. Nolan by an unacknowledged paper writing recorded among the land records of said county in Liber T.S.P. No. 3, folio 504, a certified copy of which was filed as plaintiff's exhibit No. 2 with the original Bill; that the property described in said purported instrument of conveyance was an asset of Philip P. Parkinson although record title was held by Nolon Company for his benefit; that on April 10, 1953 in an ex parte proceeding in which the compainant neither appeared in person nor by attorney nor was she served with process in Nevada in said proceeding, a decree of divorce was issued against the complainant herein by the Eighth Judicial District Court of the State of Nevada in and for the County of Clark and that on April 12, 1953, Philip P. Parkinson and Jean S. Mathews applied for a marriage license in said Clark County, Nevada; a certified copy of said decree of divorce and application for marriage license was filed as plaintiff's exhibit No. 3 with the original Bill; that said divorce decree is void and that Philip P. Parkin-

son committed a fraud upon the Nevada Court in that he falsely reported to said Court that he was at the date of said divorce decree and for some time prior thereto had been a bona fide resident of Clark County, Nevada, whereas in fact he had never had a bona fide residence in Nevada; that subsequent to April 12, 1953 the respondents lived together upon the farm in the First Election District of Queen Anne's County; that said respondents gave two mortgages to Anna H.Rhodes upon said farm, to wit: Mortgage dated August 27, 1953, recorded among said Land Records in Liber T.S.P. No. 12, folio 194, and mortgage dated November 27, 1953, recorded among said land records in Liber T.S.P. No. 13, folio 361, and in each such mortgage the respondents are described as "Philip P. Parkinson and Jean S. Parkinson, nee Nolan, his wife"; that the respondent, Jean S. Mathews, is the same person who acted as secretary of Nolon Company and also applied for said Nevada marriage license under the name of Jean S. Mathews and who is named as the grantee in said purported instrument of conveyance as Jean S. Nolan; that said purported conveyance was made by Philip P. Parkinson in the name of Nolon Company with the actual intent to defraud the complainant of her right to support; that said purported conveyance was made without fair consideration at a time when Philip P. Parkinson knew that the complainant would in future assert her right of support against him and when he intended or believed that he would incur debts beyond his ability to pay as they matured and is fraudulent as to the complainant; that having so attempted to conceal the assets of Philip P. Parkinson, the respondents have attempted to elude the just claims of the complainant by concealing the identity and whereabouts of Jean S. Nolan and also the whereabouts of Philip P. Parkinson from the complainant;

2. That a show cause order was passed by the Circuit Court for Queen Anne's County in Equity on the 12th day of March, 1954, becoming final on March 18, 1954, allowing a preliminary counsel fee to the solicitors of your complainant in the amount of One hundred Dollars ($100.00) and further ordering the respondent Philip P. Parkinson to pay the sum of Twenty Dollars ($20.00) per week to your complainant as alimony pendente lite.

3. A decree pro confesso was entered on November 19, 1954, following which testimony was taken and a final decree was entered on February 11, 1955 by which the Court declared the Nevada divorce decree referred to above of no force and effect in Maryland, that Philip P. Parkinson pay Thirty Dollars ($30.00) per week to your complainant as permanent alimony, that Philip P. Parkinson forthwith pay the costs of this suit and pay to Eleanor M. Parkinson for her solicitors the sum of One Thousand Dollars ($1,000.00) as counsel fee including the preliminary counsel fee allowed by previous order, that Howard Wood, 3rd and James E. Thompson, Jr. be appointed trustees to make sale of the real estate referred to above and personal property located thereon free and clear of the two mortgages held by Anna H. Rhodes for the purpose of applying the net proceeds of sale to the payment of the counsel fees mentioned, costs of this suit, and temporary alimony previously ordered to be paid and for the further purpose of securing the payment of the permanent alimony thereby awarded, that before proceeding with said sale said appointees file with the Clerk of the Court a bond in the amount of Twenty Thousand Dollars ($20,000.00), that sale should be made at either public sale or upon due proof and approval by the court at private sale upon such terms as the court should approve, that upon such terms as the court should approve, that upon final ratification of said sale and full payment of the purchase money they should convey unto the purchaser or purchasers thereof a good and sufficient deed to be executed and acknowledged agreeably to law the real estate so sold, free, clear and discharged of all claims of the parties to this cause and of the Nolon Company or of those claiming by, through, or under them or any of them, that said trustees should bring into court all of the money arising from said sale to be disposed of under the direction of the court.

4. That the trustees on March 21, 1955 reported sale of the real and personal property decreed to be sold at and for the sum of Twenty Thousand Dollars ($20,000.00) unto G. Robert Carr and J. Norris Carr of Malvern, Pennsylvania, the personal property consisting of an electric refrigerator, gas stove and automatic washing machine in the ranch-type house on the property, which the trustees reported to be the only substantial building thereon.

5. That the terms of sale so reported provided for a deposit of One Thousand Dollars ($1,000.00) at the execution of the contract of sale, an additional Four Thousand Five Hundred Dollars ($4,500.00) at the time of final settlement and a ten-year amortization-type mortgage providing for 5% interest. That the contract of sale was made on March 18, 1955 and final settlement thereunder is to be made on final ratification of said sale by the court.

6. That on April 29, 1955 this court granted leave to your complainant to file the Supplemental Bill for the purpose of making Nolon Company a party respondent in this cause and thereby making Nolon Company subject to the operation and effect of the said final decree passed herein on February 11, 1955 and all other proceedings herein with respect to the reported sale of real estate and personal property.

The Supplemental Bill seeks the following relief:

(1) That Nolon Company be made a party respondent in this cause for the purposes mentioned:

(2) That Nolon Company be decreed to have no right, title, interest, estate, claim or demand of, in and to aforesaid farm located in the First Election District of Queen Anne's County, Maryland; and of, in and to any personal property located thereon; and

(3) That your complainant may have such other and further relief as her case may require.

It is thereupon this 10th day of May, 1955, by the Circuit Court for Queen Anne's County in Equity ordered that the complainant by causing a copy of this Order to be published in a newspaper printed and published in Queen Anne's County, Maryland, once in each of four (4) successive weeks before the 11th day of June, 1955, give

notice to Nolon Company, a New Jersey corporation, of the object and substance of the Supplemental Bill and warning it to be and appear in this court on or before the 27th day of June, 1955 to show cause if any it has why the relief prayed for by the complainant should not be granted.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County

Filed May 10, 1955

ORDER OF PUBLICATION

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY IN EQUITY
Cause No. 3914

ELEANOR M. PARKINSON, Complainant,

Vs.

NOLON COMPANY, a New Jersey corporation
Respondent.

The object of the Supplemental Bill is to procure a decree subjecting Nolon Company, a New Jersey corporation, to the operation and effect of a decree for sale of real estate and personal property passed herein on February 11, 1955 and to all other procedings herein with respect to the sale of said real estate and personal property reported herein on March 21, 1955

The Supplemental Bill alleges:

1. That the complainant filed her Bill on March 12, 1954 against her husband, Philip P. Parkinson, andagainst Jean S. Mathews, also known as Jean S. Nolan, both then residing at Barclay, Queen Anne's County, Maryland, and that allegations thereof pertinent to the Supplemental Bill are:

That the complainant was married to Philip P. Parkinson on January 5, 1926 at Newark, New Jersey; that they resided together until January 1, 1952, being domiciled in Essex County, New Jersey, on which date Philip P. Parkinson without just cause deserted the complainant and removed his domicile to the State of Maryland without informing her of his new residence; that the complainant has no income or appreciable assets, is unable to support herself, and that Philip P. Parkinson has failed to provide for her support; that for some time prior to January 1, 1952, Philip P. Parkinson was president of and substantially owned or controlled Nolon Company and that he used the name of Nolon Company to hold title to certain of his individual assets and that during the same time the secretary to the Nolon Company was Jean S. Mathews; that on December 27, 1951, four days before said desertion, Philip P. Parkinson in the name of Nolon Company purportedly conveyed title of a farm in the First Election District of Queen Anne's County, Maryland to Jean S. Mathews under the name of Jean S. Nolan by an unacknowledged paperwriting recorded among the land records of said county in Liber T.S.P. No. 3, folio 504, a certified copy of which was filed as plaintiff's exhibit No. 2 with the original Bill; that the property described in said purported instrument of conveyance was an asset of Philip P. Parkinson although record title was held by Nolon Company for his benefit; that on April 10, 1953 in an ex parte proceeding in which the complainant neither appeared in person nor by attorney Nor was she served with process in Nevada in said proceeding, a decree of divorce was issued against the complainant herein by the Eighth Judicial District Court of the State of Nevada in and for the County of Clark and that on April 12, 1953, Philip P. Parkinson and Jean S. Mathews applied for a marriage license in said Clark County, Nevada; a certified copy of said decree of divorce and application for marriage license was filed as plaintiff's exhibit No. 3 with the original Bill; that said divorce decree is void and that Philip P. Parkinson committed a fraud upon the Nevada Court in that he falsely reported to said Court that he was at the date of said divorce decree and for some time prior thereto had been a bona fide resident of Clark County, Nevada, whereas in fact he had never had a bona fide residence in Nevada; that subsequent to April 2, 1953 the respondents lived together upon the farm in the First Election District of Queen Anne's County; that said respondents gave two mortgages to Anna H. Rhodes upon said farm, to wit: Mortgage dated August 27, 1953, recorded among said Land Records in Liber T.S.P. No. 12, folio 194, and mortgage dated November 27, 1953, recorded among said land records in Liber T.S.P. No. 13, folio 361 and in each such mortgage the respondents are described as "Philip P. Parkinson and Jean S. Parkinson, nee Nola , his wife"; that the respondent, Jean S. Mathews, is the same person who acted as secretary of Nolon Company and also applied for said Nevada marriage license under the name of Jean S. Mathews and who is named as the grantee in said purported instrument of conveyance as Jean S. Nolan; that said purported conveyance was made by Philip P. Parkinson in the name of Nolon Company with the actual intent to defraud the complainant of her right to support; that said purported conveyance was made without fair consideration at a time when Philip P.Parkinson knew that the complaint would in future assert her right of support against him and when he intended or believed that he would incur debts beyond his ability to pay as they matured and is fraudulent as to the complainant; that having so attempted to conceal the assets of Philip P. Parkinson, the respondents have attempted to elude the just claims of the complainant by concealing the identity and whereabouts of Jean S. Nolan and also the whereabouts of Philip P. Parkinson from the complainant;

2. That a show cause order was passed by the Circuit Court for Queen Anne's County in Equity on the 12th day of March, 1954, becoming final on March 18, 1954, allowing a preliminary counsel fee to the solicitors of your complainant in the amount of One Hundred Dollars $100.00) and further ordering the respondent Philip P. Parkinson to pay the sum of Twenty Dollars ($20.00) per week to your complainant as alimony pendente lite.

3. A decree pro confesso was entered on ovember 19, 1954 following which testimony was taken and a final decree was entered on February 11, 1955 by which

the Court declared the Nevada divorce decree referred to above of no force and effect in Maryland, that Philip P. Parkinson pay Thirty Dollars ($30.00) per week to your complainant as permanent alimony, that Philip P. Parkinson forthwith pay the costs of this suit and pay to Eleanor M.Parkinson for her solicitors the sum of One Thousand Dollars ($1,000.00) as counsel fee including the preliminary counsel fee allowed by previous order, that Howard Wood, 3rd and James E. Thompson, Jr. be appointed trustees to make sale of the real estate referred to above and personal property located thereon free and clear of the two mortgages held by Anna H. Rhodes for the purpose of applying the net proceeds of sale to the payment of the counsel fees mentioned, costs of this suit, and temporary alimony previously ordered to be paid and for the further purpose of securing the payment of the permanent alimony thereby awarded, that before proceeding with said sale said appointees file with the Clerk of the Court a bond in the amount of Twenty Thousand Dollars ($20,000.00), that sale should be made at either public sale or upon due proof and approval by the court at private sale upon such terms as the court should approve, that upon final ratification of said sale and full payment of the purchase money they should convey unto the purchaser or purchasers thereof a good and sufficient deed to be executed and acknowledged agreeably to law the real estate so sold, free, clear and discharged of all claims of the parties to this cause and of the Nolon Company or of those claiming by, through, or under them or any of them, that said trustees should bring into court all of the money arising from said sale to be disposed of under the direction of the court.

4. That the trustees on March 21,1955 reported sale of the real and personal property decreed to be sold at and for the sum of Twenty Thousand Dollars $(20,000.00) unto G. Robert Carr and J. Norris Carr of Malvern, Pennsylvania, the personal property consisting of an electric refrigerator, gas stove and automatic washing machine in the ranch-type house on the property, which the trustees reported to be the only substantial building thereon.

5. That the terms of sale so reported provided for a deposit of One Thousand Dollars ($1,000.00) at the execution of the contract of sale, an additional Four Thousand Five Hundred Dollars ($4,500.00) at the time of final settlement and a ten-year amortization-type mortgage providing for 5% interest. That the contract of sale was made on March 18, 1955 and final settlement thereunder is to be made on final ratification of said sale by the court.

6. That on April 29, 1955 this court granted leave to your complainant to file the Supplemental Bill for the purpose of making Nolon Company a party respondent in this cause and thereby making Nolon Company subject to the operation and effect of the said final decree passed herein on February 11, 1955 and all other proceedings herein with respect to the reported sale of real estate and personal property.

The Supplemental Bill seeks the following relief:

(1) That Nolon Company be made a party respondent in this cause for the purpose mentioned;

(2) That Nolan Company be decreed to have no right, title interest, estate, claim or demand of, in and to aforesaid farm located in the First Election District of Queen Anne's County, Maryland; and of, in and to any personal property located thereon; and

(3) That your complainant may have such other and further relief as her case may require.

It is thereupon this 10th day of May, 1955, by the Circuit Court for Queen Anne's County in Equity ordered that the complainant by causing a copy of this Order to be published in a newspaper printed and published in Queen Anne's County, Maryland, once in each of four (4) successive weeks before the 11th day of June, 1955, give notice to Nolon Company, a New Jersey corporation, of the object and substance of the Supplemental Bill and warning it to be and appear in this court on or before the 27th day of June, 1955 to show cause if any it has why the relief prayed for by the complainant should not be granted.

T. SORDEN PIPPIN
Clerk of the Circuit Court for Queen Anne's County

True Copy:
Test:

T. SORDEN PIPPIN
Clerk.

Filed May 10, 1955

THE QUEENSTOWN NEWS

Queenstown, Md. June 3, 1955

THE QUEENSTOWN NEWS, and George J. Steinfelt, do hereby certify that the Order of Publication in the case of Eleanor N. Parkinson, Complainant, Vs. Nolon Company, a N.J. corporation Cause No. 3914 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 11th day of June 1955, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 13th day of May 1955.

THE QUEENSTOWN NEWS

By GEORGE J. STEINFELT

Filed July 15, 1955

Decree Pro Confesso
Filed July 15, 1955

ELEANOR N. PARKINSON	)	IN THE
Vs.	)	CIRCUIT COURT
NOLON COMPANY, A NEW JERSEY CORPORATION	)	FOR
		QUEEN ANNE'S COUNTY
		IN EQUITY CAUSE No. 3914

****

DECREE PRO CONFESSO

It appearing that the Nolon Company, a New Jersey Corporation, Defendant, has failed to appear and has failed to file an answer to the Supplemental Bill of Complaint although notice appears to have been given as required by the Order of Publication; and it further appearing that the Plaintiff is entitled to relief, but because it does not certainly appear to what relief she may be entitled, IT IS, THEREUPON, this 15th day of July 1955 by the Circuit Court for Queen Anne's County in Equity, ADJUDGED, ORDERED AND DECREED that the Supplemental Bill of Complaint be taken Pro Confesso against the Nolon Company and that leave be and it is hereby granted to the Plaintiff to take testimony in support of the allegations in the Supplemental Bill.

Wm. R. HORNEY
Judge

Filed July 15, 1955

ELEANOR M. PARKINSON, Complainant,	)	In the Circuit Court for
vs.	)	Queen Anne's County
NOLON COMPANY, a New Jersey corporation, Respondent.	)	in Equity
		Cause No. 3914.

PLAINTIFF'S REQUEST THAT DEFENDANT ADMIT TRUTH OF CERTAIN FACTS

Eleanor M. Parkinson, by James E. Thompson, Jr., and Gibson and Wood, her attorneys, do hereby request Nolon Company, a body corporate of the State of New Jersey, respondent in the above entitled case, on or before eleven (11) days after service hereof, to admit the truth of the following matters of fact:

1. That for more than one year prior to January 1, 1952, Philip P. Parkinson was president of and substantially owned and controlled Nolon Company, a New Jersey corporation, and that he used the name of Nolon Company for the purpose of holding title to certain of his individual assets during the same time; and that, during the same time, the secretary to the Nolon Company was Jean S. Matthews, also sometimes known as Jean S. Nolan.

2. That on April 28, 1951, Philip P. Parkinson used the name of Nolon Company to take title to a certain farm in the First Election District of Queen Anne's County, State of Maryland, called "The Quill Farm", containing 397 acres of land, more or less, being the same land conveyed to Nolon Company by a deed dated April 28, 1951, and recorded among the land records of Queen Anne's County, Maryland, by one Harry E. Watkins and wife.

3. That there were no funds of Nolon Company used to purchase the said farm of said Watkins and wife, the consideration therefor having been furnished entirely by Philip P. Parkinson.

4. That said farm was an asset of Philip P.Parkinson during the entire period of time in which Nolon Company held record title thereto.

5. That Nolon Company has no interest in or claim to said farm or any of the personal property located thereon at any time prior thereto.

JAMES E. THOMPSON JR.
(James E. Thompson,Jr.)
Address: Centreville, Maryland

GIBSON AND WOOD
By Howard Wood, 3rd
(Howard Wood, 3rd)
Address: Centreville, Maryland
Attorneys for Eleanor M. Parkinson.

August 3, 1955.

JAMES A. MUSICK
Sheriff

Phone: Kimberly 2-7221

COUNTY OF ORANGE
SANTA ANA, CALIFORNIA

August 18, 1955

James E. Thompson Jr.
Attorney at Law
Centreville, Maryland

Dear Sir:

Re: Parkinson vs.
Nolon Co.

You will find enclosed the papers in the above-captioned matter which we were unable to serve.

The deputy reports that the defendant's father L. L. Parkinson a man 86 years old stated that his son Philip and daughter in law Jean Mathews have not been seen in Laguna for several months. He stated that he thought they were in northern California, but could not give an address.

We have ordered a warrant in your favor in the amount of $9.30 refund on your deposit.

Yours very truly,

JAMES. A. MUSICK, Sheriff

By GEORGIA C. HARVEY
Georgia C. Harvey Deputcy

GCH
Encl.

Filed Aug. 22, 1955

RETURN ON PLAINTIFF'S REQUEST THAT DEF/ ADMIT TRUTH OF CERTAIN FACTS
NOT SERVED

STATE OF CALIFORNIA)SS.
)
COUNTY OF ORANGE

SHERIFF'S OFFICE

I, JAMES A. MUSICK, Sheriff of the County of Orange, Hereby Certify that I received the hereunto annexed REQUEST on the 15th day of August, 1955, and after diligent search and careful inquiry, I was unable to locate the within Defendants, Philip P. Parkinson and or Jean S. Matthews aka Jean S. Nolan ada Jean S. Parkinson in Orange County.

Dated at Santa Ana, California, this 18th day of August, 1955.

JAMES A. MUSICK, Sheriff

By D. W. LEWIS
D. W. Lewis Deputy Sheriff

Sheriff's Fees, $7.30

Filed Aug. 22, 1955

ELEANOR M. PARKINSON, Complainant,	)	
		In the Circuit Court
Vs.	)	
		for Queen Anne's County
NOLON COMPANY, a New Jersey corporation, Respondent.	)	In Equity
	)	Cause No. 3914.

PLAINTIFF'S REQUEST THAT DEFENDANT ADMIT TRUTH OF CERTAIN FACTS

Eleanor M. Parkinson, by James E. Thompson, Jr., and Gibson and Wood, her attorneys, do hereby request Nolon Company, a body corporate of the State of New Jersey, respondent in the above entitled case, on or before eleven (11) days after service hereof, to admit the truth of the following matters of fact:

1. That for more than one year prior to January 1, 1952, Philip P. Parkinson was president of and substantially owned and controlled Nolon Company, a New Jersey corporation, and that he used the name of Nolon Company for the purpose of holding title to certain of his individual assets during the same time; and that, during the same time, the secretary to the Nolon Company was Jean S. Matthews, also sometimes known as Jean S. Nolan.

2. That on April 28, 1951, Philip P. Parkinson used the name of Nolon Company to take title to a certain farm in the First Election District of Queen Anne's County, State of Maryland, called "The Quill Farm", containing 397 acres of land, more or less, being the same land conveyed to Nolon Company by a deed dated April 28, 1951, and recorded among the land records of Queen Anne's County, Maryland, by one Harry E. Watkins and wife.

3. That there were no funds of Nolon Company used to purchase the said farm of said Watkins and wife, the consideration therefor having been furnished entirely by Philip P. Parkinson.

4. That said farm was an asset of Philip P. Parkinson during the entire period of time in which Nolon Company held record title thereto.

5. That Nolon Company has no interest in or claim to said farm or any of the personal property located thereon at any time prior hereto.

JAMES E. THOMPSON JR.
(James E. Thompson, Jr.)

Address: Centreville, Maryland

GIBSON AND WOOD

By HOWARD WOOD, 3rd
(Howard Wood, 3rd)

Address: Centreville, Maryland

Attorneys for Eleanor M. Parkinson

August 3, 1955.

Filed Aug. 22, 1955

ELEANOR M. PARKINSON, Complainant,	)	In the Circuit Court for Queen Anne's County
Vs.	)	In Equity
NOLON COMPANY, a New Jersey corporation. Respondent.	)	Cause No. 3914.
	)	

PLAINTIFF'S REQUEST THAT DEFENDANT ADMIT TRUTH OF CERTAIN FACTS

Eleanor M. Parkinson, by James E. Thompson, Jr., and Gibson and Wood, her attorneys, do hereby request Nolon Company, a body corporate of the State of New Jersey, respondent in the above entitled case, on or before eleven (11) days after service hereof, to admit the truth of the following matters of fact:

1. That for more than on year prior to January 1, 1952, Philip P. Parkinson was president of and substantially owned and controlled Nolon Company, a New Jersey corporation, and that he used the name of Nolon Company for the purpose of holding title to certain of his individuals assets during the same time; and that, during the same time, the secretary to the Nolon Company was Jean S. Matthews, also sometimes known as Jean S. Nolan.

2. That on April 28, 1951, Philip P. Parkinson used the name of Nolon Company to take title to a certain farm in the First Election District of Queen Anne's County, State of Maryland, called "The Quill Farm", containing 397 acres of land, more or less, being the same land conveyed to Nolon Company by a deed dated April 28, 1951, and recorded among the land records of Queen Anne's County, Maryland, by one Harry E. Watkins and wife.

3. That there were no funds of Nolon Company used to purchase the said farm of said Watkins and wife, the consideration therefor having been furnished entirely by Philip P. Parkinson.

4. That said farm was an asset of Philip P. Parkinson during the entire period of time in which Nolon Company held record title thereto.

5. That Nolon Company has no interest in or claim to said farm or any of the personal property located thereon at any time prior hereto.

JAMES E. THOMPSON JR.
(James E. Thompson, Jr.)

Address: Centreville, Maryland.

GIBSON AND WOOD

By Howard Wood, 3rd
(Howard Wood, 3rd)
Address: Centreville, Maryland.

Attorneys for Eleanor M. Parkinson.

August 3, 1955.
Filed Aug. 22, 1955

Affidavit of Plaintiff's Attorneys
Filed Aug. 22, 1955

ELEANOR M. PARKINSON, Complainant,	)	In the Circuit Court for Queen Anne's County in Equity
vs.	)	
NOLON COMPANY, A New Jersey corporation, Respondent	)	Cause No. 3914
	)	

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

I HEREBY CERTIFY, that on this 22 day of August, 1955, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared James E. Thompson, Jr. and Howard Wood, 3rd, and made oath in due form of law:

(1) That they have been advised by the State Tax Commission of Maryland that Nolon Company, respondent herein, has no Maryland resident agent certified to said State Tax Commission, and has never qualified to do business in the State of Maryland.

(2) That they have made diligent inquiry in an effort to find any officer of Nolon Company or any manager, director or agent expressly or impliedly authorized to accept service of process on behalf of said respondent, and the only such persons known to said affiants to have been in the State of Maryland at any time prior hereto are Philip P. Parkinson, President of Nolon Company, and Jean S. Matthews, Secretary of Nolon Company, both recently of Queen Anne's County, Maryland.

(3) That John Palmer Smith, attorney for Philip P. Parkinson and Jean S. Matthews, in November, 1954, advised said affiants that Philip P. Parkinson and Jean S. Matthews had gone to California or Nevada and that he did not know whether or not they or either of them would ever return to the State of Maryland.

(4) That neither said Philip P. Parkinson nor said Jean S. Matthews has returned to the State of Maryland, to the best information of said affiants;

(5) That certain matters and facts alleged in the supplemental bill in this cause are peculiarly within the knowledge of Nolon Company, respondent, or its officers; and that said affiants, (attorneys for Eleanor M. Parkinson, complainant) therefore, prepared a request for admission of such matters and facts and served the same on the State Tax Commission of Maryland, as will appear by reference to the original thereof, returned and filed herein with an admission of service signed by the State Tax Commission of Maryland as of August 5, 1955.

(6) That, further, in order to give personal knowledge of this request to said Philip P. Parkinson and Jean S. Matthews, in their capacity as officers of Nolon Company, as well as serving the State Tax Commission of Maryland as aforesaid, said affiants obtained from John Palmer Smith and Vachel A. Downes, Jr., their attorneys, their last known address, viz: 1496 Catalina Street, Laguna Beach, (Orange County), California; and that said affiants have made an unsuccessful attempt to serve said request upon Philip P. Parkinson and Jean S. Matthews, through James A. Musick, Sheriff of Orange County, California, as will appear by reference to said sheriff's return and letter appended thereto, both filed in this cause.

(7) That said affiants have no knowledge, or information, concerning the present whereabouts of Philip P.Parkinson or Jean S. Matthews except as is contained in said sheriff's letter, above mentioned.

T. SORDEN PIPPIN
Clerk of the Circuit Court
for Queen Anne's County

Filed Aug. 22, 1955

DECREE
Filed Aug. 22, 1955

ELEANOR M. PARKINSON, Complainant,	In the Circuit Court for
vs.	Queen Anne's County
	In Equity
NOLON COMPANY, a New Jersey corporation	Cause No. 3914
Respondent.	

DECREE

The proceedings in this cause having been read and considered, IT IS, this 22nd day of August, 1955, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED as follows:

1. That the matters and facts the truth of which the complainant requested the respondent, Nolon Company, to admit, and which the respondent, although duly served with such request, has not denied, are deemed admitted for the purpose of these proceedings.

2. That Nolon Company is a party respondent for the purposes mentioned in the supplemental bill of complaint.

3. That Nolon Company has no right, title, interest, estate, claim or demand of, in and to the farm located in the First Election District of Queen Anne's County, Maryland, which is the subject of these proceedings; and of, in and to any personal property located thereon;

4. That Nolon Company is hereby adjudged to be subject to the operation and effect of the decree passed herein on February 11, 1955 and all other proceedings herein with respect to the sale of real estate and personal property reported in this cause on March 21, 1955.

Wm. R. HORNEY
Judge

Filed Aug. 22, 1955

NISI

Eleanor M. Parkinson

vs.

Philip P. Parkinson, et al.

In the Circuit Court for
Queen Anne's County
In Equity
No. 3914

ORDERED, this 21st day of March, 1955, that the sale of real estate and personal property made and reported by Howard Wood, 3rd, and James E. Thompson, Jr., Trustees, be ratified and confirmed, on or after the 21st day of April, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 31st day of March, 1955, and ending on the 14th day of April, 1955.

The report states the amount of sales to be $20,000.00.

Filed: March 21, 1955.

T. SORDEN PIPPIN, Clerk

True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 3, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of Eleanor M. Parkinson vs. Philip P. Parkinson, etal 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 21st day of April, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 31st day of March 1955, and the last insertion on the 14th day of April, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Shirley L. Kinnear

Filed Sept. 16, 1955

FINAL ORDER OF RATIFICATION OF SALE
Filed Sept. 16, 1955

ELEANOR M. PARKINSON	)	
	)	In the Circuit Court
vs.	)	for
PHILIP P. PARKINSON and JEAN S. MATTHEWS (also known as Jean S. Nolan), and NOLAN COMPANY, a New Jersey corporation	)	Queen Anne's County
	)	in Equity
	)	Cause No. 3914

* * * * * * * * * * *

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, this 16th day of September, 1955, 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 Howard Wood, 3rd, and James E. Thompson Jr., Trustees 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; that the proceedings in the above entitled cause be forthwith referred to the regular Auditor of this Court to state an audit of the proceeds of said sale; and that said Howard Wood, 3rd and James E. Thompson Jr., Trustees as aforesaid, are allowed the usual commissions allowed by this Court upon sales of real estate and for all expenses, not personal, upon producing vouchers therefor before the Auditor.

Wm. R. HORNEY
Judge

Filed Sept. 16, 1955

::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twentieth day of June in the year nineteen hundred and forty five, the following Bill of Complaint was filed forrecord, to wit:

C A U S E N O. 3440

Norman Pierson, Complainant,	#	
vs.	#	In the Circuit Court for Queen Anne's County, in Equity. Cause No. 3440
Frank Porter, Jack Porter and Gertie Porter, his wife, Kenneth Porter and Sarah Porter, his wife, Audrey Hanes and Edward Hanes, her husband, Hannah Porter, Lula P. Bosse and Howard Bosse, her husband, Garnetta Staigerwald and Frederick Staigerwald, her husband, Nina Cummings, Helen Weyant and Paul Weyant, her husband and Alice C. Peirson, Defendants.	#	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, Norman Pierson, by John Palmer Smith, his solicitor, brings this Bill of Complaint for himself as well for all other creditors of Mary H. Pierson and James A. Pierson, both deceased, who will come in and contribute to the expenses of this suit, complaining says:

1. Your complainant is the assignee for value of Barton Bros., undertakers, of an account due them, for materials provided and services rendered in the burial of the remains of Mary H. Pierson, deceased, late of Queen Anne's County, Maryland, said account being in the sum of $273.00; and your complainant is likewise the assignee for value of the same parties for like services rendered in the burial of James A. Pierson, late of Queen Anne's County, Maryland, deceased, said account being in the sum of $385.00, the deceased parties being the mother and father of your complainant, said accounts duly assigned marked "Complainant's Exhibits No. 1 and 2" being filed herewith as a part hereof.

2. That the said Mary H. Pierson departed this life, intestate, in Queen Anne's County, sometime in the year 1933, possessing no person estate, and that letters of administration have not been granted on either her real or personal estate, the said deceased was at the time of her death seized and possessed of the following three tracks of land, to wit:

Tract No. 1. Lot of land in or near Grasonville, Fifth Election District of this County, containing one quarter of acre of land, more or less, granted and conveyed to her by deed dated December 19th., 1879, in the name of Mary H. Porter, who in the same and identical party as the herin named Mary H. Pierson, from Wm. I. Harris, deed recorded in Liber J.W. No. 10, folio 199 & etc., a Land Record Book for Queen Anne's County, a certified copy of which is filed herewith as a part hereof:

Tract No. 2. Lot of land adjacent to track No. 1, and contains one quarter of an acre of land, more or less, granted and conveyed to the said Mary H. Pierson, under the name of Mollie Pierson, who is the same and identical party as described herein as Mary H. Pierson, by deed from George W. Marville and wife, dated June 1st, 1883, recorded in Liber S.C.D. No. 3, folio 125 & etc., a Land Record Book for Queen Anne's County, a certified copy of which is filed herewith as a part hereof.

Tract No. 3. Lot of land adjacent to Tracks No. 1 and 2 aforesaid, containing one quarter of an acre of land, more or less, granted and conveyed to the said Mary H. Pierson by William Elmer Tarr, by deed dated June 5th., 1919, recorded in Liber J.F.R. No. 2, folio 334 & etc., a Land Record Book for Queen Anne's County, a certified copy of which is filed herewith as a part hereof;

Said certified copies of deed marked "Complainant's Exhibits 3, 4 and 5" for identification.

The said tracts are subject nevertheless to the following restriction or right of way, which is described in the deed from George W. Marville, which states that said deed was given upon the following consideration, to wit: "In consideration of Mollie Pierson giving the said George W. Marville, the right to make a new road through her lot of land" which is the consideration for the grant by Marville.

3. That the said Mary H. Pierson being so seized and possessed at the time of her death,died intestate, leaving surviving her as her only heirs at law, to wit: the within named, James A. Person, now deceased, her husband, who then became seized of an undivided one third interest in the aforesaid lands; Frank Porter, a son by a fomer marriage, who is seized an undivided one ninth interest in the aforesaid land; Hannah Porter, widow,Jack Porter,Kenneth Porter and Audrey Hanes, widow and only heirs-at-law of Ernest Porter, a son of the said Mary H. Pierson and who died intestate in 1942, that the said Hannah Porter is seized and possessed of an undivided three eighty first interst and each of said children is seized and possessed of an undivided two eight first interest in the aforesaid tracts; your complainant, Norman Pierson, a son of the deceased, who is seized of an undivided one ninth interst in the aforesaid tracts; Lula P. Bosse and Garnetta Staigerwald, only heirs-at-law of Clarence O.Pierson, a son of Mary H. Pierson, who died intestate in 1934, are each seized of an undivided one eighteenth interest in the aforesaid tracts of land; Nina Cummings, a daughter of the deceased, who is seized of an undivided one ninth interest in said land; Helen Weyant, only heir-at-law of Elva Cummings, a daughter of the deceased, who died intestate in 1931, is seized of an undivided one

ninth interest in the aforesaid land; that the interest in said land as above set forth is subject nevertheless to any debts due by the estate of the said Mary H. Pierson.

4. That the said James A. Pierson, a resident of Queen Anne's County, died intestate in February, 1945, possession no personal estate but the herinafter described real estate, that no letters of administration have been granted on either the personal or real estate of the saiddeceased, that the real estate of which James A. Pierson died seized is as follows, to wit:

All that lot or tract of land situate in Grasonville, Fifth Election District of Queen Anne's County, Maryland, granted and conveyed to the said James A. Pierson and Mary H. Pierson, his wife, by deed dated the 16th. day of June, 1906, from Frank Warner et al. and recorded in Liber S.S. No. 2, folio 43 & etc., a Land Record Book for Queen Anne's County, a certified copy of which is herewith filed marked "Complainant's Exhibit No. 6" and made a part hereof.

5. That the said James A. Pierson, being seized and possessed of the aforesaid real estate and likewise being seized and possessed of his dower interest in the real estate of the said Mary H. Pierson, left surviving him as his only heirs at law, the following, to wit: your complainant, Norman Pierson, a son, who is seized of an undivided one quarter interest in same; Lula P. Bosse and Garnetta Staigerwald, only heirs-at-law of Clarence O. Pierson, a deceased son of James A. Pierson, who died intestate in 1934, are each seized of undivided one eighth interest therein; Nina Cummings, a daughter of the deceased, who is seized and undivided one quarter interest therein; Helen Weyant, only heir at law of Elva Cummings, a daughter of the deceased, and who died intestate in 1931, is seized of an undivided one quarter interest therein; said seizure being subject nevertheless to the debts of the estate of James A. Pierson, deceased.

6. Your complainant alleges that it is impossible to sell any one or more of these parcels of land separetly, and that the said four tracts must be sold as one whole property, for that the said four tracts have been used as one tract for many years, improved by a dwelling house and outbuildings, in which dwelling house the said Mary H. Pierson and James A. Pierson resided for many years; and that the same can in no wise be divided without considerable loss and injury to the parties interested.

7. That your complainant is married to the defendant, Alice C. Pierson, and reside in Queen Anne's County; that the defendant, Frank Porter is a widower and resides at 3125 Eastern Avenue, Baltimore, Maryland; that the defendants, Jack Porter and Gertie Porter, his wife, reside at 3122 Kentucky Ave., Baltimore, Maryland; that the defendant; Kenneth Porter is married to the defendant, Sarah Porter, that Kenneth Porter resides at 3122 Kentuckey Ave., Baltimore, Maryland, that Sarah Porter, his wife, is a non resident of the State of Maryland, resides at 104 Rosemont Ave., New Cumberland, State of Pennsylvania; that the defendant Audrey Hames is married to the defendant, Edward Hanes and they reside, at 3116 Kentuckey Ave., Baltimore, Maryland, as also does Hannah Porter, the defendant; that Lula P. Bosse is married to Howard Bosse, both of said defendants reside at 424 3rd. Street, Baltimore, Maryland; that the defendant, Garnetta Staigerwald is married to the defendant; Frederick Staigerwald and they reside at 3428 Dillow Street, Baltimore, Maryland; that the defendant Nina Cummings resides in Baltimore City, Maryland; that the defendant, Helen Weyant is married to the defendant, Paul Weyant, that Helen Weyant is a resident of Queen Anne's County and that her husband is engaged with the armed forces of the United States exact place unknown to your complainant: That all the parties to this cause are over 21 years of age.

TO THE END THEREFORE:

1. That a trustee be appointed to make sale of the herein described real estate or so much thereof as may be necessary to satisfy the claims of the complainant and the claims of all other creditors of the said Mary H. Pierson and James A. Pierson, both deceased, who may come and contribute to the expenses of this suit.

2. That your complainant 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 complainant the writs of subpoena directed to the Sheriff of Queen Anne's County, Maryland, commanding him to summon the defendant, Alice C. Pierson and the defendant, Helen Weyant; and to the Sheriff of Baltimore City, Maryland, commanding him to summons the defendants, Frank Porter, Jack Porter and Gertie Porter, his wife, Kenneth Porter, Audrey Hanes and Edward Hanes, her husband, Hannah Porter, Lula P. Bosse and Howard Bosse, her husband, Garnetta Staigerwald and Frederick Staigerwald, her husband, and Nina Cummins to be and appear in this Court on a day certain to be named therein,either in person or by solicitor, and to answer this Bill of Complaint; and the Order of Publication giving notice to the defendant, Sarah Porter, a non-resident of the State of Maryland and a resident of New Cumberland, State of Pennsylvania, of the object and substance of this bill of complaint, and warning her to be and appear in this Court, either in person or by solicitor, on or before a day certain to be named therein, and to answer this Bill of Complaint and to abide by and perform any Order or Decree that may be passed in the premises.

And as in duty bound & etc.

JOHN PALMER SMITH
Solicitor for Complainant.

Telephones Day 111
Night 238
201

Centreville, Md., Feby 28 1945

Mr. Norman Pierson
Grasonville, Md.

To BARTON BROS.

To balance due with interest at 6% Funeral Expenses of

Mary H. Pierson

$273.00

Received Payment

Barton Bros.
By W. Edward Barton

Feby. 28 1945

1933			
Sept. 10	To preparing for burial	15.00	
	To ½ Couch casket)		
	To Personal Service)		
	To Opening Grave)		
	To Pine Box)	160.00	
	To Blanket of flowers	20.00	
	To Funeral Coach Service	15.00	
		210.00	
Sept. 12	By cash (flowers)		20.00
1934	By cash (Clarence Pierson)		25.00
	Balance due	165.00	
	In't to date (Feby 28-45)	108.00	
		273.00	
1945 Feby 28	By check Norman Pierson		273.00

The amount evidenced by this account having been paid by Norman Pierson, we hereby transfer and assign said account unto Norman Pierson in the sum of $273.00, without recourse.

Barton Brothers,
by W. Edward Barton
Junior Partner.

Dated March 20th, 1945.

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

I HEREBY CERTIFY that on this 19th day of June, in the year nineteen hundred and forty-five, before me, the subscriber, a notary public in and for the State of Maryland, and for Queen Anne's County, personally appeared Norman Pierson, and made oath in due form of law that the within and aforegoing account as stated is just and true and that he has not received any part of the money stated to be due or any security or satisfaction for the same, except what is credited.

Notary Public Seal. LEOLA CLEVENGER
Notary Public.

Telephones Day 111
Night 238
201

Centreville, Md., Feby 28 1945
Mr. Norman Pierson
Grasonville, Md.
To BARTON BROS.

To Funeral Expenses of
James Alfred Pierson

$385.00

Received Payment
Barton Bro.
by W. Edward Barton

Feby 28 1945

1941			
Feby 27	To preparing for burial	25.00	
	To ½ Oak Casket)		
	To Personal Services)	275.00	
	To Concrete Vault	50.00	
	To Cemetery charges	20.00	
	To Funeral Coach Service	15.00	
		385.00	
Feby 28	Credit by check of Norman Pierson		385.00

The amount evidenced by this account havingbeen paid by Norman Pierson, we hereby transfer andassign said account unto Norman Pierson in the sum of $385.00, without recourse.

Barton Brothers,

by W. Edward Barton
Junior Partner

Dated: March 20th, 1945.

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

I HEREBY CERTIFY that on this 19th day of June, in the year nineteen hundred and forty-five, before me, the subscriber, a notary public in and for State of Maryland, and for Queen Anne's County, personally appeared Norman Pierson, and made oath in due form of law that the within and aforegoing account as stated is just and true and that he has not received any part of the money stated to be due or any security or satisfaction for the same, except what is credited.

Notary Public Seal. LEOLA CLEVENGER notary public.

Complaint's Exhibit No.3
Filed June 20, 1945

QUEEN ANNE'S COUNTY, To wit: Be it remembered, that on the twentieth day of December, in the year Eighteen hundred and Seventy nine, the following Deed was brought to be recorded, to wit:

This deed made this 19th day of December Eighteen Hundred and Seventy Nine by me Wm J. Harris of Queen Anne's County, State of Maryland, Witnesseth that in consideration of the sum of Fifteen Dollars, I the said Wm. J. Harris do grant unto Mary H. Porter of Queen Anne's County in said State, in fee simple, all that lot of land being a portion of the land known as the Robt. Harris land, situate in Piney Neck,on the west side of the road leading to the property of Mrs. Elizabeth Taylor, and adjoins the land of Jno H. Tarr and Mrs. Sarah Warner and contains one Quarter of an acre, more or less. it being a portion of the land conveyed to me by Mrs. Sarah Warner by deed bearing date of the 16th day of Sept 1879.

Witness my hand and seal.

TEST: JOHN M. AKER J.P. WM. J. HARRIS his X mark (SEAL)

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this 19th day of December 1879 before the subscriber a Justice of the Peace of the State of Maryland, in and for the county aforesaid,personally appeared Wm. J. Harris, grantor above named and did acknowledge the aforegoing deed to be his act.

JOHN M. AKER J.P.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforeging is true taken and copied from Liber J.W. No. 10 folio 199 A Land Record Book for Queen Anne's County.

Clerk's 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 16th day of June in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk of Court.

Complainant's Exhibit No. 4
Filed June 20, 1945

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the fifth day of June in the year Eighteen hundred and Eighty three the following Deed was brought to be recorded, to wit:

This deed made this 1st day of June in the year Eighteen Hundred and Eighty three by George W. Marvel and Sarah A. Marvel his wife of Queen Annes County State of Maryland, witnesseth that the said George W. Marvel and Sarah A. Marvel his wife, in consideration of Mrs. Mollie Pierson giving the said Geo.W. Marvel, the right to make a new road through her lot of land, do grant and convey to the said Mrs. Mollie Pierson in exchange, in fee simple

all that lot of land in front of her dwelling house and adjoining the land of Jno Tarr, and on the west side of the new road as now made, leading to the residences of J.J. Taylor and B.S. Evans, and containing one quarter of an acre of land, more or less, situate, lying and being in the 5th Election district of Queen Annes County, and the said George W. Marvel and Sarah A. Marvel his wife covenants that they will warrant generally the property hereby conveyed and will execute such further assurances of title as may be requisite.

As witness their hands and seals.

Witness: GEORGE W. MARVIBLE (SEAL)

JOHN O.PHILLIPS SARAH A. MARVLE (SEAL)

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this First day of June in the year Eighteen Hundred and Eighty three personally appeared before me the subscriber a Justice of the Peace of the State, in and for Queen Anne's County, George W. Marvel and Sarah A. Marvel, his wife and acknowledged the aforegoing deed to be their respective act.

JOHN O.PHILLIPS J.P.

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

I hereby certify that the aforegoing is truly taken and copied from Liber S.C.D. No. 3, folio 125 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 June, in the year nineteen hundred and forty five.

A. SYDNEY GADDJR.
Clerk of Court

Complainant's Exhibit No. 5
June 20, 1945

#7049 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventeenth day of June, in the year nineteen hundred and nineteen, the following Deed was brought to be recorded, to wit:-

This Deed made this 5th day of June in the year Nineteen Hundred and Nineteen by Wm. Elmer Tarr and Genieve Tarr his wife, of Baltimore City, in the State of Maryland,-

Witnesseth, that for and in consideration of the sum of fifty dollars, ($50.00) the receipt of which is hereby acknowledged, the said Wm. Elmer Tarr and Genieve Tarr, his wife, do hereby grant and convey unto Mary H. Pierson, in fee simple all that lot or parcel of land situated, lying and being in the village of Winchester, Queen Anne's County aforesaid, which is more particularly described by the following metes and bounds, to wit:- beginning at a post and running a south west coursefor one hundred feet by the barn of Wm. Elmer Tarr, to a post, then a northwest course to the land John J. Jones, then along said John J. Jones line to the land of Mary H. Pierson and following her line to the post of beginning, containing one-fourth of an acre, more or less.

Together with the improvements thereon and the rights, ways, and priveleges thereto belonging or in any wise appertaining or belonging, And the said Wm. Elmer Tarr and Genieve Tarr his wife covenant that they will warrant specially and generally the title to the property hereby conveyed and that they will execute such further assurances of title as may be requisite.

Witness our hands and seals the day and date above written.

Test: Edward J. Lucke WILLIAM ELMER TARR (SEAL)

GENEVIEVE TARR

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:-

I hereby certify, that on this 5th day of June 1919, before the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, aforesaid, personally appeared Wm. Elmer Tarr and Genieve Tarr his wife, and did each acknowledge the aforegoing deed to be their respective act. Given under my hand this 5th day of June 1919.

Notary Public
Seal.

EDWARD J. LUCKE
Notary Public
My Commission expires May 4/1920.

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

I hereby Certify that the aforegoing is truly taken and copied from Liber J.F.R. No. 2 folio 334 A Land Record Book for Queen Anne's County.

Clerk's 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 16th day of June, in the year nineteen hundred and forty five.

A. SYDNEY GADDJR.
Clerk of Court.

Complainant's Exhibit No. 6
June 20, 1945

QUEEN ANNE'S COUNTY, TO WIT: be it remembered that on the twenty-eighth day of September in the year Nineteen Hundred and Six the following Deed was brought to be recorded, to wit:

This deed made this 16 day of June in the year Nineteen Hundred and Six by Frank B. Warner and Ella V. Warner his wife of Queen Anne's County Maryland and Silas Marvel and Mary B. Marvel his wife of the City of Philadelphia State of Pennsylvania.

Witnesseth that for and in consideration of the sum of Twenty Five Dollars the said Frank B. Warner and Ella V. Warner his wife and Silas Marvel and Mary B. Marvel his wife do hereby grant and convey unto James A. Pierson and Mary H. Pierson his wife in fee simple, all that lot or parcel of land situated, lying and being in the village of Winchester, Queen Annes County. Aforesaid which is more particularly described by the following metes and bounds to wit:-

Beginning at the northeast corner of John H. Tarr's land and running in an eastly course to a road leading threw the said village to the railroad station a distance of Ninety Nine feet and bounded on the east by the aforesaid road the distance of One Hundred and eighteen and one half feet on the south by the land of Mary H. Pierson's of the distance of One Hundred and twelve and one half feet and on the West by the land of John H. Tarr of the distance of One Hundred and Sixteen and one half feet containing one Quarter Acre be the same more or less.

Together with the improvements thereon and the rights, ways, and priveledges thereto belonging or in any wise appertaining or belonging to The said Frank Warner and Ella Warner his wife and Silas Marvel and Mary B. Marvel his wife to covenant that they will warrant especially and generally the title to the property, thereby conveyed and that they will execute such farther assurances of title as may be requisite.

Witness our hand and seal the day and date above written.

Test: Chas O. Coursey	FRANK B. WARNER	(SEAL)
Test: Chas O. Coursey	ELLA V. WARNER	(SEAL)
	S. H. MARVEL	(SEAL)
	MARY B. MARVEL	(SEAL)

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

I hereby certify that on this 16 day of June Nineteen Hundred and Six before me the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid personally appeared Frank B. Warner and Ella V. Warner his wife and did each acknowledge the aforegoing deed to be their respective act.

CHAS O. COURSEY J.P.

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

I hereby certify that on this 31 day of August 1906 before me the subscriber a Justice of the Peace of the State of Maryland in and for Queen Annes County personally appeared S.H. Marvil and Mary B. Marvil his wife and did each acknowledge the aforegoing deed to be there act.

CHAS O. COURSEY J.P.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing is truly taken and copied from Liber S.S. No. 2, folio 43 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 16th day of June in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk of Circuit Court

ORDER OF PUBLICATION
Filed June 20, 1945

ORDER OF PUBLICATION

Norman Pierson, Complainant,	#	In the Circuit Court for Queen Anne's County, in Equity. Cause No. 3440
VS.	#	
Frank Porter et al., Respondents.	#	
	#	

The object of this suit is to have a Trustee appointed by the Court to make sale of the real estate of which Mary H. Pierson and James A. Pierson, both of Queen Anne's County, Maryland, deceased, died seized and possessed to satisfy the claims of the complainant and all others creditors of both deceased parties who will come in and contribute to the expenses of this suit.

The bill states that Mary H. Pierson died intestate in 1933, leaving no personal estate, no letters of administration granted on her estate, but seized and possessed of three separate tracts of land constituting about three quarters of an acre, in or near Grasonville, that the complaint is assignee for value of the undertaker's bill for her funeral expenses, that her heirs-at-law were her surviving husband, James A. Pierson, Frank Porter, a son, Hannah Porter, widow of Ernest Porter, a deceased son, three grandchildren, children of Ernest Porter, who are Jack Porter, Kenneth Porter and Audrey Hanes, the complainant, a son, Lula P. Bosse and Garnetta Staigerwald, children of Clarence O. Pierson, a deceased son, Nina Cummins, a daughter Helen Weyant, daughter of Elva Cumming, a deceased daughter of the deceased.

That James A. Pierson died intestate in 1945, leaving no personal estate, no letters of administration on his estate, but seized and possessed of about one quarter of an acre of land, in or near Grasonville, that the complainant is theassignee for value of the undertaker's claim for his burial expenses, that the deceased left surviving him as his only heirs-at-law, the complainant, a son, Lula P. Bosse and Garnetta Staigerwald, only heirs at law of Clarence O. Pierson, a deceased son, who died intestate, Nina Cummings a daughter, Helen Weyant, daughter and only heir at law of Elva Cummings, a daughter of the deceased, who died intestate.

The bill furtherstates Jack Porter is married to Gertie Porter, Kenneth Porter is married to Sarah Porter, Audrey Hanes is married to Edward Hanes, Garnetta Staigerwald is married to Frederick Staigerwld, that Helen Weyant is married to Paul Weyant. That all the defendants are residents of the State of the State of Maryland, save and except Sarah Porter, who resides in New Cumberland, State of Pennsylvania and Paul Weyant who is in the services of the armed forces of the United States, asks for a an order of publication against Sarah Porter, who resides at 104 Rosemont Ave., New Cumberland, State of Pennsylvania, that all parties to this cause are adults;

That the said properties of Mary H. Pierson and James A. Pierson have for many years been treated as one tract, one dwelling house and outbuildings thereon, tha the said parcles could not be divided without material loss or injury to the parties interested therein.

IT IS THEREUPON, Ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, on this 20th day of June, 1945, that the complainant, Norman Pierson 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 succesive weeks before the 21st day of July, 1945, give notice to the said Sarah Porter, non resident of the State of Maryland and resident of the State of Pennsylvania, of the object and substance of this Bill of Complaint, warning her to be and appear in this Court, in person or by solicitor, on or before the 6th day of August, 1945, next, to show cause, if any he has, why a decree should not be procired as prayed.

A. SYDNEY GADD JR.
Clerk

Filed June 20, 1945

Joint and several answers of
Alice C. Pierson, Helen Weyant and
Paul Weyant, her husband.
Filed June 22, 1945

Norman Pierson,

vs.

Frank Porter, et al.,

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY.
CHANCERY No. 3440.

******

The joint and several Answers of Helen Weyant, Paul E. Weyant and Alice C. Pierson, adults, to the Bill of Complaint of Norman Pierson against them in this Court exhibited:

These Defendants, all 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.,

HELEN WEYANT
Helen Weyant

PAUL E. WEYANT
Paul E. Weyant

ALICE C. PIERSON
Alice C. Pierson

Filed June 22, 1945

Subpoena
Filed June 23, 1945

QUEEN ANNE'S COUNTY, to wit:

THE STATE OF MARYLAND

TO
Helen Weyand

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 July next, to answer the complaint of Norman Pierson 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 Twentieth day of June 1945

JOHN PALMER SMITH — A. SYDNEY GADD JR. Clerk

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 July next, being the Return Day.

A. SYDNEY GADD JR. Clerk

Subpoena
Filed June 23, 1945

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Alice C. Pierson
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 July next, to answer the complaint of Norman Pierson 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 Twentieth day of June 1945

John Palmer Smith
Solicitor for Complainant — A. SYDNEY GADDJR. 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

Subpoena
Filed June 25, 1945

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

TO
Seal's Place
Nina Cummings
512 S.Gilmore Street

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 Norman Pierson 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 Twentieth 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 inthe 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 aforegoing is the following endorsement to wit:

Summoned and a copy of the process left with the Defendant.

Joseph C. Deegan
Sheriff

Subpoena
Filed June 27, 1945

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO Kenneth Porter
3122 Kentuckey Avenue

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 July next, to answer the complaint of Norman Pierson 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 Twentieth 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 July next, being the Return Day.

A. SYDNEY GADD JR. Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Summoned and a copy of the Process left with the defendant

JOSEPH C. DEEGAN
Sheriff

Filed June 27, 1945

Subpoena
Filed June 27, 1945

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Seal's Place
Audrey Hanes and Edward Hanes, her husband
3116 Kentucky Avenue

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 Norman Pierson 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 Twentieth 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 July next, being the Return Day.

A. SYDNEY GADD JR. Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Summoned ambo and a copy of the process left with each defendant.

JOSEPH C. DEEGAN
Sheriff

Filed June 27, 1945

Subpoena
Filed June 27, 1945

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Jack Porter and Gertie Porter, his wife,
3122 Kentuckey Avenue

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, a s a Court of Equity, at Centreville, in said County, on the First Monday of July next, to answer the complaint of Norman Pierson 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 Twentieth day of June 1945

A. SYDNEY GADDJR. 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 July next, being the Return Day.

A. SYDNEY GADD JR. Clerk.

And on the back of the aforegoing is the following endorsement, to wit:

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

JOSEPH C. DEEGAN
Sheriff

Filed June 27, 1945

Subpoena
Filed June 27, 1945

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Garnetta Staigerwald and Frederich Staigerwald,
her husband
Seal's Place 3428 Dillion St.

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 Norman Pierson 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 Twentieth day of June 1945

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 withinfifteen days of the first Monday of July next, being the Return Day.

A. SYDNEY GADDJR. Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Summoned ambo and a copy of the process left with defendant.

JOSEPH C. DEEGAN
Sheriff

Filed June 27, 1945

Subpoena
Filed June 27, 1945

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Hannah Porter
3116 Kentucky Avenue
Seal's 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 July next, to answer the complaint of Norman Pierson 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 Twentieth 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 withinfifteen days of the first Monday of July, next, being the Return Day.

A. SYDNEY GADD JR. Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Summoned and a copy of the process left with the defendant.

Joseph C. Deegan
Sheriff

Filed June 27, 1945

Subpoena
Filed June 30, 1945

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Seal's Place
Frank Porter
3125 Eastern Avenue

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 Norman Pierson 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 Twentieth day of June 1945

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 withinfifteen days of the first Monday of July next, being the Return Day.

A. SYDNEY GADD JR. Clerk

And on the back of the aforegoing is the following Endorsement, to wit:

Non Est

Joseph C. Deegan
Sheriff

Filed June 30, 1945

Subpoena
Filed June 27, 1945

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO

Seal's Place Lulu Bosse and Howard Bosse, her husband
424 3rd Street

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, atCentreville, in said County, on the First Monday of July next, to answer the complaint of Norman Pierson 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 Twentieth day of June 1945

A. SYDNEY GADDJR. Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Non Est
Joseph H. Grisom
Sheriff
A.A.Co.

Subpoena
Filed July 30, 1945

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Seal's Place Lula Pierson Bosse and
Howard Bosse, her husband,
824 South Conklin Street

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 August next, to answer the complaint of Norman Pierson 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

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 withinfifteen days of the first Monday of August next, being the Return Day.

A. SYDNEY GADD JR. Clerk

And on the back of the aforegoing is the following endorsement, to wit:

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

Joseph C. Deegan
Sheriff

Filed July 30, 1945

ORDER OF PUBLICATION

NORMAN PIERSON,

VS.

FRANK PORTER et al.,
Respondents.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
Cause No. 3440

The object of this suit is to have a Trustee appointed by the Court to make sale of the real estate of which Mary H. Pierson and James A.

Pierson, both of Queen Anne's County, Maryland, deceased, died seized and possessed to satisfy the claims of the complainant and all others creditors of both deceased parties who will come in and contribute to the expenses of this suit.

The bill states that Mary H. Pierson died intestate in 1933, leaving no personal estate, no letters of administration granted on her estate, but seized and possessed of three separate tracts of land constituting about three quarters of an acre, in or near Grasonville, that the complaint is assignee for value of the undertaker's bill for her funeral expenses, that her heirs-at-law were her surviving husband, James A. Pierson, Frank Porter, a son, Hannah Porter, widow of Ernest Porter, a deceased son, three grandchildren, children of Ernest Porter, who are Jack Porter, Kenneth Porter and Audry Hanes, the complainant, a son, Lula P. Bosse and Garnetta Staigerwald, children of Clarence O. Pierson, a deceased son, Nina Cummins, a daughter, Helen Weyant, daughter of Elva Cumming, a deceased daughter of the deceased.

That James A. Pierson died intestate in 1945, leaving no personal estate, no letters of administration on his estate, leaving but seized and possessed of about one quarter of an acre of land, in our near Grasonville, that the complainant is the assignee for value of the undertaker's claim for his burial expenses, that the deceased left suriving him as his only heirs-at-law, the complainant, a son, Lula P. Bosse and Garnetta Staigerwald, only heirs at law of Clarence O. Pierson, a deceased son, who died intestate, Nina Cummings, a daughter of the deceased, who died intestate.

The bill further states Jack Porter is married to Gertie Porter, Kenneth Porter is married to Sarah Porter, Audrey Hanes is married to Edward Hanes, Garnetta Staigerwald is married to Frederick Staigerwald, that Helen Weyant is married to Paul Weyant. That all the defendants are residents of the State of Maryland, save and except Sarah Porter, who resides in New Cumberland, State of Pennsylvania and Paul Weyant who is in the services of the armed forces of the United States, asks for an order of publication against Sarah Porter, who resides at 104 Rosemont Ave., New Cumberland, State of Pennsylvania, that all parties to this cause are adults;

That the said properties of Mary H. Pierson and James A. Pierson have for many years been treated as one tract, one dwelling house and outbuildings thereon that the said parcels could not be divided without material loss or injury to the parties interested therein.

IT IS THEREUPON, Ordered by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, on this 12th day of June, 1945, that the Complainant Norman Pierson by causing a copy of this Order to be inserted insome newspaper printed and published in said Queen Anne's County, Maryland, once in each of four successive weeks before the 21st day of July, 1945, give notice to the said Sarah Porter, non resident of the State of Maryland and resident of the State of Pennsylvania, of the object and substance of this Bill of Complaint, warning her to be and appear in this Court, in person or by solicitor, on or before the 6th day of August, 1945, next to show cause, if any she has, why a decree should not be procured as prayed.

A. SYDNEY GADD, JR.
Clerk.

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

Filed June 20th, 1945

THE QUEENSTOWN NEWS

Queenstown, Md. July 31, 1945

THE QUEENSTOWN NEWS, Trading as a co-partnership between Michael W. Aker and George J. Steinfelt, do hereby certify that the Order of Publication in the case of Norman Pierson, complainant, Vs. Frank Porter, et al., Respondents. In the Circuit Court for Queen Anne's County, In Equity, Cause No.3440 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 21st day of July 1945, and that the first insertion of saidadvertisement insaid THE QUEENSTOWN NEWS was on the 22nd day of June 1945

THE QUEENSTOWN NEWS

By GEORGE J. STEINFELT

Filed Aug. 2, 1945

Subpoena
Filed Aug. 6, 1945

QUEEN ANNE'S COUNTY, TO WIT:

THE STATE OF MARYLAND

TO
Frank Porter
3125 Eastern Avenue
Seal's Place

OF BALTIMORE CITY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before theCircuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County,on the Norman Pierson against you in said 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

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 withinfifteen days of the first Monday of August next, being the Return Day.

A. SYDNEY GADD. JR. Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Non Est

Joseph C. Deegan
Sheriff

Filed Aug. 6, 1945

Decree Pro Confesso
Filed Aug. 23, 1945

Norman Pierson,	#	In the Circuit Court for Queen Anne's County, in Equity.
VS.	#	
Frank Porter et al.	#	Cause 3440.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That the adult Defendant, Sarah Porter, a non-resident of the State of Maryland, has been duly notified by an Order of Publication published once in each of four successive weeks before the 21st., day of July, warning her to be and appear, either in person or by solicitor, in this Court on or before the 6th. day of August, last, as per certificate of publication of said order with copy thereto attached, filed in thiscause, and has not yet appeared either in person or by solicitor.

2. That the adults defendants, Jack Porter and Gertie Porter,his wife, Kenneth Porter, Hannah Porter, Audrey Hanes and Edward Hanes, her husband, Lula P. Bosse and Howard Bosse, her husband, Garnetta Staigerwald and Frederick Staigerwald, her husband, and Nina Cummings, have been duly summoned to appear, as shown by the return of said summons filed herein and all of them have failed to appear either in person or by solicitor in accordances with order to appear in each and every summons.

3. Your Petitioner is advised and so alleges that he has a right to have said Bill of Complaint taken pro confesso against said defendants for and on account of their failure to appear, either in person or by solicitor, to the Bill of complaint of your petitioner.

Your petitioner prays an order of Court taken said Bill of Complaint pro confesso against said defendants.

And as in duty bound & etc.

JOHN PAIMER SMITH
ATTY. for Petitioner.

Filed Aug. 23, 1945

ORDER OF COURT.

The aforegoing petitioner having been read and considered, IT IS THEREUPON this 23rd day of August, 1945, ADJUDGED, ORDERED AND DECREED that the Bill of Complaint be and it is hereby taken pro confesso against the defendants, Jack Por-

ter and Gertie Porter, his wife, Kenneth Porter and Sarah Porter,his wife, Audrey Hanes and Edward Hanes, her husband, Hannah Porter, Lula P. Bosse and Howard Bosse, her husband, Garnetta Staigerwald and Frederick Staigerwald, her husband, and Nina Cummings; but since id does not fully appear to what relief the Complainant is entitled, it is further, ADJUDGED, ORDERED AND DECREED that leave be and it is hereby granted to the Complaianant to take testimony before one of the regular examiners of this Court in support of the allegations of the Bill of Complainant.

Wm. R. HORNEY
Judge.

Filed Aug. 23, 1945

Answer of Frank Porter
Filed Aug. 31, 1945

Norman Pierson,	#	IN THE CIRCUIT COURTFOR QUEEN ANNE'S
VS.	#	COUNTY, IN EQUITY.
Frank Porter et al.,	#	Cause No.3440.

The answer of Frank Porter, adult, defenfant, to the Bill of Complaint of Norman Pierson against him and others in this Court exhibited:

The said defendant admits the matters and facts set forth in said Bill of Complaint and consents to the passage of such a decree as is right and proper in the premises; the said Frank Porter does hereby waive right of notice of the taking of testimony granting the right to take same to the plaintiff at any time.

And as in duty bound & etc.

FRANK PORTER
Frank Porter
Filed Aug. 31, 1945

Report of Examiner and depositions
Filed Sept. 26, 1945

Norman Pierson	#	In the Circuit Court forQueen Anne's
VS.	#	County,in Equity.
Fran Porter et al.	#	Cause No. 3440.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, one of the regular examiners of this Court, at the request of John Palmer Smith, Attorney for the Complainant, did on Tuesday, September 25th., 1945, at his office on the town of Centreville, at 2.30 O'clock, proceed to take the depositions hereto attached, the witnesses first being duly sworn, depose and say., as herein set forth.

Respectfully submitted

RICHARD T. EARLE
One of the Regular Examiners.

State your name, age, residence and occupation?

My name is Norman Pierson, I am a son of James A. Pierson and Mary H. Pierson, I am, 53 years of age, residescat Grasonville, and I am a merchant.

Do you know the parties to this suit?

Yes, I am the Complainant. Frank Porter is a son of my mother by a previous marriage. Jack Porter and Kenneth Porter and Audrey Hanes are the only heirs at law together with Hannah Porter, widow of Ernest Porter, deceased, who was a brother of Ernest Porter of Frank Porter; Lula P. Bosse and Garnetta Staigerwaold are the only heirs at law of my deceased brother Clarenace O. Pierson; Nina Cummings, widow,is my sister; Helen Weyant is a daughter and only heir at law of Elva Cummings my deceased full sister; Alice C. Pierson is my wife.
Farank Porter is unmarried, adult resides in Baltimore; Jack Porter is married to Gertie Porter and they reside in Baltimore, Md., and are adults; Kenneth Porter is married to Sarah Porter, both adults, Kenneth Lives in Baltimore but his wife lives in Pennsylvania; Audrey Hanes is married to Edward Hanes, both adults, and reside in Balto., Md; Hannah Porter, adult resides in Baltimore, Md.,
Garnetta Staigerwald is married to Frederick Staigerwald, both adults and reside in Baltimore City, Md., Nina Cummings, adult, widow, Baltimore, Paul Weyant is married to Helen Weyant live on the Island at present Paul is in the army, and Alice Pierson is my wife, all are adults, Lula P. Bosse is married to Howard Bosse & resides in Baltimore, Md.

Int. Mr. PiersonI now hand you Complainant's Exhibit No. 1 & 2, kindly identify the same? This Bill is for the funeral expenses of my mother, paid by me, and I have never received any part thereof, the second Exhibit is for funeral expenses paid by me for my father and I have never received any part thereof.

Int. When did your mother die, did she leave and personal estate, has letters of administration been granted on her pseesonal estate or not?

My mother died in 1933, she left no personal estate and letters of administration have not been granted on her personal estate, she died intestate.

Int. Did she leave any real estate, you are familiar with the same, kindly state what real estate she left.

I have looked over the deeds in the case marked Complainant's Exhibits No. 3,4, and 5, they represent the entire real estate owned by my mother, they are together and together with the land of my father has been constantly used as one tract or home, where my mother and father lived.

Int. The value of the property of Mary A. Pierson, if you know?
This property is so far intermingled with the property of my father's or what did belong to him that I can not pass on tehe value; the whole property might be worth $1,000.00

Int. The parties that you have mentioned above are they the only heirs at law of both your mother and father.
Yes and all are adults.

Int. Who was James A. Pierson? Is he living or dead, if dead when did he die?
James A. Pierson was my father, died the 27th. of Feberuary, 1945, at Gransonville, he died intestate, no letters of administration have been taken out on his personal estate, since he left no personal estate.

Int. Did you father leave any heirs surviving him?

My father died intestate, he left me; Lula P. Bosse, widow of my brother Clarence O. Pieson and who is now married to Howard Bosse, they reside in Baltimore and are adults, Garnetta Staigerwald, a daughter, of Clarance O.Person , deceased, my brother, Nina Cummings, my sister, my niece Helen Weyant, a daughter and only heir at law of Elva Cummings a deceased daughter, who died intestate, of James A. Pierson.

Int. I now hand you Complainant's exhibit No. 6, can you identify the same. Yes that is the only piece of land that my father owned after my mother's death, I can identify the same, but it has practically no value as it with the other parcels owned by my mother constitutes one tract of land or home.

Examiner's Special

No

NORMAN PIERSON

Int. 1. State your name, age, residence and occupation
My name is Edward E. Coursey, 50, resides in Gasonville, labor's helper and also Register of Wills.

Int. 2. Did you know Mary H. Pierson,is she living or dead, if dead, when did she die?
Yes, she is dead, she died in 1933.

Int. 3. Do you know who are the heirs at law of Mary H. Pierson & James A. Pierson
Frank Porter, a son by a former marriage; Jack Porter, Kenneth Porter and Audrey Hames together with hannah Porter,widow, are the only heirs of Ernest Porter, a deceased son, who died intestate; Lula P. Bosse is widow of Clarence O. Pierson and Garnette Staiferwald constitutes the only heirs at law of the said Clarence OP Person, a son of Mary H. Pierson and James A. Pierson, Nina Cummings is a wodwow, and daughter of Mary H. Pierson, and James A. Pierson, Helen Weyant is only heir at law of Elva Cummings, a deceased daughter of Mary H. Pierson and James A. Pierson; Nomran Pierson, who is married to Alice C. Pierson is a son of Mary H. Pierson and James A. Pierson, all of above namesd are adults.

Int. 4. Do you know the land described in exhibits 3,4,5 and 6?
Yes, I know that Mr. and Mrs. Pierson lived on this land and had a home there, it is very difficult to identify this land because it is mingled together as one tract.

Int. 5. Are you familiar with values in the location of the land described herein? if so, what is the value of this land?
Yes I am familiar with values in that neighborhood, I think that under very good conditions this land might bring $1,000.00.

Examiner's Special.

No.

EDWARD E. COURSEY

Int, 1 State your name, age, residence and occupation?
Thomas H. Collier, 69, resides in Grasonville, acting postmaster.

Int. 2 Do you know the parties to this suit or any of them?
Yes I know all of them, I have heard the testimony of Norman Pierson and I know that he has stated the proper relationship of the parties in this cause.

Int. 3. Did you know Mary H. Pierson and James A. Pierson?
Yes, I knew both of them, Mary H. Person died in 1945, both intestate.

Int. 4. Can you identify the real estate owned by Mary H. Pierson and James A. Pierson? Yes, I can identify the land as shown by Exhibits No. 3,4, 5 and 6, it all joins and has been used for a home for a good many years, this land all joins and ut is very difficult to separate any part of it, it has no value separate but as a whole is worth about $1,000.00.

Examiner's Special.
No.

THOMAS H. COLLIER

A decree pro confesso being secured some of the defendants and the others having admitted the facts and consented to the take of testimony without notice, and the attorney for Complainant having stated that he had no further depositions he desired he desire to take, the examiner herewith submitts his report and depositions taken.

The two witnesses Edward E. Coursey and Thomas Collier waived their expenses and fees as witnesses.

Richard T.Earle, Examiner----------$8.00

Respectfully submitted.

RICHARD T. EARLE
One of the regular examiners.

Decree for sale of land
Filed Oct. 12, 1945

NORMAN PIERSON,	#	In the Circuit Court for Queen Anne's
VS.	#	County, in Equity.
FRANK PORTER et al.	#	Cause No.3440.

D E C R E E.

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

IT IS THEREUPON, this 12th day of October, 1945, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED AND DECREED that the real estate of Mary H. Pierson, deceased, and the real estate of James A. Pierson, deceased, or so much thereof as may be necessary for the payment of their respective debts, be sold; and that John Palmer Smith of Centreville, Queen Anne's County, Maryland, be and he is hereby appointed Trustee to make said sale or sales thereof; and that the course and manner of his proceedings shall be as follows: he shall, before he proceeds to make such sale or sales, first file with the Clerk of the Circuit Court for Queen Anne's County, a bond in the penalty of One Thousand Dollars corporate surety or 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 himby 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 or sales, having given at least three weeks previous notice by advertisment inserted in some newspapers 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 half of the purchase money to be paid in cash on day of sale, balance thereof in sixty days, or all cash on day of sale at the option of the purchaser or purchasers, 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 or purchasers,with surety or sureties to be approved by the Trustee. That as soon as convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of this proceedings in the premises, with an affidavit thereto annexed of the truth thereof, and of the fairness or such sale or sales. 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 or deeds, acknowledged and recorded according to law, to convey to the purchaser or purchasers, his, her or their heirs, the property and estate so sold, to him, her or them, free, clear and discharged from all claims of the parties to this Cause or any of them.

And the said Trustee shall bring into Court the money arising from the sale or sales of the said lands 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 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 H. Pierson, deceased, and to the creditors of James A. Pierson, 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.

Wm. R. HORNEY
Judge

Filed Oct. 12, 1945

Certified Copy of Bond
Filed Oct. 13, 1945

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirteenth day of October 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 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 12" day of October, 1945.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 12" day of October, 1945, in a cause pending in said Court in which Nomran Pierson is the Plaintiff and Frank Porter et al. are the Defendants, the same being Cause No.3440 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 sich 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 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: RICHARD T. EARLE — JOHN PALMER SMITH (SEAL)
John Palmer Smith

TEST: RICHARD T. EARLE — GLENS FALLS INDEMNITY COMPANY
By: L. HERMAN MEREDITH
Its Agent and Attorney in Fact.
Corporate Seals Place.

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

Bond with Security approved this 13th day of October, 1945.

A. SYDNEY GADD JR.

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

I hereby Certify that the aforegoing is truly taken and copied from Liber W.H.C. No. 1 folio 347 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 13th day of October, in the year nineteen hundred and forty five.

A. SYDNEY GADD JR.
Clerk

Report of Sale
Filed Nov. 14, 1945

NORMAN PIERSON, Complainant,	#	In the Circuit Court for
vs.	#	Queen Anne's County,
	#	in Equity.
FRANK PORTER et al., Defendants.	#	Cause No. 3440.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Trustee after complying with all other prerequisite 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 Sarurday, November 10th., 1945, attend said sale in Grasonville, Queen Anne's County after reading said advertisement of sale, he then and there through J. Elmer Anthony offered for sale the following real estate, to wit: All those several parcels of tract of land, situate, lying and being in the Second Precinct of the Fifth Election District of Queen Anne's County, improved by a dwelling house and other outbuildings, formerly the home of James A. Pierson and Mary H. Pierson, embraced within the following deeds to wit: Lot of land containing one quarter of an acre of land, described in a deed from Wm. I. Harris to Mary H. Porter, who is the same and identical party as the Mary H. Pierson mentioned in these proceedings, said deed bearing date of December 19th., 1879, and recorded in Liber J.W. No. 10, folio 199 & etc.; lot of land adjacent Lot No. 1, containing one quarter of an acre of land, more or less, granted and conveyed to Mary H. Pierson under the name of Mollie Pierson, by George W. Marville and wife, deed dated June 1st. 1st., 1883, and recorded in Liber S.C.D. No. 3, folio 125 & etc.; and a tract of land adjacent Lots No. 1 & 2, granted and conveyed by William Elmer Tarr to Mary H. Pierson by deed dated June 5th., 1919, and recorded in Liber J.F.R. No. 2, folio 334 & etc., above libers refer to Land Books for Queen Anne's County; subject nevertheless to the restiction set forth in the deed from George Marvelle, which states that said deed was given in consideration of the giving of a right to George Marville to make a new raod through the lot of Mary H. Pierson; also all that lot or tract of land granted and conveyed to James A. Pierson and Mary H. Pierson, by deed dated 16th. day of June, 1906, and recroded in Liber S.S. No. 2, folio 43 & etc., a Land Record Book for Queen Anne's County, all of above lots being contiguous and improved by one dwelling house were impossible to separate, therefore the same was offered as a whole by J. Elmer Anthony, Auctioneer, and sold to Norman Pierson and Alice C. Pierson, his wife, at and for the sum of ONE THOUSAND DOLLARS ($1,000.00), they being then and there the highest bidder

for same, the said purchasers elected to pay cash and have paid the full purchase price.

Respectfully submitted.

JOHN PALMER SMITH
Trustee

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

I hereby certify that on this 14th day of November, 1945, before me, the subscriber, The 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 aforegoing report of sale are true as therein stated, to the best of his knowledge and belief, and that the sale so made and reported was fairly made.

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

Filed Nov. 14, 1946

TRUSTEE'S SALE
OF VALUABLE
RESIDENTIAL PROPERTY
IN GRASONVILLE, MD.

By, through and under a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 12th day of October, 1945, in a cause therein pending in which Norman Pierson is the plaintiff and Frank Porter et al. are the defendants, the same being Cause No. 3440 in said Court, the undersigned was appointed Trustee to make sale of the real estate mentioned and described in said cause, or so much thereof as may be necessary to pay the debts of Mary H. Pierson and James A. Pierson, both deceased the undersigned trustee will offer at public sale to the highest bidder on the premises in Grasonville, Queen Anne's County, Maryland, on SATURDAY, NOV. 10, 1945 at 2 o'clock P.M. the following property, to wit:

All that lot or tract of land, containing one acre of land, more or less, improved by a frame dwelling house and other outbuildings, situated in Grasonville, Maryland, formerly occupied by the said Mary H. and James A. Pierson, being the same property conveyed by deed dated the 19th day of December, 1879, from Wm. J. Harris to Mary H. Porter, and conveyed by deed dated June 1st, 1883, by George W. Marville, and wife, to Mollie Pierson, and conveyed by deed dated the 5th day of June, 1919, to Mary H. Pierson from William Elmer Tarr and Wife, and conveyed to James A. Pierson and Mary H. Pierson, his wife, by deed dated 16th day of June, 1906, from Frank B. Warner et al; all above deeds duly recorded among the Land Record Books for Queen Anne's County.

TERMS OF SALE. One half of the purchase money in cash on day of sale, the balance in 60 days from day of sale, or all cash at the option of the purchaser, credit payments, if any, to bear interest from day of sale and to be secured by note or notes of the purchaser with surety to be approved by Trustee. Taxes and insurance to be adjusted to day of sale, title papers and revenue and state stamps to be at the expense of the purchaser.

JOHN PALMER SMITH
Trustee.

NOTICE TO CREDITORS

In the Circuit Court for Queen Anne's County, in Equity Chancery Cause No. 3440

Pursuant to the Decree of said Court passed in said cause, Notice is hereby given to the creditros of Mary H. Pierson and the creditors of James A. Pierson, both deceased, to file their claims against them, with the proper vouchers thereof, with the Clerk of said Court, within ninety (90) days from November 19th, 1945, the day of sale named in the above advertisement.

JOHN PALMER SMITH
Trustee.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. November 13, 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale of Real Estate and Notice to Creditors in the case/ estate of Norman Pierson vs Frank Porter et al Chancery No. 3440 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 November 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18th. day of October, 1945, and the last insertion on the 8th. day of November 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By PAUL B. SMITH

Filed Nov. 14, 1945

N I S I

Norman Pierson,
Complainant,

VS.

Frank Porter, et al.,
Defendants.

In the Circuit Court
for Queen Anne's County
in Equity
Chancery No. 3440

ORDERED, This 14th. day of November 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 17th 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 17th. day of December next.

The Report states the amount of sales to be $1,000.00

A. SYDNEY GADDJR. CLERK

Filed November 14, 1945

N I S I

Norman Pierson, Complainant, vs. Frank Porter et al., Defendants

In the Circuit Court for Queen Anne's County In Equity Chancery No. 3440

ORDERED, This 14th day of November 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 17th 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 17th day of December next.

The Report states the amount of sales to be $1,000.00

A. Sydney Gadd, Jr., Clerk

Filed November 14, 1945
True Copy
Test: A. Sydney Gadd, Jr., Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. Feb. 5, 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 Norman Pierson, Complainant vs Frank Porter et al, Defendants Chancery No. 3440 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 December 1945, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 15th. day of November 1945, and the last insertion on the 6th. day of December 1945.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By PAUL B. SMITH

Filed Feb. 7, 1946

Final Ratification of Sale.

ORDERED this 8th day of February, 1946, by The Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate made and reported in this Cause by John Palmer Smith, Trustee, be and the same is hereby finally notified 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 the previous Order Nisi thereto, the Trustee is allowed the usual commissions and all expenses incident to the making of said sale, not personal , upon the productios of vouchers therefor, for the papers to be sent to the auditor for the purpose of stating an audit in this cause.

Wm. R. HORNEY
Judge.

Filed Feb. 8, 1946

NORMAN PIERSON vs. FRANK PORTER, et al. } In the Circuit Court for Queen Anne's County in Equity. Cause No. 3440.

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 June 24, 1948

ORDER OF COURT

Upon the aforegoing 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 J. Thomas Clark, 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

Testimony taken by Special Auditor
Filed Dec. 1, 1948

Norman Pierson	In The Circuit Court for
vs.	Queen Anne's County in
Frank Porter et al	Equity Chy #3440

In the matter of the creditor's bill filed the above cause for the sale of certain real estate belonging to James A. Pierson (Deceased) and to Mary H. Pierson (Deceased), so that proceeds of said sale may be correctly applied to the debts and heirs at law of the aforesaid deceased persons.

Testimony taken at the request of and before J. Thomas Clark, Special Auditor, in the above named cause.

Both of the witnesses waived any fee which they might rightfully claim

J. THOMAS CLARK
Special Auditor

Filed Dec. 1, 1948

Walter Jewell, a witness of lawful age, did attend on this 16th. day of November, 1948, at the office of J. Thomas Clark, the Special Auditor of this cause for the court, in Centreville, Maryland, at the request of the Special Auditor to testify in the above matter and having been duly sworn by the Special Auditor the said Walter Jewell did depose and say in answer to the questions propounded by the Special Auditor as follows:

No. 1. Q. State your name, place of residence and occupation.

A. Wlater Jewell, Grasonville, Maryland, and my occupation is that of Elect on Supervisor

No. 2. Q. This action is a creditors suit brought by Norman Pierson, creditor, against the heirs at law of the late James A. and Mary H. Pierson, so that the real estate owned by them can be sold to satisfy their debts. State whether or not you knew the late James A. and Mary H. Pierson.

A. I knew the late James A. Pierson and Mary H. Pierson, his wife.

No. 3. Q. Are you familiar with the real estate owned by them during their lifetime? and if so, what is the quanity of the real estate?

A. Yes, there is about one acre of land

No. 4. Q. Where is this real estate located, and are their any improvements upon it.

A. The property is located in Grasonville, Maryland and the only improvement is a dwelling house

No. 5. Q. What do you consider the value of the real estate with improvements thereupon on or about the November, 1945?

A. One Thousand Dollars

No. 6. Q. What do you consider the value of the improvements upon said real estate at that time, and also, what wouldyou value the real estate at that time?

A. The dwelling house was worth about Five Hundred Dollars, and the land was worth about Five Hundred Dollars

WALTER JEWELL

Earl Coursey, a witness of lawful age, did attend on this 16th day of November, 1948, at the office of J. Thomas Clark, the Special Auditor of this cause for the court, in Centreville, Maryland, at the request of the special auditor to testify in the above matter and having been duly sworn by the Special Auditor thesaid Earl Coursey did depose and say in answer to the questions propounded by the Special Auditor as follows:

No. 1. Q. State your name, place of residence and occupation.

A. Earl Coursey, Grasonville, Maryland, and my occupation is that of Register of

Wills for Queen Anne's County

No. 2. Q. This action is a creditors suit brought by Norham Pierson, Creditor, against the heirs at law of the late James A. Pierson and Mary H. Pierson, his wife, so that the real estate owned by them can be sold to satisfy their debts. State whether or not you knew the late James A. Mary H. Pierson

No. 3. Q. Are you farmiliar with the real estate owned by them during their lifetime, and if so, what is its quanity?

A. Yes, there is about an acre of land.

No. 4. Q. Where is this real estate located, and are their any improvements upon it?

A. The property is located in Grasonville, Maryland, and the only improvement is a dwelling house

No. 5. Q. What do you consider the value of the real estate with improvements thereupon on or about the month of November, 1945?

A. One Thousand Dollars

No. 6. Q. What do you consider the value of the improvements upon said real estate at that time, and also, what would you value the land alone at that time?

A. Thouse dwelling house was worth about Five Hundred Dollars, and the land is worth about Five Hundred Dollars

EDWARD E. COURSEY

Filed Dec. 1, 1948

Report and Account of the Special Auditor
Filed Dec. 1, 1948

Norman Pierson,
Complainant

vs.

Frank Porter, et al.
Defendants

In The Circuit Court for
Queen Anne's County, in
Equity Chy. No. 3440

To the Honorable, the Judges of said Court:

The report of J. Thomas Clark, your special auditor, in relation to the within audit, unto your Honors respectfully sets forth:-

1. That after examination of the file in this cause, it was necessary for your special auditor to take testimony in this cause so as to differentiate between the value of the land and the improvements thereupon. Thereupon, he procured to attend at his office in Centreville on November 16, 1948, one Walter Jewell and one Earl Coursey, both of whom are residents of Grasonville and who are familiar with the real estate sold in this cause and with the value of real estate in that village, and that these two persons did give testimony relative to the subject matter of this audit. Your special auditor, at the time and place above mentioned, these witnesses, having been duly sworn by me, did testify and such testimony was reduced to writing, and the same will be filed by youe special auditor when this report is filed. The special auditor deems this testimony sufficient to state the account required, which is within and annexed.

2. That it appears from an examination of the proceedings of this cause, including the testimony mentioned, as follows:

(1) That Mary H. Pierson died in the year 1933, and that Mary H. Porter, Mrs Mollie Pierson and Mary H. Pierson are one and the same person, and that she died intestate.

(2) That James A. Pierson died intestate in the year 1945, and that as such he was entitled to share in his wife's estate.

(3) That John Palmer Smith, the trustee in this cause, sold the property of both James A. Pierson and Mary H. Pierson as an entirety, because the same was not subseptate.

(4) That three of the one quarter of one acre parcels sold in the sale in this cause as well as the improvements thereupon were the property of Mary H. Pierson (See Complainant's Exhibits 3, 4,5, wherein in Complainant's Exhibit 4 reference is made to the fact that the land conveyed lies in front of Mary H. Pierson's dwelling house; and the first conveyance to Mary H. Pierson was made in Exhibit 3, and the second was made in Exhibit 4). The only improvement upon the real estate sold in this cause was a dwelling house.

(5) That the fourth one quarter of one acre tract of land sold in this cause as one parcel of land was vested in James A. Pierson at the time of his death, since the same was deeded to he and his wife as tenants by the entireties (See Complainant's Exhibit No. 6)

(6) That by the testimon_ of Walter Jewell and Earl Coursey, taken by your special auditor and filed herewith, the real estate was valued at Five Hundred Dollars, and the house which is the only improvement upon the premises was valued at Five Hundred Dollars, whereupon the special auditor concluded that James A. Pierson was seized and possessed of an one eight interest in the premises sold at the time of his death and Mary H. Pierson was siezed of seven eights of the interest in said premises at the time of her death.

(7) In view of the fact that the real estate was sold as one parcel, the total expenses of this sale and proceeding were deducted from the total receipts, and then a division of the balance was made wherein one eight of same was placed in the estate of James A. Pierson, and seven eights of the same was placed in the estate of Mary H. Pierson.

(8) That under the petition of Norman Pierson, Complainant and the order of publication issued thereunder, all persons entitled to the land sold were made party defendants to the bill, with personal summons upon all known heirs, and due notice was given to all creditors as required by law to file their claims.

(9) That the special auditor deemed the only two of the claims filed in this suit for the funeral expenses of the two deceased as proved sufficient for allowance out of the funds of the sale of each of their respective interests.

(10) That the estate of James A. Pierson was insufficient to pay his funeral expenses, and therefore the claims of the Queen Anne's County Welfare Board was disallowed.

3. That in the within account the special auditor has charged the vendor, Mr. Smith, with the amount of the sale made by him and then thereout has allowed as follows: Unto the vendor his commissions as allowed by this Court for making the sale, the court costs of the cause, cost of his bond, the charges of his auctioneer at the sale, cost of advertising notices of the sale, costs of notices to creditors and the order of publication directed by the Court, the nisi of the sale and the nisi of this audit, and the fee of the special auditor, Unto Norman Pierson, assignee of creditor for funerla expenses in full, including all interest charges, of Mary J. Pierson, and so much thereof as was in the estate of James A. Pierson for his funeral expenses.

4. That in the within account, the special auditor credits the cause and then distributes the balance to the heirs at law of Mary H. Pierson as therein set forth.

Which is respectfully submitted.

J. THOMAS CLARK
Special Auditor

Filed Dec. 1, 1948

Cause No. 3440

The proceeds of the sale of real estate of the heirs at law of James A. Pierson (deceased) and of Mary H. Pierson (deceased), under a Creditor's Bill, in account with John Palmer Smith, Trustee appointed by the Court and as such the party making the sale.

CR.

1945 Nov. 10	By amount of the gross sale, per report of sale filed by the vendor, the sum of.....	$1,000.00

DR.

1945 Nov. 10	To John Palmer Smith, the vendor and trustee, for his commissions for making the sale, per Trustee's commissions allowable by the Circuit Court of Queen Anne's County, in Equity.....		$67.50
	To do., for the Court costs of this cause under decree of sale, per statement of the Clerk as follows, to wit:		
	Costs of Clerk.....	$62.40	
	Examiner fee of Richard T. Earle.....	8.00	
	Appear. fee John Palmer Smith.....	10.00	
	Serv. summons, L.B. Perkins, Sheriff, Queen Anne's County.....	1.50	
	Serv. summons, J.C. Deegen, Sheriff, Baltimore City.....	17.60	99.50
	To do., for the costs of the bond of the vendor filed herein paid to the corporate surety on the bond, per receipted account for same exhibited, the sum of.....		10.00
	To do., for the amount paid J. Elmer Anthony for crying the sale made, per receipt for same exhibited, the sum of.....		15.00
	To do., for costs of advertising in the Queen Queen Anne's Record-Observer, county newspaper, notices of sale and notices to creditors.....	$51.75	
	order nisi on the sale.....	5.00	
	per receipted account.....	$56.75	56.75
	To do., for costs of advertising in The Queenstown News, county newspaper, notices of order of publication.....	$21.25	

notices of sale and notices to creditors.....	$15.00		
per account, total.....	$36.25	36.25	
To do., for costs of advertising the order nisi to be passed as to this audit, the sum of.....		3.50	
To J. Thomas Clark, special auditor, for stating this audit, the sum of.....		35.00	
		$323.50	
To balance carried over, being net proceeds of sale, same to be distributed to creditors of James A. Pierson, and/or Mary H. Pierson, and any surplus to their respective heirs at law.....		676.50	
		$1,000.00	$1,000.00

November 22, 1948

J. THOMAS CLARK
Special Auditor

Cause No. 3440

The proceeds of the sale of real estate of the heirs at law of James A. Pierson(deceased) and of Mary H. Pierson(deceased), under a Creditor's Bill, in account with John Palmer Smith, Trustee appointed by the Court and as such the party making the sale.

1945	CR.	
Nov. 10	To balance brought forward.....	$676.50

DR.		
To John Palmer Smith, Trustee, for distribution to Creditors of Mary H. Pierson, and any balance thereof to her heirs at law.....	$591.94	
To John Palmer Smith, Trustee, for distribution to creditors of James A. Pierson, and any balance thereof to his heirs at law.....	84.56	
To balance, being amount of the surplus of trustee sale, carried forward..... for distribution.....	$676.50	$676.50

November 22, 1948

J. THOMAS CLARK
Special Auditor

Cause No. 3440

Distribution to creditors of Mary H. Pierson

1945	CR.	
Nov. 10	By balance brought forward from preceding account, the sum of.....	$591.94

1945	DR.		
Nov. 10	To Norman Pierson, in payment of his payment to Barton Bros, of Funeral expenses of Mary H. Pierson, filed as "Complainant's Exhibit No. 1", the sum of.....	$273.00	
		$273.00	
	To balance carried to next account.....	318.94	
		$591.94	$591.94

November 22, 1948

J. THOMAS CLARK
Special Auditor

CAUSE No. 3440

Distribution of Surplus of proceeds of sale of real estate of Mary H. Pierson to her heirs at law

CR.

1945 Nov. 10	By balance brought from preceding account, the sum of	$318.94

DR.

1945 Nov. 10	To estate of James A. Pierson, surviving spouse of Mary H. Pierson, and who has since died, a 3/9 share or	$106.31	
	To Norman Pierson, a son of Mary H. Pierson, a 1/9 share or	35.44	
	To Frank Porter, a son of Mary H. Pierson, a 1/9 share or	35.43	
	To Nina Cummings, a daughter of Mary H. Pierson, a 1/9 share or	35.44	
	To Helen Weyant, only heir at law of Elva Cummings, a deceased daughter of Mary H. Pierson, who died intestate, a 1/9 share or	35.44	
	To Lula P. Bosse, one of the two heirs at law of Clarence O. Pierson, a deceased son of Mary H. Pierson, who died intestate, a 1/18 share or;	17.72	
	To Garnetta Staigerwald, one of the two heirs at law of Clarence O. Pierson, a deceased son of Mary H. Pierson, who died intestate, a 1/18 share or	17.72	
	To Hannah Porter, widow of Ernest Porter, a deceased son of Mary H. Pierson, who died intestate, a 1/27 share or	11.81	
	To Jack Porter, a son and heir at law of Ernest Porter, a deceased son of Mary H. Pierson, who died intestate, a 2/81 share or.	7.87	
	To Kenneth Porter, a son and heir at law of Ernest Porter, a deceased son of Mary H. Pierson, who died intestate, a 2/81 share or.	7.88	
	To Audrey Hanes, a daughter and heir at law of Ernest Porter, a deceased son of Mary H. Pierson, who died intestate, a 2/81 share or.	7.88	
		$ 318.94	$ 318.94

November 22, 1948

J. THOMAS CLARK
Special Auditor

Cause No.3440

Distribution to Creditors of James A. Pierson

CR.

1945 Nov. 10	By balance brought forward from preceding account, the sum of	$84.56
	By distribution to James A. Pierson, from estate of Mary H. Pierson, as surviving spouse, the sum of	106.31
	Total credits for distribution, the sum of	$190.87

DR.

1945 Nov. 10	To Norman Pierson, in part payment of his payment to Barton Bros., of funeral expense of James A. Pierson, filed as "Complainant's Exhibit No. 2" amounting to $385.00, the sum of	$190.87	
		$190.87	$190.87

November 22, 1948

J. THOMAS CLARK
Special Auditor

Filed Dec. 1, 1948

NISI RATIFICATION OF AUDIT

Norman Pierson	)	In the Circuit Court
	)	
vs.	)	for Queen Anne's County
	)	
Frank Porter, et al.	)	In Equity
		Cause No. 3440

ORDERED, This 1st. day of December in the year nineteen hundred and forty eight, that the Report and Account filed in these proceedings by J. Thomas Clark Special, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd. day of January, 1949; provided a copy of this order be published once a week in each of two successive weeks before the 25th. day of December, 1948, in some newspaper printed and published in Queen Anne's County.

NELLIE B. WHITELEY Clerk.

Filed December 1, 1948

NISI RATIFICATION OF AUDIT

NORMAN PIERSON	IN THE CIRCUIT COURT FOR
Vs.	QUEEN ANNE'S COUNTY
FRANK PORTER, et al.	IN EQUITY
	Cause No. 3440

ORDERED, This 1st day of December in the year nineteen hundred and forty eight, that the Report and Account filed in these proceedings by J. Thomas Clark, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of January, 1949; provided a copy of this order be published once a week in each of two successive weeks before the 25th day of December, 1948, in some newspaper printed and published in Queen Anne's County.

NELLIE B. WHITELEY.
Clerk

True Copy:
Test: NELLIE B. WHITELEY
Clerk
Filed December 1, 1948

THE QUEENSTOWN NEWS

Queenstown, Md. Feb. 6, 1956

THE QUEENSTOWN NEWS and George J. Steinfelt, do hereby certify that the Nisi Ratification of Audit in the case of Norman Pierson, vs. Frank Porter, et al. Cause No. 3440 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 25th. day of Dec. 1948, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 4th day of Dec. 1948

THE QUEENSTOWN NEWS

By GEORGE J. STEINFELT

Filed Feb. 7, 1956

FINAL RATIFICATION OF AUDIT

ORDERED, this 7th day of February, 1948, by the Circuit Court for Queen Anne's County, in Edquity, and by the authority of said Court, that the within and aforegoing Report and Account of the Special Auditor be and the same is hereby finally retified and confirmed, no cause to the contrary thereof having been shown, althought due notice appears to have been given as directed by the preceding Nisi Ratification of Audit passed thereon in this cause; and the Trustee, John Palmer Smith, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit.

Wm. R. HORNEY
Judge

Filed Feb. 7, 1956

::::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirtieth day of September in the year nineteen hundred and fifty, the following Petition, Affidavit and Order of Court was brought to be recorded, to wit:

C A U S E N O.S. 2736 and 3636

IN THE MATTER OF THE TRUST	*	IN THE CIRCUIT COURT
ESTATE OF	*	FOR
EUGENE CLAYTON CANN	*	QUEEN ANNE'S COUNTY
*******	*	IN EQUITY
IN THE MATTER OF THE TRUST	*	
ESTATE FOR AND IN BEHALF OF	*	Consolidated Causes
EUGENE CLAYTON CANN CREATED	*	No. 2736 and 3636
BY ITEM SIX OF THE WILL OF	*	
LILLIAN A. CANN, DECEASED	*	

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE PETITION of Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, unto your Honors, respectfully shows:

1. That a part of the corpus of these estates consists of an undivided one-half interest of, in and to the tract of land or farm, known as "Chesterfield", and called, for the purpose of identification in these trust estates, "The Eugene A. Cann Farm 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 Centerville Landing.

2. That by the provisions of the deed of trust and will creating these trust estates, your Petitioner is authorized to sell the real estate comprising a part of the corpus or principal of these trust estates, if a sale thereof shall, in the opinion of your Petitioner, be necessary, advisable or to the interest and advantage of the said Eugene Clayton Cann, either at public or private sale, as may seem most advisable, at such time or times and for such price or prices and upon such terms as may be deemed best, and to grant and convey the same to the purchaser or purchasers thereof.

3. That your Petitioner has received from William R. Horney and Hilda Tucker Horney, his wife, of Queen Anne's County aforesaid, a cash offer of Nine Hundred Fifty Dollars ($950.00) for the said undivided one-half interest of your Petitioner of, in and to a lot or parcel of land adjoining on the north the property of William H. Carter and Olivia Cann Carter which was conveyed untothem by deed recorded in Liber J.F.R. No. 10, folio 32, fronting ninety-five feet (95') on said Chester field Avenue or Wharf Lane with a depth of two hundred and eleven feet (211') and a cash offer of Eight Dollars and Thirty-four Cents ($8.34) for the right to tap the sewer connecting this property and other property with a branch of Corsica River, in which said sewer your Petitioner owns an undivided one-sixth interest, and a cash offer of Twenty-five Dollars ($25.00) 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 Petitioner owns an undivided one-half interest.

4. That your Petitioner alleges and believes 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 William R. Horney and Hilda Tucker Horney, his wife.

Your petitioner therefore, prays this Honorable Court to pass an order authorizing, directing and empowering your Petitioner to accept the aforesaid offer for the said lot or parcel of land and that your Petitioner may be authorized, directed and empowered, upon the payment of the entire purchase moneys therefor, to grant and convey unto the said William R. Horney and Hilda Tucker Horney, his wife, the said lot or parcel of land.

Respectfully submitted:

CLAYTON C. CARTER
Successor Trustee for Eugene
Clayton Cann

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

I HEREBY CERTIFY that on this 30th day of Sept., 1950, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Successor Trustee for Eugene Clayton Cann, and made oath in due form of law that the matters and things stated in the aforegoing Petition are true to the best of his knowledge and belief.

NELLIE B. WHITELEY
Clerk

Filed Sept. 30, 1950

CERTIFICATE OF CESTUE QUE TRUST

I, Eugene Clayton Cann, do hereby certify that I have examined the aforegoing 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 assent to the passage of the Order prayed for in said Petition without further notice to me.

EUGENE CLAYTON CANN
Eugene Clayton Cann
Cestue Que Trust

ORDER OF COURT

The aforegoing Petition and Affidavit having been read and considered, IT IS THEREUPON, this 2nd day of October, 1950, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, be and he is hereby authorized, empowered and directed to make sale to the said William R. Horney and Hilda Tucker Horney, his wife, of the lot or parcel of land described in said aforegoing Petition, at and for the sum of Nine Hundred Eighty-three Dollars and Thirty-Four Cents ($983.34);

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, be and he is hereby authorized, empowered and directed, upon payment to him of the aforesaid purchase moneys, and not before, to grant and convey unto the said William R. Horney and Hilda Tucker Horney, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, the said lot or parcel of land; and

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, upon the receipt of said purchase moneys shall pay thereout the costs of the proceedings relating to said sale and shall invest the balance thereof under the future order of this Court for the benefit of his cestue que trust the same as if the proceeds had remained land, subject to the same devolution of title as by said Deed of Trust and will creating the aforesaid trust estates is provided.

J. DeWEESE CARTER
Judge

Filed Oct. 3, 1950

Petition to sell and to John W.
Selby et. ux. subject to restrictions
and Order of Court thereon.
Filed April 5, 1954

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
TRUST ESTATE OF	*	FOR
EUGENE CLAYTON CANN	*	QUEEN ANNE'S COUNTY
**********	*	IN EQUITY
IN THE MATTER OF THE TRUST	*	Consolidated Causes
ESTATE FOR AND IN BEHALF OF	*	No. 2736 and 3636
EUGENE CLAYTON CANN CREATED	*	
BY ITEM SIX OF THE WILL OF	*	
LILLIAN A. CANN, DECEASED.	*	

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, respectfully shows:

1. That a part of the corpus of these trust estates consists of an undivided one-half interest of, in and to the tract of land or farm, known as "Chesterfield", and called for the purpose of identification in these trust estates, "The Eugene A. Cann Farm Property", situate, inthe Third Election District of Queen Anne's County, Maryland, in part, on the left side of the public road known as U.S. Route No. 213 leading from

Centreville to Church Hill in said County.

2. That by the provisions of the deed of trust dated January 24, 1928, your Petitioner is authorized to sell the real estate comprising a part of the principal or corpus of said trust estate therein mentioned and described, of which said farm is a part, if a sale thereof shall, in the opinion of your petitioner, be necessary, advisable or to the interest and advantage of the said Eugene Clayton Cann, either at public or private sale, as may seem most advisable, at such time or times and for such price or prices and upon such terms as may be deemed best, and to grant and convey the same to the purchaser or purchasers thereof.

3. That by Item Six of the Last Will and Testament of Lillian A. Cann, dated June 4, 1930, your Petitioner is authorized to convert, sell, invest and reinvest the property therein devised in trust, of which said farm is a part.

4. That your Petitioner has received from John W. Selby and Margaret W. Selby, his wife, a cash offer of Seven Hundred Fifty Dollars ($750.00), for the said undivided one-half interest of your petitioner of, in and to a lot or parcel of land, a part of the tract or farm known as "Chesterfield", later named "Corsica Hills" as shown on the plat entitled "Corsica Hill" made by J.B. Metcalfe, Surveyor, on February, 1951, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 1, folio 270, and more particularly described by metes and bounds, courses and distances according to a Certificate of Survey dated April 2, 1954, by Walter E. Woodford, Jr., Surveyor, as follows:

ALL that lot or parcel of ground situate on the North side of U.S. Highway No.213 from Centreville to Church Hill, within the corporate limits of Centreville, Third Election District of Queen Anne's County, Maryland, being a portion of the lands of the Cann Estate known as "Chesterfield" later named "Corsica Hills", bounded on the South by the aforementioned highway, on the East by lands of A.J. Knight, and on the West and North by retained lands of the Cann Estate, and which is contained within the following metes and bounds, courses and distances, to wit:

BEGINNING at a concrete monument placed on the North side of U.S. Highway No. 213 from Centreville to Church Hill, said monument being the Southernmost corner of lands herein described with lands retained by the Cann Estate, and running with said highway North fifty-three degrees twenty-five minutes East(N 53° 25' E) a distance of one hundred and no one-hundredths feet (100.00 ft.) to a concrete monument and lands of A.J. Knight; thence turning and running with lands of Knight North thirty-seven degrees fifty minutes West (N 37° 50' W) a distance of two hundred and no one-hundredths feet (200.00 ft.) to a concrete monument and retained lands of Cann Estate; thence turning and running with retained lands the following two courses and distances; (1) South fifty-three degrees twenty-five minutes West (S 532 25' W), ninety-five and fifty-six one hundredths feet (95.56 ft.) to a concrete monument, (2) South thirty-six degrees thirty-five minutes East (S 36° 35' E) two hundred and no one-hundredths feet (200.00 ft.) to the point of beginning; containing 0.449 acre more or less.

Bearings are referred to magnetic meridians corrected for a deviation from true meridian of 7° 50' West.

5. That your petitioner alleges and believes 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 and all his right, title, interest and estate therein be sold to the said John W. Selby and Margaret W. Selby, his wife, as tenants by the entireties; SUBJECT to the same covenants and restrictions appearing in the deed from your petitioner and Olivia Cann Carter and husband dated July 14, 1953, recorded among the Land Records aforesaid in Liber T.S.P. No. 12, folio 145, to Alexander J. Knight and Olive F. Knight, his wife, and also appearing in paragraph five of the petition of your petitioner to this Honorable Court filed in this cause on July 23, 1953.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing, directing and empowering your Petitioner to accept the aforesaid offer for the said lot or parcel of land and that your Petitioner may be authorized, directed and empowered, upon payment of the entire purchase money therefor, to grant and convey unto the said John W. Selby and Margaret W. Selby, his wife, as tenants by the entireties, subject to the aforementioned covenants and restrictions, the said lot or parcel of land.

Respectfully submitted:

CLAYTON C. CARTER
Successor Trustee for Eugene Clayton Cann

STATE OF MARYLAND QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY that on this 5th day of April, 1954, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, successor Trustee for Eugene Clayton Cann, and made oath in due form of law that the matters and things stated in the aforegoing Petition are true to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

Filed April 5, 1954

ORDER OF COURT

The aforegoing Petition and affidavit having been read and considered, it is thereupon, this 5th day of April, 1954, by the Circuit Court for Queen Anne's County, In Equity, andby the authority of said Court, ADJUDGED, ORDERED and DECREED that Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, be and he is hereby authorized, empowered and directed to make sale to the said John W. Selby and Margaret W. Selby, his wife, as tenants by the en-

tireties, of the lot or parcel of land described in the aforegoing Petition, and all his right, title, interest and estate therein, at and for the sum of Seven Hundred and Fifty Dollars ($750.00); and

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, be and he is hereby authorized, empowered and directed, upon payment to him of the aforesaid purchase money, and not before, to grant and convey unto the said John W. Selby and Margaret W. Selby, his wife, as tenants by the entireties, all his right, title,interest and estate in and to said lot or parcel of land; subject to the aforesaid covenants andrestrictions in the foregoing Petition; and

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, upon receipt of said purchase money, shall pay thereout the costs of the proceedings relating to said sale and shall invest the balance thereof under the future order of this Court for the benefit of his cestue que trust the same as if the proceeds had remained land, and subject to the same as if the proceeds had remained land, and subject to the same devolution of title as by said Deed of Trust and Last Will and Testament creating the aforesaid trust estates is provided.

Wm. R. HORNEY
Judge

Filed April 5, 1954

Petition for Sale of Lot to
Board of Education
Filed Nov.28, 1955

IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE TRUST ESTATE OF	:	FOR
EUGENE CLAYTON CANN	:	QUEEN ANNE'S COUNTY
**********	:	IN EQUITY
IN THE MATTER OF THE TRUST	:	Consolidated causes
ESTATE FOR AND IN BEHALF OF	:	Nos. 2736 and 3636
EUGENE CLAYTON CANN CREATED	:	
BY ITEM SIX OF THE WILL OF	:	
LILLIAN A. CANN, DECEASED	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, unto your Honors, respectfully shows:

1. That a part of the corpus of these trust estates consists of an undivided one-half interest, of, in and to the tract of land or farm lot, and called, for the purpose of identification in these trust estate, "The Eugene A. Cann and Clayton T. Cann Farm Lot" situate, lying and being in the Town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, to the west of but not abutting on Chesterfield Avenue.

2. That by the provisions of the deed of trust dated January 24, 1928, your Petitioner is authorized to sell the real estate comprising a part of the principal or corpus of said trust estate therein mentioned and described, of which said farm is a part, if a sale thereof shall, in the opinion of your petitioner, be necessary, advisable or to the interest and advantage of the said Eugene Clayton Cann, either at public or private sale, as may seem most advisable,at such time or times and for such price or prices and upon such terms as may be deemed best, and to grant and convey the same to the purchaser or purchasers thereof.

3. That by Item Six of the Last Will and Testament of Lillian A. Cann, dated June 4, 1930, your Petitioner is authorized to convert, sell, invest and reinvest the property therein devised in trust, of which said farm is a part.

4. That your Petitioner has received from the Board of Education of Queen Anne's County a cash offer of Four Thousand Eight Hundred Dollars ($4800.00) for the said undivided one-half interest of your Petitioner of, in and to the aforesaid real estate, which is more particularly described as follows:

All those lots or parcels of land, now reduced into one farm lot, being a part of the tract of land called or known as "Chesterfield", situate, lying and being in the Town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, to the west of but not abutting on Chesterfield Avenue, and lying on westerly side of a 12 foot alley which runs along the rear of the property of William R. Turner and the property of others, and consisting of the same land conveyed to Eugene A. Cann and Clayton T. Cann as tenants in common by Mollie F. Tucker et al. by deeddated November 4, 1916 and recorded among the Land Records of Queen Anne's County in Liber W.F.W. No.9, folio 466; and consisting also of the same land conveyed to Eugene A. Cann and Clayton T. Cann by Harland Lindwood Phillips et ux. by deed dated May 29, 1917 and recorded among the said Land

Records in Liber W.F.W. No.10, folio 248.

The two above mentioned parcels were, during the lifetime of Eugene A. Cann and Clayton T. Cann, reduced into one farm lot, of which the said Eugene A. Cann died seized and possessed of a 1/2 undivided interest on the 19th day of January, 1926, intestate, and an undivided 1/6 interest each descended unto Olivia Cann Carter, daughter of the said Eugene A. Cann, and Eugene Clayton Cann, a son of Eugene A.Cann, and a 1/6 undivided interest descended unto Lillian A. Cann, his wife, who departed this life on the 6th day of June, 1949, leaving a Last Will and Testament dated June 4, 1940, duly admitted to probate in the Orphans' Court of Queen Anne's County and recorded among the Will Records of said Court in Liber N.S.D. No. 1, folio 554, by which she devised a 1/12th interest in and to the said land unto the said Olivia Cann Carter, and a 1/12th interest in and to the said land in trust for the benefit of Eugene Clayton Cann; and

Being the same land of which the said Clayton T. Cann died seized and possessed of an undivided 1/2 interest on December 15, 1951, leaving a Last Will and Testament dated April 4, 1942, duly admitted to probate in the Orphans' Court of Queen Anne's County and recorded among the Will Records of said County in Liber E.E.C. No. 1, folio 131, by which he devised his undivided 1/2 interest unto the said Olivia Cann Carter by item one of said Last Will and Testament; the said Olivia Cann Carter having conveyed an undivided one-fourth interest in and to the said land unto your Petitioner by her deed dated July 10, 1953 and recorded among said land records in Liber T.S.P. No. 11, folio 507.

For further title references see also Deed of Trust dated January 24, 1928 and recorded among said land records in Liber B.H.T. No.7 folio 458 from Eugene Clayton Cann (more particularly Parcels Number Five and Six); and quit claim deed dated August 11, 1955 and recorded among said land records in Liber T.S.P. No. 23 folio 350 from Lillian Shockley Cann, widow of Clayton T. Cann, deceased, unto Olivia Cann Carter.

5. That your Petitioner has accepted said offer, believing that it would be advisable and to the interest and advantage of the said Eugene Clayton Cann, since the said Board of Education has threatened to condemn more valuable lands of your Petitioner, a part of the farm known as "Chesterfield" lying on the east side of Chesterfield Avenue and adjoining the main dwelling house and farm outbuildings.

6. That your Petitioner engaged a qualified expert to appraise the aforesaid farm lot, and he returned an appraisement of $11,249.44 for all the interests.

7. That your Petitioner believes that he was justified in accepting said offer because of the danger of having more valuable lands of these trust estates condemned and because of the expense involved in any condemnation suit, in which the amount of the award would be speculative.

WHEREFORE, your Petitioner prays this Honorable Court to pass an order authorizing, empowering and directing your Petitioner to make sale to the Board of Education of Queen Anne's County of the lot or parcel of land described herein.

Respectfully submitted

CLAYTON C. CARTER
Successor Trustee for
Eugene Clayton Cann

STATE OF MARYLAND QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY that on this 26th day of November, 1955, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, successor Trustee for Eugene Clayton Cann, and made oath in due form of law that the matters and things stated in the aforegoing Petition are true to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

Filed Nov. 26, 1955

ORDER OF COURT

The aforegoing Petition and Affidavit having been read and considered.

IT IS THEREUPON, this 26th day of November, 1955, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, be and he is hereby authorized, empowered and directed to make sale to the said Board of Education of Queen Anne's County of the lot or parcel of land described insaid aforegoing Petition, at and for the sum of Four Thousand Eight Hundred Dollars ($4800.00);

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, be and he is hereby authorized, empowered and directed, upon payment to him of the aforesaid purchase money, and not before, to grant and convey unto the said Board of Education of Queen Anne's County, in fee simple, the said lot or parcel of land; and

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, upon the receipt of said purchase money shall pay thereout the costs of the proceedings relating to said sale and shall invest the balance thereof under the future order of this Court for the benefit of his cestue que trust the same as if the proceeds had remained land, subject to the same devolution of title as by said Deed of Trust and Will creating the

aforesaid trust estates is provided.

Wm. R. HORNEY
Judge

Filed Nov. 28, 1955

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QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twelfth day of May in the year nineteen hundred and six, the following Petition for new Trustee was filed for record, to wit:

CAUSE NO. 831

B. Palmer Keating, next friend to Margaret F. Keating, William T. Keating, Martha J. Keating, Elise J. Keating, Pauline D., Keating and Matilda B. Keating Infants, Plaintiffs,	)	In The Circuit Court for Queen Anne's County, in Equity:
vs.	)	Case No.831.
Elizabeth F. Keating, Mary E. Keating, Margaret F. Keating, William T. Keating, Martha J. Keating, Elise J. Keating, Pauline D. Keating, and Matilda B. Keating, Defendants.	)	

To the Honorable Judges of said Court:-

The petition of Elizabeth F. Keating, Mary E. Hopper, nee Keating, Margaret F. Aldridge, nee Keating, William T. Keating, Elize J. Watson, ee Keating, Nannie P.Keating (named in the proceedings as Pauline D. Keating) and Matilda H. Keating respectfully shows:

1st. That Edwin H. Brown, the trustee appointed in this cause, departed this life on the Twenty fifth day of March, in the year nineteen hundred and six, without having completed the duties of his trust, in possession of assets of the trust estate, consisting of land, investments, evidences of debt, money &c, and leaving unfinished a suit for the collection of money due his trust estate:

2nd. That your petitioners are all of the original parties in this cause except one, Martha J. Keating, who is with out the State of Maryland temporarily at this time.

3rd. That the interests of all the parties to this case require that a new trustee shall be appointed by this honorable court in the place and stead of the said deceased trustee to enter at once into the discharge of the duties of said trust with power and authority to do all things necessary to become possessed of the trust estate, money and property and to proceed, manage and complete and close the trust:

Your petitioners therefore pray Your Honors to pass a decree appointing a trustee in this cause in the place of the said deceased trustee and clothing him with full authority to, receive, collect, possess, hold and manage the said trustee estate in as ample a manner the said deceased could have done, and they respectfully suggest and recommend Philemon B. Hopper of Queen Anne's County, in the State of Maryland, to be appointed as such succeeding trustee, and as in duty & c.

ELIZABETH F. KEATING

MARY E. HOPPER

MARGARET F. ALDRIDGE

WM. T. KEATING

MARTHA J. KEATING

ELISE J. WATSON

NANNIE P. KEATING

MATILDA B. KEATING

The aforegoing Petition having been read and considered, It Is Thereupon, this Twelfth day of May in the year nineteen hundred and six, by James W. Pearce and Austin L. Crothers two of the judges of the Circuit Court for Queen Anne's County in Equity, and by the authority of the said court, ORDERED and DECREED that Philemon B. Hopper, of Queen Anne's county, State of Maryland, be and he is hereby appointed trustee in this case in the place and stead of Edwin H. Brown who has departed this life, and that on giving bond as hereinafter provided the said Philemon B.Hopper, be and he is hereby invested and clothed with all the powers and duties of trustee inthis cause, and that he be and is hereby authorized, empowered and ordered to demand, receive and collect all real and personal property, effects, bonds, notes, securities or evidences of debt, belonging to the said trust estate wheresoever the same may be found and to take, initiate, institute and prosecute all proper legal and necessary proceedings and suits at law or in equity for the recovery of any or all of the property, money, effects, securities, bonds and evidences of debt belonging to or constituting the said trust estate or any part of it, and that he, the said Philemon B. Hopper, before proceeding to act as such trustee shall give bond to the State of Maryland in the penalty of Five Thousand Dollars and conditioned for the faithful performance of the duties of his trust and to obey all orders of this court passed in relation to the said trust, with a surety or sureties to be approved by the clerk of the Circuit Court for Queen Anne's County.

JAMES W. PEARCE
AUSTIN L. CROTHERS

Filed the 12th day of May, 1906

Bond
Filed May 22, 1906

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Philemon B. Hopper of Queen Anne's County, State of Maryland, as principal and the AMERICAN BONDING COMPANY OF BALTIMORE, a body corporate, duly incorporated under the Laws of the State of Maryland, and 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 ($5000.00) Five thousand Dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this fourteenth day of May in the year of our Lord one thousand nine hundred and six.

WHEREAS, the above bounden Philemon B. Hopper was appointed trustee (vice Edwin H. Brown, deceased) by a decree of the Honorable the Judges of the Circuit Court of Queen Anne's County, in Equity dated the Twelfth day of May, 1906, with full power to complete the trust, in a case on the Chancery Docket of said court numbered 831 and entitled B. Palmer Keating next friend to Margaret F. Keating et al. vs. Elizabeth F. Keating et al. now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Philemon B. Hopper do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, The above bounden Philemon B. Hopper hath hereunto set his hand and seal, and the said body corporate has caused this bond to be signed by its President, and its Secretary, and its seal to be hereunto affixed the day and year first herein above written.

Signed, Sealed and Delivered
in the presence of

J. F. ROLPH

PHILEMON B. HOPPER (SEAL)

AMERICAN BONDING COMPANY OF BALTIMORE,

Seal's Place

By GEORGE L. RADCLIFFE
3rd Vice President

Attest: MILLARD LEONARD
Ass't Secretary

B. Palmer Keating, next friend, &c.	)	In the Circuit Court
vs.	)	for Queen Anne's County,
Elizabeth F. Keating, and others	)	in Equity.
		Cause No.831.

To the Honorable Judges of said Court:

Your petitioner, Philemon B. Hopper, the present trustee in this cause, respectfully shows:

1. That it will appear from the proceedings in this cause that the original trustees in this cause, Thomas J. Keating and B. Palmer, who made the sales of the real estate decreed to be sold, reported to this Court that they had sold that part of said real estate described in the proceedings as "Lot No. 12" to Otho D. Bryan for two hundred and forty five dollars, and the sale thereof was finally ratified by this Court.

2. That it will also appear from the proceedings in this cause that the said purchaser departed this life without having paid the whole purchase money for said "Lot No. 12", intestate, and leaving a widow, May W. Bryan, and three children, Wrightson V. Bryan, Herbert Bryan and May F. Bryan, his only heirs at law, all of whom are now more than twenty one years old, and all of whom are now living.

3. That Edwin H. Brown was, subsequent to the aforesaid sale, was appointed sale trustee in this cause in place of said Thomas J. Keating and B. Palmer Keating, and that the said new trustee filed a petition in this cause alleging, among other things, that the said deceased purchaser died owing ninety one dollars and eighty seven cents, ($91.87) balance of purchase money for said Lot No. 12, with interest thereon from November 28th, 1887, and that the personal estate of said Otho D. Bryan was insufficient to pay the preference claims against it. And the said new trustee prayed in said petition that the payment of said unpaid purchase money and interest might be required by order of this court and in default of such payment, the said Lot No. 12 might be resold for the payment thereof.

4. That it will further appear from said proceedings that on the 11th day of August 1899 that this court ordered that the aforesaid Lot No. 12 be sold unless the said sum of $91.87 with interest from November 28th 1887, appearing to be the balance of purchase money unpaid thereon,with costs of this proceeding, are brought into this Court" or good cause to the contrary shown on or before the date named in said order, and that a copy of said petition and order be served on the aforesaid widow and heirs at law on or before a day named therein, and served on the Administrator of the personal estate of the said Otho D. Bryan as well. And it appears by the return of the sheriff filed among the proceedings

in this cause that a copy of said petition and order was duly served upon the said widow, the heirs at law and administrator of the said Otho D. Bryan.

5. That it also appears from said proceedings that this Court passed an order on the 28th day of June, 1905, reciting the service of aforesaid petition and order as required by its order of August 11, 1899, and setting forth that the money required by said order to be brought into Court, (nor any part of it) had been brought into Court, and no cause to the contrary shown, and directing that said Lot No. 12 be sold by said new trustee, on terms named therein for the payment of aforesaid unpaid purchase money, interest and costs.

6. Your petitioner shows that Edwin H. Brown departed this life in the year 1905 without having collected any part of said purchase money, interest and costs, and without having sold, or exposed for sale, the aforesaid Lot No. 12, so that the matter now stands as it did at the time the aforesaid order for the sale of said Lot No. 12 was passed.

7. Your petitioner further shows that he was appointed sale trustee in this cause, vice Edwin H. Brown, deceased, by Order of this Court passed on May 12th, 1906, and filed the bond required of him by said order, which was duly approved, and entered upon the discharge of the duties of his trust.

8. Your petitioner further shows that no part of said unpaid purchase money, interest or costs, has been paid to him.

9. Your petitioner has not deemed it, heretofore, to be best to ask for authority to sell said Lot No. 12 at public sale because of the large costs necessarily incident to such a sale and because he has believed it to be for the interest of all concerned to seek a purchaser at privat e sale.

10. And your petitioner shows that he has recently received an offer from Webster Seward, of Two Hundred and Ninety Dollars, for said Lot No. 12, and that he has made known this offier to the widow and heirs at law of Otho D. Bryan who have consented to a private sale of said Lot No. 12 for $290.00 as will appear by their written consent attached to this petition. Your petitioner believes this to be a fair price for said property and a larger amount than the net proceeds of a public sale would be, even if the property would sell for a much larger amount if exposed at public sale, and yourpetitioner believes it would sell for a very little if any, more than $290 at public sale.

Your Petitioner prays this honorable Court to little, if any, more than $290. at public sale.

Your Petitioner prays this honorable Court to pass an order authorizing him to sell said Lot No.12 at private sale for $290. cash and empowering him to convey said property to the purchaser by deed, to be executed by him agreeably to law. And as &c.

Philemon B. Hopper
Trustee-Petitioner

I, the undersigned, Notary Public of the State of Maryland, in and for Caroline County and resident and doing business at Denton, in said County and State, do hereby certify that, on this 14th day of October, 1912, Philemon B. Hopper, Trustee, Petitioner, personally appeared before me at Denton aforesaid and made oath in due form of law that the several matters and things set forth in the aforegoing petition are true as therein stated, to the best of his knowledge and belief.

In testimony Whereof I have hereunto signed my name and affixed. my notarial seal.

Notary Seal

Gertrue Crossan Deen
Notary Public

The aforegoing petition, and the consent of May W. Bryan, Mary Frazer Bryan, Herbert Bryan and Wrightson V. Bryan following and attached hereto,having been read and considered, It is Thereupon, this 14th day of October,in the year nineteen hundred and twelve, adjudged ordered and decreed by the Circuit Court for Queen Anne's County, in Equity, that the real estate described in these proceedings as Lot No.12 (and heretofore reported by the former trustees as having been sold to Otho D. Bryan) be sold to pay the purchase money therefor now being unpaid to wit: Ninety one dollars and eighty seven cents ($91.87) with interest thereon from the 28th day of November 1887 to the date of this order and the costs accrued on petition for resale filed in this cause by EdwinH. Brown, former trustee, and accrued on, or incident to, the aforegoing petition and proceedings thereunder: that Philemon B. Hopper, the present trustee in this cause, be and is authorized and empowered and appointed as such trustee to make said sale: and he is not required to give any bond, having heretofore filed a sufficient bond: and the said trustee is authorized and empowered to sell the said Lot No 12 at private sale for not less than two hundred and ninety dollars cash; and he shall report such sale to this court as soon as may be convenient: and after ratification of such sale by the Court and the payment of the whole purchase money (and not before) the trustee shall convey, (by a deed to be executed by him agreeably to law), to the purchaser the property sold him, or to his heirs or assigns, free, clear and discharged from all claims of all the parties to this cause and to the aforegoing petition and attached consent, and of all persons claiming by, from or under them or any of them.

W.H. Adkins

B. Palmer Keating, next friend of Margaret F. Keating, et al.	)	In the Circuit Court for Queen
	)	
	)	Queen Anne's County,
vs.	)	
	)	in Equity.
Elizabeth F. Keating and others.		Cause No. 831

To the Honorable Judges of the said Court:-

The undersigned widow and heirs at law of Otho D. Bryan, late of Queen Anne's County, Maryland, deceased, hereby agree and consent that Lot number Twelve, (of the real estate described in this cause and reported sold to said Otho D. Bryan by the trustee, and decreed by thhis court, by its order passed on the 28th day of June, 1905, to be resold at risk of purchaser for the unpaid residue of the purchase money and interest thereon, with costs shall be sold and that such resale shall be made by the trustee at private sale, without advertisement and for the amount of Two hundred and ninety dollars, as set out in the petition of the present trustee filed in this cause, out of which sum, we agree and consent, that the balance of purchase money due from said Otho D. Bryan, to wit: $91.87, and interest thereon from November 28th, 1887, and costs of proceedings for re-sale shall be paid, and the residue of the proceeds of re-sale be paid to us according to our respective interests therein.

And we do further agree and consent that this court shall ratify and confirm the said sale when and as soon as the same be reported to this court and without the publication of an order nisi, if that can be done

We are all over twenty one years of age.

May W.Bryan

Mary Frazer Bryan

Herbert Bryan

Wrightson V. Bryan

Filed Oct. 14, 1912

B. Palmer Keating next friend, &c.	)	In the Circuit Court
vs,	)	for Queen Anne's County,
Elizabeth F. Keating and others	)	in Equity. Cause No. 831.

To the Honorable Judges of said Court:

The report of Philemon B. Hopper, Trustee respectfully shows:

1. That pursuant to authority given him by the order of this Court passed in this cause on the fourteenth day of October, in the year nineteen hundred and twelve, he has sold the land described in these proceedings as "Lot No. 12" unto W. Webster Seward, of Queen Anne's County, State of Maryland, at private sale for the full amount of Two Hundred and Ninety dollars,who has paid unto him the whole of said purchase money.

2. Your trustee further reports that the amount of unpaid purchase money due and owing from Otho D. Bryan, for which said "Lot No. 12" was sold, with interest thereon and costs, is principal $91.87

Interest thereon, from November 28, 1887, to October 14th, 1912----------$137.13

amount of costs on proceedings for resale..... 11.00
Aggregating for principal, interest & costs, due trustee $240.00

And leaving net proceeds of sale, not required to pay said principal of unpaid purchase money owing or the interest thereon on costs by said Otho D. Bryan, payable to his widow and heirs at law, in their respective proportions 50.00

3. Your trustee further reports that he does not desire to be allowed commissions on the proceeds of said sale, and hereby waives said commissions.

4. Your trustee further reports that the widow and heirs at law of Otho D. Bryan, who alone are interested in the surplus proceeds of said sale, have consented that the said sale shall be ratified forthwith by the Court without publication of an order of ratification, as will appear by their written consent attached to your trustee's petition for authority to sell said "Lot No. 12" filed in this cause on the 14th day of October, 1912: and your trustee hereby consents that said sale may be finally ratified in that way.

5. Your trustee respectfully prays this Honorable Court, therefore, to pass an order finally ratifying and confirming the sale herein reported,forthwith and without the passage and publication of an order of ratification nisi: and to authorize him to pay over to the widow and heirs at law of Otho D.Bryan the money herein above shown to be due them without having an audit made to distribute said proceeds of sale, your trustee deeming an audit unneccessary and desiring to save the cost of one.

All which is respectfully submitted

PhilemonB.Hopper, Trustee

I hereby certify that, on this 19th day of October, in the year, 1912, Philemon B. Hopper, Trustee, personally appeared before me, a Notary Public of the State of Maryland, in and for Caroline County, at my place of business at Denton, in said County, and made oath in due form of law that the several matters and things stated

in the aforegoing report are true as therein set forth and that the sale therein reported was fairly made.

In testimony whereof I have hereunto signed my name and affixed my notarial seal.

Seal's Place

GERTRUDE CROSSAN DEEN
Notary Public

Ordered, this 18th day of October, in the year nineteen hundred and twelve by the Circuit Court for QueenAnne's County, in Equity, that the sale of Lot No. 12 made in this cause by Philemon B. Hopper, Trustee, and reported in the aforegoing report by him, be and the same is hereby finally ratified and confirmed, without the passage and publication of an order of ratification nisi, all the parties in interest being sire Junis and having consented that said sale shall be ratified in this way.

And it is further ordered that the said trustee be, and is hereby, authorized and directed to pay over to the widow and heirs at law of Otho D. Bryan, deceased, the proportion of the proceeds of sale appearing to be due them by aforegoing report of sale without having an audit stated for the distribution of such proceeds: the trustee is not allowed commissions because has waived same.

W.H. Adkins

::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this First day of July in the year nineteen hundred and fifty three, the following Bill of Complaint was filed for record, to wit:-

C A U S E N O. 3868

JAMES O. PORTER
and
ELEANOR E. PORTER, his wife
723 Rappole Street
Baltimore, Maryland

ANNA P. LEARY
and
ALBERT LEONARD LEARY, her husband
Emmittsburg, Maryland

FLORENCE P. JONES, widow,
Stevensville, Maryland

Plaintiffs

vs.

THURMAN T. PORTER
and
EVELYN T. PORTER, his wife
Stevensville, Maryland

Defendants

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 3868

* *

Bill of Complaint

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. That Sarah Virginia Lee Porter, late of Queen Anne's County, State of Maryland, departed this life on or about the 2nd day of December, 1950, seized and possessed of two tracts and parcels of land, in fee simple, more particularly described as follows, to wit:

Parcel No. One

All that tract of land or farm, with the improvements thereon, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the west side of the Old County public road leading from Stevensville to Love Point, bounded on the north side by the "Thomas Brown Farm" (now owned by the Estate of the late Dr. Theodore Cooke,Jr.,), bounded on the west by Chesapeake Bay, bounded on the south by the farm formerly of W.S. Price (now owned by Gerald and Alice Harrington) AND bounded on the east by said Old County public road, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at the northeast corner of said land in the middle of said road opposite the divisional fence between this land and the "Brown Land", and running with said line

North 77¼ degrees West, 190 3/5 perches to the Bay; thence down the Bay South 15½ degrees West, 47 perches; thence
South 6¼ degrees West, 20 perches; thence
South 3½ degrees East, 26 perches to a stake on the Bay Shore; which is to be a boundary between this land and the land formerly of said W.S. Price, now the land of the said Gerald and Alice Harrington; thence with the said divisional line
South 83¾ degrees East, 198.3 perches to the said Old County public road to a stake; thence with the said road
North 1½ degrees East, 70 4/5 perches to the place of beginning, containing 100 acres, 1 rood and 18 perches of land, more or less.

BEING the same property conveyed unto the said Sarah Virginia Lee Porter by Albert J. and Mary Faries by deed dated March 31, 1903, and recorded in Liber J.E.G. No. 5, folio 23, a Land Record Book for Queen Anne's County, a certified copy of said deed being filed herewith, marked "Plaintiffs' Exhibit No. 1".

PARCEL NO. TWO

ALL that lot or parcel of land, with all improvements, including a two story frame dwelling house,situate, lying and being in the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, located on the northwest side of the public road leading from Stevensville to Chester River Steamboat Wharf, having a frontage of 60 feet on said road, with a depth of 335 feet, and bounded by the lands formerly of Richard B. Baxter, now the lands of R. Tilden Baxter on the northeast side, bounded by the property formerly known as the Stevens lot now the property of Margaret Tolson on the southwest side, and located on the westerly side of the said Stevensville-Love Point Public Road, and containing One-half an acre of land, more or less.

BEING the same property conveyed unto the said Sarah Virginia Lee Porter, Richard B. and William A. Baxter by deed dated October 22, 1901, and recorded in Liber J.E.G. No. 3, folio 216, a Land Record Book for Queen Anne's County, a certified copy of said deed being filed herewith, marked "Plaintiffs' Exhibit No. 2".

2. That the said Sarah Virginia Lee Porter died intestate, leaving surviving her the said parties to this cause, James O. Porter, Anna P. Leary, Florence P. Jones and Thurman T. Porter, her children, as her only heirs at law.

3. That the said James O. Porter, Anna P. Leary, Florence P. Jones, and Thurman T. Porter each have an undivided one-quarter interest in the above described tracts and parcels of land.

4. That all parties hereto are adults, residing in the State of Maryland.

5. That the tracts and parcels of land hereinabove mentioned and described cannot be divided among the parties therein interested or owing the same as above set forth in paragraph three of this Bill of Complaint without loss or injury to the said parties entitled thereto as above set forth.

TO THE END THEREFORE:

(a) That the said two tracts and parcels of land hereinabove described may be sold under a decree of this Court and the proceeds distributed among the parties entitled thereto according to their respective rights and interests therein.

(b) That your Orators may have such other and further relief as their cause may require.

MAY IT PLEASE YOUR HONORS to grant unto your Orators writs of Subpoena against the Defendants, Thurman T. Porter andEvelyn T. Porter, his wife, both of Stevensville, QueenAnne's County, Maryland, commanding them to be and appear in this Honorable 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.

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes,Jr.
Solicitors for Complainants

Filed July 1, 1953

EXHIBIT NO. 1
Filed July 1, 1953

Queen Anne's County, to wit: Be it remembered that on the second day of April in the year Nineteen Hundred and three the following Deed was brought to be recorded, to wit:

This Deed, made this thirty first day of March, in the year one thousand nine hundred and three, by and between Albert J. Faries and Mary Faries, his wife, of the City of Philadelphia, in the State of Pennsylvania parties of the first part, and Sarah V.L. Porter, widow, of Kent Island, Queen Anne's County, in the State of Maryland, party of the second part, Witnesseth, that in consideration of the sum of four thousand five hundred dollars, this day paid, the receipt whereof is hereby acknowledged the said parties of the first part do grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all that tract of land or farm situate, lying and being on Kent Island, in Queen Anne's County aforesaid, on the public road leading from Stevensville to Love Point, bounded on the north side by the "Thomas Brown Farm", on the west by Chesapeake Bay, on the south by W.S. Price's Land, and on the east by said public road, and contained within the following metes and bounds, courses and distances, to wit: Beginning at the northeast corner of said land in the middle of said road opposite the divisional fence between this land and the Brown land, and running with said line north seventy seven and a quarter degrees, west one hundred and ninety and three fifths perches to the Bay, thence down the Bay south fifteen, and a half degrees west forty-seven perches, thence south six and a quarter degrees west twenty perches; thence south three and a half degrees each twenty six perches to a stake on the bay shore, which is to be a boundary between this land and the land of said W.S. Price; thence with the divisional line south eighty three and three quarter east one hundred and ninety eight and three-tenths perches to the public road to a stake; thence with the road north one and one-half degrees east seventy and four fifths perches to the place of beginning, containing one hundred acres and one rood and eighteen perches of land. Being the same tract of land which by deed dated December 14th, 1880, and recorded among the lands records of QueenAnne's County in Liber J.W. No. 11, folio 384, was granted and conveyed by William S. Price and wife to the said Alfred J. Faries in fee simple. Together with the improvements thereupon erected, and the rights, roads ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, To have and to hold the said described tract of land and premises unto to the proper use and of the said Sarah V.L. Porter, her heirs and assigns, in fee simple . And the said parties of the first part do hereby covenant that they will warrant specially the property hereby granted, and that they will execute such further assurances thereof as may be requisite.

Witness the hands and seals of the said grantors.

Test: Sophia P. Cornwall
George Blarse

ALFRED J. FARIES (SEAL)

MARY FARIES (SEAL)

State of Pennsylvania, City of Philadelphia, to wit:

I hereby certify, that on this twenty first day of March, in the year one thousand nine hundred nine hundred and three, before me, the subscriber, a Notary Public of the State of Pennsylvania, and for the City of Philadelphia aforesaid, personally appeared Alfred J. Faries, and Mary Faries, his wife, the grantors hereinbefore named and severally acknowledged the foregoing deed to be their respective act.

Notary Public Seal.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal onthe day and year last above written.

Pennsylvania
Phila.

Com. Expires Jan. 19th 1907

George Blarse, Notary Public

State of Pennsylvania, County of Philadelphia, SS.

I, M. Russell Thayer, Prothonotary of the County of Philadelphia and Clerk of the Courts of Common Pleas of said County, which are Courts of Record, having a common seal, being the officer authorized by the laws of the State of Pennsylvannia to make the following certificate do certify, That George Blarse Esquire whose name is subscribed to the certificate of the acknowledgment of the annexed Instrument and thereon written, was at the time of such acknowledgment a Notary Public for the Commonwealth of Pennsylvannia, residing in the county aforesaid, duly commissioned and qualified to administer oaths, and affirmations and to take take acknowledgments, and proofs of Deeds or Conveyances, for lands, testaments and hereditaments to be recorded in said State of Pennsylvania, and to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said Notary Public and verily believe his signature thereto is genuine, and I further certify that the said Instrument is executed and acknowledged in conformity with the laws of the State of Pennsylvania.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this 31st day of March in the year of our Lord one thousand nine hundred & three (1903).

Prothonotary
Seal
Pennsylvannia

M. Russell Thayer
Prothonotary

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

I hereby certify that the aforegoing was truly taken and copied from Liber J.E.G. No. 5, folios 23 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 first day of July in the year nineteen hundred and fifty three.

Clerk's Seal.

T. SORDEN PIPPIN
Clerk

Exhibit No. 2
Filed July 3, 1953

Queen Anne's County, to wit: Be it remembered that on the sixth day of May in the year Nineteen Hundred and Two the following Deed was brought to be recorded, to wit:

This Deed, made this 22nd day of October in the year nineteen hundred & One by Richard B. Baxter and Willie A. Baxter, his wife, both of Queen Anne's County, State of Maryland, witnesseth; Whereas for and in consideration of the sum of One Thousand and fifty 00/100 cash in had paid me by Sadie L.V. Porter of Kent Island County & State aforesaid, receipt thereof being hereby acknowledged, we the said Richard B. Baxter & Willie A. Baxter his wife do hereby bargain & sell grant & convey unto the said Sallie L.V. Porter, all that lot or parcel of land with all improvements thereon in feesimple, situate lying & being on Kent Island aforesaid, and situate on the north west side of the public road leading from Stevensville to Chester River Steamboat Wharf having a frontage of sixty feet (60 ft) on the said Road with a depth of Three hundred and thirty-five feet (335 feet) and adjoins the lands of the said Richard B. Baxter and the property known as the Jas Stevens lot and contains ½ of an acre of land more or less being a portion of one of the lots bought by the said Richard B. Baxter farm T.J. & B. Palmer Keating Attys. deed for which will be found in Liber L.D. #1 folio 457, one of the Land Record Books of Queen Anne's Co. aforesaid. The said Richard B. Baxter & Willie A. Baxter his wife do generally & specially warrant the title hereto.

Witness our hands & Seals

Test: Julian e. Bryan

Richard B. Baxter (Seal)
her
Willie A. X Baxter (seal)
mark

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

I hereby certify that on this 22nd day of October Nineteen Hundred and One before me the subscriber a Justice of the Peace of the State of Maryland in and for Queen Anne's County personally appeared Richard B. Baxter and Willie A. Baxter, his wife, and acknowledged the aforegoing deed to be their respective act.

Julian E. Bryan J.P.

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

I hereby certify that the aforegoing was truly taken and copied from Liber J.E.G. No. 3, folios 216 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 first day of July in the year nineteen hundred and fifty three.

T. SORDEN PIPPIN
Clerk

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO Thurman T. Porter and Evelyn T. Porter, his wife
Stevensville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James O. Porter and Eleanor E. Porter, his wife, 723 Rappole Street, Baltimore, Maryland and Anna P. Leary and Albert Leonard Leary, her husband, Emmittsburg, Maryland and Florence P. Jones, widow, Stevensville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 4th day of May, 1953.

Issued the 1st day of July, 1953.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name John Palmer Smith
Vachel A. Downes, Jr.

Address Centreville, Maryland

T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Defendant's summoned by reading subpoena to them and leaving copy of subpoena and bill of complaint with each of them this 1st. day of July, 1953.

FRANK Y. WHITELEY
Sheriff

Filed July 3, 1953

ANSWER
Filed July 18, 1953

JAMES O. PORTER and ELEANOR E. PORTER, his wife, 723 Rappole Street Baltimore, Maryland ANNA P. LEARY AND ALBERT LEONARD LEARY, her husband, Emmittsburg, Maryland FLORENCE P. JONES, widow, Stevensville, Maryland Plaintiffs vs. THURMAN T. PORTER and EVELYN T. PORTER, his wife, Stevensville, Maryland	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 3868

A N S W E R

TO THE HONORABLE, the Judges of said Court:

The Answer of Thurman T. Porter and Evelyn T. Porter, his wife, by Thomas J. Keating, Jr., their attorney, to the Bill of Complaint herein filed against them, respectfully sets forth:

1. THAT your Respondents admit the allegations of Paragraph 1 of the Bill of Complaint.

2. THAT your Respondents admit the allegations of Paragraph 2 of the Bill of Complaint.

3. THAT your Respondents admit the allegations of Paragraph 3 of the Bill of Complaint.

4. THAT your Respondents admit the allegations of Paragraph 4 of the Bill of Complaint.

5. THAT your Respondents deny the allegations of Paragraph 5 of the Bill of Complaint insofar as they might apply to the parcel of land described as parcel #2 in Paragraph 1 which is a farm that might readily be divided in kind among the parties.

6. Further answering said Bill of Complaint your Respondents allege that the real estate described as parcel #1 in the Bill, being a farm, is subject to two Mortgages now held by Thomas J. Keating, Jr., by Assignment, and that said Assignee of Mortgages is therefore a necessary party to these proceedings.

7. Further answering said Bill of Complaint your Respondents aver that it does not appear from said Bill whether or not the decedent, Virginia Lee Porter, left sufficient personal estate to pay her debts, whether or not such personal estate, if any, was administered upon, whether or not the requisite Notice to Creditors was therein given and other facts necessary to determine who may be other necessary parties to these proceedings.

AND having answered said Bill of Complaint your Respondents pray to be dismissed, hence with their costs or to have such relief as may be right and proper in the premises.

AND as in duty bound, etc.

THOS. J. KEATING JR.
Attorney for Defendants

Filed July 18, 1953

I HEREBY CERTIFY that I served a copy of the aforegoing Answer upon John Palmer Smith, Esq., Attorney for the Plaintiffs, by leaving same with him at his office in Centreville, Maryland, on the 18 day of July 1953.

THOS.J. KEATING JR.
(Thomas J. Keating,Jr.)
ATTORNEY FOR DEFENDANTS

Filed July 18, 1953

PETITION FOR AMENDMENT
Filed Aug. 8, 1953

JAMES O. PORTER, et. al.

vs.

THURMAN T. PORTER, et. al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 3868

* * * * * * * * * * * * * * * * * *

PETITION FOR AMENDMENT

The petition of John Palmer Smith and Vachel A. Downes, Jr., Solicitors for Complainants, respectfully represents unto your Honors:

1. That on the 1st day of July, 1953, a Bill of Complaint was filed in this cause by your Petitioners.

2. That on the 18th day of July, 1953, the answer of the Defendants, Thurman T. Porter and Evelyn T. Porter was filed by Thomas J. Keating, Jr., their attorney.

3. That said Answer alleges in paragraph seven thereof that said Bill of Complaint does not set forth whether or not the said decedent, Sarah Virginia Lee Porter, left sufficient personal estate to pay her debts, whether or not the personal estate, if any, was administered upon, whether or not the requisite Notice to Creditors was therein given and other facts necessary to determine who may be other necessary parties to these proceedings.

WHEREUPON your Petitioners pray this Honorable Court to pass an Order allowing them to file an Amended Bill of Complaint, joining the said Thomas J. Keating, Jr., Assignee, as a party defendant to this cause, and answering the allegations set forth in paragraph seven of the Answer heretofore filed.

JOHN PALMER SMITH
By VACHEL A. DOWNES JR.

VACHEL A. DOWNES
Vachel A. Downes, Jr.
Solicitors for Complainants

Filed Aug. 8, 1953

ORDER

Upon the aforegoing Petition, it is ORDERED this 5th day of August, 1953, by the Circuit Court forQueen Anne's County, In Equity, that the Complainants herein, by their Solicitors, be allowed to file an Amended Bill of Complaint, Joining the said Thomas J. Keating, Jr., Assignee, as a party defendant and setting forth such allegations regarding the administration of the personal estate of Sarah Virginia Lee Porter as may be requisite to determine other necessary parties, if any there be, to this cause, and as to publication of the requisite Notice to Creditors.

Wm. R. HORNEY
Judge

Filed Aug. 8, 1953

Amended Bill of Complaint
Filed Aug. 8, 1953

JAMES O. PORTER and ELEANOR E. PORTER, his wife 723 Rappole Street Baltimore, Maryland	IN THE
ANNA P. LEARY and ALBERT LEONARD LEARY, her husband Emmittsburg, Maryland	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
FLORENCE P. JONES, widow, Stevensville, Maryland Plaintiffs	IN EQUITY No. 3868
vs.	
THURMAN T. PORTER and EVELYN T. PORTER, his wife Stevensville, Maryland	
THOMAS J. KEATING, JR., assignee, Centreville,Maryland Defendants	

* * * * * * * * * * * * * * * * * *

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That Sarah Virginia Lee Porter, late of Queen Anne's County, State of Maryland, departed this life on or about the 2nd day of December, 1950, seized and possessed of two tracts and parcels of land, in fee simple, more particularly described as follows, to wit:

Parcel No. One

All that tract of land or farm, with the improvements thereon, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the west side of the Old County public road leading from Stevensville to Love Point, bounded on the north side by the "Thomas Brown Farm" (now owned by the Estate of the late Dr. Theodore Cooke, Jr.,) bounded on the west by Chesapeake Bay, bounded on the south by the farm formerly of W.S. Price (now owned by Gerald and Alice Harrington), and bounded on the east by said Old County public road, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING for the same at the northeast corner of said land in the middle of said road opposite the divisional fence between this land and the "Brown Land", and running with said line

North 77¼ degrees West, 190 3/5 perches to the Bay; thence down the Bay South 15½ degrees West, 47 perches; thence
South 6¼ degrees West, 20 perches; thence
South 3½ degrees East, 26 perches to a stake on the Bay Shore; which is to be a boundary between this land and the land formerly of said W.S. Price, now the land of the said Gerald and Alice Harrington; thence with the said divisional line
South 83¾ degrees East, 198.3 perches to the said Old County public road to a stake; thence with the said road
North 1½ degrees East, 70 4/5 perches to the place of beginning containing 100 acres, 1 rood and 18 perches of land, more or less.

BEING the same property conveyed unto the said Sarah Virginia Lee Porter by Albert J. and Mary Faries by deed dated March 31, 1903, and recorded

in Liber J.E.G. No. 5, folio 23, a Land Record Book for Queen Anne's County, a certified copy of said deed being filed herewith, marked "Plaintiffs' Exhibit No. 1".

PARCEL NO. TWO

ALLthat lot or parcel of land, with all improvements, including a two story frame dwelling house, situate, lying and being in the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, located on the north west side of the public road leading from Stevensville to Chester River Steamboat Wharf, having a frontage of 60 feet on said road, with a depth of 335 feet, and bounded by the lands formerly of Richard B. Baxter, now the lands of R.Tilden Baxter on the northeast side, bounded by the property formerly known as the Stevens lot now the property of Margaret Tolson on the southwest side, and located on the westerly side of the said Stevensville - Love Point Public Road, and containing one-half an acre of land, more or less.

BEING the same property conveyed unto the said Sarah Virginia Lee Porter, Richard B. and William A. Baxter, by deed dated October 22, 1901, and recorded in Liber J.E.G. No. 3, folio 216, a Land Record Book for Queen Anne's County, a certified copy of said deed being filed herewith, marked "Plaintiffs' Exhibit No. 2" .

2. That the said Sarah Virginia Lee Porter died intestate, leaving surviving her the said parties to this cause, James O.Porter, Anna P. Leary, Florence P. Jones and Thurman T. Porter, her children, as her only heirs at law.

3. That the estate of Sarah Virginia Lee Porter was administered upon by the Orphans' Court of Queen Anne's County; that letters of administration thereon were granted to James O. Porter and Florence P. Jones; that Notice to Creditors of Sarah Virginia Lee Porter was published for four successive weeks in a newspaper printed and published in Queen Anne's County; that the personal estate of Sarah Virginia Lee Porter was sufficient to pay her debts and the balance was distributed to her heirs at law; and that said administration upon her estate has been fully completed.

4. That the said James O. Porter, Anna P. Leary, Florence P. Jones, and Thurman T. Porter each have an undivided one-quarter interest in the above described tracts and parcels of land.

5. That said farm above described is subject to two mortgages: (a) from Sarah Virginia Lee Porter to J. Frank Harper, trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock", dated April 11, 1913, and recorded among the Land Records of Queen Anne's County in Liber W.F.W. No. 3, folio 238, and (b) from Sarah Virginia Lee Porter to James T. Bright, dated December 20, 1913, and recorded among the Land Records aforesaid in Liber W.F.W. No. 4, folio 394, both of said mortgages being assigned unto Thomas J. Keating, Jr., a defendant herein, by short assignments at the foot of the respective mortgages from Howard Wood III, Executor of the estate of Georgia M. Boyer, dated July 15, 1953.

6. That all parties hereto are adults, residing in the State of Maryland.

7. That the tracts and parcels of land hereinabove mentioned and described cannot be divided among the parties therein intereted or owning the same as above set forth in paragraph four of this Bill of Complaint without loss or injury to the said parties entitled thereto as above set forth.

TO THE END THEREFORE:

(a) That the said two tracts and parcels of land hereinabove described may be sold under a decree of this Court and the proceeds distributed among the parties entitled thereto according to their respective rights and interests therein.

(b) That your Orators may have such other and further relief as their cause may require.

MAY IT PLEASE YOUR HONORS to grant unto your Orators writs of Subpoena against the Defendants, and Thomas J. Keating, Jr., of Centreville, Queen Anne's County, Maryland, commanding them to be and appear in this Honorable 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.

JOHN PALMER SMITH
By VACHEL A. DOWNES JR.
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.
Solicitors for Complainants

Copy served on Thomas J. Keating,Jr., Solicitor for Thurman T. Porter and Evelyn T. Porter by leaving a copy of the same at his law office in Centreville on the 8th day of August, 1953.

VACHEL A. DOWNES JR.
Vachel A. Downes,Jr.

Filed Aug. 8, 1953

Subpoena
Filed Aug. 25, 1953

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

SEAL'S PLACE

TO Thomas J. Keating,Jr., Assignee,
Centreville, Maryland,

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of September next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James O. Porter and Eleanor E. Porter, his wife, 723 Rappole Street, Baltimore, Maryland, Anna P. Leary and Albert Leonard Leary, her husband, Emmittsburg, Maryland, and Florence P. Jones, Stevensville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 6th. day of July, 1953.

Issued the 8th. day of August, 1953.

TO THE DEFENDANT(S):

Your are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainants(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name John Palmer Smith
Vachel A. Downes,Jr.
Address Centreville, Maryland

T. SORDEN PIPPIN ,Clerk

And on the back of the aforegoing is the following endorsement, to wit:

I hereby certify, that I served the within writ of subpoena on Thomas J. Keating, Jr., Assignee, by reading same to him and by leaving a copy of same with him, together with a copy of the amended bill of complaint, this 18th day of August, 1953.

FRANK Y. WHITELEY
Sheriff.

Filed Aug. 25, 1953

ANSWER
Filed Sept. 17, 1953

JAMES O. PORTER and ELEANOR E. PORTER, his wife, 723 Rappole Street Baltimore, Maryland ANNA P. LEARY and ALBERT LEONARD LEARY, her husband Emmittsburg, Maryland FLORENCE P. JONES, widow Stevensville, Maryland Plaintiffs vs. THURMAN T. PORTER and EVELYN T. PORTER, his wife Stevensville, Maryland THOMAS J. KEATING, JR., Assignee Centreville, Maryland Defendants	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 3868

TO THE HONORABLE, the Judges of said Court:

The Answer of Thurman T. Porter and Evelyn T. Porter, his wife, by Thomas J. Keating, Jr., their attorney, to the amended Bill of Complaint filed against them in this cause respectfully set forth:

1. THAT your Respondents admit the allegations of Paragraph 1 of the amended Bill of Complaint.

2. THAT your Respondents admit the allegations of Paragraph 2 of the amended Bill.

3. THAT your Respondents admit that portion of Paragraph 3 of the amended Bill which alleges the administration upon the estate of Sarah Virginia Lee Porter, the publication of Notice to Creditors, and the adequacy of the personal estate to pay debts; but your Respondents deny that portion of said paragraph as alleges that the balance was distributed to the decedent's heirs-at-law and that said administration has been dully completed, same being contrary to the facts.

4. THAT your Respondents admit the allegations of Paragraph 4 of the amended Bill.

5. THAT your Respondents admit the allegations of Paragraph 5 of the amended Bill.

6. THAT your Respondents admit the allegations of Paragraph 6 of the amended Bill.

7. THAT your Respondents deny the allegations of Paragraph 7 of the amended Bill insofar as they might apply to the parcel of land described as Parcel No. 2 in paragraph 1 of the amended Bill which is a farm that might be readily divided in kind among the parties.

AND having fully answered said amended Bill of Complaint your Respondents pray to be dismissed, hence with their costs or to have such relief as may be right and proper in the premises.

AND as in duty bound, etc.

THOS. J. KEATING, JR.
(Thomas J. Keating, Jr.)
ATTORNEY FOR DEFENDANTS

THIS IS TO CERTIFY that I served a copy of the aforegoing Answer upon John Palmer Smith, Attorney for the Plaintiffs, by leaving same with him at his office in Centreville, Maryland, on the 17th day of September 1953.

THOS. J. KEATING JR.
(Thomas J. Keating,Jr.)
ATTORNEY FOR DEFENDANTS

Filed Sept. 17, 1953

ANSWER
Filed Sept. 17, 1953

JAMES O. PORTER and ELEANOR E. PORTER, his wife, 723 Rappole Street Baltimore, Maryland. ANNA P. LEARY and ALBERT LEONARD LEARY, her husband Emmittsburg, Maryland FLORENCE P.JONES, widow Stevensville, Maryland Plaintiffs vs. THURMAN T. PORTER and EVELYN T. PORTER, his wife Stevensville, Maryland THOMAS J. KEATING, JR., Assignee Centreville, Maryland Defendants	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 3868

TO THE HONORABLE, the Judges of said Court:

The Answer of Thomas J. Keating, Jr., Assignee of Mortgages, to the amended Bill of Complaint filed in this cause, respectfully sets forth:

1. THAT your Respondent admits the allegations of Paragraph 1 of the amended Bill.

2. THAT your Respondent admits the allegations of Paragraph 2 of the amended Bill.

3. THAT your Respondent neither admits nor denies the allegations of Paragraph 3 of the amended Bill as he has no full knowledge thereof.

4. THAT your Respondent admits the allegations of paragraph 4 of the amended Bill.

5. THAT your Respondent admits the allegations of paragraoh 5 of the amended Bill.

6. THAT your Respondent admits the allegations of paragraph 6 of the amended Bill.

7. THAT your Respondent neither admits nor denies the allegations of paragraph 7 of the amended Bill.

AND having fully answered the amended Bill of Complaint your Respondent submits his rights to the protection of this Honorable Court.

THOS. J. KEATING JR.
DEFENDANT

THIS IS TO CERTIFY that I served a copy of the aforegoing Answer upon John Palmer Smith, Attorney for the Plaintiffs, by leaving same with him at his office in Centreville, Maryland, on the 17th day of September 1953.

THOS. J. KEATING JR.
DEFENDANT

Filed Sept. 17, 1953

GENERAL REPLICATION
Filed July 14, 1955

JAMES O. PORTER, et. al.
Plaintiffs

vs.

THURMAN T. PORTER, et. al.
Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 3868

* *

GENERAL REPLICATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The General Replication of the Plaintiffs, James O. Porter, Eleanor E. Porter, Anna P. Leary, Albert Leonard Leary, and Florence P. Jones, by John Palmer Smith and Vachel A. Downes, Jr., their Solicitors, to the Answers of Thurman T. Porter, Evelyn T. Porter and Thomas J. Keating, Jr., Assignee of Mortgages, heretofore filed in this cause, respectfully states:

The Plaintiffs join issue on the matters alleged in the Answers of Thurman T. Porter, Evelyn T. Porter and Thomas J. Keating, Jr., Assignee of Mortgages, so far as the same may be taken to deny or avoid the allegations of the Amended Bill of Complaint.

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.
Solcitors for Plaintiffs

I HEREBY CERTIFY, that on this 14th day of July, 1955, a copy of the aforegoing General Replication was served on Thomas J. Keating, Jr., Solicitor for Thurman T. Porter and Evelyn T. Porter, and Individually as Assignee of Mortgages, by same in his law office on Lawyers Row, Centreville, Maryland.

Filed July 14, 1955

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.
Solicitors for Plaintiff

NOTICE TO TAKE TESTIMONY
Filed July 14, 1955

JAMES O. PORTER, et. al.

vs.

THURMAN T. PORTER, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 3868

* *

NOTICE TO TAKE TESTIMONY

In Accordance with the General Rules of Practice and Procedure of the Court of Appeals of Maryland, the Plaintiffs, James O. Porter, Eleanor E. Porter, Anna P. Leary, Albert Leonard Leary and Florence P. Jones, will take the testimony or depositions of

Charles M. Bright, Stevensville, Maryland
William H. Lowe, Stevensville, Maryland
Florence P. Jones, Stevensville, Maryland

on Friday, July 22, 1955, commencing at 1:30 o'clock P.M. (D.S.T.), in open Court, in the Court Room, Court House, Centreville, Queen Anne's County, Maryland,

JOHN PALMER SMITH
John Palmer Smith

I hereby certify that a copy of the aforegoing Notice to Take Testimony was, on this 14th day of July, 1955, served on Thomas J. Keating, Jr., Solicitor for Thurman T. Porter and Evelyn T. Porter, and Individually as Asignee of Mortgages, by leaving the same in his law office on Lawyers Row, Centreville, Maryland.

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A.Downes ,Jr.
Solicitors for Plaintiff

Filed July 14, 1955

Report of Examiners
Depositions & Stipulations
Filed July 25, 1955

JAMES O. PORTER, et. al. | IN THE CIRCUIT COURT FOR

vs. | QUEEN ANNE'S COUNTY

THURMAN T. PORTER, et. al. | IN EQUITY No. 3868

* *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Subscriber, one of the regular examiners for this Honorable Court, having been notified by John Palmer Smith and Vachel A. Downes, Jr., Solicitors for the Plaintiffs, of their desire to take testimony in this cause, did meet at the Law Office of John Palmer Smith, Lawyers Row, Centreville, Maryland at the hour of 1:30 P.M. (EDT) on Friday, the 22nd day of July, 1955, for the purpose of taking testimony, written notice of the same having been waived by Thomas J. Keating, Jr., both individually as a defendant and as Solicitor for the remaining defendants, I did then and there proceed, after administering the oaths to the witnesses, to take the following testimony, to wit:

RICHARD T. EARLE
One of Regular Examiner

Filed July 25, 1955

Florence P.Jones, of lawful age, being sworn and examined, did depose and say:

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

A. Florence Porter Jones, 55, Stevensville, Assistant Cashier of the Stevensville Bank.

Q. Do you know James O. Porter, Anna P. Leary, Florence P. Jones and Thurman T. Porter, and each of them?

A. Yes.

Q. How long have you known them and each of them?

A. All my life.

Q. What relation are they to each other?

A. Brothers and sisters

Q. Do you know the marital status of James O. Porter, Anna P. Leary, Florence P. Jones and Thurman T. Porter, and if so give the names of their respective spouses.

A. Eleanore E. Porter, the wife of James O. Porter, Albert Leary, husband of Anna Leary, and I am a widow, Evelyn T. Porter, wife of Thurman T. Porter.

Q. Are all of the above parties adults?

A. Yes.

Q. Did you know Sarah Virginia Lee Porter during her lifetime? If so, how long?

A. Yes, all my life. I am her daughter. James O. Porter, Anna P. Leary and Thurman T. Porter are her children also.

Q. Can you state the approximate date of the death of Sarah Virginia Lee Porter, or do you know from your personal knowledge that she is deceased?

A. She died December 2, 1950.

Q. Do you know whether or not Sarah Virginia Lee Porter died testate (with a will) or intestate (without a will)?

A. Intestate - without a will.

Q. Do you know whether or not the estate of Sarah Virginia Lee Porter was administered by the Orphans' Court for Queen Anne's County, and if so, do you know whom was granted Letters of Administration in her estate;

A. Yes the estate was administered in the Orphans' Court of Queen Anne's County and James O. Porter and I were granted Letters of Administration in her estate.

Q. Who were the heirs at law and distributees of Sarah Virginia Lee Porter at the date of her death?

A. James O.Porter, Anna P.Leary, Thurman T. Porter and Florence P.Jones.

Q. Are you familiar with the real estate Sarah Virginia Lee Porter owned at the date of her death,and if so briefly give the location of each property?

A. I am familiar with them. The farm is located between Stevensville and Love Point on the left side of the road on the Chesapeake Bay. It contained 100 acres more or less at the time of the Deed some years ago. The House in Stevensville right in the heart of Stevensville adjoining Mr. Tilghman Baxter and Mr. Will Tolson.

Q. State the approximate size of each property and beiefly give the improvements on each.

A. 100 Acres, more or less, that is when we got the Deed. It has a house and outbuildings. It is just the house and one little building in town. There are 8 rooms - 3 rooms on the first floor and on the second fllor and two rooms on the third,

Q. To the best of your knowledge, who are the present owners of each of said properties:

A. We four, Anna P. Leary, James O. Porter, Thurman T. Porter and Florence P. Jones.

Q. Do you know whether or not either of said properties is subject to a mortgage, and if so, do you know the present holder of the same?

A. Yes, there is a Mortgage on the farm. $4,000.00 and Mr. Thomas J. Keating holds the Mortgage.

Q. Are you the owner of any real estate in this County?

A. Yes I own my home in Stevensville.

Q. Have you ever been called upon to appraise real estate in and around the Town of Stevensville or in the Fourth Election District of Queen Anne's County, and for whom?

A. No I have not been called upon to appraise any property.

Q. Are you familar with real estate values of farm in the Fourth Election District and with dwellings in the Town of Stevensville?

A. Yes I think so.

Q. What is your considered opinion of the present fair market value of each of these properties, giving a value to each parcel individually, and state your reasons therefor?

A. Well I think the farm is work $35,000.00. The farm on one side of ours sold for $38,000.00 and one for $35,000.00 around about the same acreage. I think the value of the house in town if $4000.00 because there has been some homes in town in the last few years sold for $5200.00 and another one for $5000.00 and I don't consider them to be much better than the one we have.

Q. In your opinion, is the farm property capable of being equally divided among the parties to this suit without loss or injury, and if not, state your reasons therefor.

A. I don't think it could be divided. I don't see how we could vidide the farm up in four pieces.

Q. In your opinion, is the dwelling property in Stevensville capable of being equally divided among the parties to this suit without loss or injury, and if not, state your reasons therefor.

A. No.

Q. I now hand you certified copies of two mortgages marked "Examiner's Exhibit No. 1" and "Examiner's Exhibit No. 2". Can you identify these mortgages?

A. One mortgage is from my mother, Sarah Porter, to J. Frank Harper, and is dated April 11, 1913, and it has been assigned to Mr. Thomas J. Keating, Jr. It is in the amount of $3,000.00. The other mortgage was from my my mother to James T. Bright for $1,000.00. It was dated December 20th, 1913, and it has also been assigned to Mr. Keating. Nether mortgage has been paid.

Questions by Mr. Keating to Mrs. Jones:

Q. Mrs. Jones in answer to a question by Mr. Smith concerning the administration of the estate of Sarah Virginia Lee Porter you have stated that it was administered in the Orphans' Court of Queen Anne's County by you and Mr. Jones O. Porter as Administrators. Can you state whether or not the estate has been finally closed in the Orphans' Court.

A. It has not been. I don't think it has been finally closed. I am sure it has not.

Q. In answer to another question of Mr. Smith you have named the heirs-at-law and distributees of Sarah Virginia Lee Porter at the time of her death as being

yourself, James O. Porter, Mrs. Learny and Mr. Thurman Porter but I don't believe you stated the relationship that they bore to Sarah Virginia Lee Porter. What relation were they to her.

A. They were her children.

Q. Mrs. Jones in reference to the farm which is one of the pieces of real estate mentioned in this case could you state the approximate length of water frontage on Chesapeake Bay on the farm.

A. I don't know.

Q. Could you approximate it.

A. I just don't know. I have been told that it was 1500 feet long and while I do not know for a fact that looks about right to me.

Q. How many sets of farm buildings are on the farm?

A. House and barn and row of hen houses, meat house and shed I guess you would call it a stable.

Examiner's Special.:

No sir.

FLORENCE P. JONES
Florence P.Jones

Claude Lowery, of lawful age, being sworn and examined, did depose and say:

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

A. Claude Lowery, Age - 54, Live at Chester, Maryland, - farmer.

Q. Do you know James O. Porter, Anna P. Leary, Florence P. Jones and Thurman T. Porter, and each of them?

A. Yes, I know them all.

Q. How long have you known them and each of them?

A. I have known them 30 or 40 years.

Q. What relation are they to each other?

A. Brothers and sisters.

Q. Do you know the marital status of James O. Porter, Anna P. Leary, Florence P. Jones and Thurman T. Porter, and if so give the names of their respective spouses.

A. I know James Porter is married but I don't know his wife. Mrs. Leary is married; Mrs. Jones in a widow, Mr. Thurman Porter is married to Evelyn Tyson Porter.

Q. Are all of the above parties adults?

A. Yes.

Q. Did you know Sarah Virginia Lee Porter during her lifetime? If so, how long?

A. Yes I knew Mrs. Porter. I have known Mrs. Porter for a good long while.

Q. Can you state the approximate date of the death of Sarah Virginia Lee Porter, or do you know from your personal knowledge that she is deceased?

A. I know she is dead but I cannot tell you the date she died but it has been several years.

Q. Do you know whether or not Sarah Virginia Lee Porter died testate (with a will) or intestate (without a will)?

A. No I don't know that.

Q. Do you know whether or not the estate of Sarah Virginia Lee Porter was administered by the Orphans' Court for Queen Anne's County, and if so, do you know whom was granted Letters of Administration in her estate:

A. No I don't know.

Q. Who were the heirs at law and distributees of Sarah Virginia Lee Porter at the date of her death?

A. It would be her four children I would imagine James O. Porter, Anna P. Leary, Thurman Porter and Florence P.Jones.

Q. Are you familar with the real estate Sarah Virginia Lee Porter owned at the date of her death, and if so briefly give the location of each property?

A. She owned a dwelling house in Stevensville abount half way from Stevensville to Love Point on the south it would adjoin the land of Mr. Will Tolson and to the north Mr. Tilghman Baxter and the farm is on the road from Stevensville to Love Point. It is on the left side of the road on the Chesapeake Bay and adjoins the land of Jarrell Harrington and Mr. Herman Palmer and lands of Dr. Walker and now I think they belong to Dr. Glass. It is just a small lot and house in Stevensville. I mean it is a house - not very many outbuildings.

Q. State the approximate size of each property and briefly give the improvements on each.

A. There is just a small house in Stevensville not a very large house. The farm has a few outbuildings on it. I know it doesn't have a lot of shore front. When it comes down to saying feet I couldn't possibly say.

Q. To the best of your knowledge, who are the present owners of each of said properties:

A. Heirs of Mrs. Porter I would think would be the present owners. The four children. Mrs. Porter was a widow when she died?

Q. Do you know whether or not either of said properties is subject to a mortgage, and if so, do you know the present holder of the same?

A. No John I don't know.

Q. Are you the owner of any real estate in the County?

A. Yes I have some interest in some.

Q. Have you ever been called upon to appraise real estate in and around the Town of Stevensville or in the Fourth Election District of Queen Anne's County, and for whom?

A. Yes I have appraised real estate. I appraised Mr. Lem Kirwan's just recently both personal and real. I have appraised real estate for the Stevensville Bank and for the Orphans' Court of Queen Anne's County. Both town and farm properties.

Q. Are you familar with real estate values of farm in the Fourth Election District and with dwellings in the Town of Stevensville?

A. Yes I think so.

Q. What is your considered opinion of the present fair market value of each of these properties, giving a value to each parcel individually, and state your reasons therefor?

A. John if you were to put the farm up for public sale it might bring you $25,000.00; if you sold it at private sale it might bring $30,000.00 maybe more. The dwelling house in Stevensville I would say about $3500.00 I don't think it has the modern conveniences.

Q. In your opinion, is the farm property capable of being equally divided among the parties to this suit without loss or injury, and if not,state your reasons therefor.

A. I don't see how you could divide the farm. The only way you could divide it would be to divide it up in four parcels and that would certainly depreciate the value. I don't see how it could be divided.

Q. In your opinion, is the dwelling property in Stevensville capable of being equally divided among the parties to this suit without loss or injury, and if not, state your reasons therefor.

A. No it would be impossible to divide that.

CLAUDE LOWERY

Questions by Mr. Keating to Mr. Lowery.

Q. Mr. Lowery, in your opinion, could the entire real estate which is the subject of this suit, being the farm of about 100 acres and the dwelling house in Stevensville be divided amongst the four parties owning same in their respective proportions without loss or damages to any of them.

A. I don't think it could.

Q. Could you state a reason or reasons for your opinion.

A. When you go to divide a property in Stevensville it would certainly depreciate the value of it - the small lot of that size.

Q. Do I understand from your opinions of the values previously given that the value of the house in Stevensville does not bear a relationship value of 1/4 of the total value of both properties.

A. I said $3500.00 for the house and $25,000.00 for the farm so it certainly would not be 1/4.

Q. What would be your opinion of the best method for each of the parties to get the most out of the property - the best method of division.

A. I think you would have to sell it and divide the money that is the only way I know that you could do it.

EXAMINER'S SPECIAL: NO.

A. No.

CLAUDE LOWERY
Claude Lowery.

William Lowe, of lawful age, being sworn and examined, did depose and say:

Q. State your name, age residence and occupation.

A. W.H. Lowe, age - 66, Stevensville, Real Estate Broker.

Q. Do you know James O. Porter, Anna P. Leary, Florence P. Jones and Thurman T. Porter, and each of them?

A. I do. I know them all.

Q. How long have you known them and each of them?

A. I would say approximately 40 years or more between 40 and 45 years.

Q. What relation are they to each other?

A. Brothers and sisters. Mrs. Virginia Lee Porter was their mother.

Q. Do you know the marital status of James O. Porter, Anna P. Leary, Florence O. Jones and Thurman T. Porter, and if so give the names of their respective spouses.

A. Leonard Leary is the husband of Anna P.Leary, Evelyn Tyson Porter is the wife of Thurman Porter and Florence Jones is a widow.

Q. Are all of the above parties adults?

A. Yes.

Q. Did you know Sarah Virginia Lee Porter during her lifetime? If so, how long?

A. I did. I would say 50 years.

Q. Can you state the approximate date of the death of Sarah Virginia Lee Porter, or do you know from your personal knowledge that she is deceased?

A. 1950 I think she died.

Q. Do you know whether or not Sarah Virginia Lee Porter died testate (with a will) or intestate (without a will)?

A. No I don't.

Q. Do you know whether or not the estate of Sarah Virginia Lee Porter was administered by the Orphans' Court for Queen Anne's County, and if so,do you know whom was granted Letters of Administration in her estate:

A. No.

Q. Who were the heirs at law and distributees of Sarah Virginia Lee Porter at the date of her death?

A. I imagine the four children,James, Thurman, Florence and Anna.

Q. Are you familar with the real estate Sarah Virginia Lee Porter owned at the date of her death, and if so, briefly give the location of each property?

A. They have a frame house in Stevensville. It is bordered on the South by Mr. Will Tolson, on the North by Mr. Tilghman Baxter and by the State Highway on the east runs back to our property on the west. I think I am right on that. The farm is located on the west side of the road running from Stevensville to Love Point. The property is bordered on the north by Dr. Glass, on the south by Mr. Corkran formerly the Jarrell Harrington Property and on the east by the old County road running from Stevensville to Love Point and on the west by Chesapeake Bay.

Q. State the approximate size of each property and briefly give the improvements on each.

A. I would say the house in town I don't know the dimensions but I would say 75 by 250 approximately that. It has a frame house. I don't know whether it has three stories or not. I have never been upstairs. It has an old shed or there was an old shed there. The farm has approximately 85 to 90 acres I would say. I understand that there is about 1500 feet on the Bay Shore and it has some outbuildings. Has a frame dwelling house two story.

Q. To the best of your knowledge, who are the present owners of each of said properties:

A. I imagine the heirs. James Porter, Thurman Porter, Florence Jones and Anna Leary.

Q. Do you know whether or not either of said properties is subject to a mortgage, and if so, do you know the present holder of the same?

A. No

Q. Are you the owner of any real estate in this County?

A. Yes

Q. Have you ever been called upon to appraise real estate in and around the Town of Stevensville or in the Fourth Election District of Queen Anne's County, and for whom?

A. I have sold several farms and helped to estimate the value of them for Barnes Legg, Mrs. Johnson and Owens Ford.

Q. Are you familar with real estate values of farms in the Fourth Election District and with dwellings in the Town of Stevensville?

A. I am.

Q. What is your considered opinion of the present fair market value of each of these properties, giving a value to each parcel individually, and state your reasons therefor?

A. The farm I would say that would depend. I am something like Mr. Lowery, If it was a public sale not more than $25,000.00 at private sale I would say $30,000.00. The house in town approximately $3500.00 for the condition that it is in.

Q. In your opinion, is the farm property capable of being equally divided among the parties to this suit without loss or injury, and if not, state your reasons therefor.

A. No sir. It would be impossible because the lots in the front of the house are not near as valuable as the land bordering on the water and I don't see how it could be divided.

Q. In your opinion, is the dwelling property in Stevensville capable of being equally divided among the parties to this suit without loss or injury, and if not, state your reasons therefor.

A. No.

EXAMINER'S SPECIAL: NO.

Wm. N. LOWE

Thurman T. Porter, of lawful age, being sworn and examined, did depose and say:

Q. State your name, age and place of residence?

A. Thurman T. Porter, 57, Stevensville.

Q. You are one of the Defendants named in this suit are you not.

A. Yes.

Q. And you_ wife is Mrs. Evelyn T. Porter.

A. Yes.

Q. And the other Defendant is myself, Thomas J. Keating, Jr., Assignee.

A. Yes.

Q. Where do you live?

A. I was out on the farm that is the subject of this suit near Love Point.

Q. What is the present size of this farm to the best of your knowledge.

A. The Deed calls for 100 acres but the Government surveyed it a couple of years ago and it was 90 acres in the farm 74 acres tillable.

Q. Does it suffer much by erosion.

A. Yes a little.

Q. What is your best judgment of the length of the Bay Shore front.

A. I would say about 1500. feet.

Q. Is the Bay shore part of the farm clear land or woodland.

A. It is all clear just a few trees.

Q. Is it marshy or is it high above the water.

A. It is all high above the water.

Q. How long have you lived on this farm.

A. From October, 1903.

Q. You lived there with your mother during her lifetime.

A. Up until her death.

Q. You have heard the testimony of the other witnesses as to the date of her death and to the relationsip of the parties, is that correct.

A. Yes.

Q. Since your mother's death have you continued to live on the farm.

A. Yes.

Q. Are you also familiar with the dwelling house that she owned in Stevensville.

A. Yes.

Q. What has been the principal nature of the farming activities conducted on the farm.

A. Wheat Corn, tomatoes - general farming.

Q. Is it a productive farm.

It is only fair land.

Q. One of the co-owners of the farm, your sister, has testified that it is subject to a Mortgage indebtedness of $4,000.00 which Mortgages are held by Thomas J. Keating, Jr., do you know that to be correct.

A. That is correct.

Q. Are you familiar with prices of farms generally on Kent Island and if so how have you become familiar with those prices.

A. Well the farm south of us was sold last year for $38,500.00 which is about 100 acres of land and the farm north I think it was sold for $42,000.00

Q. Do you care to express an opinion as to what you feel is the present fair market value of the farm in question.

A. I don't really know. There was a fellow that came and offered us $40,000. I think it is worth $35,000.00.

Q. Could you also express an opinion as to what you feel the value of the Stevensville residence property is at the present time.

A. I don't think it is worth over $2500.00.

Q. Do you think that is the fair market value?

A. Yes.

Q. You have testified that the farm is owned by you and your brother and two sisters and that it is subject to a $4,000.00 Mortgage so that there are five people having a interest in the farm at the present time. Could you state whether or not in your opinion the farm could be divided among the people having an interest in it in such way as not to do have or damage to any of the five.

A. Well I wasn't figuring on it being divided into five parcels. I thought maybe it could be divided among the four children. I thought each one of us could take a fourth and pay off the Mortgage.

Q. You mean that each of the four owners could take a parcel of land subject to a $1,000. Mortgage debt, is that what you mean?

A. Yes.

Q. How could the Circuit Court for Queen Anne's County apply a $1000.00 lien on each of the four respective parcels of the farm.

A. I thought us four should pay the Mortgage off and have the farm clear and then divide it up if we could get along.

Q. How in your opinion could the farm be divided into four parcels each having an equal value.

A. Well I guess you could run it length wise. The house would be on one parcel..

Q. Do you think the farm would be more valuable as a whole or would it be more valuable divided into four parcels.

A. I think it can be divided.

Q. If it was divided would the four parcels be worth intotal more than the farm is worth as a whole or less.

A. I don't think I could answer that.

Q. Is there anthing else you care to state.

A. No I don't think so.

Q. Is there any other testimony that you would like to offer regarding the value of the property or the divisability. Have you got any other witnesses or anybody else you wanted called.

A. No. So many people don't like to get mixed up in anything like this.

EXAMINER'S SPECIAL: No.

A. No.

THURMAN PORTER
Thurman T. Porter

There being no further depositions offered, I herewith file rhia report and depositions taken.

All witnesses waived fee
Betty Ann Brown, Stenographer----------$10.00
Richard T. Earle, Examiner---------- 10.00

Respectfully submitted

RICHARD T. EARLE
One of Regular Examiners

Filed July 25, 1955

AGREEMENT AND STIPULATION

It is hereby stipulated and agreed, by and between Thomas J. Keating, Jr., individually as a defendant in said cause and as Solicitor for Thurman T. Porter and Evelyn T. Porter, his wife, defendant, and John Palmer Smith and Vachel A. Downes, Jr., Solicitors for Plaintiffs, in Chancery cause No. 3868, entitled "James O. Porter, et. al., vs. Thurman T. Porter, et. al." that the testimony taken in said cause shall be taken before Richard T. Earle, one of the Standing Examiners of the Circuit Court for Queen Anne's County, at 1:30 o'clock, p.m., (EDT) at the Law Office of John Palmer Smith, on Lawyers Row, Centreville, Maryland, and it is further agreed that all requirements of formal or written notice of the taking of said testimony as may be required by the General Rules of Practice and Procedure of the Court of Appeals of Maryland are hereby waived.

THOS.J. KEATING JR.
Thomas J. Keating, Jr., individually as a Defendant, and as Solicitor for Thurman T. Porter and Evelyn T. Porter

JOHN PALMER SMITH
John Palmer Smith

VACHEL A. DOWNES JR.
Vachel A. Downes,Jr.
Solicitors for Complainants

Filed July 25, 1955

Complainant's Exhibit # 1
Filed July 25, 1955

#3638
Q U E E N A N N E ' S C O U N T Y, to wit: be it remembered that on the sixteenth day ofApril in the year nineteen hundred and thirteen, the following MORTGAGE was brought to be recorded, to wit:-

T H I S M O R T G A G E, made this eleventh day of April, in the year nineteen hundred and thirteen, by Sarah V. L. Porter, of Queen Anne's County in the State of Maryland widow;

WHEREAS, the said Sarah V.L. Porter is justly indebted unto J. Frank Harper, of Queen Anne's County aforesaid, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al"., Chancery No. 2014 in the full sum of Three Thousand Dollars ($3000.00), the said sum of Three Thousand Dollars being money this day loaned unto the said Sarah V. L. Porter by the said J. Frank Harper, Trustee as aforesaid, by virtue and in pursuance of the order of the Circuit Court for Queen Anne's County, in Equity passed in the above entitled cause on the fifth day of April, nineteen hundred and thirteen, which said sum of Three Thousand Dollars is to be repaid to the said J. Frank Harper, Trustee as aforesaid, 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 therate of five and one half per centum per annum;

AND WHEREAS the said loan was made upon theexpress precedent agreement that the said principal sum of Three Thousand Dollars and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore set forth, were to be secured and assured by these presents;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said Sarah V.L. Porter does hereby grant and convey unto the said J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al" Chancery No. 2014, his successors and assigns, in fee simple, all that tract of land or farm, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on the public road leading from Stevensville to Love Point, being bounded on the north by the "Thomas Brown Farm", on the west by Chesapeake Bay, on the south by the land formerly of WilliamS. Price, and on the east by the aforesaid public road, and being more particularly described my metes and bounds, courses and distances, as follows, to wit:- Beginning for the same at the northeast corner of said land in the middle of said road opposite the divisional fence between this land and the Brown land and running with said land north seventy seven and a quarter degrees west, one hundred and ninety and three-fifths perches to the Bay; thence down south fifteen and one-half degrees west, forty seven perches; thence south six and one-quarter degrees west, twenty perches; thence south three and one-half degrees east, twenty-six perches to a stake on the Bay shore, which is a boundary between this land and the land formerly of said William S. Price; thence with the divisional line south eighty three and three-quarter degrees east, one hundred and ninety eight and three tenths perches to the public road to a stake; thence with the road north one and one-half degrees east, seventy and forty fifths perches to the place of beginning, containing one hundred acres, one rood and eighteen perches of land, more or less, being the same and all the land which was conveyed to the said Sarah V.L. Porter by Alfred J. Faries and May Faries, his wife, by deed dated the thirty first day of March, nineteen hundred and three, and recorded in Liber J.E.G. No. 5, folios 23 & c., a Land record book for Queen Anne's County aforesaid, to which said deed and the references thereincontained, reference is hereby made for a more definite and complete description of the said land hereby granted and conveyed.

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

PROVIDED, that if the said Sarah V. L. Porter, her heirs, executors, administrators or assigns, shall well and truly pay to the said J. Frank Harper, Trustee as aforesaid, his successors or assigns, the aforesaid sum of Three Thousand Dollars ($3000.00) 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 or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Sarah V.L. Porter, her heirs and assigns shall possess said property.

AND the said Sarah V.L. Porter, 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 J. Frank Harper, Trustee as aforesaid, his 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 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 J. Frank Harper, Trustee as aforesaid, his successors or assigns or J. FRANK HARPER, of Queen Anne's County aforesaid, his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as 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 Sarah V. L. Porter, 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 J. Frank Harper, Trustee as aforesaid, his successors or assigns, or J. FRANK HARPER, his and their said Attorney shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness to 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 Sarah V. L. Porter, for herself, her heirs, executors, administrators and assigns, hereby covenants to pay.

Witness the hand and seal of the said mortgagor;-

Test: Chas. L. Goodhand. SARAH V. L. PORTER (SEAL).

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this eleventh day of April, in the year nineteen hundred and thirteen, before me, the subscriber, a Justice of the Peace of of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Sarah V. L. Porter and acknowledged the aforegoing Mortgage to be her act.

CHAS. L. GOODHAND
Justice of the Peace

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this twelfth day of April, in the year nineteen hundred and thirteen, 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. Frank Harper Trustee, the within named mortgagee, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth.

RAY TURNER
Justice of the Peace.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 31st day of October in the year 1952 the following Assignment was filed for record, to wit:

For value Received. I William R. Horney, Trustee in the case on "Katie Hurlock vs. Wilbur W. Hurlock, et al." being Chancery Cause No. 2014 in the Circuit Court for Queen Anne's County in Equity, pursuant to the order of said Court dated October 20th, 1952, finally ratifying and confirming the report and account of the Auditor of said Court filed in said cause on September 24th 1952, do hereby transfer and assign the within and aforegoing mortgage for Three Thousand Dollars ($3,000) unto Margaret K. Wannen and Mary D. Hurlock, as tenants in common, with interest from the 11th day of October, 1952 at 5% per annum, it being understood that the principal mortgage debt may be paid by the mortgagors or be called by the assignees, or either of them, at any interest paying period upon notice in writing of at least three months.

Witness my hand and seal, this 29th day of October, 1952:

Attest:

KATHERINE C. O'NEAL

WILLIAM R. HORNEY (SEAL)
Trustee (William R.Horney)
Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock et al.

Sarah V. L. Porter

To

J. Frank Harper, Trustee
in case of "Katie Hurlock
vs. Wilbur W. Hurlock et al.
Chancery No. 2014

Mortgage recorded in this Liber on folio 238

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 28th day of January, 1953, the following Assignment was filed for record, to wit:

We Hereby Assign the within Mortgage to Georgia N. Boyer.

Witness our hands and seals this 28th day of January, 1953.

Test:
W. JAMES PRICE IV
W. James Price IV

W. JAMES PRICE IV
W. James Price IV

MARGARET K. WANNEN (SEAL)
Margaret K. Wannen

MARY D.HURLOCK (SEAL)
Mary D. Hurlock

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Fifteenth day of July in the year nineteen hundred and fifty three, the following Assignment was filed for record, to wit:

For Value Received and pursuant to an order of the Orphans' Court of Queen Anne's County, Maryland, passed on July 14 1953, in the matter of the Estate of Georgia N. Boyer, deceased, I, Howard Wood, 3rd, Executor of the Estate of Georgia N. Boyer, deceased, do hereby assign the within and aforegoing Mortgage unto Thomas J. Keating, Jr., of Queen Anne's County, Maryland, without recourse or guaranty.

Witness my hand and seal, this 15th day of July, in the year nineteen hundred fifty three.

Test:

Betty Thompson

Howard Wood, 3rd (Seal)
Executor of the Estate of
Georgia N. Boyer, deceased.

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

I hereby certify that the aforegoing was truly taken and copied from Liber W.F.W. No, 3, folios 238, 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 Twenty second day of July in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

Complainant's Exhibit #2
Filed July 25, 1955

#4064 QUEEN ANNE'S COUNTY, to wit: be it remembered that on the twenty fourth day of December, in the year nineteen hundred and thirteen, the following MORTGAGE and ASSIGNMENT were brought to be recorded, to wit:-

THIS MORTGAGE, made this twentieth day of December, in the year nineteen hundred and thirteen, by Sarah V.L. Porter, of Queen Anne's County in the State of Maryland.

WHEREAS, the said Sarah V. L. Porter has this day borrowed from James T. Bright the full and just sum of One Thousand Dollars, the receipt of which is hereby acknowledged, to be repaid with lawful interest at the rate of six per cent

per annum, payable semiannually, within two years from the date of this mortgage; and

WHEREAS it was a condition precedent to the aforesaid loan that the prompt payment of the aforesaid principal was to be secured and assured by the executed of these presents.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the further consideration of One Dollars, the said Sarah V. L. Porter does hereby grant and convey unto James T. Bright, his heirs and assigns, in fee simple, the hereinafter described real estate, to wit:-

ALL that tract of land or farm situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland on the public road leading from Stevensville to Love Point, being bounded on the north by the Thomas Brown Farm, on the west by the Chesapeake Bay, on the south by the land formerly of William S. Price, and on the east by the aforesaid public road, and being more particularly described by metes and bounds, courses and distances, as follows, to wit:- Beginning for the same at the north east corner of said land in the middle of said road opposite the divisional fence between this land the the Brown land, and running with said land north seventy seven and one fourth degrees west one hundred and ninety and three fifths perches to the Bay, thence down the Bay south fifteen and one-half degrees west forty seven perches, thence south six and one fourth degrees west twenty perches, thence south three and one half degrees east twenty six perches to a state on the Bay Shore, which is a boundary between this land and the land formerly of said William S. Price, thence with the divisional line south eighty three and three fourths degrees east one hundred and ninety eight and three tenths perches to the public road to a stake, thence with the road north one and one-half degrees east seventy and four fifths perches to the place of beginning, containing one hundred acres, one rood and eighteen perches of land, more or less; and being the same and all the land which was conveyed to the said Sarah V.L. Porter by Alfred J. Faries and May Faries, his wife, by deed dated the thirty first day of March, nineteen hundred and three, and recorded in Liber J.E.G. No. 5, folio 23 etc., a Land Record Book for said Queen Anne's County.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging, or in anywise appertaining, and the buildings and improvements thereon erected andbeing. 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 Sarah V. L. Porter, her 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 One Thousand Dollars and the interest to accrue thereon as above set forth, and shall perform all the covenants, conditions and agreements herein on h their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Sarah V. L. Porter, her heirs and assigns shall possess said property.

AND the said Sarah V. L. Porter, her heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of its insurable value in some Company or Companies approved by the said James T. Bright, 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 mortgage ... successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done where by 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 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 Sarah V. L. Porter, or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said James T. 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 Sarah V. L. Porter, for herself, her heirs, executors, administrators and assigns, hereby covenant to pay.

Witness my hand and seal the day and year above written.

Test: Chas. L.Goodhand.

SARAH V. L. PORTER. (SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this 20th. day of December, in the year nineteen hundred and thirteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Sarah V.L. Porter and acknowledged the aforegoing mortgage to be her act and deed.

CHAS. L. GOODHAND.
Justice of the Peace.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this twentieth (20) day of December, in the year nineteen hundred and thirteen, 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 aforegoing mortgage is true and bona fide as therein set forth.

CHAS. L. GOODHAND.
Justice of the Peace.

FOR VALUE RECEIVED, I do hereby assign the within and aforegoing mortgage unto Charles B. Downs.

Witness my hand and seal this twentieth day of December, in the year nineteen hundred and thirteen.

Test: Mary E. Forman. JAMES T. BRIGHT. (SEAL)

Queen Anne's County, to wit; Be it remembered that on the 26th. day of April, in the year nineteen hundred and twenty seven, the following Assignment was brought to be recorded, to wit:

FOR VALUE RECEIVED, we, T. Cecil Downes, Thomas J. Keating and J. Frank Harper, Executors of the last will andtestament of Charles B. Downs, late of Queen Anne's County, Maryland, deceased, pursuant to the Order of the Orphans' Court of Queen Anne's County passed on April 19th, 1927, in the Estate of the said Charles B. Downs, deceased, do hereby assign the within and aforegoing Mortgage to T. Cecil Downs for the amount and to extent of Four Hundred Dollars ($400.00), to Lida Bosley for the amount and to the extent of Four Hundred Dollars ($400.00) and to Fannie Price for the amount and to the extent of Two Hundred Dollars ($200.00), with interest on each of said amounts from the 20th day of June, 1926.

WITNESS our hands and seals, this 19th. day of April, 1927:

TEST: Wm. R. Horney.

T. Cecil Downs (SEAL)
Thomas J. Keating (SEAL)
J. Frank Harper (SEAL)
EXECUTORS of the last will and testament of Charles B. Downs, deceased.

Sarah V. L. Porter,	(	Mtg. recorded in this Liber on folio 394 etc.
To	(	Cons:- $1,000.00.
James T. Bright.	(	Queen Anne's County, to wit: Be it remembered that on the first day of November, in the year nineteen hundred and twenty seven, the followingAssignment was brought to be recorded, to wit:

FOR VALUE RECEIVED, we, T. Cecil Downs, Lida Bosley and Fannie Price, do hereby transfer and assign all our respective interest in the within and aforegoing mortgage unto J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al" Chancery Cause No. 2014, that is to say: the said T. Cecil Downes does hereby transfer and assign the said within and aforegoing mortgage unto the said J. Frank Harper, Trustee as aforesaid, for the amount and to the extent of his interest therein, to wit: the sum of Four Hundred Dollars ($400.00); the said Lida Bosley does hereby transfer and assign the said within and aforegoing mortgage unto the said J. Frank Harper, Trustee as aforesaid, for the amount and to the extent of her interest therein, to wit: the sum of Four Hundred Dollars ($400.00); and the said Fannie Price does hereby transfer and assign the said within and aforegoing mortgage unto the said J. Frank Harper, Trustee as aforesaid, for the amount and to the extent of her interest therein, to wit: the sum of Two Hundred Dollars ($200.00); with interest on each of said amounts from thetwentieth day of June, nineteen hundred and twenty seven.

WITNESS our hands and seals, this 29th. day of October, in the year nineteen hundred and twenty seven:

WITNESS our hands and seals, this 29th, day of October, in the year nineteen hundred and twenty seven:

TEST: (as to all Parties):
J. Pitt Price.

T. Cecil Downes (SEAL)

Lida Bosley (SEAL)

Fannie Price (SEAL)

Sarah V. L. Porter)
To)
James T. Bright)

Mtg. recorded in this Liber on folio 394

Cons: $1,000.00

Queen Anne's County, to wit: Be it remembered that on the 31st October, 1952, the following Assignment was filed for record, to wit:-

For Value Received, I, William R. Horney, Trustee in the case "Katie Hurlock vs. Wilbur W. Hurlock, et al.", being Chancery Cause No. 2014 in the Circuit Court for Queen Anne's County in Equity, pursuant to the order of said Court dated October 20th 1952, finally ratifying and confirming thereport and account of the Auditor of said Court filed in said cause on September 24th. 1952, do hereby transfer and assign the within and aforegoing mortgage for One Thousand Dollars ($1000) unto Margaret K. Wannen and Mary D. Hurlock, as tenants in common, with interest from the 20th day of December, 1952, at 5% per annum, it being understood that the principal mortgage debt may be paid by the mortgagor(s) or be called by the assignees, or either them, at any interest paying period upon notice in writing of at least three months.

Witness my hand and seal, this 29th day of October, 1952:

Attest:

KATHERINE C. O'NEAL

WILLIAM R. HORNEY (Seal)
William R. Horney
Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al."

Queen Anne's County, to wit: Be it remembered that on the 28th day of January in the year nineteen hundred and fifty three, the following Assignment was filed for record, to wit:-

We Hereby Assign the within Mortgage to Georgia N. Boyer.

Witness our hands and seals this 28th day of January, 1953.

Test:

W. JAMES PRICE IV
W. James Price IV

W. JAMES PRICE IV
W. James Price

MARGARET K. WANNEN (SEAL)
Margaret K. Wannen

MARY D. HURLOCK (SEAL)
Mary D. Hurlock

Queen Anne's County, to wit: Be it remembered that on this Fifteenth day of July in the year nineteen hundred and fifty three, the following Assignment was filed for record, to wit:

For Value Received and pursuant to an order of the Orphans' Court of Queen Anne's County, Maryland, passed on July 14, 1953, in the matter of the Estate of Georgia N. Boyer, deceased, I, Howard Wood, 3rd, Executor of the Estate of Georgia N. Boyer, deceased, do hereby assign the within and aforegoing Mortgage unto Thomas J. Keating, Jr., of Queen Anne's County, Maryland, without recourse or quaranty.

Witness my hand and seal, this 15th day of July, in the year nineteen hundred fifty-three.

Test:

BETTY THOMPSON

HOWARD WOOD, 3rd (Seal)
Executor of the Estate of
Georgia N. Boyer, deceased.

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

This is to certify that the aforegoing is truly taken and copied from Liber W.F.W. No. 4, folios 394 andetc., a Land Record Book for Queen Anne's County.

Clerk's Seal.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court this 22nd day of July, in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk.

Decree
Filed Aug. 9, 1955

JAMES O. PORTER, et. al.

vs.

THURMAN T. PORTER, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 3868

* *

DECREE

This Cause standing ready for Decree, and being submitted without argument, the Bill of Complaint and other proceedings having been read and considered,

IT IS THEREUPON, this 9th day of August, 1955, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED ANDDECREED that the real estate mentioned and described in these proceedings be sold, it appearing that the same cannot be divided without loss or injury to the parties interested therein, and that Thomas J. Keating, Jr.,and John Palmer Smith, of Queen Anne's County, Maryland, be and they are hereby appointedTrustees to make said sale.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that before proceeding to make sale hereunder, said Trustees shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, to be executed by themselves, with surety or sureties thereon to be approved by the Court, or the Clerk thereof, in the penalty of Forty Thousand Dollars ($40,000.00), if corporate surety is given, and in double that amount if personal surety is given, conditioned on the faithful performance of the trust imposed in them by this decree or which may be reposed in them by any future decree or order in the premises.

The Trustees shall further advertise the time,place, manner and terms of sale insome newspaper printed and published in Queen Anne's County for at least three weeks prior to the date of sale, said terms to provide for the payment of the entire purchase price in cash on day of sale, or twenty percent of the purchase price in cash and the balance upon final ratification of the sale by this Court, the deferred payments to bear interest from day of sale and to be secured to the Trustee's satisfaction. After complying with the pre-requisites of this Decree, said Trustees may proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidder therefor, and they shall thereafter report a fully account of the sale to this Court with an affadavit of the truth and fairness thereof.

Upon final ratification of the sale, and upon full payment of the purchase money, and not before, said Trustees shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold, free, clear and discharged of all claims of the parties to this cause or of those claiming by, through or under them or any of them.

Said Trustees shall bring into Court all of the moneys arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding, the expenses of said sale, and such commissions to the Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Wm. R. HORNEY
Judge

Filed Aug. 9, 1955

Certified Copy of Bond
Filed Aug. 25, 1955

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty fifth day of August in the year nineteen hundred and fifty five, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS that we, Thomas J. Keating, Jr., and John Palmer Smith, of Queen Anne's County, Maryland, 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 Forty-Thousand Dollars ($40,000.00) current money to be paid to the said State of Maryland, or its certain attorney, to the payment whereof we hereby bind ourselves, our 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 23rd day of August in the year 1955.

WHEREAS, the above bounden, Thomas J. Keating, Jr., and John Palmer Smith, by a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 9th day of August, 1955, in a Cause in said Court entitled "James O. Porter, et al, Plaintiffs, vs. Thurman T. Porter, et al, Defendants", and numbered 3868 on the Chancery Docket of said Court, have been appointed Trustees to make sale of the real estate decreed to be sold as mentioned in said Decree.

NOW, the condition of the above obligation is such that if the above bounden, Thomas J. Keating, Jr., and John Palmer Smith, 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:

MARY KER KEATING
Mary Ker Keating

BETTY ANN BROWN
Betty Ann Brown

THOS. J. KEATING, JR. (SEAL)
(Thomas J. Keating, Jr.)

JOHN PALMER SMITH (SEAL)
(John Palmer Smith)
PRINCIPALS

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND, a body corporate,

C. BERG
C. Berg as to surety

by
WESLEY C. BROOKS
Wesley C. Brooks Attorney in fact
Corporate Seal.

And at the foot of the aforegoing is the following endorsement, to wit:

Security approved and Bond filed Aug. 25, 1955

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney is attached.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P., No. 1, folios 108 etc., a Bond Record Book for Queen Anne's County.

Clerk's Seal.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Twenty fifth day of August in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE
Filed Sept. 27, 1955

JAMES O. PORTER, et al,	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
	:	
THURMAN T. PORTER, et al.	:	No. 3868

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made by John Palmer Smith and Thomas J. Keating,Jr., Trustees, respectfully shows unto your Honors:

THAT pursuant to the Decree of this Honorable Court passed on the 9th day of August, 1955, your Trustees did proceed to advertise the real estate inthis cause decreed to be sold for public sale to be held on Tuesday, September 20, 1955, by inserting an advertisement in the Queen Anne's Record Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland,for four successive weeks before the day of sale as will appear by the Certificate of Advertisement filed herewith as a part hereof. Your Trustees also advertised the farm for sale in certain city newspapers, to wit; the New York Times, Washington Post, Baltimore Sun,Philadelphia Evening Bulletin because of the peculiar value of the farm due to its frontage on Chesapeake Bay.

After filing a bond in the penalty of $40,000.00 with Fidelity and Deposit Company of Maryland, as Surety thereon, same being approved by the Clerk of this Court, your Trustees did attend in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, September 20, 1955,at 2 o'clock p.m. After having the advertisement of sale read by one of the Trustees and after announcing the terms of sale as per the advertisement and after having the Auctioneer cry the sales for some time did proceed to make sale of said real estate as follows:

Your Trustees did sell the farm or tract of land containing 100 Acres of land, more or less, as more particularly described in the advertisement of sale, and after specifically mentioning that the acreage would not be guaranteed, unto Charles M. Bright and Elizabeth S. Bright, his wife, as tenants by the entireties, for the sum of $28,400.00. The purchasers have paid unto your Trustees the sum of $5,680.00 being 20% of the purchase money and your Trustees believe that the purchasers will pay the balance thereof with interest upon ratification of sale by this Honorable Court. The Purchasers were the highest bidder.

Your Trustees did sell the house and lot in Stevensville as described in the advertisement unto Frank T. Boone, Jr., and Mildred C. Boone, his wife, as tenants by the entireties, at and for the sum of $2,500.00 upon the terms mentioned in the advertisement. The Purchasers have paid to your Trustees the sum of$1,000.00 on account of the purchase price and will pay the balance thereof upon ratification of the sale,with interest. The Purchasers were the highest bidder.

The Trustees report the total amount of sales to be $30,900.00.

Respectfully submitted,

JOHN PALMER SMITH
(John Palmer Smith)

THOS. J. KEATING, JR.
(Thomas J. Keating, Jr.)
TRUSTEES

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

On this 27th day of September 1955, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared John Palmer Smith and Thomas J. Keating, Jr., and made oath in due form of law that the matters and things set forth in the aforegoing Report are true to the best of their knowledge and belief and that the sales were fairly made.

T. SORDEN PIPPIN
CLERK

Filed Sept. 27, 1955

TRUSTEE'S SALE
OF VALUABLE
BAY SHORE FARM AND TOWN PROPERTY
NearStevensville, Maryland

By virtue of the power and authority contained in a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 9th day of August, 1955, in Chancery Cause No. 3868, entitled "James O. Porter, et. al., Thurman T. Porter et. al." the undersigned Trustees 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, Maryland, on TUESDAY, SEPT. 20, 1955

At two o'clock p.m. (Eastern Daylight Saving Time) the following property, to wit:
Parcel No. 1-

WATERFRONT FARM

ALL THAT FARM or tract of land, with the improvements thereon, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the waters of Chesapeake Bay, on the west side of the Old County Public Road, leading from Stevensville to Love Point, bounded on the north by the "Thomas Brown Farm" now or formerly of the Estate of Theodore Cooke, Jr., bounded on the west by the Chesapeake Bay, bounded on the south by the farm formerly of W. S. Price and Gerald and Alice Harrington, and bounded on the east by the Old County Public Road from Stevensville to Love Point, and contained within the following metes and bounds, courses and distances, to wit:

BEGINNING For the same at the northeast corner of said land in the middle of said road opposite the divisional fence between this land and the "Thomas Brown Farm" and running thence with said line north 77¼ degrees west 190 3/5 perches to the Chesapeake Bay, thence down the Bay south 15½ degrees west 47 perches thence south 6¼ degrees west 20 perches, thence south 3½ degreeseast 26 perches to a stake on the Bay shore which is to be a boundary between this land and the lands formerly of W.S. Price and Geräld and Alice Harrington,thence with said division line south 83¾ degrees east 198.3 perches to said Old County Public Road to a stake, thence with said road north 1½ degrees east 70 4/5 perches to the place of beginning, containing at the time of the hereinafter mentioned deed 100 ACRES, 1 ROOD and 18 PERCHES OF LAND, MORE OR LESS, but be now the contents thereof what they may.

BEING all the same property conveyed unto Sarah Virginia Lee Porter by deed from Albert J. Faries and Mary Faries, his wife, dated March 31, 1903, and recorded among the Land Records of Queen Anne's County in Liber J.E.G. No. 5.

IMPROVED BY: FRAME dwelling house and other outbuildings.
Parcel No. 2.

DWELLING HOUSE & LOT

ALL THAT LOT or parcel of land,with the improvements thereon, situate, lying and being in the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on the northwest side of the Public road leading from Stevensville to the Chester River Steamboat Wharf, having a frontage of 60 feet on said road, with a depth of 335 feet,and bounded by the lands formerly of Richard B. Baxter, and now or formerly the lands of R. Tilden Baxter, on the northeast side, bounded by the property formerly known as the Stevens-lot, now or formerly the property of Margaret Tolson, on the southwest side, and located on the westerly side of the Stevensville-Love Point Road, and containing one-half an acre of land, more or less.

BEING the same property conveyed unto Sarah Virginia Lee Porter by Richard B. Baxter and Willie A. Baxter, his wife, by deed dated the 22nd day of October, 1901, and recorded among the Land Records of Queen Anne's County in Liber J.E.G. No. 3 folio 216.

IMPROVED BY: Frame dwelling house.

TERMS OF SALE

Entire purchase price may be paid in cash on day of sale, or 20 per cent of purchase price on day of sale and balance on final ratification of sale, said balance to bear interest from day of sale and be secured to Trustees' satisfaction. Title papers, revenue and documentary stamps and costs of recording to be at purchaser's expense. Taxes to be prorated to date of sale. Possession after ratification of sale. Possession after ratification of sale and final settlment therefor. Present tenant to have the right to go upon premises after delivery of possession to harvest corn corp.

JOHN PALMER SMITH
THOMAS J. KEATING, JR.
Trustees
J. Elmer Anthony, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., September 27, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale in the case of James O. Porter, et. al., vs. Thurman T. Porter, 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 20th day of September, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of August 1955, and the last insertion on the 15th day of September, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Sept. 27, 1955

ORDER NISI
Filed Sept. 27, 1955.

N I S I

James O. Porter and Eleanor E. Porter, his wife, et al.,

VS.

Thurman T. Porter and Evelyn T. Porter, his wife, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 3868

ORDERED, this 27th. day of September, 1955, that the sale of real estate made and reported in this cause by John Palmer Smith and Thos. J. Keating, Jr., Trustees, be ratified and confirmed, on or after the 28th. day of October next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 6th. day of October 1955, and ending on the 20th. day of October 1955.

The report states the amount of sales to be $30,900.00.

_____Clerk

Filed: Sept. 27, 1955

NISI

James O. Porter and Eleanor E. Porter, his wife, et al.,

vs.

Thurman T. Porter and Evelyn T. Porter, his wife et al.

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

No. 3868

ORDERED, this 27th day of September, 1955, that the sale of real estate made and reported in this cause by John Palmer Smith and Thos. J. Keating, Jr., Trustees, be ratified and confirmed, on or after the 28th day of October, next unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 6th day of October, 1955, and ending on the 20th day of October, 1955.

The report states the amount of sales to be $30,900.00

T. SORDEN PIPPIN, Clerk

Filed: Sept. 27, 1955
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 19, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of John O. Porter, et al., vs. Thurman T. Porter, et al., Chancery No. 3868 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 28th day of October, 1955 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6th day of October 1955, and the last insertion on the 20th day of October, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Oct. 21, 1955

Petition and Order
Filed Oct. 28,1955

JAMES O. PORTER

vs.

THURMAN T. PORTER

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No.3868

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles M. Bright and Elizabeth S. Bright, his wife, unto your Honors respectfully represents:

1. That the Report of Sale heretofore filed in this cause by Thomas J. Keating, Jr., and John Palmer Smith, Trustees, reported Charles M. Bright and Elizabeth S. Bright, his wife, as tenants by the entireties, as purchasers of a farm or tract of land more particularly described in these proceedings and sold by said Trustees under a Decree of this Court.

2. That your Petitioners have arranged to sell an undivided one-half interest therein unto W. Wallace Walker and Bertha G.B. Walker, his wife, as tenants by the entireties, and desire that the said W. Wallace Walker and Bertha G.B. Walker, his wife, as tenants by the entireties, be substituted as the purchasers of a one-half undivided one-half interest in said farm or tract of land, and that the said Trustees, upon final ratification ofsale and upon payment of the purchase price, convey the same unto Charles M. Bright and Elizabeth S. Bright, his wife, as tenants by the entireties, as to an undivided one-half interest, and unto W. Wallace Walker and Bertha G.B. Walker, his wife, as tenants by the entireties, as to the remaining undivided one-half interest.

3. That said Trustees consent to such substitution of purchasers and join in this Petition for the purpose of evidencing such consent thereto.

Respectfully submitted:

CHARLES M. BRIGHT
Charles M. Bright

ELIZABETH S. BRIGHT
Elizabeth S. Bright
Petitioners

THOS. J. KEATING JR.
Thomas J. Keating, Jr.

JOHN PALMER SMITH
John Palmer Smith
Trustees

JAMES O. PORTER

vs.

THURMAN T. PORTER

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 3868

ORDER

UPON THE AFOREGOING PETITION, it is thereupon this 28th day of October, 1955, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ORDERED that W. Wallace Walker and Bertha G. B. Wallace, his wife, as tenants by the entireties, be and they are hereby substituted as purchasers of an undivided one-half interest in the farm or tract of land on the Chesapeake Bay sold in these proceedings, and Thomas J. Keating, Jr., and John Palmer Smith, Trustees, upon final ratification of sale and payment of the purchase price, are hereby directed to convey said farm and premises unto Charles M. Bright and Elizabeth S. Bright, his wife, as tenants by the entireties, as to an undivided one-half interest, and W. Wallace Walker and Bertha G. B. Walker, his wife, as tenants by the entireties, as to an undivided one-half interest.

Wm. R. HORNEY
Judge

Filed Oct. 28, 1955

FINAL ORDER OF RATIFICATION
Filed Oct. 29, 1955

JAMES O. PORTER, et. al

vs.

THURMAN T. PORTER, et. al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 3868

FINAL ORDER OF RATIFICATION

ORDERED, this 29th day of October, 1955, 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 John Palmer Smith, 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 given as required by the preceding Order Nisi, heretofore filed in this cause, and the Trustees are allowd the usual commissions and all expenses incident to the making of said sale, not personal, for which they shall produce vouchers therefor to the Auditor.

Wm. R. HORNEY
Judge

Filed Oct. 29, 1955

AUDIT
Filed Dec. 6, 1955

James O. Porter, et al	In The Circuit Court For
vs.	Queen Anne's County In
Thurman T. Porter, et al	Equity No. 3868

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your honors respectfully sets forth:

1. That this account is stated at the request of Thomas J. Keating, Jr., and John Palmer Smith, Trustees, who were duly appointed by this Court to make the sale of the real estate sold in this cause and disburse the proceeds received therefrom, pursuant to order of this Court of August 9, 1955.

2. That in the within account, said Trustees are charged with the total proceeds of the real estate sold in this cause, and after allowing all expenses not personal, as per order of this Court, and allowing the said trustees their due commissions, and further allowing for payment in full satisfaction of the two mortgages against the real estate sold in this cause, as per statement of Thomas J. Keating, Jr., holder of said mortgages, the same being filed as a part of this report as exhibit A, and further allowing for the recording of releases of said mortgages, the balance was ordered distributed to the four children and heirs at law of Sarah Virginia Lee Porter, deceased. There had been administration on the personal estate of saiddecedent and a direct inheritance tax had been paid the State of Maryland, previously, on the real estate sold in these proceedings.

Respectfully submitted,

J. THOMAS CLARK
Auditor

December 6, 1955

Filed Dec. 6, 1955

Cause No. 3868

The proceeds of the sale of land reported in this cause, in account with Thomas J. Keating, Jr., and John Palmer Smith, Trustees, appointed by this honorable court to make the sale in these proceedings (and vendors of said land).

Cr.

1955 Sept 20	By gross proceeds of the sale of said land, per report of said vendors, to wit:.....	$30,900.00
	By interest on unpaid balance of purchase price, per statement of vendors, to wit:.....	171.58
	By refunds to vendors, per their statements, to wit:	
	1. Refund on 1955 taxes on farm.....$35.65	
	2. Refund on insurance premiums on farm 14.55	50.20
	By total proceeds of sale and refunds, the sum of.....	$31,121.78

Dr.

To Thomas J. Keating, Jr., and John Palmer Smith, trustees (and vendors) for their commissions for making the sale on sale price and interest collected in same, per order of court.....	$1287.86	
To do., for court costs of this cause paid, per receipt for the same exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk.....	$85.00	
Costs of Sheriff F.Y. Whiteley.....	2.85	
Costs of R. T. Earle, Examiner.....	10.00	
Costs of B. Brown, Stenopgrapher.....	10.00	
Appearance fee of T.J. Keating, Jr., Attorney.....	10.00	
Appearance fee of J.P. Smith and V.A. Downes, Jr., Attorneys.....	10.00	127.85

To do., for an amount paid Thos. J. Keating, Jr., Agent, for the premium on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:..... 160.00

To do., for amounts paid for advertising sale in the several newspapers, per receipts for the same exhibited, to wit:

Queen Anne's Record-Observer.....	$83.25	
The Philadelphia Evening Bulletin...	45.05	
The New York Times.....	41.25	
New York Herald-Tribune.....	20.25	
Washington Post.....	34.08	
Baltimore Sun.....	44.08	267.96

To do., for an amount paid J. Elmer Anthony, auctioneer, forcrying said sale, per receipt for the same exhibited, to wit:..... 309.00

December 6, 1955

J. THOMAS CLARK
Auditor

To do., for an amount paid Queen Anne's Record-Observer for publishing the nisi of sale, per receipt for the same exhibited, to wit:..... 9.00

To do., for an amount paid Charles E. Anthony, Sr., Treasurer, and collector of taxes, for the 1955 taxes on a part of the real estate sold in this cause, per receipt for the same exhibited, to wit:..... 128.27

To do., for an amount due and paid John Palmer Smith, Attorney, for monies advanced by him on behalf of said trustees for their share of 1955 taxes on part of the real estate sold in this cause, per receipt of same exhibited, to wit:... 31.35

To do., for an amount paid Alexis M. Butler, Sheriff, for serving notice to vacate on Tenants on parcel of real estate sold in this cause, per receipt for the same exhibited, to wit..... 5.00

To do., for costs of advertising the order nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of..... 7.50

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 72.00

To balance for distribution to heirs at law of Sarah Virginia Lee Porter, deceased, prior to allowance of mortgages on realty sold in this cause..... 28,715.99

$31,121.78 $31,121.78

December 6, 1955

J. THOMAS CLARK
Auditor

Cr.

By balance carried forward before distribution to heirs at law of Sarah Virginia Lee Porter, deceased, and prior to allowance of mortgages on realty sold in this cause.....$28,715.99

Dr.

To do., for an amount necessary to record with the Clerk of the Circuit Court for Queen Anne's County the releases of two mortgages, one dated April 11, 1913, and recorded among the land records for this County in Liber WFW, No. 3, folio 238, and other dated December 20, 1913, and and recorded among the land records for this County in Liber WFW, No. 4, folio 394, both on realty sold in thiscause and held by Thomas J. Keating, Jr., the sum of..... $2.00

To do., for an amount necessary to pay Thomas J. Keating, Jr., Assignee of mortgage on realty sold in this cause dated April 11, 1913, recorded as aforesaid, said payment to be in full satisfaction of principal indebtedness and

interest as follows;
per statement of mortgagee, to wit:
1-Principal indebtedness.....$3,000.00
2-Interest from April 11, 1955 to
December 6, 1955..@5%..... 97.92 3097.92

To do., for an amount necessary to
pay Thomas J. Keating, Jr.,
Assignee, in full, both interest
and principal, on mortgage on
realty sold in this cause dated
December 20, 1913, recorded as afore-
said, per statement of mortgagee, to
wit:
1-Principal indebtedness.....$1,000.00
2-Interest from December 20, 1955,
to December 6, 1955, @ 5%..... 22.91 1022.91

To balance for distribution to heirs
at law of Sarah Virginia Lee Porter,
deceased, to wit:..... 24593.16

$28715.99 $28,715.99

December 6, 1955

J. THOMAS CLARK
Auditor

Cr.

By balance carried forward for distributionto heirs
at law of Sarah Virginia Lee Porter, deceased,to wit:.....$24,593.16

Dr.

To James O. Porter, son and heir at law of
Sarah Virginia Lee Porter, deceased,a
¼ share of the same, or the sum of.....$6,148.29

To Anna P. Leary, daughter and heir at law
of Sarah Virginia Lee Porter, deceased,
a ¼ share of the same, or the sum of.....$6,148.29

To Florence P. Jones, daughter and heir at
law of Sarah Virginia Lee Porter, deceased,
a ¼ share of the same, or the sum of.....$6,148.29

To Thurman T. Porter, son and heir at law of
Sarah Virginia Lee Porter, deceased, a
¼ share of the same, or the sum of..... 6,148.29

$24,593.16 $24,593.16

December 6, 1955.

J. THOMAS CLARK
Auditor

Filed Dec. 6, 1955

To J. Thomas Clark, Auditor:

I hereby certify that the mortgage debts due and owing to me as assignee of mortgages of Sarah V. L. Porter are as follows:

Principal debt on mtg dated
April 11, 1913 ----------$3000.00

Interest thereon from April 11, 1955
to Dec. 6, 1955 @ 5%---------- 97.92

Principal debt on mtgs. dated
Dec. 20, 1913 ---------- 1000.00

Interest thereon from June 20, 1955
to Dec. 6, 1955 @ 5% 22.91

Total $4120.83

Respectfully submitted

THOS. J. KEATING, JR.
Assignee

"EXHIBIT A"

Filed Dec. 6, 1955

NISI RATIFICATION OF AUDIT

James O. Porter, et al.	)	IN THE CIRCUIT COURT
vs.	)	FOR QUEEN ANNE'S COUNTY
Thurman T. Porter, et al.	)	IN EQUITY
		CAUSE NO. 3868

ORDERED, this 6th day of December in the year nineteen hundred and fifty five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th. day of December, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 22nd day of December, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed December 6, 1955

NISI RATIFICATION OF AUDIT

James O. Porter, et al.	In the Circuit Court for
vs.	Queen Anne's County
THurman T. Porter, et al.	In Equity
	Cause No. 3868

ORDERED, This 6th day of December in the year nineteen hundred and fifty-five, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of December, 1955; provided a copy of this order be published once a week in each of two successive weeks before the 22nd day of December, 1955, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed: Dec. 6, 1955
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 30, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of James O. Porter, et al. vs. Thurman T. Porter, 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 22th day of December, 1955, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 8th day of December 1955, and the last insertion on the 15th day of December, 1955

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Dec. 30, 1955

FINAL RATIFICATION OF AUDIT

JAMES O, PORTER, et.al.	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
THURMAN T. PORTER, et. al.	IN EQUITY No. 3868

FINAL RATIFICATION OF AUDIT

ORDERED, this 30th day of December, 1955, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the Report and Account of the Auditor heretofore filed 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 directed, and Thomas J. Keating, Jr., and John Palmer Smith, Trustees are hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit.

Wm. R. HORNEY
Judge

Filed Dec. 30, 1955

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

MORRIS E. WRIGHT Church Hill, Maryland	:	In the Circuit Court
	:	for
vs.	:	Queen Anne's County,
LOUISE B. WRIGHT Queenstown, Maryland	:	in Equity.
		No. 4019

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining says:

1. That by deed dated the 6th day of September, 1949, and recorded among the land records of Queen Anne's County, in Liber N.B.W., #4, folio 90, a duly certified copy of which is filed herewith and marked "Exhibit "A", James T. Smith and Elizabeth T. Smith conveyed unto the Defendant and Your Orator, as tenants by the entireties, the following described real estate;

ALL that lot, part of a lot or part of lots of land situate, lying and being in the town of Queenstown, in the Fifth ElectionDistrict of Queen Anne's County, State of Maryland, on the northeast side of the road or street called Center Street or Charity Street, adjoining the lands of William K. Harrison heirs and other lands of the grantors; and being more particularly described by metes and bounds, courses and distances, according to a survey thereof made by Shew and Bartlett, Surveyors, on August 25, 1949, as follows:

BEGINNING, at a concrete monument on the east side of Center Street, also known as Charity Street, and a corner for the William K. Harrison (Heirs) and running along and with the William K. Harrison (Heirs) land North 56 degrees 30 minutes East, 50.0 feet to a concrete monument, a corner for the James T. Smith and Elizabeth T. Smith, his wife, land; thence along and with the lands of James T. Smith and Elizabeth T. Smith, his wife, the following two courses and distances: South 47 degrees 15 minutes, East, 177.3 feet to a concrete monument; thence South 42 degrees 15 minutes, West, 50.9 feet to a concrete monument onCenter Street, also known as Charity Street; thence along and with Center Street, also known as Charity Street North 45 degrees 15 minutes West, 190.5 feet to a concrete monument, the place of beginning containing 0.213 acres more or less.

2. That said real estate is encumbered by a first mortgage to the Queenstown Bank of Maryland dated the 17th day of August, 1951, and recorded in Liber T.S.P. #2, folio 406, a Land Record Book for Queen Anne's County and that said obligation at present under the mortgage is $2897.08 which the defendant and your Orator are jointly and individually liable for.

3. That by a decree of this Court dated the 13th day of December, 1954, a certified copy of which is filed herewith and marked "Exhibit B", the parties to this cause were divorced a vinculo matrimonii, so that your Orator and the Defendant are each now seized of an undivided one-half interest in and to the above-described real estate, as tenants in common.

4. That your Orator has not remarried, is of full age and resides in Church Hill, Maryland.

5. That the said Defendant has not remarried, is of full age and resides in Queenstown, Maryland.

6. 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 interest, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their respective 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 Defendant according to their respective rights and interests.

3. That your Orator may have such other and further relief as this case may require.

AND as in duty bound, etc.

HARRY C. BUTLER

ROBERT R. PRICE JR.
Solicitors for Plaintiff

Filed Dec. 13, 1955

Exhibit A
Filed Dec. 13, 1955

::::::::::::::::::::::::::::::::::::
#27,993. 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 September, in the year nineteen hundred and forty nine, the following Deed was brought to be recorded, to wit:-

Two-Twenty Five Cent and One-Five Cent Int.
Rev. Stamps. Endorsed TJK Jr. 9-9-49.

One-Fifty Five Cent Recordation Tax Stamp.
Endorsed TJK Jr. 9-9-49.

THIS DEED, made this 6th day of September in the year 1949, by JAMES T. SMITH and ELIZABETH T. SMITH, his wife, of Queen Anne's County, Maryland, witnesseth:

THAT for and in consideration of the sum of One Hundred and Fifty Dollars ($150.00), receipt of which is hereby acknowledged, the said James T. Smith and Elizabeth T. Smith, his wife, do hereby grant and convey unto Morris E. Wright and Louise B. Wright, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot, part of a lot, or part of lots of land situate, lying and being in the town of Queenstown, in the 5th Election District of Queen Anne's County, Maryland, on the Northeast side of the road or street called Center Street or Charity Street, adjoining the lands of the William K. Harrison heirs and other lands of the Grantors, and being more particularly described by metes and bounds, courses and distances, according to a Survey thereof made by Shew and Bartlett, Surveyors, on August 25, 1949, as follows:

BEGINNING at a concrete monument on the East side of Center Street, also known as Charity Street, and a corner for the Wm. K. Harrison (Heirs), and running along and with the Wm. K. Harrison (Heirs) land North fifty-six degrees and thirty minutes East (N 56 - 30' E), fifty and no tenths (50.0) Feet to a concrete monument, a corner for the James T. Smith and Elizabeth T. Smith, his wife, land; thence along and with the lands of James T. Smith and Elizabeth T. Smith, his wife, the following two courses and distances: South forty-seven degrees and fifteen minutes East (S 47 - 15' E), one hundred seventy-seven and three tenths (177.3) Feet to a concrete monument; thence South forty-two Degrees and fifteen minutes West (S 42 - 15' W), fifty and nine tenths (50.9) Feet to a concrete monument on Center Street, also known as Charity Street; thence along and with Center Street, also known as Charity Street, North forty-five degrees and fifteen minutes West (N 45 - 15' W), one hundred ninety and five tenths (190.5) Feet to a concrete monument, the place of beginning, containing TWO HUNDRED THIRTEEEN ONE-THOUSANDTHS (0.213) ACRES, more or less; being a part of the land conveyed unto the Grantors by two (2) Deeds, one from M.W. Aker, dated September 3, 1946, recorded in Liber ASG, Jr., #18, folio 93, and the other in a Deed fromW.I. Tuttle, dated February 23, 1946 recorded in Liber ASG Jr. # 13 folio 80 both Land Record Books for Queen Anne's County aforesaid.

TOGETHER WITH the buildings and improvements thereupon erected, made and being, and all of the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining; SUBJECT, never-theless, to the covenant on the part of the Grantees, their heirs and assigns, by the acceptance of this Deed that they will not conduct, on the property hereby conveyed so long as the Grantors themselves shall own the adjoining property, any gasoline filling station, tavern or restaurant, said restriction to exist only so long as the said James T. Smith and Elizabeth T. Smith, his wife, or the survivor of them, own the property adjoining the land hereby conveyed.

AND the samd James T. Smith and Elizabeth T. Smith, his wife, do hereby covenant to warrant specially the Title to the property hereby conveyed and to execute such other and further assurances thereof as may be requisite or necessary.

WITNESS the hands and seals of the above named Grantors the day and year herein first above written.

TEST:

W. I. TUTTLE

JAMES T. SMITH (SEAL)
(James T. Smith)

ELIZABETH T. SMITH (SEAL)
(Elizabeth T. Smith)

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

THIS IS TO CERTIFY that on this 6th day of September 1949, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared James T. Smith and Elizabeth T. Smith, his wife, and did each acknowledge the within and aforegoing Deed to be their respective act and deed;

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

WASHINGTON I. TUTTLE
NOTARY PUBLIC

Com ex May 1, 1951

Notary Public Seal.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber N.B.W. No. 4, folios 90 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 Thirteenth day of December in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

Exhibit B
Filed Dec. 13, 1955

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirteenth day of December in the year nineteen hundred and fifty-four, the following Decree was filed for record, to wit:

LOUISE E. WRIGHT	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY IN
MORRIS E. WRIGHT	EQUITY Cause # 3957

DECREE

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

It Is Thereupon, this 13th day of December, in the year nineteen hundred and fifty-four, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, Adjudged, Ordered and Decreed that the said Louise E. Wright be, and she is hereby divorced A Vincuo Matrimonii from the said Morris E. Wright.

It Is Further Ordered that the Guardianship and custody of the infant children of said marriage, the support and maintenance of said infant children, the right of the said Louise E. Wright to alimony and to counsel fees for this proceeding are hereby reserved, pending further order of this Court.

And It Is Further Ordered that the said Morris E.Wright pay the costs of these proceedings.

Wm. R. HORNEY
Judge

Filed Dec. 13, 1954

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 38, a Divorce Decree 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 Thirteenth day of December in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

Subpoena
Filed Dec. 22, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's place

TO Louise B. Wright
Queenstown, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Morris E. Wright, Church Hill, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 13th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s) T. SORDEN PIPPIN ,Clerk

Name Harry C. Butler
Robert R. Price,Jr.,

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendants summoned by reading subpoena to her, and leaving copy of subpoena and Bill of Complaint with her this 21st day of December 1955.

ALEXIS M. BUTLER
Sheriff

ANSWER
Filed Jan. 10, 1956

Morris E. Wright — In The Circuit Court For
vs. — Queen Anne's County In
Louise B. Wright — Equity No. 4019

To The Honorable, The Judge of said Court:

The Answer of Louise B. Wright, defendant, by J. Thomas Clark, her solicitor, to the Bill of Complaint heretofore filed in this cause against her, respectfully represents:

1. That she admits the allegations set forth in paragraph one of said Bill.

2. That she admits that the real estate is encumbered by a first mortgage to the Queenstown Bank of Maryland, as alleged in paragraph two of said Bill, but denies that the mortgage debt is $2897.08 as alleged therein, and states that the same is now the sum of $2856.04.

3. That she admits the allegations set forth in paragraph three of said Bill.

4. That she admits the allegations set forth in paragraph four of said Bill,

5. That she admits the allegations set forth in paragraph five of said Bill.

Respectively submitted,

J. THOMAS CLARK
Solicitor for Defendant

I hereby certify that a copy of the aforegoingAnswer was served upon Harry C. Butler and Robert R. Price, Jr., attorneys for the plaintiff by leaving same at their law office in Centreville, Maryland on Jan.10, 1956.

J. THOMAS CLARK
Solicitor for Defendant

Filed Jan. 10, 1956

Stipulation & Agreement
Filed Jan. 10, 1956

Morris E. Wright — In The Circuit Court For
vs. — Queen Anne's County In
Louise B. Wright — Equity No. 4019

STIPULATION AND AGREEMENT

It is hereby stipulated and agreed by and between the parties hereto, by Harry C. Butler and Robert R. Price, Jr., attorneys for Morris E. Wright, and by J. Thomas Clark, attorney for Louise B. Wright, that the real estate in this cause is owned by the parties jointly, as tenants in common, and that prior hereto that Louise B. Wright made the payments hereinafter set forth to protect said real estate jointly owned, that she has not been reimbursed by Morris E. Wright for his one half share of such payments, and that from the one half share of the net proceeds from the sale of said real estate of said Morris E. Wright there shall be payable to Louise B. Wright in addition to her one half share the additional sum of $413.63, which represents one half of the following payments, to wit:

1- Payments to Queenstown Bank of Maryland on joint mortgage

Date	Amount
8/6/54	$39.04
9/8/54	39.04
10/8/54	39.04
11/8/54	39.04
12/11/54	39.04
1/4/55	39.04
2/5/55	39.04
3/12/55	39.04
4/4/55	39.04
5/9/55	39.04
6/9/55	39.04
7/5/55	39.04
8/2/55	39.04
9/6/55	39.04
10/1/55	39.04
11/3/55	39.04
12/25/55	39.04
1/7/56	39.04

2-Other payments

1/4/55 - Claude Lowery, county taxes	54.52
1/12/55- Town of Queenstown, town taxes	26.35
12/22/54-Chas. L. Schelberg, fire insurance	21.84
8/29/55 -Chas. L. Schelberg, fire insurance	21.84
Total	$827.27

HARRY C. BUTLER
Harry C. Butler

ROBERT R. PRICE JR.
Robert R. Price,Jr.
Attorneys for Morris E. Wright

J. THOMAS CLARK
J. Thomas Clark,
Attorney for Louise B. Wright

Filed Jan. 10, 1956

Stipulation and Agreement
Filed Jan. 11, 1956

Morris E. Wright — In The Circuit Court For

vs. — Queen Anne's County In

Louise B. Wright — Equity No. 4019

STIPULATION AND AGREEMENT

It is hereby stipulated and agreed by and between Harry C. Butler and Robert R. Price, Jr., attorneys for Morris E. Wright, Plaintiff in the above entitled cause of action, and J. Thomas Clark, attorney for Louise B. Wright, Defendant in the above cause of action, that they and each of the parties to this cause are adults, that they waive the taking of testimony in this cause, that they are familiar with both values of real estate and the real estate of the parties to this cause in the Town of Queenstown, Fifth Election District of Queen Anne's County, Maryland, and that in their opinion the value of the real estate of the parties hereto which is the subject of this cause is the sum of $5,000.00. That this real estate is carried on the county assessment records for tax purposes at the sum of $2,800.00.

HARRY C. BUTLER
Harry C. Butler Per Robert Price

ROBERT R. PRICE JR.
Robert R. Price,Jr.,
Attorneys for Morris E. Wright

J. THOMAS CLARK
J. Thomas Clark
Attorney for Louise B. Wright

Filed Jan. 11, 1956

DECREE
Filed Jan. 11, 1956

Morris E. Wright Church Hill, Maryland	:	In the Circuit Court
	:	FOR
vs.	:	Queen Anne's County,
Louise B. Wright Queenstown, Maryland	:	in Equity.
		No. 4019

D E C R E E

Upon the aforegoing Bill of Complaint, answer and stipulation filed herein and being and considered by the Court.

IT IS THEREUPON, on this 11th day of January, 1956, 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 proceeding he sold at public sale to be conducted by the Trustee hereinafter appointed, for the purpose of applying the proceeds of sale for distribution between the parties of interest according to their respective rights and interest.

That J. Thomas Clark and Robert R. Price, Jr., of Queen Anne's County, State of Maryland, be and they are appointed trustees to make said sale, but before they shall proceed to act as such trustees, they shall file with the Clerk of this Court a Bond to the State of Maryland with corporate surety to be approved by said Clerk in the penalty of $5,000.00.

That he shall advertise the time, place, manner and terms of sale in a newspaper printed and published in said Queen Anne's County for, at least, three weeks prior to the day of sale, said terms to accord possession to the purchaser, upon ratification and to provide payment of the entire purchase price in cash, or one-third of the purchase price in cash, and two-thirds upon

final ratification of said sale by this Court, the deferred payment to bear interest from day of sale and be secured to the Trustee's satisfaction.

That they should then proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidder for said property.

That they should report a full account of said sale to this Court with an affidavit of the truth and fairness thereof.

That upon the final ratification of said sale, and full payment of the purchase money, they will convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold to him, free and discharged of all claims of the parties to this cause, of those claiming by, through or under them or any of them.

That the said trustees shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceedings and such commissions to said Trustees as the Court shall think proper to allow to consideration of the skill, attention and fidelity wherewith they will appear to have discharged their trust.

Wm. R. HORNEY
JUDGE

Filed Jan. 11, 1956

Morris E. Wright	In The Circuit Court For
vs.	Queen Anne's County In
Louise B. Wright	Equity No. 4019

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the Queenstown Bank of Maryland, a body corporate, by John Palmer Smith, its attorney, respectfully represents:

1. That heretofore on or about the 13th day of November, 1955, Morris E. Wright filed a bill in this honorablecourt against Louise B. Wright, whereupon among other things he asked that certain real estate owned by them be sold since it was not susceptible of partition.

2. That thereafter, after an answer was duly filed admitting the facts alleged in the bill, a decree was signed by this honorable court dated January 11, 1956, appointing J. Thomas Clark and Robert R. Price, Jr., Trustees, and ordering the sale of said real estate.

3. That your petitioner is the holder of a first mortgage from the parties to this cause, in the sum of $5000.00, said mortgage being dated August 17, 1951, and recorded among the land records for Queen Anne's County in Liber T.S.P. No. 2, folio 406, said mortgage being still outstanding and encumbering the real estate decreed to be sold herein, a certified copy of which if filed herewith.

Wherefore your petitioner prays this Honorable Court to pass an order making it a party defendant to this cause to the end that by order of court it may consent to sale of the said mortgaged real estate free and clear of its mortgage, and that the debt, principal and interest be paid out of the proceeds of sale.

And as in duty bound, etc.

JOHN PALMER SMITH
Attorney for Peitioner

Filed Jan. 27, 1956

Certified Copy of Mortgage
Filed Jan. 27, 1956

::::::::::::::::::::::::::::::::::::
#30,700. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on this Twentieth day of August in the year nineteen hundred and fifty-one, the following Mortgage was brought to be recorded, to wit:

Two-Two Dollar Twenty Cent Recordation
Tax Stamps Endorsed CCC 8/20/51

THIS MORTGAGE, Made this 17th day of August in the year nineteen hundred and fifty-one, by and between Morris E. Wright and Louise B. Wright, his wife, parties of the first part, hereinafter called MORTGAGORS, and THE QUEENSTOWN BANK OF MARYLAND, a body corporate, party of the second part, hereinafter called MORTGAGEE.

WHEREAS, the said Mortgagors are jointly and severally indebted unto the said Mortgagee in the full and just sum of Four Thousand Dollars ($4,000.00) for money this date loaned and advanced to them, for which said sum they have drawn and passed to the said Mortgagee their joint and several promissory note bearing even date herewith, with interest thereon at the rate of six per centum (6%) per annum, said principal sum with interest being payable on an amortization plan in one hundred and forty-four (144) successive monthly installments of Thirty-nine Dollars and Four Cents ($39.04) each, commencing on the 5th day of September, 1951, and on the 5th day of each month thereafter until paid in full, and with the privilege of paying an additional sum of $39.04, or any multiple thereof, at the time of the monthly installments aforesaid, and

WHEREAS, it is further provided in said note that upon non-payment of any installment or any payments covenanted hereto to be paid, all remaining installments shall immediately become due and payable, at the option of the holder; and

WHEREAS, the better to secure the payment of said principal and interest, and any extension or renewal thereof, and the payment of all other sums and the performance of all terms, covenants and conditions required of the said Mortgagors in accordance with the terms of this mortgage and the note secured hereby, this mortgage is executed and delivered.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, the following described real estate, to wit:

ALL that lot, part of a lot, or part of lots of land situate, lying and being in the town of Queenstown, in the 5th ElectionDistrict of Queen Anne's County Maryland, on the northeast side of the road or street called Center Street or Charity Street, adjoining the lands of the William K. Harrison heirs and the lands of or formerly of James T. Smith and wife, and being more particularly described by metes and bounds courses and distances, according to a survey thereof made by Shew and Bartlett, Surveyors, on August 25, 1949, as follows:

BEGINNING at a concrete monument on the east side of Center Street, also known as Charity Street, and a corner for the Wm. K. Harrison (Heirs) land and running along and with the Wm. K. Harrison (Heirs) land and running along and with the Wm. K. Harrison (Heirs) land north fifty-six degrees and thirty minutes east (N 56° - 30' E), fifty and no tenths (50.0) feet to a concrete monument, a corner for the James T. Smith and Elizabeth T. Smith, his wife, land; thence along and with the lands of or formerly of James T. Smith and wife, the following two courses and distances: south forty-seven degrees and fifteen minutes east (S 47° - 15' E), one hundred seventy-seven and three tenths (177.3) feet to a concrete monument; thence south forty-two degrees and fifteen minutes west (S42° - 15'W), fifty and nine tenths (50.9) feet to a concrete monument on Center Street, also known as Charity Street, thence along and with Center Street, also known as Charity Street, north forty-five degrees and fifteen minutes west (N 45° -15' W), one hundred ninety and five tenths (190.5) feet to a concrete monument, the place of beginning, containing TWO HUNDRED THIRTEEN ONE-THOUSANDTHS (0.213) ACRES, more or less, and

BEING the same lot or parcel of land and premises which by deed dated September 6, 1949 and recorded among the Land Records of Queen Anne's County in Liber N.B.W. No. 4, folio 90, was granted and conveyed by James T. Smith and Elizabeth T. Smith, his wife, to the aforesaid Mortgagors.

TOGETHER with 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 any wise appertaining.

PROVIDED, that if the Mortgagors, their heirs, executors, administrators or assigns, shall well and truly pay to the Mortagee, its successors, or assigns, the aforesaid sum of Four Thousand Dollars $4000.00) as represented by the aforesaid promissory note and any and all renewals, part renewals or extensions thereof and all interest thereon accrued, as above set forth, when and as the same may be due and payable, 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 Mortgagors their heirs and assigns, shall possess said property.

AND the Mortgagors, their heirs, executors, administrators and assigns hereby covenant with the Mortgagee, its successors, and assigns, as follows:

1. 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

2. TO insure, and pending this mortgage to keep insured, the improvements on said premises, against loss or damage by fire, to the amount of at least the insurable value thereof, in some Company or Companies approved by the Mortgagee, 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 or damage, shall be applied to the payment of said promissory note and any and all renewals, part renewals or extensions thereof secured by this mortgage whether then due or not, and to deliver upon demand to the Mortgagee its successors, or assigns, said policy or policies; and

3. THAT no act or thing shall be done or any waste committed whereby the mortgaged premises may be depreciated or lessened in value, and that no wood or timber shall be cut and removed from the mortgaged premises.

4. THAT in case of default in the payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, or if the Mortgagors should file a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors, or shall be adjudicated an involuntary bankrupt, or if a receiver shall be appointed for any part of the mortgaged property, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the Mortgagee's assigns, or Clayton C. Carter 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 and 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 in the following manner, to wit:

First: to the payment of 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, and a fee of thirty-five Dollars; ($35.00)

Second, to the payment of all moneys owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not:

Third, to pay the balance to the person or persons then entitled to the same.

5. THAT when default in any convenant 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 granted herein, neither the Mortgagee's assigns, or CLAYTON C. CARTER, their said Attorney, shall 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 exepenses 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 Mortgagors, their heirs, executors, administrators and assigns, hereby covenant to pay.

6. THAT in the event of sale of the above described property under the power of sale hereinbefore expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as party thereof.

7, THAT the Mortgagors, their heirs, executors, administrators and assigns will warrant generally the property hereby conveyed, and will execute such further assurances of said property as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

TEST: (as to Mortgagors)

C. L. SCHEIBERG

MORRIS E. WRIGHT (SEAL)
Morris E. Wright

LOUISE B. WRIGHT (SEAL)
Louise B. Wright

STATE OF MARYLAND :
: to wit:
COUNTY OF QUEEN ANNE :

I HERBY CERTIFY, that on this 17 day of August, in the year one thousand nine hundred and fifty-one before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MORRIS E. WRIGHT and LOUISE B. WRIGHT, his wife, and they acknowledged the aforegoing MORTGAGE to be their act.

AND at the same time also personally appeared W. S. Cross, Vice-President of the body corporate, the Queenstown Bank of Maryland and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as there in set forth.

WITNESS my hand and notarial seal the day and year last above written.

Notary
Public
Seal.

CATHERINE M. CROUCH
Notary Public
Comm. ex. 5/4/53

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

This is to certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 2, folio 406 and 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 27th day of January, in the year nineteen hundred and fifty six.

Clerk's Seal.

T. SORDEN PIPPIN
Clerk

ORDER OF COURT

Upon the aforegoing petition, it is this 27th day of January, 1956, Ordered by the Circuit Court for Queen Anne's County, in Equity, that the Queenstown Bank of Maryland is hereby made a party defendant in this cause, and that real estate heretofore decreed to be sold herein shall be sold free and clear of its mortgage debt, and that real estate heretofore decreed to be sold herein shall be sold free and clear of its mortgage debt, and that the trustees appointed in this cause shall pay said mortgage debt, principal and interest, out of the proceeds of sale.

Filed Jan. 27, 1956

Wm. R. HORNEY
Judge

Certified Copy of Bond
Filed Feb. 3, 1956

Queen Anne's County, to wit: Be it remembered that on this Third day of February, in the year nineteen hundred and fifty six, the following Bond was filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, That we, Robert R. Price and J. Thomas Clark of Centreville, Queen Anne's County, State of Maryland, as Principal; and THE FIREMAN'S FUND INDEMNITY COMPANY, a body corporate, 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 thousand ($5,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain attorney to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd day of February, in the year nineteen hundred and fifty-six;

WHEREAS, the above bounden Robert R. Price and J. Thomas Clark by virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, had been appointed Trustees to sell the property mentioned in the proceedings in the case of Morris E. Wright vs. Louise B. Wright being Chancery number 4019, now pending in said Court.

NOW, the condition of the above obligation is such that if the above bounden, Robert R. Price and J. Thomas Clark do 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:

GLADYS S. FOSTER

GLADYS S. FOSTER

ATTEST:

GLADYS S. FOSTER

Notary Public Seal.

ROBERT R. PRICE (SEAL)
Robert R. Price

J. THOMAS CLARK (SEAL)
J. Thomas Clark

FIREMAN'S FUND INDEMNITY COMPANY

BY: ROBERT R. PRICE
Robert R. Price
Attorney-in-fact

And at the foot of the aforegoing Bond is the following endorsement, to wit:-

Security approved and Bond filed Feb. 3, 1956.

T. SORDEN PIPPIN, Clerk

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

This is to certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 128 and etc., 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 this 3rd day of February, in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk.

Report of Sale
Filed Feb. 4, 1956

Morris E. Wright
vs.
Louise B. Wright

In The Circuit Court For
Queen Anne's County In
Equity No. 4019

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of J. Thomas Clark and Robert R. Price, Jr., trustees, appointed by a decree of this Court, passed in the above entitled cause on the 11th day of January, 1956, to make sale of certain real estate therein mentioned, respectfully shows:

1. That after giving bond with security for the fatihful performance of their trust, and after complying with all other re-requisites, as required by law and the said decree, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Queen Anne's Record-Observer", a weekly newspaper printed and published in Queen Anne's County, Maryland, for at least three weeks prior to to the date of sale, they did, pursuant to said notice, attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, at 11:00 A.M. o'clock on the 4th day of February, 1956, then and there proceeded to sell said property in the manner following, that is to say:

(a) Your trustees did offer the hereinafter described property at public sale to the highest bidder, after first reading said advertisement of sale, through Ross Rhodes, Auctioneer, who,after crying said sale for sometime, did sell said property to Louise B. Wright, Queenstown, Queen Anne's County, Maryland at and for the sum of Three thousand six hundred dollars ($3600.00) the said property being described as follows:

"ALL that lot, part of a lot, or parts of lots of land situate, lying and being in the town of Queenstown, in the 5th Election District of Queen Anne's County, Maryland, on the Northeast side of the road or street called Center Street or Charity Street, adjoining the lands of the William K. Harrison heirs and other lands of James T. Smith and wife, and being more particularly described by metes and bounds, courses and distances, according to a survey thereof made by Shew and Bartlett, Surveyors, on August 25, 1949, as follows: BEGINNING at a concrete monument on the East sideof Center Street, also known as Charity Street, and a corner for the Wm. K. Harrison (Heirs), and running along and with the Wm. K. Harrison (Heirs) land North 56 degrees and 30 minutes East, 50.0 feet to a concrete monument, a corner for the James T. Smith and wife land; thence along and with thelands of James T. Smith and wife, the following two courses and distances: South 47 degrees and 15 minutes East, 177.3 feet to a concrete monument; thence South 42 degrees and 15 minutes West, 50.9 feet to a concrete monument on Center Street, also known as Charity Street; thence along with Center Street, also known as Charity Street, North 45 degrees and 15 minutes West, 190.5 feet to a concrete monument, the place of beginning, containing 0.213 Acres, more or less; being the same and all the land conveyed to Morris E. Wright and Louise B. Wright by James T.Smith and wife, by deed dated September 6, 1949, recorded in Liber N.B.W. No. 4, folio 90, a Land Record Book for Queen Anne's County aforesaid".

(b) The terms of sale were those set forth in the advertisement.

(c) The purchaser has complied with the terms of sale by payment of Twelve hundred dollars ($1200.00), one third of the purchase price, and your trustees believe that he will pay the balance upon ratification of this sale.

2. The report states the amount of sale to be $3600.00.

Respectfully submitted,

J. THOMAS CLARK
J. Thomas Clark

ROBERT R. PRICE JR.
Robert R. Price,Jr., Trustee

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

This is to certify that on this 4th day of February, 1956, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared J. Thomas Clark and Robert R. Price, Jr., trustees named in the above report of sale, and made oath in due form of law that the matters and facts set forth in the aforegoing report are true and bona fide as therein set forth, and that the sale reported therein was fairly made.

T. SORDEN PIPPIN
Clerk

Filed Feb.4, 1956

NISI

N I S I

Morris E. Wright Vs. Louise B. Wright, et al.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO.4019

ORDERED, this 4th. day of February, 1956, that the sale of real estate made and reported in this cause by J. Thomas Clark and Robert R. Price, Jr., Trustees be ratified and confirmed, on or after the 2nd. day of March next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 9th. day of February 1956, and ending on the 23rd. day of February 1956.

The report states the amount of sales to be $3600.00.

T. SORDEN PIPPIN Clerk

Filed: Feb. 4, 1956

TRUSTEE'S SALE OF VALUABLE
REAL ESTATE

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed in Cause No. 4019 entitled "Morris E. Wright versus Louise B. Wright", the undersigned, as Trustees named in the 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 SATURDAY, FEB. 4, 1956 at the hour of 11:00 A.M. o'clock

ALL that lot, part of a lot, or part of lots of land situate, lying and being in the town of Queenstown, in the 5th Election District of Queen Anne's County, Maryland, on the Northeast side of the road or street called Center Street or Charity Street, adjoining the lands of the William K. Harrison heirs and other lands of James

T.Smith and wife, and being more particularly described by metes and bounds, courses and distances, according to a survey thereof made by Shew and Bartlett, Surveyors, on August 25, 1949, as follows: BEGINNING at a concrete monument on the East side of Center Street, also known as Charity Street, and a corner for the Wm. K. Harrison (Heirs) and running along and with the Wm. K. Harrison (Heirs) land North 56 degrees and 30 minutes East, 50.0 feet to a concrete monument, a corner for the James T. Smith and wife land; thence along and with the lands of James T. Smith and wife, the following two courses and distances: South 47 degrees and 15 minutes East, 177.3 feet to a concrete monument; thence South 42 degrees and 15 minutes West, 50.9 feet to a concrete monument on Center Street, also known as Charity Street; thence along with Center Street, also known as Charity Street, North 45 degrees and 15 minutes West, 190.5 feet to a concretemonument, the place of beginning, containing 0.213 Acres, more or less; being the same and all the land conveyed to Morris E. Wright and Louise B. Wright by James T. Smith and wife, by deed dated September 6, 1949, recorded in Liber N.B.W., No. 4, folio 90, a Land Record Book for Queen Anne's County aforesaid.

Improved by a new dwelling house with modern conveniences, and outbuildings.

TERMS OF SALE

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 on date of final ratification of sale by the Court, or all cash on day of sale at the option of the purchaser, the credit payment,if any, to bear interest from the day of sale to date of final settlement. Taxes and insurance to be adjusted as of date of final settlement. Possession on date of final settlement. Costs of transfer, title papers and revenue stamps to be at purchaser's expense.

ROBERT R. PRICE, JR.
J. THOMAS CLARK,
Trustees

Ross Rhodes, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., February 8, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale in the case of Morris E. Wright vs. Louise B. Wright a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published atCentreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 4th day of February, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th day of January 1956, and the last insertion on the 26th day of January, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY
By SHIRLEY L. KINNEAR

Filed Feb. 8, 1956

NISI

Morris E. Wright
vs.
Louise B. Wright, et al.

In The Circuit Court for
Queen Anne's County
In Equity
No. 4019

ORDERED, this 4th day of February, 1956, that the sale of real estate made and reported in this cause by J. Thomas Clark and Robert R. Price, Jr., Trustees, be ratified and confirmed, on or after the 2nd day of March, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 9th day of February, 1956, and ending on the 23rd day of February, 1956.

The report states the amount of sales to be $3600.00

T. SORDEN PIPPIN, Clerk

Filed: Feb. 4, 1956
True Copy:
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md. February 29, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi in the estate of Morris E. Wright vs. Louise B. Wright 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 3 successive weeks before the 2nd day of March, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S

RECORD-OBSERVER was on the 9th day of February 1956, and the last insertion on the 23rd day of February, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Feb. 29, 1956

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 20th day of March, 1956, that the sale made and reported by the trustees 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 trustees are allowed the usual commissions and such proper expenses, not personal, as they shall produce vouchers for the special auditor hereinafter appointed; that Vachel A. Downes, Jr., Esquire, is hereby appointed to act as Special Auditor to state an audit of the proceeds of said sale; that, upon the qualification of such Special Auditor by taking the oath required by law, the proceedings in the above entitled cause shall be forthwith referred to him for such purpose.

Wm. R. HORNEY
Judge

Filed March 20, 1956

AUDIT
Filed March 24, 1956

MORRIS E. WRIGHT	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
LOUISE E. WRIGHT QUEENSTOWN BANK OF MARYLAND	:	IN EQUITY No. 4019

The Report of Vachel A. Downes, Jr., Special Auditor, unto your Honors respectfully represents:

1. That by decree of this Honorable Court dated the 20th day of March, 1956, the undersigned was appointed Special Auditor herein and has made the usual oath before the Clerk of this Court, as required by law.

2. That in the within account, J. Thomas Clark and Robert R. Price, Trustees, are charged with the gross proceeds of sale of the lands sold in these proceedings at public sale unto Louise B. Wright at and for the sum of Three Thousand Six Hundred Dollars ($3600.00), the said purchasers having complied with the terms of sale by the payment of Twelve Hundred ($1200.00) unto said Trustees on the date of sale, and the said Trustees are further charged with the collection of interest on the credit balance to the date of payment of the same.

3. That after the payment of costs, expenses, commissions, etc., from the balance remaining for distribution, your auditor has first directed the payment of Two Thousand nine hundred and eight dollars and seven cents ($2908.07) unto The Queenstown Bank of Maryland pursuant to the order of this Honorable Court dated the 27th day of January, 1956, and has, from the share of the balance due unto the said Morris E. Wright, allowed unto the said Louise B. Wright so much of the sum of $413.63 as is available for distribution, as set out in the stipulation between the parties to this cause filed herein on the 19th day of January, 1956.

Respectfully submitted

VACHEL A. DOWNES JR.
Special Auditor.

Filed March 24, 1956

Chancery Cause No. 4019

The proceeds of the sale of real estate in this cause in account with J. Thomas Clark and Robert R. Price, Trustees, appointed to sell said real estate by the decree heretofore passed herein.

Cr.

By the amount of the gross sale of the land sold by said Trustees, per Report of Sale filed, to wit: the sum of.....$3600.00

By the amount of interest collected by said Trustees on the unpaid portion of the purchase price, being the sum of $2400.00, from the 4th day of February, 1956, to the 2nd day of February, 1956, to 23rd day of March, 1956, to wit: the sum of.....$ 20.00

Total Proceeds of the sale of land, to wit $3620.00

Dr.

To J. Thomas Clark and Robert R. Price,

Trustees, for their commissions for making sale, per rule of Court, to wit: the sum of $189.80

To T.S. Pippin, Clerk of Court, for his costs, per receipt exhibited, to wit: the sum of.....$ 75.80

To J. Thomas Clark and Robert R. Price, Trustees, for costs of their corporate surety bond, per receipt exhibited, to wit: the sum of.....$ 20.00

To do., for costs of the advertisement of sale per receipt of the Queen Anne's Record Observer, exhibited, to wit: the sum of.....$ 38.50

To do., for costs of Order Nisi on Report of sale, per receipt of the Queen Anne Record Observer exhibited, to wit: the sum of.....$ 9.00

To do., for costs of Order Nisi on this Auditor's Report, to wit: the sum of.....$ 7.50

To do., for Trustees share of stateand county taxes for 1956 per terms of sale, per settlement sheet exhibited, to wit: the sum of.....$ 12.20

To do., for trustees share of Queenstown Municipal taxes for 1956 per settlement sheet exhibited, to wit: the sum of.....$ 3.06

To do., for 1955 state and county taxes paid by Trustees, per receipt exhibited, to wit: the sum of.....$ 58.75

To do., for 1955 Queenstown Municipal taxes, paid by Trustees, per receipt exhibited, to wit: the sum of.....$ 14.72

To do., for auctioneer's fee paid by Trustees, per receipt exhibited, to wit: the sum of.....$ 36.00

To do., for recording release of Queenstown Bank mortgage, per receipt exhibited, to wit: the sum of.$ 1.00

To Queenstown Bank of Maryland, for payment in full of principal and interest of mortgage mentioned in proceedings, per receipt of Charles Schelberg, Cashier, exhibited and release exhibited, to wit: the sum of.....$2908.07

To Vachel A. Downes, Jr., Special Auditor, for stating this account, to wit: the sum of.....$ 45.00

Total expenditures $3419.40 $3419.40

RECAPITULATION

Total Proceeds of Sale and Interest.....$3620.00.
Total Expenditures.....$3419.40
$ 200.60

DISTRIBUTION

Distributed to Louise B. Wright in accordance with the Stipulation and Agreement between the parties, heretofore filed in this cause on the 10th day of January, 1956, wherein it was agreed that Louise B. Wright receive from the proceeds of the sale the sum of $413.63 representing one-half of payments made by her for and on behalf of the real estate in said cause mentioned, being the entire balance of the sums available for distribution, to wit: the sum of..... $200.60

Respectfully submitted

VACHEL A. DOWNES JR.
Vachel A. Downes, Jr.
Special Auditor.

Filed March 24, 1956

NISI RATIFICATION OF AUDIT

Morris E. Wright
Vs.
Louise B. Wright
Queenstown Bank of Maryland

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4019

ORDERED, This 24th day of March, in the year nineteen hundred and fifty six,

that the Report and Account filed in these proceedings by Vachel A. Downes, Jr., Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of April, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 13th. day of April, 1956, insome newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed March 24, 1956

NISI RATIFICATION OF AUDIT

Morris E. Wright

vs.

Louise B. Wright
Queenstown Bank of Maryland

In the Circuit Court for

Queen Anne's County

In Equity

Cause No. 4019

ORDERED, This 24th day of March, in the year nineteen hundred and fifty-six, that the Report and account filed in these proceedings by Vachel A. Downes, Jr., Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of April, 1956; provided a copy of this order be published once aweek in each of two successive weeks before the 13th day of April, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed March 24, 1956
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., April 5, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Audit-Nisi in the case/of Morris E. Wright vs. Louise B. Wright et. al Cause 4019 In circuit court of Queen Anne Co. in equity. 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, onee a week for 2 successive weeks before the 13th day of April, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29th day of March 1956, and the last insertion on the 5th day of April, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By MARY L. CRONSHAW

Filed April 5, 1956

Final Ratification of Audit

ORDERED, this 25th day of April, 1956, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the Report and Account of Vacheal A. Downes, Jr., Special Auditor, filed in this cause, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown although it appears notice has been given as required by the preceding Order Nisi, and the said J. Thomas Clark and Robert R. Price, Jr., Trustees, are hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit.

J. DeWEESE CARTER
Judge

Filed April 25, 1956

::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty first day of May in the year nineteen hundred and fifty six, the following Transcript of Petition and Order was brought to be recorded, to wit:

CAUSE NO. 3559

PETITION
Filed 2" August 1935

HIRAM G. DUDLEY, TRUSTEE, et al.	:	IN THE
vs.	:	CIRCUIT COURT
FRANK S. DUDLEY, TRUSTEE, Et al.	:	OF
_____	:	BALTIMORE CITY

To the Honorable Judges of said Court:

The Report and Petition of Frank S. Dudley, Hiram G. Dudley, Jr., and Thomas J. Keating, Trustees of the estate of Hiram G. Dudley, deceased, to your Honor respectfully shows:

1.- That among the assets in the hands of your petitioners, as trustees in this cause, is an undivided two-thirds interest and estate in and to a tract of land or farm situate in the 5th Election District of Queen Anne's County, Maryland, containing about 432 acres of land, located on the right hand or Northwest side of the public road leading from the Wye Mills - Queenstown road to the village of Carmichael, and on Wye River, known as the "Wye" of "Home Farm" of the late Judge Richard B. Carmichael; and the remaining undivided one-third interest and estate in said tract of land is owned by and held as an asset in the trust estate of Mary O. Dudley, deceased, which is a companion trust estate to that of your petitioners, in which the same beneficiaries are interested.

2 - That your petitioners and the trustees of the estate of Mary O. Dudley, deceased, have received from one Helen A. DeS. Conavarro an offer to become the purchaser of about forty acres of the Northeasterly portion of said tract fronting on the aforesaid public road to Carmichael, adjoining the Henry G. McClyment's farm of said Helen A. DeS. Conavarro and the land of Mrs. James Sylvester (nee Davidson); a fuller description of the land which is included in the intended purchase being set forth in a certificate of survey thereof filed on this date as "Exhibit A" in the trust estate of Hiram G. Dudley; and the purchase price offered therefor being the amount of twenty-four hundred dollars, two-thirds of the said purchase price to be paid to your petitioners and one-third to be paid to the trustees of Mary O. Dudley, upon the ratification by this Court of the acceptance of said offer to purchase.

3 - That the creators of the two above mentioned trust estates duly authorized and empowered the trustees of the several trust estates to make sale thereof or of any part or parts thereof and, as said trusts are now under jurisdiction of this Court, it is now the desire of your petitioners that the sale be made of said forty acres of land, more or less, at and for the aforesaid price of twenty-four hundred dollars and that conveyance thereof to the purchaser be made upon payment of the purchase money therefor.

4 - That, due to the general fall or depression in the income from most farm lands and to changed farming conditions, your petitioners have been unable to make more than very slight or limited expenditures upon building and improvements upon said farm or tract of land and it is now highly desirable that this part of the said farm be disposed of at the price offered therefor;which price your petitioners consider ample and sufficient therefor, due to its location with reference to the remainder of the original tract of land.

5 - That improvements and betterments in contemplation for the farm are, in the best judgment of your petitioners, both desirable and necessary in order that a suitable tenant for the farm may be held or a new tenant obtained, and it will be to the interest and advantage of the trust estates that the above mentioned offer be accepted in behalf of the trust estate and that the purchase money therefrom be ordered to be expended by the trustees in the purchase of materials and in the employment of labor necessary for the reconstruction of or permanent repairs to the present buildings upon the remainder of the farm or in the construction of suitable new fram_ buildings thereon.

6 - That all of the petitioners except one of the trustees (Thomas J. Keating) are beneficiaries in the trust estate and it is their desire that the sale be made and that the purchase price when received be expended for the purpose above indicated.

Your Petitioners, therefore, hereby report and submit to this Honorable Court the above description of the land desired to be sold and purchased as above indicated, and they pray:

a - That theCourt may, by its order, authorize, ratify and confirm the acceptance by the trustees of the aforesaid offer to purchase at the price and upon the terms mentioned.

b - That the trustees may be directed to accept thesaid purchase price mentioned in their petition and, upon payment thereof, to them k they be directed to convey to the

purchaser of a good andsufficient deed the land sold and as described in "Exhibit A" herewith filed.

c - And that the trustees may be authorized and empowered, upon receipt of their respective proportions of the purchase money aforesaid, to expend the same in making the repairs, betterments and improvements to buildings upon the remaining part of thetract of land or farm and shall report to this Court the amount of their expenditures with a synopsis of the buildings erected or repaired.

Respectfully submitted,

Frank S. Dudley

Hiram G. Dudley, Jr.

Thos. J. Keating, Trustees

State of Maryland, to wit:

I hereby certify that on this first day of Aug. in the year 1935, before the subscriber, a Notary Public of the State of Maryland, resident in Balto. City personally appeared Frank S. Dudley, one of the petitioners above named, and made oath in due form of law that the matters and things stated in the aforegoing report of sale and petition are true to the best of his knowledge and belief and that the sale therein was fairly made.

(SEAL PLACE) C. Howard Starr

ORDER

The aforegoing Report and Petition, together with the exhibit and affidavit accompanying the same, having been read and considered, It is, thereupon, this Second day of August in the year 1935, adjudged, ordered, and decreed by , Judge of the Circuit Court of Baltimore City, that the aforegoing offer to purchase be accepted and that the sale, when consummated, by the trustees upon the terms mentioned in the petition, be and the same is hereby ratified and confirmed, and it is further ordered that, upon payment of the entire purchase money, and not before, the trustees are directed to convey to the purchaser the real estate described in the exhibit accompanying the petition and therein mentioned and described; And it is further ordered and directed that, when said sale is consummated and the purchase money is payed, the same shall be expended for the purposed mentioned in the report and petition and, upon completion of the repairs, rebuilding or replacements as prayed for, the trustees shall report to this Court the manner and amount of their expenditures with a short description of the buildings erected, repaired or rebuilt and to whom the money was paid.

Eugene O'Dunne

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 Petition and Order of Court now on file in this office in the cause therein entited as above

SEAL'S PLACE

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 10th day of May A.D., 1956

HENRY J. RIPPERGER
Clerk

::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty first day of May in the year nineteen hundred and fifty six, the following Transcript of Petition and Order was brought to be recorded, to wit:

CAUSE NO. 3560

PETITION
Filed 2" August 1935

IN THE MATTER OF THE TRUST ESTATE	:	IN THE
UNDER DEED OF TRUST OF	:	CIRCUIT COURT
MARY O. DUDLEY	:	OF
	:	BALTIMORE CITY

To the Honorable Judge of said Court:

The Report and Petition of Frank S. Dudley, Mary O. Ives, and Ethel D. Eareckson, Trustees of the estate of Mary O. Dudley, deceased, to your Honor respectfully shows:

1 - That among the assets in the hands of your petitioners, as trustees in this cause, is an undivided one-third interest and estate in and to a tract of land or farm situate in the 5th Election District of Queen Anne's County, Maryland, containing about 432 acres of land, located on the right hand or Northwestside of the public road leading from the Wye Mills - Queenstown Road to the village of Carmichael, and on Wye River, known as the "Wye" or "Home Farm" of the late Judge Richard B. Carmichael; and the remaining undivided two-thirds interest and estate in said tract of land is owned by and held as an asset in the trust estate of Hiram G. Dudley, deceased, which is a companion trust estate to that of your petitioners in which the same beneficiaries are interested.

2 - That your petitioners and the trustees of the estate of Hiram G.Dudley, deceased, have received from one Helen A. DeS. Conavarro an offer to become the purchaser of about forty acres of the North easterly portion of said tract fronting on the aforesaid public road to Carmichael, adjoining the Henry G. McClyment's farm of said Helen A. DeS. Conavarro and the land of Mrs. James Sylvester (nee Davidson); a fuller description of the land which is included in the intended purchase being set forth in a certificate of survey thereof filed on this date as "Exhibit A" in the trust estate of Hiram G.Dudley; and the purchase price offered therefor being the amount of twenty-four hundred dollars, one-third of the said purchase price to be paid to your petitioners and two-thirds to be paid to the trustees of Hiram G. Dudley, upon the ratification by this Court of the acceptance of said offer to purchase.

3 - That the creators of the two above mentioned trust estates duly authorized and empowered the trustees of the several trust estates to make sales thereof or any part or parts thereof and, as said trusts are now under jurisdiction of this Court, it is now the desire of your petitioners that the sale be made of said forty acres of land, more or less, at and for the aforesaid price of twenty-four hundred dollars and that conveyance thereof to the purchaser be made upon payment of the purchase money therefor.

4 - That, due to the general fall or depression in the income from most farm lands and to changed farming conditions your petitioners have been unable to make more than very slight or limited expenditures upon building and improvements upon said farm or tract of land and it is now highly desirable that this part of the said farm be disposed of at the price offered therefor; which price your petitioners consider ample and sufficient therefor, due to its location with reference to the remainder of the original tract of land.

5 - That improvements and betterments in contemplation for the farm are, in the best judgment of your petitioners, both desirable and necessary in order that a suitable tenant for the farm may be held or a new tenant obtained, and it will be to the interest and advantage of the trust estates that the above mentioned offer be accepted in behalf of the trust estate and that the purchase money therefrom be ordered to be expended by the trustees in the purchase of materials and in the employment of labor necessary for the reconstruction of or permanent repairs to the present buildings upon the remainder of the farm or in the construction of suitable new farm buildings thereon.

6 - That all of the petitioners are beneficiaries in the trust estate and it is their desire that the sale be made and that the purchase price when received be expended for the purpose above indicated.

Your Petitioners, therefore, hereby report and submit to this Honorable Court the above description of the land desired to be sold and purchased as above indicated, and they pray:

a - That the Court may by its order authorize, ratify and confirm the acceptance by the trustees of the aforesaid offer to purchase at the price and upon the terms mentioned.

b - That the trustees may be directed to accept the said purchase price mentioned in their petition and, upon payment thereof to them, they be directed to convey to the purchaser by good and sufficient deed, the land sold and as described in "Exhibit A" herewith filed.

c - And that the trustees may be authorized and empowered, upon receipt of their respective proportions of the purchase money aforesaid, to expend the same in making

the repairs, betterments and improvements to buildings upon the remaining part of the tract of land or farm and shall report to this Court the amount of their expenditures with a synopsis of the buildings erected or repaired.

Respectfully submitted,

Frank S. Dudley

Mary D. Ives

Ethel D. Eareckson

STATE OF MARYLAND, to wit:

I hereby certify that on this first day of Aug. in the year 1935, before the subscriber, a Notary Public of the State of Maryland resident in Balto. City, personally appeared Frank S. Dudley, one of the petitioners above named, and made oath in due form of law that the matters and things stated in the aforegoing report of sale and petition are true to the best of his knowledge and belief and that the sale therein was fairly made.

(SEAL PLACE)

C. Howard Starr
Notary Public

ORDER

The aforegoing Report and Petition, together with the exhibit and affidavit accompanying the same, having been read and considered, It is, thereupon, this Second day of August in the year 1935, adjudged, ordered and decreed by , Judge of the Circuit Court of Baltimore City, that the aforegoing offer to purchase be accepted and that the sale, when consummated by the trustees upon the terms mentioned in the petition, be and the same is hereby ratified and confirmed; and it is further ordered that, upon payment of the entire purchase money, and not before, the trustees are directed to convey to the purchaser the real estate described in the exhibit accompanying the petition and therein mentioned and described; And it is further ordered and directed that, when said sale is consummated and the purchase money is payed, the same shall be expended for the purposes mentioned in the report and petition and, upon completion of the repairs, rebuilding or replacements as prayed for, the trustees shall report to this Court the manner and amount of their expenditures with a short description of the buildings erected, repaired or rebuilt and to whom the money was paid.

Eugene O'Dunne

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 Petition and Orderof Court now on file in this office in the cause therein entitled as above.

(SEAL'S PLACE)

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT THIS 10th day of May A.D. 1956

HENRY J. RIPPERGER
Clerk

::

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

CAUSE NO. 4022

WILLIAM F. PODLICH Attorney Named in Mortgage 301 Baltimore Life Building Baltimore 1, Maryland	:	In the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
-vs-	:	IN EQUITY NO. 4022
ROBERT KIRKLEY Stevensville, Maryland	:	

TO THOMAS SORDEN PIPPIN, CLERK:

MR. CLERK:

You will docket suit for the foreclosure of the mortgage from Robert Kirkley to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated May 19, 1954, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 16, Folio 86, default having occurred in the terms and provisions of said mortgage, and you will file in said cause the original mortgage above referred to, marked "Attorney's Exhibit No. 1"

WILLIAM F. PODLICH
(William F. Podlich) Attorney Named in Mortgage

Filed Dec. 23, 1955

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

THIS IS TO CERTIFY that on this 21st day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William F. Podlich, Attorney Named in Mortgage, and made oath in due form of law that, after diligent inquiry, it has been found that Robert Kirkley, of Stevensville, Maryland, the owner of the real estate mentioned in the mortgage hereinabove referred to, is not now in the Military Service of the United States of America, as defined by the Soldiers and Sailors Relief Act of 1940, nor Chapter 710 of the Laws of Maryland, 1941, nor has he been in such service within three months prior hereto.

WITNESS my hand and Notarial Seal.

Notary Public Seal.

ELSIE CURTIS
(Notary Public)
Elsie Curtis

RECEIVED FOR RECORD May 26, 1954 LIBER 16 PAGE 86

Form No. 1 City or County Fee or Leasehold

ATTORNEY'S EXHIBIT NUMBER ONE.

THIS MORTGAGE, made this 19th day of May, in the year one thousand nine hundred and fifty-four, between Robert Kirkley, unmarried, of Queen Anne's County, in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said Robert Kirkley, the sum of Twenty-nine Thousand Five Hundred - ($29,500.00)------dollars a part thereof being the balance of the purchase money for the Property herein lastly described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of six (6%) per cent per annum, in the manner following:

By the payment of Two Hundred Forty-eight and 95/100 - ($248.95) dollars on or before the twentieth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

This loan may be prepaid, in whole or in part, and when, in any one month, during the term of this mortgage, the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent

to the granting of said advance.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Robert Kirkley do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all those 10 lots of ground and premises situate and lying in 4th Elec. Dist. Queen Anne's County, Kent Island, State of Maryland, and

BEING known, shown and designated as Lots Numbered One (1), Two(s), Three(3), Four (4) and Five (5) in Block P, and Lots Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24) in Block A, all as shown on a plat entitled "Revision of Blocks "A" and "P", Second Section, Kent Island Estates," dated May, 1954, prepared by W. E. Woodford, Jr., Surveyor, and recorded or intended to be recorded prior hereto, along with a Deed and Agreement, dated the 19th day of May, 1954, between The Romancoke Holding Company, a body corporate, Robert Kirkley, and Aurora Federal Savings and Loan Association, a body corporate.

Title to the aforementioned lots numbered 1,2,3, 4 and 5, Block P, was originally conveyed by The Romancoke Holding Company to Charles Waskins and Robert Kirkley, as tenants in common, by a deed dated November 5, 1952, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 7, folio 434; and by deed dated February 17, 1953, and recorded among said Land Records in Liber TSP No. 9, folio 429, the interest of the aforementioned Charles Waskins was granted and conveyed unto said Robert Kirkley.

Title to the aforementioned lots numbered 20,21,22,23, and 24 in Block A, as shown on the aforementioned plat, was conveyed by The Romancoke Holding Company to the said Robert Kirkley by deed dated of even date herewith and recorded, or intended to be recorded among the Land Records of Queen Anne's County prior hereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever subject, however, to the legal operation and effect of the restrictions, conditions, covenants and agreements set out and mentioned in a deed from The Partners Holding Company, a body corporate, to The Romancoke Holding Company, a body corporate, dated June 23, 1950, and recorded among the Land Records of Queen Anne's County in Liber NBW No. 6, folio 445.

If,however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said Mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may berequired by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, asherein provided.

VI. To pay all ground rent (if any) taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the 20th day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish, the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foredosure may be filed.

VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s) by voluntary or in-

voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the aforegoing covenants for twenty days.

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (thesale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the 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; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal interest costs, attorneys' fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she or they will warrant specially the said property and that he, she or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Witness the hand(s) and seal(s) of said said Mortgagor(s).

WITNESS:
CATHERINE W. McCANN
Catherine W. McCann

ROBERT KIRKLEY (SEAL)
(Robert Kirkley)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 19th day of May in the year one thousand nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Robert Kirkley, the mortgagor(s), named in theaforegoing mortgage and he, acknowledged said mortgage to be his act.

At the same time also appeared, John L. Fisher, President of Aurora Federal Savings and Loan Association, a body incorporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

My commission expires on May 2, 1955.

CATHERINE W. McCANN
Notary Public
Catherine W.McCann

Notary Public Seal.

Certified Copy of Bond
Filed Feb. 9, 1956

Queen Anne's County, to wit: Be it remembered that on this Ninth day of February in the year nineteen hundred and fifty six, the following Bond was filed for record, to wit:-

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY (In Equity)

STATE OF MARYLAND

William F. Podlich Attorney named in Mortgage vs Robert Kirkley	)	Bond of Attorney To Sell

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Baltimore Life Building, Baltimore 1, Maryland, as Principal, and the United States Fidelity and Guaranty Company, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty Thousand and 00/100 Dollars ($20,000.00), 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, successorsor assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd day of February, in the year of our seals and dated this 3rd day of February, in the year of our Lord, nineteen hundred and fifty-six.

WHEREAS, the above bounden William F. Podlich by virtue of the power contained in a mortgage from Robert Kirkley to Aurora Federal Savings and Loan Association bearing date the 19th day of May, 1954 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 16 Folio 86 and William F. Podlich is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich 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

WILLIAM F. PODLICH (SEAL)
William F. Podlich

ELSIE CURTIS

UNITED STATES FIDELITY AND GUARANTY COMPANY

By HOWARD J. McNAMARA
Howard J. McNamara
Attorney in fact. Corporate Seal.

And at the foot of the aforegoing Bond is the following endorsement, to wit:-

Security approved and Bond filed Feb. 9, 1956.

T. SORDEN PIPPIN, Clerk.

Certified copy of Power of Attorney is attached to the aforegoing Bond.

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

This is to certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 130 and etc., a Bond Record Book for Queen Anne's County.

Clerk's Seal.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Ninth day of Febraury, in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

WILLIAM F. PODLICH, Attorney named in Mortgage, vs. ROBERT KIRKLEY	: : : : ::::	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, In Equity. No. 4022

Statement of the mortgage claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage made to it by ROBERT KIRKLEY, dated May 19, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 16, folio 86, etc.

Original Loan	$29,500.00
Amount repaid	1,359.15
Loan Balance	$28,140.85
Interest to 2/10/56	956.24
	$29,097.09
Credit expense account	154.50
	$28,942.59

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By DWIGHT F. BRUNK,
Dwight F. Brunk, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of February, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, and made oath in due form of law that the aforegoing is a true statement of the amount due to the said body corporate on its mortgage claim described in the aforegoing statement of mortgage claim, and that said body corporate has not received any security or satisfaction thereof, other than the deed of mortgage in said statement mentioned.

IN TESTIMONY WHEREOF, Witness my hand and Notarial Seal this day of February, 1956.

Notary
Public
Seal.

ELSIE CURTIS
Elsie Curtis - Notary Public

Filed Feb. 9, 1956

WILLIAM F. PODLICH, Solicitor
301 Baltimore Life Building
Baltimore 1, Maryland

ATTORNEY'S SALE
OF
REAL ESTATE
Situated in the
SECOND SECTION OF KENT
ISLAND ESTATES
IN
QUEEN ANNE'S COUNTY,
MARYLAND.

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage dated May 19, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 16, Folio 86, from Robert Kirkley to Aurora Federal Savings and Loan Association, the said mortgage being now in default, will offer at public sale to the highest bidder, in front the the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Firday, Feb. 10th, 1956 at 1:30 o'clock p.m. all the following described real estate to wit:

ALL those ten lots or parcels of land, with the improvements thereon erected, situate on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, and being known, shown and designated as Lots Numbered One (1), Two (2), three (3), Four (4) and Five (5), in Block P, and Lots Twenty (2), Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24) in Block A, all as shown on the Plat entitled "Revision of Blocks "A" and "P", Second Section, Kent Island Estates," dated May, 1954, prepared by W. E. Woodford, Jr., Surveyor, and recorded along with a Deed and Agreement, dated the 19th day of May, 1954, between The Romancoke Holding Company, a body corporate, Robert Kirkley, and Aurora Federal Savings and Loan Association, a body corporate,

The above described property will be sold subject to the legal operation and effect of the restrictions, conditions and covenants contained and set out in a Deed from The Partners Holding Company to The Romancoke Holding Company, dated June 23, 1950, and recorded among the Land Records of Queen Anne's County in Liber N.B.W., No. 6, Folio 445.

Improved by a three-story brick dwelling.

TERMS OF SALE: CASH upon ratification of sale by the Circuit Court for Queen Anne's County, in Equity.

All taxes and other public dues and charges are to be adjusted to date of sale.

A Cash deposit of $1000.00 will be required of the purchaser on the day of sale, balance of purchase price to bear interest at 6% from day of sale.

WILLIAM F. PODLICH
Attorney named in Mortgage

Ross Rhodes, Auct.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., February 20, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby cer-

tify that the Attorney's Sale of Readl Estate in the case of Aurora Federal Vs Robert Kirkley 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 February, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 19th day of January 1956, and the last insertion on the 9th day of February, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By Shirley L. Kinnear

Filed Feb. 20, 1956

Report of Sale
Filed Feb. 20, 1956

WILLIAM F. PODLICH, ATTORNEY NAMED IN MORTGAGE	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
ROBERT KIRKLEY	:	QUEEN ANNE'S COUNTY
		In Equity No. 4022

* * * * * * * * * *

REPORT OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Default having occurred in the terms of the mortgage from Robert Kirkley to Aurora Federal Savings and Loan Association, dated May 19, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 16, Folio 86, the undersigned Attorney named in said mortgage, having authority to exercise the power of sale in case of default, after docketing suit for foreclosure and filing in this cause a military affidavit as to the defendant, and after advertising the mortgaged premises for sale in accordance with the annexed certificate of advertisement in the Queen Anne's Record-Observer for more than twenty (20) days prior to the day of sale, and after filing, in this cause a bond in the penalty of Twenty Thousand ($20,000.00) Dollars, with surety duly approved by the Clerk of this Court, did attend in front of the Court House door in the Town of Centerville, Queen Anne's County on Friday, February 10th, 1956, at 1:30 o'clock P.M. (E.S.T.) and after having the Auctioneer cry the sale for a considerable time, and after reading the advertisment of sale, did sell the mortgaged property to Aurora Federal Savings and Loan Association, it being then and there the highest bidder therefore, at and for the sum of Twenty-eight Thousand ($28,000.00) Dollars, upon the terms mentioned in said advertisement.

The purchaser has paid One Thousand ($1,000.00) Dollars of the purchase money and your attorney believes that it will pay the balance of the purchase money and comply with the terms of the sale upon ratification of the sale by the Court.

The report states the amount of sales to be Twenty-eight Thousand ($28,000.00) Dollars.

Respectfully submitted,

WILLIAM F. PODLICH
(William F. Podlich) Attorney
named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, on this 17th day of February, 1956, before me, the undersigned officer, a Notary Public of the State and City aforesaid, personally appeared William F. Podlich, Attorney named in Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report are true to the best of his knowledge and belief, and that the sale was fairly made.

IN TESTIMONY WHEREOF, WITNESS my hand and Notarial Seal.

Notary
Public
Seal

ELSIE CURTIS
(Notary Public
ELSIE CURTIS

Filed Feb. 20, 1956

Order Nisi
Filed Feb. 20, 1956

N I S I

William F. Podlich,
Attorney named in mortgage,

VS.

Robert Kirkley

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4022

ORDERED, this 20th. day of February, 1956, that the sale of real estate made and reported in this cause by William F. Podlich, Attorney named in Mortgage, be ratified and confirmed, on or after the 23rd. day of March next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 1st. day of March 1956, and ending on the 15th. day of March.1956.

The report states the amount of sales to be $28,000.00.

T. SORDEN PIPPIN Clerk

Filed Feb. 20, 1956

NISI

William F. Podlich,
Attorney named in mortgage

vs.

Robert Kirkley

In The Circuit Court For

Queen Anne's County

in Equity

No. 4022

ORDERED, this 20th day of February, 1956, that the sale of real estate made and reported in this cause by William F. Podlich, Attorney named in Mortgage, be ratified and confirmed, on or after the 23rd day of March, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 1st day of March, 1956, and ending on the 15th day of March, 1956.

The report states the amount of sales to be $28,000.00.

T. SORDEN PIPPIN, Clerk

Filed: Feb. 20, 1956
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 29, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of William F. Podlich, attorney named in mortgage vs. Robert Kirkley 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 23rd day of March 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 1st day of March 1956, and the last insertion on the 15th day of March, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Mar. 29, 1956

Final Order of Ratification
Filed March 31, 1956

WILLIAM F. PODLICH
Attorney named in Mortgage

vs.

ROBERT KIRKLEY

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4022

FINAL ORDER OF RATIFICATION

ORDERED, this 31st day of March, 1956, 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 F. Podlich, Attorney named in the Mortgage, and reported in this cause, be and the same is hereby finally ratified and confirmed, no cause tothe contrary having been shown, although notice appears to have been given as required by the Order Nisi heretofore passed in this cause, and said William F. Podlich

Attorney named in the Mortgage, is allowed the usual commissions upon the sale of real estate in foreclosure proceedings and for all expenses, not personal, upon producing vouchers therefore to the Auditor.

Wm. R. HORNEY
Judge

Filed March 31, 1956

AUDIT
Filed April 9, 1956.

William F. Podlich,
Attorney named in Mortgage

vs.

Robert Kirkley

In The Circuit Court For

Queen Anne's County In

Equity No. 4022

To The Honorable, The Judges of said Court:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of William F. Podlich, Attorney named in Mortgage (and vendor) in this foreclosure proceeding; wherein it appears that there is a deficiency in that proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due on the mortgage. The mortgagedeficinency appears to be in the sum of $2228.58.

2. That in the within account, the vendor is charged with the proceeds of sale and interest which accrued on the unpaid balance of the purchase price, and allowed thereafter the following expenses of sale: court costs, bond premium, auctioneer's charges, the costs of advertising notice of sale, of advertising the nisi of sale and the costs of publishing the nisi to this audit, the vendor's share of 1956 taxes on the real estate sold in this cause, his commissions and fee for making sale in accordance with the terms of the mortgage, and the fee of your auditor for stating this account; and the balance of said proceeds, your auditor directed that they be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J. THOMAS CLARK
J. Thomas Clark, Auditor

April 9, 1956.

Cause No. 4022

The proceeds of the sale of real estate reported in this cause, in account with William F. Podlich, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1956 Feb. 10	By gross proceeds of the sale of said land, per report of said vendor, to wit:.....	$28,000.00
	By interest on unpaid balance of purchase price for 1 month and 22 days at legal rate, per terms of sale and vendor's settlement statement, to wit:.....	234.00
	By total proceeds of said sale, to wit:.....	$28,234.00

Dr.

To William F. Podlich, Attorney named in Mortgage (and vendor), per terms of mortgage, as follows, to wit: 1-His fee for his services.....$35.00 2-His commissions for making sale 1174.36		$1209.36
To do., for court costs of this cause, per clerk's receipt for the same exhibited, to wit: Costs of T. Sorden Pippin,Clerk...$28.25 Appearance fee of William F. Podlich, Attorney..... 10.00		38.25
To do., for an amount paid Bland, Dugan & McMillan, Inc., Agent, for the premium on the corporate surety bond filed in this cause,per receipt for the same exhibited, to wit:.....		80.00
To do., for an amount paid Ross Rhodes, auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:		25.00
To do., for amount paid Queen Anne's Record-Observer, per their receipts for same exhibited, as follows, to wit:		

1-To Costs of advertising sale.....$49.50
2-To costs of publishing nisi ofsale... 9.00
3-To costs of publishing nisi of audit. 7.50 66.00

To do., for an amount paid Charles E. Anthony, Sr., Treasurer, for the vendor share of state and county 1956 taxes now due on the real estate sold in this cause, per receipt exhibited and vendor's settlement statement, to wit:.....29.38

J. THOMAS CLARK
Auditor

April 9, 1956

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 72.00

To Aurora Federal Savings and Loan association, as a partial payment on the indebtedness due it under terms of the mortgage of $28942.59, per statement of mortgage indebtedness filed in this cause, the sum of.....26714.01

$28234.00 $28,234.00

J. THOMAS CLARK
Auditor

April 9, 1956

Filed April 13, 1956

NISI RATIFICATION OF AUDIT
Filed April 13, 1956

NISI RATIFICATION OF AUDIT

William F. Podlich, Attorney named in mortgage,	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
	IN EQUITY
Robert Kirkley	CAUSE NO. 4022

ORDERED, This 13th. day of April in the year nineteen hundred and fifty six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th. day of May, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 4th. day of May, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed April 13, 1956

NISI RATIFICATION OF AUDIT

William F. Podlich, Attorney named in Mortgage,	In the Circuit Court for
vs.	Queen Anne's County
	in Equity
Robert Kirkley	Cause No. 4022

ORDERED, This 13th day of April, in the year nineteen hundred and fifty-six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of May, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 4th day of May, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed April 13, 1956
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 5, 1956

THE QUEEN ANNE'S RECORD ANDOBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case/estate of William F. Podlich vs. Robert Kirkley 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 4th day of May, 1956, and that the first insertion of said advertisement in said QUEEN ANNEIS RECORD-OBSERVER was on the 19th day of April 1956, and the last insertion on the 26th day of April, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By MARY L. CRONSHAW

Filed June 5, 1956

FINAL ORDER OF RATIFICATION

ORDERED this 5th day of June, 1956, that the Report andAccount filed in these proceedings by J. Thomas Clark, Auditor, be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although notice appears to have been given as required by the preceding Order Nisi; and the Attorney named in Mortgage is directed to apply the proceeds of sale accordingly.

Wm. R. HORNEY
Judge

Filed June 5, 1956

::
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 January in the year nineteen hundred and fifty six, the following Bill of Company was brought to be recorded, to wit:

C A U S E N O. 4025

William Leon Taylor
Centreville, Maryland

Complainant

vs.

Hester Byers
Centreville, Maryland
Sarah Ellis
1255 North Frazier Street
Philadelphia, Pennsylvania
Charles H. Taylor
5734 Sansom Street
Philadelphia, Pennsylvania
Edward J. Taylor
2309 Carpenter Street
Philadelphia, Pennsylvania
Elizabeth Taylor
2309 Carpenter Street
Philadelphia, Pennsylvania
Clayton Taylor
Centreville, Maryland
Mildred Brown
Centreville, Maryland
Edna Hollis
Centreville, Maryland
Randolph Hollis
Centreville, Maryland
Eva Hollis
114-11-178 Place
St. Albana, New York
Marcella Hollis
114-11-178 Place
St. Albana,New York
Elizabeth H. Barboza
114-11-178 Place
St. Albana, New York
Helen Hollis
Philadelphia, Pennsylvania
Lena Woodland
Centreville, Maryland
Anna M. Downes
737 South 19th Street
Philadelphia, Pennsylvania
Eliza Downes
737 South 19th Street
Philadelphia, Pennsylvania
John Downes
119 Railroad Avenue
Wilmington, Delaware
Fannie Neal
419 Sherman Street
Wilmington, Delaware
Henry Downes
Centreville, Maryland
William Downes, Jr.
Centreville, Maryland
Susie Rozier
Centreville, Maryland
Melton Downes
addressunknown
James Downes
address unknown
Edna C. Yates
Centreville, Maryland
J. Grant Yates, Jr.
Centreville, Maryland
Linwood C. Yates
Centreville, Maryland
Administrators of the
Estate of J. Grant Yates,
deceased, mortgagee, AND
ALL PERSONS HAVING OR
CLAIMING TO HAVE ANY
INTEREST IN THE PROPERTY
IN THE TOWN OF CENTREVILLE,
MARYLAND, THIRD ELECTION DISTRICT
OF QUEEN ANNE'S COUNTY, DESCRIBED
AS ALLTHAT PARCEL OF LAND OR
PREMISES LOCATED ON SOUTH COMMERCE
STREET IN SAID TOWN ADJOINING THE LANDS
OF LILLIAN TRUSTY, AND ASSESSED TO JOHN
TAYLOR AND THE UNKNOWN OWNER OF THE

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CAUSE NO. 4025

AFORESAID PROPERTY, HIS
HEIRS, DEVISEES, AND PERSONAL
REPRESENTATIVES AND THEIR OR
ANY OF THEIR HEIRS, DEVISEES,
EXECUTORS, ADMINISTRATORS,
GRANTEES, ASSIGNS, OR SUCCESSORS
IN RIGHT, TITLE AND INTEREST.

Defendants

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

(1) That on the 14th day of December, 1954 at a Public Tax Sale held in front of the Court House, Centreville, Maryland, one William Leon Taylor being then and there the highest bidder for the hereinafter described land, was issued by the Town Clerk and Collector of taxes of the Town of Centreville, a Certificate of Sale, which is filed herewith as a part hereof and marked Complainant's Exhibit "A".

(2) That the land so purchased is described in substantially the same form as the description appearing on the Collector's Tax Roll, as follows, "All that property in the Town of Centreville, Maryland, Third Election District of Queen Anne's County described as all that parcel of land or premises located on South Commerce Street in said town adjoining the lands of Lillian Trusty and assessed to John Taylor."

(3) That according to the best information obtainable the aforesaid property is vested in the abovementioned Defendants, to whome the same descended upon the death of John Taylor, intestate, in the year 1953; the said John Taylor having acquired said property by deed from J.H.C. Legg, Trustee, by deed dated February 9, 1924, recorded March 10, 1924, in Liber B.H.T. No. 1, Folio 373, a Land Record Book of Queen Anne's County aforesaid.

(4) That said property has not been redeemed by any parties in interest, although more than a year and a day from the date of sale has expired.

(5) That Two Hundred Sixty-Eight Dollars and Twelve Cents ($268.12) is the amount necessary for the redemption of said lot or parcel of land.

TO THE END THEREFORE

(1) That this Honorable Court may pass a final decree foreclosing all rights of redemption of the Defendants in and to the property above-mentioned and described.

(2) 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 following persons who are non-residents of the State of Maryland and do not reside herein. Sarah Ellis, 1255 North Frazier Street, Philadelphia, Pennsylvania, Charles H. Taylor, 5734 Sansom Street, Philadelphia, Pennsylvania, Edward J. Taylor, 2309 Carpenter Street, Philadelphia, Pennsylvania, Elizabeth Taylor, 2309 Carpenter Street, Philadelphia, Pennsylvania, Eva Hollis, Marcella Hollis and Elizabeth H. Barboza, all of 114-11-178 Place, St. Albana, New York, Helen Hollis, Philadelphia, Pennsylvania, Anna M. Downes and Eliza Downes both of 737 South 19th Street, Philadelphia, Pennsylvania, John Downes, 119 Railroad Avenue, Wilmington, Delaware, Fannie Neal, 419 Sherman Street, Wilmington, Delaware, Melton Downes and James Downes addresses are unknown but who are believed to be non-residents of the State of Maryland. And to all persons having or claiming to have any interest in the property in the Town of Centreville, Maryland, Third Election District of Queen Anne's County, described as all that parcel of land or premises located on South Commerce Street in said town adjoining the lands of Lillian Trusty, and assessed to John Taylor, and the unknown owner of the aforesaid property, his heirs, devisees, and personal representatives, and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors in right, title and interest, of the object and substance of this Bill, warning them to be and appear in this Court in person or by Solicitor, on or before some certain day to be named therein, to answer this Bill of Complaint or to redeem the property and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

JAMES E. THOMPSON, JR.
James E. Thompson, Jr.
Solicitor for Complainant

Filed Jan. 26, 1956

Complainant's Exhibit "A"
Certificate of Sale

Liber 19 Page 371

RECEIVED FOR RECORD Dec. 10, 1954

I, Robert T. Newell, Town Clerk and Collector of Taxes of the Town of Centreville, Maryland, hereby certify that on the 10th day of December, 1954, I sold to LEON TAYLOR, at public auction for the sum of Seven hundred seventy five dollars and no cents ($775.00), of which Seventy two dollars and twenty nine cents ($72.29) has been paid, the property in the Town of Centreville, Maryland, Third Election District of Queen Anne's County described as all that parcel of land premises located on South Commerce Street in said Town adjoining the lands of Lillian Trusty, and assessed to JOHN TAYLOR.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent (6%) per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After December 11th, 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

WITNESS my hand and seal, this 10th day of December, 1954.

ROBERT T. NEWELL
Robert T. Newell
Town Clerk and Collector of Taxes
of the Town of Centreville

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

I HEREBY CERTIFY, that on this 10th day of December, 1954 before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared ROBERT T. NEWELL, Town Clerk and Collector of Taxes of the Town of Centreville, and acknowledged the foregoing Certificate of Sale to be his official act.

WITNESS my hand and notarial seal.

KATHERINE C. O'NEAL

Notary
Public
Seal.

Filed Jan. 25, 1956

Complainant's Exhibit "B"
Affidavit of Title Search
Filed Jan. 26, 1956

COMPLAINANT'S EXHIBIT "B"

AFFIDAVIT OF TITLE SEARCH

THIS IS TO CERTIFY that I have examined the title to all that property in the Town of Centreville, Maryland, Third Election District of Queen Anne's County, described as all that parcel of land and premises located on South Commerce Street in said Town adjoining the lands of Lillian Trusty, and assed to John Taylor for a period of at least forty-one years, that is to say, from March 17, 1884 to January 25, 1956, and that, in my opinion, the fee simple title, according to the land records of Queen Anne's County, was vested in John Taylor by deed dated January 9, 1924, recorded March 10, 1924, in Liber B.H.T. No. 1, Folio 373, a Land Record Book for Queen Anne's County, subject to an unreleased mortgage dated December 23, 1935 and recorded December 27, 1935 from the said John Taylor to J. Grant Yates to secure the re-payment of One hundred and fifty dollars ($150.00). That J. Grant Yates has departed this life; that Edna C. Yates, J. Grant Yates, Jr., and Linwood C. Yates were duly appointed Administrators of his estate.

That the records in the office of the Clerk of Court and Register of Wills of Queen Anne's County reveal no further instruments affecting the title to the aforesaid property. That William Leon Taylor an heir at law of the said John Taylor offered the following facts regarding the ownership of the herein described real estate: That the said John Taylor departed this life in the year 1953 without having married and without leaving issue, leaving surviving him the following heirs at law: Hester Byers, Centreville, Maryland, Sister, Sarah Ellis, 1255 North Frazier Street, Philadelphia, Pennsylvania, Sister and the following nephews and nieces who are children of brothers and sisters of John Taylor who predeceased the said John Taylor; William Leon Taylor, Centreville, Maryland, Charles H. Taylor, 5734 Sansom Street, Philadelphia, Pennsylvania, Edward J. Taylor, 2309 Carpenter Street, Philadelphia, Pennsylvania, Elizabeth Taylor 2309 Carpenter Street, Philadelphia, Pennsylvania, Clayton Taylor, Centreville, Maryland, Mildred Brown, Centreville, Maryland, Edna Hollis, Centreville, Maryland, Randol ph Hollis, Centreville, Maryland, Eva Hollis, Marcella Hollis and Elizabeth H. Barboza, all of 114-11-178 place, St. Albana, New York, Helen Hollis, Philadelphia, Pennsylvania, Lena Woodland, Centreville, Maryland, Anna M. Downes and Eliza Downes both of 737 South 19th Street, Philadelphia, Pennsylvania, John Downes 119 Railroad Avenue, Wilmington, Delaware, Fannie Neal, 419 Sherman Street, Wilmington, Delaware, Henry Downes, Centreville, Maryland, William Downes, Jr., Centreville, Maryland, Susie Rozier, Centreville, Maryland and Melton Downes, James Downes, addresses unknown.

That your affiant has neither learned nor knows of any other claimants to the aforesaid property except the said aforementioned heirs of John Taylor.

Given under my hand and seal this 26th day of January, 1956.

JAMES E. THOMPSON JR. (SEAL)
James E. Thompson, Jr.

Subscribed and sworn to before me this 26th day of January, 1956.

HELEN E. PARDEE
Notary Public

Notary
Public
Seal.

Order of Publication
Filed Jan. 27, 1956

JAMES E. THOMPSON, JR., SOLICITOR

ORDER OF PUBLICATION

William Leon Taylor Centreville, Maryland Complainant vs. Hester Byers, Centreville, Maryland; Sarah Ellis, 1255 North Frazier Street, Philadelphia, Pa.; Charles H. Taylor, 5734 Sansom Street, Philadelphia, Pa.; Edward J. Taylor, 2309 Carpenter Street, Philadelphia, Pa.; Elizabeth Taylor, 2309 Carpenter Street, Philadelphia, Pa.; Clayton Taylor, Centreville, Maryland; Mildred Brown, Centreville, Maryland; Edna Hollis, Centreville, Maryland; Randolph Hollis, Centreville, Maryland; Eva Hollis, 114-11-178 Place, St. Albana, N.Y.; Marcella Hillis, 114-11-178 Place, St. Albana, N.Y.; Elizabeth H. Barboza, 114-11-178 Place, St. Albana, N.Y.; Helen Hollis, Philadelphia, Pa.; Lena Woodland, Centreville, Maryland; Anna M. Downes, 737 South 19th Street, Philadelphia, Pa.; Eliza Downes, 737 South 19th Street, Philadelphia, Pa.; John Downes, 119 Railroad Avenue, Wilmington, Del; Fannie Neal, 419 Sherman Street, Wilmington, Del.; Henry Downes, Centreville, Maryland; William Downes, Jr., Centreville, Maryland; Susie Rozier, Centreville, Maryland; Melton Downes, address unknown; James Downes, address unknown; Edna C. Yates, Centreville, Maryland; J. Grant Yates, Jr., Centreville, Maryland; Linwood C. Yates, Centreville, Maryland; Administrators of the Estate of J. Grant Yates, deceased, mortgagee, AND ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY IN THE TOWN OF CENTREVILLE, MARYLAND, THIRD ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, DESCRIBED AS ALL THAT PARCEL OF LAND OR PREMISES LOCATED ON SOUTH COMMERCE STREET IN SAID TOWN ADJOINING THE LANDS OF LILLIAN TRUSTY, AND ASSESSED TO JOHN TAYLOR AND THE UNKNOWN OWNER OF THE AFORESAID PROPERTY, HIS HEIRS, DEVISEES, AND PERSONAL REPRESENTATIVES AND THEIR OR ANY OF THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, GRANTEES, ASSIGNS, OR SUCCESSORS IN RIGHT, TITLE AND INTEREST. Defendants	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CAUSE NO 4025

The object of this proceeding is to secure the forelosure of all rights of redemption in the following property assessed to John Taylor in the Third Election District of Queen Anne's County, Maryland, sold by the Collector of taxes of the Town of Centreville to the Complainant in this proceeding.

"All that property in the Town of Centreville, Maryland, Third Election District of Queen Anne's County described as all that parcel of land or premises located on South Commerce Street in said town adjoining the lands of Lillian Trusty, and assessed to John Taylor."

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON this 27th day of January, 1956 by the Circuit Court for Queen Anne's County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Queen Anne's County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 30th day of March, 1956, and redeem the property assessed to John Taylor and answer the Bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainant a title, free and clear of all encumbrances.

Wm. R. HORNEY
Judge

Filed Jan. 27, 1956

Subpoena
Filed Feb. 3, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO

Edna Hollis
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending March 30, 1956, thereafter cause your answer or other defense to be filed to the complaint of William Leon Taylor, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 23rd. day of January, 1956.

Issued the 27th; day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 30th. day of March, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to her, and leaving copy of subpoena and Bill of Complaint with her this 30th day of January 1956.

ALEXIS M.BUTLER
Sheriff

Subpoena
Filed Feb. 3, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO
Lena Woodland
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending March 30, 1956, thereafter cause your answer or other defense to be filed to the complaint of William Leon Taylor, Centreville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 23rd. day of January, 1956.

Issued the 27th. day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 30th. day of March, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to her and leaving copy of subpoena and Bill of Complaint with her this 30th day of January 1956.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed Feb. 3, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Clerk's Seal.

TO William Downes, Jr.
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending March 30, 1956, thereafter cause your answer or other defense to be filed to the complaint of William Leon Taylor Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 23rd. day of January, 1956.

Issued the 27th. day of January, 1956

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 30th. day of March, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to him and leaving copy of subpoena and bill of complaint with him this 30th day of January 1956.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed Feb. 3, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Hester Byers
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending March 30, 1956, thereafter cause your answer or other defense to be filed to the complaint of William Leon Taylor, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 23rd. day of January, 1956.

Issued the 27th. day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 30th. day of March, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson, Jr.

Address Centreville, Maryland T. SORDEN PIPPIN, Clerk

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to her, and leaving copy of subpoena and bill of complaint with her this 30th day of January 1956.

ALEXIS M. BUTLER

Subpoena
Filed Feb. 3, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place QUEEN ANNE'S COUNTY, TO WIT:

TO Randolph Hollis

Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending March 30, 1956 thereafter cause your answer or other defense to be filed to the complaint of William Leon Taylor, Centreville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 23rd. day of January, 1956.

Issued the 27th. day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 30th. day of March, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to him, and leaving copy of subpoena and bill of complaint with him this 30th day of January, 1956.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed Feb. 4, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Edna C. Yates, Administrator of the Estate of J. Grant Yates, deceased, mortgagee
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending March 30, 1956, thereafter cause your answer or other defense to be filed to the complaint of William Leon Taylor, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, theHonorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 23rd. day of January, 1956.

Issued the 27th. day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 30th. day of March, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

DEFENDANT summoned by reading subpoena to her and leaving copy of subpoena and bill of complaint with her this 3rd day of February, 1956.

ALEXIS M BUTLER
SHERIFF

Subpoena
Filed Feb. 4, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO J. Grant Yates, Jr., Administrator of the Estate of J. Grant Yates, deceased, mortgagee
Centreville, Maryland

GREETING:

We command and enjoin you that you co within the time limited by law, beginning on the first Monday of February next and ending March 30, 1956, thereafter cause your answer or other defense to be filed to the complaint of William Leon Taylor, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 23rd. day of January, 1956.

Issued the 27th. day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 30th. day of March, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to him and leaving copy of subpoena and bill of Complaint with him this 3rd day of February 1956.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed Feb. 4, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Clayton Taylor
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending March 30, 1956, thereafter cause your answer or other defense to be filed to the complaint of William Leon Taylor, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 23rd. day of January, 1956.

Issued the 27th. day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 30th. day of March, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the followind endorsement, to wit:
Defendant summoned by reading subpoena to him and leaving copy of subpoena and bill of complaint with him this 3rd day of February, 1956.

ALEXIS M. BUTLER
SHERIFF

Subpoena
Filed Feb. 4, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Clerk's Seal QUEEN ANNE'S COUNTY, TO WIT:

TO

MILDRED BROWN
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending March 30, 1956, thereafter cause your answer or other defense to be filed to the complaint of William Leon Taylor, Centreville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 23rd. day of January, 1956.

Issued the 27th. day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint, in the Clerk's Office of Queen Anne's County on or before the 30th. day of March, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to her and leaving copy of subpoena and bill of Complaint with her this 3rd day of February, 1956.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed Feb. 4, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Linwood C. Yates, Administrator of the Estate of J. Grant Yates, deceased, mortgagee
Centreville, Maryland

GREETING:

We command and enjoinyou that you do within the time limited by law, beginning on the first Monday of February next and ending March 30, 1956, thereafter cause your answer or other defense to be filed to the complaint of William Leon Taylor, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 23rd day of January, 1956.

Issued the 27th. day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 30th. day of March, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, afinal decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. Sorden Pippin ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to him and leaving copy of subpoena and bill of complaint with him this 3rd day of February 1956.

ALEXIS M. BUTLER Sheriff

Subpoena
Filed Feb. 4, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Susie Rozier
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending March 30, 1956, thereafter cause your answer or other defense to be filed to the complaint of William Leon Taylor, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 23rd. day of January, 1956

Issued the 27th. day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 30th. day of March, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And at the foot of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to her and leaving copy of subpoena and bill of complaint with her this 3rd day of February 1956.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed Feb. 4, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Henry Downes
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending March 30, 1956, thereafter cause or other defense to be filed to the complaint of William Leon Taylor, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 23rd day of January, 1956.

Issued the 27th. day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 30th. day of March, 1956, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, a final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant(s)

Name James E. Thompson, Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to him and leaving copy of subpoena and bill of complaint with him this 3rd day of Febraury 1956.

ALEXIS M. BUTLER

James E. Thompson, Jr., Solicitor

ORDER OF PUBLICATION

William Leon Taylor Centreville, Maryland Complainant vs. Hester Byers, Centreville, Maryland; Sarah Ellis, 1255 North Frazier Street, Philadelphia, Pa.; Charles H. Taylor, 5734 Sansom Street, Philadelphia, Pa.; Edward J. Taylor, 2309 Carpenter Street, Philadelphia, Pa.; Elizabeth Taylor, 2309 Carpenter Street, Philadelphia, Pa.; Clayton Taylor, Centreville, Maryland; Mildred Brown, Centreville, Maryland; Edna Hollis, Centreville, Maryland Randolph Hollis, Centreville, Maryland; Eva Hollis, 114-11-178 Place, St. Albana, N.Y.; Marcella Hollis, 114-11-178 Place, St. Albana, N.Y.; Elizabeth H. Barboza, 114-11-178 Place, St. Albana, N.Y; Helen Hollis, Philadelphia, Pa.; Lena Woodland, Centreville, Maryland; Anna M. Downes, 737 South 19th Street, Philadelphia, Pa.; Eliza Downes, 737 South 19th Street, Philadelphia, Pa.; John Downes, 119 Railroad Avenue, Wilmington, Del.; Fannie Neal, 419 Sherman Street, Wilmington, Del.; Henry Downes, Centreville, Maryland, William Downes, Jr., Centreville, Maryland; Susie Rozier, Centreville, Maryland; Melton Downes, address unknown; James Downes, address unknown; Edna C. Yates, Centreville, Maryland; J. Grant Yates, Jr., Centreville, Maryland; Linwood C. Yates, Centreville, Maryland; administrators of the estate of J. Grant Yates, deceased, mortgagee. AND ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY IN THE TOWN OF CENTREVILLE, MARYLAND, THIRD ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, DESCRIBED AS ALL THAT PARCEL OF LAND OR PREMISES LOCATED ON SOUTH COMMERCE STREET IN SAID TOWN ADJOINING THE LANDS OF LILLIAN TRUSTY, AND ASSESSED TO JOHN TAYLOR AND THE UNKNOWN OWNER OF THE AFORESAID PROPERTY, HIS HEIRS, DEVISEES, AND PERSONAL REPRESENTATIVES AND THEIR OR ANY OF THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, GRANTEES, ASSIGNS, OR SUCCESSORS IN RIGHT, TITLE AND INTEREST. Defendants	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CAUSE NO. 4025

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property assessed to John Taylor in the Third Election District of Queen Anne's County, Maryland, sold by the Collector of taxes of the Town of Centreville to the Complainant inthis proceeding.

"All that property in the Town of Centreville, Maryland, Third Election District of Queen Anne's County, described as all that parcel of land or premises located on South Commerce Street in said town adjoining the lands of Lillian Trusty, and assessed to John Taylor".

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON this 27th day of January, 1956, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Queen Anne's County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 30th day of March, 1956, and redeem the property assesed to John Taylorand answer the Bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Complainant a title, free and clear of all encumbrances.

WM. R. HORNEY, Judge

Filed Jan. 27, 1956
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 31, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Publication in the case/estate of Willim Leon Taylor vs. HesterBeyers 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 23rd day of February, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2n day of February 1956, and the last insertion on the 23rd day of February, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By MARY L. CRONSHAW

Filed March 31, 1956

Decree
Filed April 19, 1956

William Leon Taylor	I	In the Circuit Court for Queen Anne's County-In Equity No. 4025
vs	I	
Hester Byers, et al.	I	

* * * * * * * * *

DECREE

It appearing that the Defendants and all persons claiming through or under them, having been duly summoned or notified by Order of Publication to appear and answer the Bill of Complaint filed in this cause on or before the 30th day of March, 1956, and it further appearing that no such persons have appeared and answered, and this cause having been submitted and the proceedings herein having been read and considered, IT IS THEREUPON, this 18th day of April, 1956, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED AND DECREED that an absolute and indefeasible title, in fee simple, free and clear of all alienations and descents of property occurring prior to this date, and free and clear of all encumbrances thereon, except taxes accruing subsequent to the date of sale, and such public easements, if any, to which the said property is subject, in and to all that lot or parcel of land described in these proceedings, is vested in the Complainant, William Leon Taylor.

AND IT IS FURTHER ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the Town Clerk and Collector of Taxes of the Town of Centreville be and he is hereby directed to execute a deed to William Leon Taylor, in fee simple, in and to all that said lot or parcel of land described in these proceedings, upon payment to the said Collector of the balance of the purchase price, due on account of the purchase price of the said property, together with all taxes and interest and penalties thereon accruing subsequent to the date of sale; said deed to be prepared by the Complainant or his attorney, and all expenses incident to the preparation and execution of said deed to be paid by the Complainant.

Wm. R. HORNEY
Judge

Filed April 19, 1956

::
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 December in the year nineteen hundred and fifty six, the following Billof Complaint was filed for record, to wit:

C A U S E N O. 4018

BARNES LEGG, MARGARET S. SNYDER, FRANK J. NOVAK, ELIZABETH WHITE, MARIAN P. HARDESTY, ZILLAH I. STEVENS, ELIZABETH SATTELMAIER, and RALPH HOYT, All of Stevensville, Maryland, Vestrymen of Christ Church Parish, Stevensville, Maryland, Successor Trustees under Deed of Julianna Blunt, COMPLAINANTS Vs. FELIX V. GOLDSBOROUGH, JR., JESSIE D. GOLDSBOROUGH,his wife, of 3806 St. Paul Street, Baltimore, Maryland, THE REV. HUGH V. CLARY, Stevensville, Maryland THE RT. REV. NOBLE C. POWELL, The Diocesan House, 105 West Monument Street Baltimore-1, Maryland, BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY, A Body Corporate and Politic, Centreville, Maryland, THE UNKNOWN HEIRS of Julianna Seegar, late of Queen Anne's County, Maryland, deceased, T. WORTH JAMISON, JR., 210 Gooddale Road, Homewood, Baltimore Maryland, and CHARLES E. SNYDER and MARGARET STRANGE SNYDER, his wife, Stevensville, Maryland. RESPONDENTS.	IN THE CIRCUIT COURTFOR QUEEN ANNE'S COUNTY IN EQUITY CAUSE NO. 4018

TO THE HONORABLE THE JUDGES OF SAID COURT:

Your Orators complaining say:

1. That they are the duly elected and qualified lay members of the Vestry of Christ Church Parish, located at Stevensville, Queen Anne's County, State of Maryland; and that said Christ Church Parish is, and was on September 15, 1838, the only Parish on Kent Island.

2. That on September 15, 1838, Julianna Blunt executed and delivered to the then lay members of said vestry a Deed of Trust, recorded among the land records of Queen Anne's County in Liber J.T. No. 2, folio 416, of which a certified copy is filed herewith marked Exhibit "A" and prayed to be taken as a part hereof; and that said Deed of Trust was duly sanctioned by the General Assembly of Maryland, in compliance with Article 38 of the Declaration of Rights of the Constitution of Maryland, by the Forty-ninth paragraph of Chapter 627 of the Laws of Maryland passed at the Session held on January 3, 1900 and ended on April 2, 1900.

3. That by virtue of their election and qualification as vestrymen as aforesaid, your orators are the duly qualified successor trustees under the above-mentioned Deed of Trust and are acting as such, outside the supervision of any court.

4. That one of the parcels of real estate conveyed by said Deed of Trust is the parcel of land with the premises, situate on Kent Island Queen Anne's County, Maryland, which as heretofore conveyed by William Carmichael unto John Smith Blunt; and that said parcel of land and premises has come to be known as the "Church Farm", and will be hereinafter referred to as such, and is now bounded on the North by the Thompson Farm of T. Worth Jamison, Jr., on the East by Coxes Creek, on the South by Coxes Creek and Warehouse Creek, and on the West by lands of R. Truitt and Willard Mossman; and that said land has recently been surveyed for your orators by Shew and Bartlett, Engineers, as containing 403.96 acres of land, more or less, as will appear by reference to a survey plat filed herewith and marked Exhibit "B" and prayed to be taken as a part hereof.

5. That the Church Farm is separated from the public road leading from Stevensville to Romancoke by said lands of T. Worth Jamison, Jr. and lands known as the Fred Carter Farm of Charles E. Snyder and Margaret Strange Snyder, his wife, and that a right-of-way for ingress and egress over the said Snyder and Jamison lands from the public road to the Church Farm has been in existence and used for the benefit of the Church Farm openly, continuously, adversely and under a claim of right by your orators and their predecessor trustees under said Deed of Trust, for a period of time in execess of sixty (60) years prior to the filing of this bill of complaint, said way being twenty-five (25) feet in width and having been used as aforesaid for all lawful purposes by all types of vehicles, and being located exactly by saidsurvey.

6. That in the exercise of their duties as trustees as aforesaid, your orators have rented the Church Farm for farming and hunting purposes, and have applied the annual revenues after payment of operating expenses of the trust, to the support

of the minister from time to time of Christ Church Parish; and that the Reverend Hugh V. Clary is the minister of said Parish at the present time.

7. That the net revenues so received have been variable in amount and promise to become less and less dependable in coming years, owing to the fact that the most productive use of land on Kent Island has been rapidly changing from agriculture to small home sites (resulting in a scarcity of capable farmers willing to rent farms either on crop shares or for cash); and also owing to the fact that the farm has no appreciable fencing and many overgrown hedgerows, and is not in the highest state of cultivation.

8. That for the aforesaid reasons, your orators believe and aver that it will be advantageous to all parties interested in the administration of the trust hereinabove mentioned, as well as to all parties interested in the above described real estate, that the said Church Farm be sold for purposes of reinvestment; and that the proceeds of sale be reinvested in securities which would be likely to produce a regular income, subject to the same trusts as is the land itself.

9. That your orators are advised, and aver, that they are entitled to apply to this Honorable Court, in the alternative, for the following forms of relief, in the following order of preference, to wit:

(a) for construction of said Deed of Trust and passage of a decree determining and declaring that they hold the said real estate in a valid, perpetual trust, for ascertainable beneficiaries, with an implied power to sell the same, in fee simple, for reinvestment, under and by the terms of said Deed of Trust, together with said appurtenant easement or right-of-way, in the circumstances detailed in Paragraph No. 7, above, and that such circumstances in fact exist; or

(b) even if they have no power to sell said real estate in fee simple, for the assumption of jurisdiction of their trust by this Honorable Court for the sole purpose of approving and ratifying the sale of said property proposed by the Agreement of Sale hereinafter mentioned, for reinvestment, in the exercise of the general jurisdiction of this Honorable Court over trusts; said trust to continue to be administered, after the ratification of (or refusal to ratify) said sale, outside the jurisdiction of any court; or

(c) even if their trust be not perpetual or for any other reason they be not entitled to the precise relief specified in sub-paragraph "a" or else in sub-paragraph "b" above, for a decree for the sale of the said real estate in fee simple, together with said appurtenant easement or right-of-way, under and by the provisions of Article 16, Section 264 of the Annotated Code of Maryland, 1951 edition, if such sale shall appear to be advantageous to the parties concerned, and that this Honorable Court direct the investment of the net proceeds of sale so as to enure in like manner as by the said Deed of Trust to the use of the same parties who would be entitled to the land sold.

10. That all the persons now in being who are or might be interested in the administration of said trust or in the real estate above described and known as the Church Farm, under any construction of the Deed of Trust are the following respondents: the Reverend Hugh V. Clary, an adult, representing himself and his successors in the office of minister of Churst Church Parish, the Right Reverend Noble C. Powell, an adult, Bishop of the Protestant Episcopal Diocese of Maryland, representing himself and his successors in office as a contingent beneficiary or annuitant; the Board of Education of Queen Anne's County, a body corporate and politic, which is charged by law with the administration of public education in said Parish, as well as throughout Queen Anne's County, Maryland; and the unknown heirs of Julianna Seegar, late of Queen Anne's County, deceased, she being the settlor of said Deed of Trust, having become by marriage Julianna Seegar after the said Deed of Trust, and having departed this life intestate, a resident of Queen Anne's County, Maryland, many years ago, known or believed to have left heirs; but that your orators do not know who said heirs are nor whether they be residents or non-residents of this State. The several life beneficiariesmentioned in said Deed of Trust are all deceased.

11. That your orators, having received a satisfactory offer, have entred into a written Agreement of Sale, subject to the approval and ratification of this honorable Court, for the sale of said Church Farm in fee simple, together with said right-of-way, to Felix V. Goldsborough, Jr. and Jessie D. Goldsbrough, his wife, adult respondents, for the sum of Sixty-five Thousand Dollars ($65,000.00), which your orators deem at least the fair value of the property, and an excellent price for the same, upon the terms and conditions fully set forth in said written Agreement of Sale, which is dated September 12, 1955, one of the originals thereof being filed herewith marked Exhibit "C" and prayed to be taken as a part hereof; and that the Right Reverend Allen J. Miller, Bishop of the Diocese of Easton, and his Standing Committee have approved the proposed sale, in compliance with Section 3 of Canon 6 of the General Conventions of the Protestant Episcopal Church, as is evidenced by their several signatures on said Agreement of Sale.

12. That the said T. Worth Jamison, Jr. acquired said lands lying north of and adjoining the Church Farm, in fee simple, by deed from Richmer Realty Corporation, dated November 2, 1951, and recorded among said land records in Liber T.S.P. No. 3, folio 232; and said lands are unencumbered, so far as is known to your orators, but are subject as aforesaid to the easement of right-of-way mentioned in Paragraph No. 5, above.

13. That the said Charles E. Snyder and Margaret Strange Snyder, his wife, acquired said lands lying between the Jamison lands and the Stevensville-Romancoke public road by deeds from J. Fred Carter, widower, dated November 26, 1949, and recorded among said land records in Liber N.B.W. No. 4, folios 456 and 457, respectively; and said lands are unencumbered, so far as is

known to your orators, but are subject as aforesaid to the easement of right-of-way mentioned in Paragraph No. 5, above.

TO THE END, THEREFORE:

1. That your orators may have the relief specified hereinabove in Paragraph No. 9, in the order of preference therein specified; that, if the relief specified in sub-paragraphs "a" and "b" thereof be denied and that in sub-paragraph "c" be granted, that a Trustee may be appointed by this Honorable Court to sell and convey the hereinabove described property and premises unto said prospective buyers, after the payment in full of the purchase price, and 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; and that any conveyance authorized to be made by said Trustee, or by your orators in the event the relief sought in sub-paragraph "b" be granted, shall be directed to be made by a good and sufficient deed conveying the fee simple title of, in and to said tract of land or farm, together with said appurtenant easement or right-of-way, free, clear and discharged of and from the rights of all the parties to this Bill of Complaint; and

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

MAY IT PLEASE your Honors to grant the order of publication against said unknown heirs of Julianna Seegar and that they be proceeded against as non-residents of the State of Maryland.

AND as in duty bound, etc.,

HOWARD WOOD, 3rd
(Howard Wood, 3rd) Attorney for Complainants

Filed Dec. 12, 1955

"Exhibit A"
Filed Dec. 12, 1955

QUEEN ANN'S COUNTY to wit: Be it remembered that on the seventeenth day of September in the year Eighteen hundred and thirty eight the following Deed of Trust was brought to be recorded to wit.

This Indenture made this fifteenth day of September eighteen hundred and thirty eight between Juliana Blunt of Queen Ann's County and State of Maryland of the one part and Samuel A. Chew, Samuel Thompson, Alexander W. Thompson, Jacob W. Legg, James Winchester, Frederick Sudler, Samuel W. Ringgold and Charles Stevens of the same County and State aforesaid of the other part Witnesseth that the said Julianna Blunt for and in consideration of the sum of ten dollars current money to her in hand paid before the sealing and delivery of these presents by the said Samuel A. Chew, Samuel Thompson, Alexander W. Thompson, Jacob W. Legg, Jamces Winchester, Frederick Sudler, Samuel W. Ringgold and Charles Stevens the receipt whereof she the said Julianna Blunt doth hereby acknowledge hath given granted bargained and sold and by these presents doth give grant bargain and sell unto the said Samuel A. Chew, Samuel Thompson, Alexander W. Thompson, Jacob W. Legg, James Winchester, Frederick Sudler, Samuel W. Ringgold and Charles Stevens they being the vestry of Kent Island Parish in the county aforesaid and their successors forever, all that parcel of land with the premises situate on Kent Island in the county aforesaid which was heretofore conveyed by William Carmichael unto John Smith Blunt as by reference to his deed of record will appear reserving to the heirs of said John Smith Blunt the burial ground on said land forever, also all that parcel of land with the premises heretofore conveyed by Henrietta Maria Blunt to the said John Smith Blunt as by reference to her deed of record will appear; also all the debts which were due and owing to the said John Smith Blunt in his lifetime, she the said Julianna Blunt doth hereby transfer unto the said Vestry and their successors all which property was devised by the said John Smith Blunt to the said Julianna Blunt the income whereof does not exceed the sum of fifteen hundred dollars; To Have Holdand Possess the said real and personal estate above mentioned unto the said Vestry and their successors forever to and for the uses intents and purposes hereinafter mentioned that is to say in trust to permit her the said Julianna Blunt during her natural life to have receive and enjoy the rents and profits of the said real estate and the income of the said personal estate hereby conveyed assigned and transfered as aforesaid unto the said Vestry and their successors without any manner of disturbance or molestation on their part; and further to permit her the said Julianna Blunt to receive, for her own use out of the said personal estate from the first monies collected after the payment of the just debts and funeral expenses of the said John Smith Blunt the sum of one thousand dollars and also the balance of a legacy which was bequeathed unto her the said Julianna Blunt by Thomas C. Barnes deceased and which remains due by the heirs of Thomas C. Barnes (as will appear by his last will) of Queen Ann's County aforesaid; in further trust that if Elizabeth Blunt the sister of the said John Smith Blunt a lunatic should survive the said Julianna Blunt that then and in such case the said Vestry and their successors shall well and truly pay over the rents profits and income of the said real and personal estate herein conveyed, and transferred as aforesaid to the trustee of the said Elizabeth Blunt or to such person as may be legally authorised to receive the same for her use except such sum as is hereinafter reserved for the use and benefit of Maria Baly; in further trust that if Maria Baily a faithful servant of the said John Smith Blunt should survive the said Julianna Blunt then and in such case the said Vestry and their successors shall apply so much of the rents profits and income aforesaid as may be sufficient to provide a comfortable home and support for the said Maria Baly on that part of the real estate hereby conveyed which is situate on Kent Island and is furst herein mentioned in further trust after the death of the said Julianna Blunt to apply the whole of the rents profits and income aforesaid to the support of a minister to be chosen by the said Vestry or their successors to minister in the parish aforesaid exclusively unless the said Elizabeth Blunt and the said Maria Baly or either of them should survive the said Julianna Blunt and in such case the said Vestry andtheir successors to hold the said rentsprofits and income of the

said real and personal estate subject to the trusts hereinbefore created for their benefit; in further trustafter the death of the said Julianna to pay annually the sum of fifty dollars to the Bishops fund of the Maryland Diocese; in further trust that if at any time there should happen to be a vacancy in the Kent Island Parish aforesaid so that the said Vestry or their successors cannot apply the said rents profits and income to the support of a minister as aforesaid that thenand in such case the said vestry and their successors shall appy the same or so much as may be necessary to the erection of a good school house in such place as they shall select and if any balance of the said rents profits and income after the building of such school house shall remain in the hands of the said Vestry or their successors that then and in such case such balance be applied to the payment of a competent teacher to instruct in said school house; in further trust that after the erection of said school house if a vacancy as aforesaid shall occur in the Parish aforesaid by reason of the death or removal of the minister or otherwise then and in such case the whole of the said rents profits and income being or remaining in the hands of the said Vestry or their successor except so much as may be necessary as a reasonable compensation for the services of a competent teacher to instruct in the said school house be invested for the support of a school in said school house; in further trust after the death of the said Julianna Blunt to invest the whole personal fund herein transferred and all the monies that may come to their hands out of estate herein created in ground rents in the City of Baltimore or in such other securities as they the said Vestry or their successors may deem good to be applied subject to the several trusts herein raised and particularly set forth; in further trust that the said Vestry and their successors shall not receive any fee or reward by way of compensation for the several duties arising out of the trusts herein created; and further that they shall not be held accountable for any loss to the estate herein created in them; except what shall result from their gross negligence or misconduct; In witness whereof the said Julianna Blunt hath hereunto subscribed her name and affixed her seal the day and year first herein before written -

Signed sealed and delivered in presence of us)
) JULIANNA BLUNT (SEAL)
Thos. CARTER. THOMAS H. KEMP)

Received on the day of the date of the within Deed of and from the within named Samuel A. Chew, Samuel Thompson, Alexander W. Thompson, Jacob W. Legg, James Winchester, Frederick Sudler, Samuel W. Ringgold and Charles Stevens the sum of ten dollars the money consideration mentioned in said Deed -

Witness Thos. CARTER
THOMAS H. KEMP

JULIANNA BLUNT.

Maryland to wit, Be it remembered that on this fifteenth day of September eighteen hundred and thirty eight personally appears before us the subscribers two of the justices of the peace of the State of Maryland for Queen Ann's County Julianna Blunt the party grantor mentioned in the within deed and acknowledged the said Deed or instrument of writing to be her act and deed and the lands and property therein mentioned and thereby bargained sold and transferred to be the right and estate of the said Samuel A. Chew, Samuel Thompson, Alexander W. Thompson, Jacob W, Legg, James Winchester, Frederick Sudler, Samuel W. Ringgold and Charles Stevens the parties grantees therein mentioned for the uses intents and purposes therein specified and to and for no other use intent or purpose whatsoever, and we justices as aforesaid do certify that we know Julianna Blunt mentioned in the said deed as the party grantor is the same person who hath herein our presence made acknowledgement thereof -

Thos. CARTER
THOMAS H. KEMP.

STATE OF MARYLAND,

County of Queen Anne's, to wit:-

This is to certify that the aforegoing is truly taken and copied from Liber J.T. No. 2, folio 416 and etc., a Land Record Book for Queen Anne's County.

Clerk's Seal

In Testimony whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 14th day of October, in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN Clerk

EXHIBIT "B" Filed Dec. 12, 1955 will be found in Plat Book No. 1, a Plat Book for Queen Anne's County, to wit: Plat Book T.S.P. No. 1, page 35.

"EXHIBIT C"
Filed Dec. 12, 1955

This Agreement of Sale, executed in duplicate, this 12th day of September, 1955, by and between Vestry of Christ Church Parish, a body corporate of the State of Maryland, whose Post Office Address is Stevensville, Kent Island, Queen Anne's County, State of Maryland, hereinafter sometimes called Seller; and Felix V. Goldsborough, Jr. and Jessie D. Goldsborough, his wife, whose Post Office address is No. 3806 St. Paul Street, Baltimore 18, Maryland, hereinafter sometimes called Buyers.

WHEREAS, the Seller is the owner of a tract of land or farm known as "The Church Farm" being, lying and situate on Kent Island, Queen Anne's County, Maryland, aforesaid, bounded on the North by the farm now or formerly owned by Charles Snyder, on the East by part of Snyder's land and a part of the farm now or formerly owned by T. Worth Jamison and bounded by Thompson Creek and Cox's Creek, on the South by Cox's Creek and Warehouse Creek and on the West by Warehouse Creek in part and also in part by the farm now or formerly owned by Willard Mossman; said "Church Farm" containing230 acres of land, more or less, and

WHEREAS, the Seller acquired title of the aforesaid tract of land under and by virtue of a deed dated September 17, 1838, recorded in Queen Anne's County in Liber J.T. No. 2, folio 416, subject, however, to certain trust provisions and limitations therein contained and without a specific power of sale in the grantees in said deed, as trustees, or their successors, and

WHEREAS, this Agreement of Sale contemplates the execution and delivery by the Seller of a good and marketable title, free of all liens, charges and encumbrances, and the Seller has heretofore agreed to institute and conduct, at the Seller's cost and expense, appropriate proceedings at law or in equity in a Court of proper jurisdiction in Queen Anne's County to establish the right of the Seller to make sale of the property hereinbefore described and to execute and deliver unto the Buyers a good and sufficient deed conveying good and marketable title under the Laws of the State of Maryland, and

WHEREAS, the Seller has heretofore agreed to comply with all of the rules, regulations and cannons of the Protestant Episcopal Church, applicable to the Diocese wherein the aforementioned property is located, together with all of the Laws of the State of Maryland, applicable to conveyances by religious organizations and/or corporations either under the General Law of the State of Maryland or under any specific Act of the General Assembly of Maryland under which said Seller may have been organized or under which they are now subject and upon compliance with all such rules, regulations, cannons and laws, the Buyers have heretofore agreed to purchase the aforesaid property, wherefore these presents are executed.

NOW, THEREFORE, WITNESSETH that upon compliance by the Seller with all of the rules, regulations, cannons and laws hereinabove referred to and the securing by said Seller of an appropriate final decree or order of a proper Court of Jurisdiction authorizing said Seller to grant and convey unto the Buyers good and marketable fee simple title in and to the aforementioned parcel of land, said Buyers do herewith agree to purchase said parcel of land at and for the purchase price hereinafter mentioned and subject to only such execptions as are herein contained.

This sale includes conveyance of the aforementioned parcel of land except the burial lot on said property together with all of the buildings and improvements thereupon erected and all and every the rights, roads, ways, waters, privileges, appurtenances and conveyances thereto appertaining and especially includes an indefeasible right of way leading from the aforementioned parcel of land in a northwesterly direction to intersect with Maryland State Highway No. 33 and as now laid out. Said right of way leading from the above described property to Maryland State Route No. 33 together with an accurate description of the aforementioned parcel of land is to be determined from a survey to be made, at the cost and expense of the Seller, by a registered surveyor and an adequate description and survey showing the center line of the aforesaid right of way

At and for the purchase price of $65,000.00 of which the sum of $6,500.00 has been paid by the Buyers to the Real Estate Title Company, Incorporated, Keyser Building, Baltimore 2, Maryland, to be retained by it in escrow for the use of the parties hereto and to be applied on account of the purchase price if and when the Seller is able to deliver a good and sufficient deed subject to the provisions of this Agreement, and the balance of the purchase price, or $58,500.00, to be paid in cash by the Buyers to the Seller at the final consummation of this Agreement and delivery by the Seller of a good and sufficient deed for the aforesaid right of way and said parcel of land to the Buyers.

Taxes and other municipal liens and charges (except such assessments or improvements now in existence) shall be adjusted to the date of delivery of the deed as aforesaidand payment of the balance of the purchase price. Final settlement to be made on or before February 1, 1956 at which time possession of the entire premises shall be delivered by the Seller to the Buyers, free of any right, claim or demand for possession of all or any part of the aforementioned premises by any tenant or other persons now in possession. Pending settlement, the Buyers shall have the right at their own risk, cost and expense, to clean the yeard and grounds surrounding the premises and the right of ingress andeegress to and from the premises.

The Seller reserves the right to remove all crops now growing or stored in, on or about the premises up to the time of final settlement, but not thereafter except with written permission of the Buyers.

IN THE EVENT that the survey of the aforementioned parcel of land, which is to be furnished by the Seller at its cost and expense, shall disclose that the total acreage of said property including marshland, woodland, pastureland and tillable land shall be less than 200 acres, the Buyers may, at their election, resind this Contract provided, however, that the Buyers shall give notice to the Seller, in writing by registered mail, sent to the address of the Seller as hereinabove stated, within fifteen (15) days after receipt by the Buyers of a copy of said survey; wherefore the Buyers shall be entitled to receive from Real Estate Title Company, Incorporated, escrow agent, the amount of the deposit made hereunder.

Immediately upon the execution of this Agreement, the Seller agrees to institute and to diligently prosecute appropriate proceedings in the Circuit Court for Queen Anne's County to secure a judicial interpretation of the aforementioned deed wherein title ofthe property herein described was conveyed to the Seller and to secure, if possible, an Order of the said Court establishing the validity and marketability

of the Seller's title and securing the ratification of this Agreement authorizing the proper parties on behalf of the Seller to execute and deliver a good and sufficient deed to convey the aforesaid property, in fee simple, free of all liens, charges and encumbrances, to the Buyers.

Upon the execution of this Agreement, the Seller agrees to have all existing policies of fire and hazard insurance endorsed to cover the interest of the Buyers and to furnish the Buyers with a copy of such endorsements. Nothing contained in this paragraph shall prevent the Buyers from carrying additional fire and other hazard insurance to protect their interest as Contract Purchasers.

Subject to the passing of a appropriate Order or Decree of the Circuit Court for Queen Anne's County and the furnishing by the Seller of a survey of the aforementioned parcel of land the the right of way connecting therewith with Maryland State Highway No. 33 and upon the happening of both of these events, the Seller agrees to execute and deliver, at the cost and expense of the Buyers and at the time of final payment of the balance of the purchase price by the Buyers, a good and sufficient deed conveying said parcel of land together with the right of way leading to said Highway No. 33, which deed shall contain special warranties, a warranty against encumbrances and a warranty of further assurances. The cost of United States and Maryland documentary stamps together with the cost of title examination, recording of the deed and other incidental expenses in connection with such transfer, shall be borne by the Buyers.

In the event that the Circuit Court for Queen Anne's County shall determine not to pass an Order or Decree declaring the title of the aforesaid parcel of land and the right of way connecting therewith with Maryland State Highway No. 33 to be good and marketable and by the Order of said Court shall further refuse to authorize and direct the proper persons on behalf of the Seller to execute and deliver the deed to the Buyers, then, at the election of the Buyers, they may be notice in writing to the Seller at the address hereinabove mentioned resind this Agreement, whereupon the Buyers shall beentitled to the return of the aforementioned deposit by the Escrow Agent.

The Buyers shall not be required to await the outcome of an appeal from the Circuit Court for Queen Anne's County to the Court of Appeals for Maryland or any other judicial proceedings that would further delay the final consummation of this Agreement except by and with the written consent of the Buyers.

It is understood and agreed by the parties hereto that the Seller shall not be obligation or liable to the payment of any commissions to William H. Lowe, Stevensville, Maryland, the real estate broker negotiating the sale for the Buyers.

The Buyers agree that they will make final settlement and pay over the balance of the purchase price to the Seller at the office of Howard Wood, 3rd, Attorney-at-Law, Centreville, Maryland, between the hours of 9 o'clock A.M. and 3 o'clock P.M. within fifteen (15) days after final ratification of the aforementioned sale by the Circuit Court of Queen Anne's County or upon such other date or at such other located as may be agreed upon by the parties hereto.

The Bishop of the Diocese of Easton having jurisdiction over the Vestry of Christ Church Parish, the Seller herein, joins in the execution of this Agreement as evidence of his sanction and approval to the sale herein made in accordance with the cannons of the Protestant Episcopal Church Church and the Laws of the State of Maryland.

This contract of sale shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

WITNESS the hands and seals of the parties hereto in duplicate.

WITNESS:

HOWARD WOOD, 3rd

W. H. LOWE

W. H. LOWE

OREM A. GARDNER

HOWARD WOOD, 3rd

HOWARD WOOD, 3rd

HOWARD WOOD, 3rd

HOWARD WOOD, 3rd

HOWARD WOOD, 3rd

VESTRY OF CHRIST CHURCH PARISH

BY: BARNES LEGG
Barnes Legg, Warden

MARGARET S. SNYDER
Margaret S. Snyder

FRANK J. NOVAK
Frank J. Novak, Warden

ELIZABETH M. WHITE
Elizabeth White

MARIAN P. HARDESTY
Marian P. Hardesty

ZILLAH I. STEVENS
Zillah I. Stevens

ELIZABETH SATTELMAIER
Elizabeth Sattelmaier

RALPH L. HOYT
Ralph Hoyt

HUGH V. CLARY
Hugh V. Clary, Rector

SELLER

J. SHANNAHAN JR.

ALLEN J. MILLER
Bishop of the Diocese of Easton

W. H. LOWE

FELIX V. GOLDSBOROUGH, JR (SEAL)
Felix V. Goldsborough, Jr. Buyer

W. H. LOWE

JESSIE D. GOLDSBOROUGH (SEAL)
Jessie D. Goldsborough, Buyer

The members of the Standing Committee of the Diocese of Easton hereby affix their names as evidence of their approval of the Aforegoing Agreement of Sale and the sale thereby made, this 31st day of October, 1955;

TEST:

CORA McNAMARA

J. RANDOLPH FIELD

Cora McNAMARA

ALLAN WHATLEY

CORA McNAMARA

DR. J. P. SWING

CORA McNAMARA

W. LAIRD HENRY JR.

September 14, 1955

3806 St. Paul Street
Baltimore 18, Maryland

Vestry of Churst Church Parish
Stevensville, Maryland

Ladies and Gentlemen:

This confirms our understanding made verbally in Mr. Wood's office when the majority of you signed the Agreement of Sale, already executed by us as buyers, of the farm on Kent Island which you hold as trustees for Churst Church Parish under a deed from Juliana Blunt.

You will receive the cash rental payment due in December 1955 from Theophilus Breeding, tenant, and this payment shall be your property absolutely, regardless of when made and regardless of when final settlement of the sale is completed.

Pending the final settlement under the contract, we are to have hunting rights, including wild waterfowl on the farm and its shores, and we shall have the right to rent the shores if we desire to do so for the entire ducking season 1955 - 1956 and to receive the rent therefor. We agree, however, to hold said rent in escrow pending completion of the sale, the same to be paid to you in the event the sale should not be consummated for any reason whatsoever.

It isunderstood and agreed that the above terms are in explanation of the written Agreement of Sale above mentioned.

Very truly yours,

FELIX V. GOLDSBOROUGH, JR.
(Felix V. Goldsborough, Jr.)

JESSIE DORSET GOLDSBOROUGH
(Jessie D. Goldsborough)

Order of Publication
Filed Dec. 12, 1955

Cause No. 4018

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

BARNES LEGG, MARGARET S. SNYDER, FRANK J. NOVAK, ELIZABETH WHITE, MARIAN P. HARDESTY, ZILLAH I. STEVENS, ELIZABETH SATTELMAIER, and RALPH HOYT, All of Stevensville, Maryland, Vestrymen of Christ Church Parish, Stevensville, Maryland, Successor Trustees under Deed of Julianna Blunt, COMPLAINANTS, Vs. FELIX V. GOLDSBOROUGH, JR., JESSIE D. GOLDSBOROUGH, his wife, of 3806 St. Paul Street, Baltimore, Maryland, THE REV. HUGH V. CLARY, Stevensville, Maryland, THE RT. REV. NOBLE C. POWELL, The Diocesan House, 105 West Monument Street, Baltimore 1, Maryland, BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY, a Body Corporate and Politic, Centreville, Maryland, THE UNKNOWN HEIRS Of Julianna Seegar, late of Queen Anne's County, Maryland, deceased, T. WORTH JAMISON, Jr., 210 Gooddale Road, Homewood, Baltimore, Maryland, and CHARLES E. SNYDER and MARGARET STRANGE SNYDER, his wife, Stevensville, Maryland, RESPONDENTS.

ORDER OF PUBLICATION

The object of the Bill is to obtain a decree construing the deed of trust from Julianna Blunt, by later marriage known as Julianna Seegar, dated September 15, 1838, to the then lay members of the Vestry of Kent Island Parish, recorded among the land records of Queen Anne's County, Maryland, in Liber J.T. No. 2, folio 416, and declaring and determing that the complainants hold the hereinafter described real estate in a valid, perpetual trust, for ascertainable beneficiaries, with an implied power to sell the same in fee simple, for reinvestment, under the terms of the deed of trust, in the circumstances detailed in Paragraph No. 7 of the bill, and that such circumstances

in fact exist; or, if they have no power to sell in fee simple, to obtain a decree assuming jurisdiction of their trust for the sole purpose of approving and ratifying the proposed sale hereinafter mentioned: or if none of the above described relief be available, to obtain a decree for the sale of said real estate under Article 16, Section 264 of the Annotated Code of Maryland, 1951 edition; and for such other and further relief as the complainants may be entitled to.

The Bill alleges that the complainants are successor trustees under said deed of trust, which was sanctioned by the legislature in the 49th paragraph of Chapter 627 of the Laws of 1900, and are acting as such outside the jurisdiction of any court; that a parcel of land, situate on Kent Island, Queen Anne's County, Maryland, conveyed by said deed of trust and now known as the "Church Farm", is bounded on the north by the Thompson Farm of T. Worth Jamison, Jr., on the east by Coxes Creek, on the south by Coxes Creek and Warehouse Creek and on the west by lands of R. Truitt and Willard Mossman, and has recently been surveyed as containing 403.96 acres, more or less, per survey plat filed with the Bill; that the Church Farm has an appurtenamt easement acquired by prescription 25 feet wide, for ingress and egress for all lawful purposes by all types of vehicles, over and across the Jamison lands and the Fred Carter farm of Charles E. Snyder and Margaret Strange Snyder, his wife, leading from said farm to the Stevensville-Romancoke public road and located by said survey plat; that said complainants as trustees have rented the Church Farm for farming and hunting purposes and have applied the net revenues to the support of the minister from time to time of Christ Church Parish, and that the Rev. Hugh V. Clary is the present minister thereof.

The Bill further alleges in Paragraph No.7 that the net revenues so received have been variable and promise to become less and less dependable in coming years, owing to the fact that the most productive use of land on Kent Island has been rapidly changing from agriculature to small home sites, resulting in a scarcity of capable farmers willing to rent farms either on crop shares or for cash and also owing to the fact that the farm has no appreciable fencing and many overgrown hedgerows and is not in the highest state of cultivation.

The Bill further alleges that for the reasons alleged in Paragraph No. 7, it will be advantageous to all parties interested in the administration of their trust and said real estate that the Church Farm be sold for reinvestment and that the proceeds be reinvested in securities likely to produce a regular income, subject to the same trusts as is the land; that all persons now in being who are or might be interested in the administration of said trust or in the Church Farm, under any construction of the deed of trust, are the following respondents: the Rev. Hugh V. Clary, adult, representing himself and his successors as minister of Churst Church Parish; the Rt. Rev. Noble C. Powell, adult, representing himself and his successors as Bishop of the Diocese of Maryland; the Board of Education of Queen Anne's County, charged with administering publiceducation in said Parish and County; and the unknown heirs of Julianna Seegar, the settlor of said deed of trust, late of Queen Anne's County, deceased, she having died intestate many years ago, believed to have left heirs; but that said heirs are unknown to the complainants, nor do they know whether said heirs are residents or non-residents of Maryland; that the several life beneficiaries mentioned in the deed of trust are all deceased; that the complainants have contracted, subject to the approval of the court, to sell the Church Farm in fee simple with said right of way, to the respondents Felix V. Goldsborough, Jr., and Jessie D. Goldsborough, his wife, adults, for $65,000.00, deemed by the complainants to be at least the fair value of and an excellent price for same, upon terms of a written Agreement of Sale datedSeptember 12, 1955, filed with the Bill, and approved by the Bishop of the Diocese of Easton and his Standing Committee;

It is thereupon, this 13th day of December, 1955, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that the Complainants, by causing a copy of this order to be published in a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th day of January, 1956, give notice to the unknown heirs of Julianna Seegar, deceased, of the object and substance of the Bill of Complaint and warning them and each of them to be and appear in this Court on or before the 28th day of January, 1956, to show cause, if any they have, why the relief prayed for by the complainants should not be granted.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County.

Filed Dec. 13, 1955

Subpoena
Filed Dec. 20, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO The Rt. Rev. Noble C. Powell,
The Diocesan House
105 West Monument Street
Baltimore 1, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Barnes Legg, Margaret S. Snyder, Frank J. Novak, Elizabeth White, Marian P. Hardesty, Zillah I. Stevens,

Elizabeth Sattelmaier, and Ralph Hoyt, All of Stevensville, Maryland, Vestryman of Crhist Church Parish, Stevensville, Maryland, Successor Trustees under Deed of Julianna Blunt, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 12th day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days afterthe return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Woord, 3rd. T. SORDEN PIPPIN ,Clerk

Address Centreville, Md.

And on the back of the aforegoing subpoena is the following endorsement, to wit:

Summoned Rt Reverend Nobel C. Powell and a copy of the Process with a copy of the Bill of Complaint left with the defendant on the 16th day of December 1955 in the presence of Clement H. Mullen .

Joseph C. Deegan
Sheriff

Fees $3.35

Subpoena
Filed Dec. 22, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

To - Board of Education of Queen Anne's County,
a body corporate and politic, Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Barnes Legg, Margaret S. Snyder, Frank J. Novak, Elizabeth White, Marian P. Hardesty, Zillah I. Stevens, Elizabeth Sattelmaier, and Ralph Hoyt, All of Stevensville, Maryland, Vestrymen of Christ Church Parish, Stevensville, Maryland, Successor Trustees under Deed of Julianna Blunt, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 12th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood 3rd. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Served this 22nd day of December 1955, by reading to Harry C. Rhodes, Secretary of the Board of Education of Queen Anne County and leaving copy of same and Bill of Complaint with him.

ALEXIS M. BUTLER
Sheriff.

Subpoena
Filed Dec. 22, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Charles E. Snyder and Margaret
Strange Snyder, his wife,
Stevensville, Maryland,

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Barnes Legg, Margaret S.Snyder, Frank J. Novak, Elizabeth White, Marian P. Hardesty, Zillah I. Stevens, Elizabeth Sattelmaier, and Ralph Hoyt, all of Stevensville, Maryland, Vestrymen of Christ Church Parish, Stevensville, Maryland, Successor Trustees under Deed of Julianna Blunt, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 12th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood 3rd. T. Sorden Pippin ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendants summoned by reading subpoena to them, and leaving copy of subpoena and Bill of Complaint with them this 21st day of December 1955.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed Dec. 22, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO The Rev. Hugh V. Clary,
Stevensville, Maryland,

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Barnes Legg, Margaret S. Snyder, Frank J. Novak, Elizabeth White, Marian P. Hardesty, Zillah I. Stevens, Elizabeth Sattelmaier, and Ralph Hoyt, all of Stevensville, Maryland, Vestrymen of Crhist Church Parish, Stevensville, Maryland, Successor Trustees under Deed of Julianna Blunt against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 12th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendants summoned by reading subpoena to him, and leaving copy of subpoena and Bill of Complaint with him this 21st day of December 1955.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed Dec. 30, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO

Felix V. Goldsborough, Jr., and
Jessie D. Goldsborough, his wife,
of 3806 St. Paul Street,
Baltimore, Maryland,

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Barnes Legg, Margaret S. Snyder, Frank J. Novak, Elizabeth White, Marian P. Hardesty, Zillah I. Stevens, Elizabeth Sattelmaier, and Ralph Hoyt, All of Stevensville, Maryland, Vestrymen of Christ Church Parish, Stevensville, Maryland, Successor Trustees under Deed of Julianna Blunt, against you exhibited in the Circuit Court for Queen Anne's County, Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 12th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Non Sunt

Joseph C. Deegan
Sheriff

Reed

SUBPOENA
Filed Jan. 4, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO T. Worth Jamison, Jr.,
210 Gooddale Road,
Homewood, Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Barnes Legg, Margaret

S. Snyder, Frank J. Novak, Elizabeth White, Marian P. Hardesty, Zillah I. Stevens, Elizabeth Sattelmaier, and Ralph Hoyt, All of Stevensville, Maryland, Vestrymen of Christ Church Parish, Stevensville, Maryland, Successor Trustees under Deed of Julianna Blunt against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 12th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Non Est

Reed

Joseph C. Deegan
Sheriff

Subpoena
Filed Jan. 10, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place QUEEN ANNE'S COUNTY, TO WIT:

TO

T. Worth Jamison, Jr.,
210 Goodale Road,
Baltimore 12, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Barnes Legg, Margaret S. Snyder, Frank J. Novak, Elizabeth White, Marian P. Hardesty, Zillah I. Stevens, Elizabeth Sattelmaier, and Ralph Hoyt, all of Stevensville, Maryland, Vestrymen of Christ Church Parish, Stevensville, Maryland, Successor Trustees under Deed of Julianna Blunt against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 5th. day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Summoned T. Worth Jamison Jr. and a copy of the Process with a copy of the Bill of Complaint, left with the defendant on the 7th day of January 1957 in the presence of Charles L. Reed.

Joseph C. Deegan
Sheriff

Fees $3.35

ANSWER TO BILL OF COMPLAINT
Filed Jan. 12, 1956

BARNES LEGG, MARGARET S. SNYDER,
FRANK J. NOVAK, ELIZABETH WHITE,
MARIAN P. HARDESTY, ZILLAH I.
STEVENS, ELIZABETH SATTELMAIER,
AND RALPH HOYT,
All of Stevensville, Maryland,
Vestrymen of Christ Church Parish,
Stevensville, Maryland,
Successor Trustees under Deed of
Julianna Blunt,

COMPLAINANTS.

vs.

FELIX V. GOLDSBOROUGH, JR.,
JESSIE D. GOLDSBOROUGH, his wife,
of 3806 St. Paul Street,
Baltimore, Maryland,
THE REV. HUGH V. CLARY,
Stevensville, Maryland,
THE RT. REV. NOBLE C. POWELL,
The Diocesan House,
105 West Monument Street,
Baltimore 1, Maryland,
BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY,
a body corporate and Politic,
Centreville, Maryland,
THE UNKNOWN HEIRS of Julianna Seegar, late
of Queen Anne's County, Maryland, deceased,
T. WORTH JAMISON, JR.,
210 Gooddale Road,
Homewood, Baltimore, Maryland, and
CHARLES E. SNYDER and
MARGARET STRANGE SNYDER, his wife,
Stevensville, Maryland,

RESPONDENTS.

In the Circuit Court
for
QUEEN ANNE'S COUNTY
in Equity

Cause No. 4018

TO THE HONORABLE THE JUDGES OF SAID COURT:

The answer of the Respondent, The Rt. Rev. Noble C. Powell, to the Bill of Complaint of Barnes Legg and others heretofore filed against him and others in the above entitled cause, respectfully shows:

1. That this Respondent has no knowledge of the matters and facts set forth in the Bill of Complaint other than as alleged therein and can neither admit nor deny the same.

2. That this Respondent has been informed that under the provisions of the Deed, dated September 15, 1838 and recorded among the Land Records of Queen Anne's County in Liber J.T. No. 2, folio 416, etc. from Julianna Blunt to Samuel A. Chew and others, of the property referred to in said Deed as described in Paragraph 2. of said Bill of Complaint, filed in this cause,there is reserved, payable out of the premises so described in said Deed, what appears to be an annuity or annual ground rent of Fifty Dollars ($50.00) to the Bishops funde of the Maryland Diocese. This Respondent admits that, as alleged in thetenth paragraph of said Bill of Complaint, he is now theBishop of the Diocese of Maryland of the Protestant Episcopal Church and may be for the time being the person in charge of the fund to whom said annuity would be properly payable if and when the same is payable under the provisions of the Deed and in accordance with law.

3. That this Respondent, Noble C. Powell, submits whatever rights he may have in this matter to this Honorable Court and agrees to be bound by and to abide by such orders and decrees as may be passed herein.

And as in duty bound,etc.

NOBLE C. POWELL
Noble C. Powell,
Bishop of Maryland

CARLYLE BARTON
Carlyle Barton, Solicitor for
Noble C. Powell, Bishop of Maryland

Filed Jan. 12, 1956

Subpoena
Filed Jan. 13, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Felix V. Goldsborough, Jr. and
Jessie D. Goldsborough, his wife,
Stevensville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Barnes Legg, Margaret S. Snyder, Frank J. Novak, Elizabeth White, Marian P. Hardesty, Zillah I. Stevens, Elizabeth Sattelmaier, and Ralph Hoyt, all of Stevensville, Maryland, Vestrymen of Christ Church Parish, Stevensville, Maryland, Successor Trustees under Deed of Julianna Blunt against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of November, 1955.

Issued the 5th. day of January, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd. T. SORDEN PIPPIN, Clerk

ADDRESS Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendants summoned by reading subpoena to them and leaving copy of subpoena and Bill of Complaint with them this 12th day of January 1956.

ALEXIS M. BUTLER
Sheriff

ANSWER
Filed Jan. 31, 1956

ANSWER

BARNES LEGG, MARGARET S. SNYDER, FRANK J. NOVAK, ELIZABETH WHITE, MARIAN P. HARDESTY, ZILLAH I. STEVENS, ELIZABETH SATTELMAIER, and RALPH HOYT, All of Stevensville, Maryland, Vestrymen of Christ Church Parish, Stevensville, Maryland, Successor Trustees under Deed of Julianna Blunt.	In The Circuit Court for Queen Anne's County in Equity
COMPLAINANTS,	
vs.	
FELIX V. GOLDSBOROUGH, JR., JESSIE D. GOLDSBOROUGH, his wife, of 3806 St. Paul Street, Baltimore, Maryland, THE REV. HUGH V. CLARY, Stevensville, Md., The RT. REV. NOBLE C. POWELL, The Diocesan House, 105 West Monument Street, Baltimore 1, Maryland, BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY, a Body Corporate and Politic, Centreville, Maryland, THE UNKNOWN HEIRS OF JULIANNA SEEGAR, late of Queen Anne's County, Maryland, deceased, T. WORTH JAMISON, JR., 210 Gooddale Road, Homewood, Baltimore, Maryland, and CHARLES E. SNYDER and MARGARET STRANGE SNYDER, his wife, Stevensville, Maryland	
RESPONDENTS.	Cause No. 4018

* * * * * * * * *

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Answer of Felix V. Goldsborough, Jr. and Jessie D. Goldsborough, his wife, Respondents in the above entitled cause, by John J. Neubauer and Robert J. Neubauer, their Solicitors, respectfully represents unto your Honor as follows:

1. Answering the first paragraph of the Bill of Complaint filed in these proceedings, your Respondents neither admit nor deny the allegations therein but demand strict proof thereof.

2. Answering the second paragraph of said Bill of Complaint, your Respondents admit that on September 15, 1838 Julianna Blunt executed and delivered to the Vestry of Christ Church Parish (therein erroneously designated as Vestry of Kent Island Parish) a deed now recorded among the Land Records of Queen Anne's County, Maryland, in Libert J.T. No. 2, folio 416, acertified copy of which is filed in these proceedings and that said deed was sanctioned by the General Assembly of Maryland in compliances with Article 38 of the Declaration of Rights of the Constitution of Maryland, by the Forty-ninth paragraph of Chapter 627 of the Laws of Maryland passed at the Session held on January 3, 1900 and ended on April 2, 1900. But further answering the second paragraph of said Bill of Complaint, your Respondents neither admit nor deny that said deed was a deed of Trust and demand strict proof thereof.

3. Answering the third, fourth, fifth and sixth paragraphs of said Bill of Complaint, your Respondents say that they neither admit nor deny the allegations contained therein and demand strict proof thereof.

4. Answering the seventh and eighth paragraphs of said Bill of Complaint, your Respondents say that they neither admit nor deny the allegations contained therein.

5. Answering the ninth and tenth paragraphs of said Bill of Complaint, your Respondents say that they neither admit nor deny the allegations contained therein and demand strict proof thereof.

6. Answering paragraph eleven of said Bill of Complaint, your Respondents admit that they have entered into an Agreement of Sale datedSeptember 12, 1955 with the Complainants herein for the purchase of the property generally known and referred to as the Church Farm at and for the price of $65,000.00, but further answering said paragraph eleven, your Respondents are untilling to consummate or complete the purchase of said property unless, and until:

(a) They can obtain a good and marketable unencumbered fee simple title to the real estate referred to in the Agreement of Sale dated September 12, 1955 and as embraced within the lines of a survey made by Shew & Bartlett, Engineers, dated August 25, 1955 and containing 403.96 acres of land.

(b) They have a well defined easement and indefeasible right of way for the purpose of ingress and egress twenty-five feet wide to be used for all lawful purposes leading from the Church property over the lands of T. Worth Jamison, Jr. and over the lands of Charles E. Snyder and wife to the Stevensville-Romancoke public road.

7. Answering the twelfth and thirteenth paragraphs of said Bill of Complaint, your Respondents neither admit nor deny the allegations therein but demand strict proof thereof.

WHEREFORE, having fully answered said Bill of Complaint, your Respondents submit the issues herein to this Honorable Court.

AND as in duty bound, etc.

ROBERT J. NEUBAUER
John J. Neubauer and Robert J. Neubauer,
Solicitors

FELIX V. GOLDSBOROUGH JR.
Felix V. Goldsborough, Jr.

JESSIE D. GOLDSBOROUGH
Jessie D. Goldsborough

Filed Jan. 31, 1956

ORDER OF PUBLICATION

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

Cause No. 4018

BARNES LEGG, MARGARET S. SNYDER, FRANK J. NOVAK, ELIZABETH WHITE, MARIAN P. HARDESTY, ZILLAH I. STEVENS, ELIZABETH SATTELMAIER, and RALPH HOYT, All of Stevensville, Maryland, Vestrymen of Christ Church Parish, Stevensville, Maryland, Successor Trustees under Deed of Julianna Blunt, COMPLAINTS, Vs. FELIX V. GOLDSBOROUGH, Jr., JESSIE D. GOLDSBOROUGH, his wife, of 3806 St. Paul Street, Baltimore, Maryland, THE REV. HUGH V. CLARY, Stevensville, Maryland, THE RT. REV. NOBLE C. POWELL, The Diocesan House, 105 West Monument Street, Baltimore 1, Maryland, BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY, a body Corporate and Politic, Centreville, Maryland, THE UNKNOWN HEIRS of Julianna Seegar, late of Queen Anne's County, Maryland, deceased, T. WORTH JAMISON, Jr., 210 Gooddale Road, Homewood, Baltimore, Maryland, and CHARLES E. SNYDER and MARGARET STRANGE SNYDER, his wife, Stevensville, Maryland, RESPONDENTS.

The object of the Billis to obtain a decree construing the deed of trust from Julianna Blunt, by later marriage known as Julianna Seegar, dated September 15, 1838, to the then lay members of the Vestry of Christ Church Parish, named in the deed of trust as the Vestry of Kent Island Parish, recorded among the land records of Queen Anne's County, Maryland, in Liber J.T. No. 2, folio 416, and declaring and determining that the complainants hold the hereinafter described real estate in a valid, perpetual trust, for ascertainable beneficiaries, with an implied power to sell the same in fee simple, for reinvestment, under the terms of the deed of trust, in the circumstances detailed in Paragraph No. 7 of the bill, and that such circumstances in fact exist; or, if they have no power to sell in fee simple, to obtain a decree assuming jurisdiction of their trust for the sole purpose of approving and ratifying the proposed sale hereinafter mentioned; or if none of the above described relief be available, to obtain a decree for the sale of said real estate under Article 16, Section 264 of

the Annotated Code of Maryland, 1951 edition; and for such other and further relief as the complainants may be entitled to.

The Bill alleges that the complainants are successor trustees under said deed of trust, which was sanctioned by the legislature in the 49th paragraph of Chapter 627 of the Laws of 1900, and are acting as such outside the jurisdiction of any court; that a parcel of land, situate on Kent Island, Queen Anne's County, Maryland, conveyed by said deed of trust and now known as the "Church Farm" is bounded on the north by the Thompson Farm of T. Worth Jamison, Jr., on the east by Coxes Creek, on the south by Coxes Creek and Warehouse Creek and on the west by lands of R. Truitt and Willard Mossman, and has recently been surveyed as containing 403.96 acres, more or less, per survey plat filed with the Bill; that the Church Farm has an appurtenant assessment acquired by prescription 25 feet wide, for ingress and egress for all lawful purposes by all typles of vehicles, over and across the Jamison lands and the Fred Carter farm of Charles E. Snyder and Margaret Strange Snyder, his wife, leading from said farm to the Stevensville- Romancoke public road and located by said survey plat; that said complainants as trustees have rented the Church Farm for farming and hunting purposes and have applied the net revenue to the suport of the minister from time to time of Christ Church Parish, and that the Rev. Hugh V. Clary is the present minster thereof.

The Bill further alleges in Paragraph No.7 that the net revenues so received have been variable and promised to become less and less dependable in coming years, owing to the fact that the most productive use of land on Kent Island has been rapidly changing from agriculature to small home sites, resulting in a scarcity of capable farmers willing to rent farms either on crop shares or for cash and also owing to the fact that the farm has no appreciable fencing and may overgrown hedgerows and is not in the highest state of cultivation.

The Bill further alleges that for the reasons alleges that for the reasons alleged in Paragraph No. 7, it will be advantageous to all parties interested in the administration of their trust and said real estate that the Church Farm be sold for reinvestment and that the proceeds be reinvested in securities likely to produce a regular income, subject to the same trusts as is the land; that all persons now in being who are or might be interested in the administration of said trust or in the Church Farm, under any construction of the deed of trust, are the following respondents: The Rev. Hugh V. Clary, adult, representing himself and his successors as minister of Christ Church Parish; the Rt. Rev. Noble C. Powell, adult, representing himself and his successors as Bishop of the Diocese of Maryland; the Board of Education of Queen Anne's County, charged with administering public education in said Parish and County and the unknown heirs of Julianna Seegar, the settler of said deed of trust, late of Queen Anne's County, deceased, she having died intestate many years ago, believed to have left heirs; but that said heirs are unknown to the complainants, nor do they know whether said heirs are residents or non-residents of Maryland; that the several life beneficiaries mentioned in the deed of trust are all deceased; that the complainants have contracted, subject to the approval of the court, to sell the Church Farm in fee simple with said right of way, to the respondents Felix V. Goldsborough, Jr., and Jessie D. Goldsborough, his wife, adults for $65,000.00, deemed by the complainants to be at least the fair value of and an excellent price for same, upon terms of a written Agreement of Sale datedSeptember 12, 1955, filed with the Bill, and approved by the Bishop of the Diocese of Easton and his Standing Committee:

It is thereupon, this 12th day of December, 1955, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that the Complainants, by causing a copy of this order to be published in a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 11th day of January, 1956, give notice to the unknown heirs of Julianna Seegar, deceased, of the object and substance of the Bill of Complaint and warning them and each of them to be and appear in this Court on or before the 28th day of January, 1956, to show cause, if any they have, why the relief prayed for by the complainants should not be granted.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County

True Copy:
Test:
T. SORDEN PIPPIN,
Clerk.

Filed Dec. 13, 1955

THE QUEENSTOWN NEWS

Queenstown, Md. Jan. 30, 1956

THE QUEENSTOWN NEWS, and George J. Steinfelt, do hereby certify that the Order of Publication in the case of Barnes Legg, Margaret S. Snyder, et al, Vs. Felix V. Goldsborough, Jr., Jessie D. Goldsborough, his wife, et al Cause No. 4018 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 11th day of Jan. 1956, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 16th day of Dec. 1955.

THE QUEENSTOWN NEWS

Filed Feb. 17, 1956

By GEORGE J. STEINFELT

Petition for Decree
Pro Confesso
Filed Feb. 24, 1956

BARNES LEGG, et al., VESTRYMAN etc. SUCCESSOR TRUSTEES etc.	)	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
Vs.	)	IN EQUITY
FELIX V. GOLDSBOROUGH, JR. et al.	)	Cause No. 4018

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the complainants, successor trustees of deed of Julianna Blunt, by Howard Wood, 3rd, their attorney, unto your honors respectfully shows:

1. That an order of publication has been duly published against the unknown heirs of Juliana Seegar, deceased, as will appear by reference to the certificate of such publication in the Queenstown News, a newspaper printed and published in Queen Anne's County, Maryland, heretofore filed in this cause;

2. That the Right Reverend Noble C. Powell and Felix V. Goldsborough, Jr. and Jessie D. Goldsborough, his wife, have filed their respective answers in this cause;

3. That the remaining respondents, the Reverend Hugh V. Clary, the Board of Education of Queen Anne's County, T. Worth Jamison, Jr., Charles E. Snyder and Margaret Strange Snyder, his wife, all adults, have all been summoned but have failed to appear within the respective times limited by law for their appearance in this cause;

4. That your petitioners aver that they are entitled to have their bill taken pro confesso against the repsondents, other than the Right Reverend Noble C. Powell, Felix V. Goldsborough, Jr. and Jessie D. Goldsborough, his wife, who have answered the bill as aforesaid.

Respectfully submitted,

HOWARD WOOD, 3rd.
Solicitor for Petitioners

Filed Feb. 24, 1956

DECREE

The proceedings heretofore had in this cause having been read and considered, IT IS THEREUPON, this 24th day of February, 1956 by the Circuit Court for Queen Anne's County in Equity and the authority of said Court, ADJUDGED, ORDERED AND DECREED that the Bill of Complaint heretofore filed herein, be, and the same is hereby taken pro confesso as against the respondents, the Reverend Hugh V. Clary, Board of Education of Queen Anne's County, T. Worth Jamison, Jr., Charles E. Snyder, Margaret Strange Snyder, his wife, and the unknown heirs of Julianna Seegar, deceased; but because it does not certainly appear to what relief the complainants are entitled, it is further ADJUDGED, ORDERED AND DECREED, by this Court, that leave be, and the same is hereby given unto the complainants to take testimony before one of the standing examiners of this Court to support the allegations of the Bill.

Wm. R. HORNEY
Judge

Filed Feb. 24, 1956

TESTIMONY
Filed March 9, 1956

BARNES LEGG, et al. VESTRYMEN OF CHRIST CHURCH PARISH STEVENSVILLE, MARYLAND SUCCESSOR TRUSTEES UNDER DEED OF JULIANNA BLUNT, COMPLAINTS	)	IN THE CIRCUIT COURT FOR FOR QUEEN ANNE'S COUNTY IN EQUITY
VS.	)	Cause No. 4018
FELIX V. GOLDSBOROUGH, JR., et al., RESPONDENTS	)	

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, Vachel A. Downes, Jr., one of the standing examiners of this Court, hereby reports to your Honors that he did hear the following depositions, taken at the request of Howard Wood, 3rd, attorney for the complainants, at Mr. Wood's office in Centreville, Maryland, at 10:00 A.M. on Friday, March 9, 1956, each witness being duly sworn, as was the stenographer, Lucille Houts.

Mr. Wood advised the undersigned that he had given the required notice of the time and place of the taking of this testimony by letters mailed on March 1, 1956, to The Reverend Hugh V. Clary, Stevensville, Maryland Dr. and Mrs. Charles E. Snyder, Stevensville, Board of Education of Queen Anne's County, Centreville, Mr. T. Worth Jamison, Jr., 210 Gooddale Road, Homewood, Baltimore, Maryland, Messrs. John J. and Robert J. Neubauer, Keyser Building, Baltimore 2, Maryland, solicitors for Felix V. Goldsborough, Jr. and wife, and Carlyle Barton, Esq., Baltimore Life Building, Baltimore 1, Maryland, solicitor for the Right Reverend Noble C. Powell.

VACHEL A. DOWNES JR.
(Vachel A. Downes, Jr.)

The first witness on behalf of the complainants, Mr. J. Fred Carter, being duly sworn, did depose and say:

By Mr. Wood:

Q. Please state your name and address.

A. J. Fred Carter, Stevensville, Maryland

Q. Please state whether or not you are a land owner of Queen Anne's County?

A. Yes.

Q. Are you the J. Fred Carter who recently owned the farm now of Charles E. and Margaret S. Snyder, which lies between the T. Worth Jamison, Jr. farm and the Stevensville-Romancoke road?

A. Yes.

Q. Do you consider that you are familiar with the present values of real estate on Kent Island?

A. I think so.

Q. Are you, or not, familiar with the Church Farm lying south of the Jamison tract?

A. I think so.

Q. The Vestry of Christ Church Parish have agreed, subject to the approval of the Circuit Court for Queen Anne's County, to sell the Church Farm to Felix V. Goldsborough, Jr. and Jessie D. Goldsborough, his wife, for the sum of $65,000. What is your opinion of that price for the farm?

A. I think it is a good price.

Q. Do you consider that it would or would not be advantageous to the parties interested in the Church Farm, to sell the farm for $65,000.00?

A. I do.

Q. Please give your reasons for believing that the sale would be advantageous to the present owners.

A. Because I don't think the farm will produce enough to pay 1/3 of the interest they would receive from money invested.

Not enough tillable land.

EXAMINER'S SPECIAL

I don't think so.

J. FRED CARTER

The second witness on behalf of the complainants, Elizabeth Sattelmaier being duly sworn, did depose and say:

By Mr. Wood:

Q. Please state your name and address and state whether or not you are one of the complainants in this suit.

A. Elizabeth Sattelmaier, Stevensville, Maryland. Yes, I am.

Q. Please state who are the lay members of the Vestry of Christ Church Parish located at Stevensville, Queen Anne's County, Maryland.

A. Mr. Barnes Legg, Mrs. A. Zillah Stevens, Dr. Frank Novak, Mrs. Marian Hardesty, Mrs. Elizabeth White, Mrs. Margaret Snyder, Mr. Ralph Hoyt, Mrs. Elizabeth Sattelmaier,

Q. When and by whom, that is by what assembly, were these Vestrymen elected?

A. By the Easter Monday congregational meeting, 1955.

Q. Is there any parish on Kent Island other than Christ Church Parish?

A. No, there is not.

Q. Have you ever heard of any parish having been on Kent Island in or about the year 1838, other than Christ Church Parish?

A. No I have not.

Q. How long haveyou lived on Kent Island?

A. Well, 50 years.

Q. Mrs. Sattelmaier, I hand you a certified copy of a deed. Will you please state what it is?

(At this point Mr. Wood handed Mrs. Sattelmaier the paper marked "Exhibit A")

A. It is a certified copy of a deed of trust from Julianna Blunt to the lay members of the Vestry of "Kent Island Parish", dated September 15, 1838 and recorded among the land records of Queen Anne's County in Liber J.T. No. 2, folio 416.

Q. Is the Vestry now acting under said deed of trust?

A. Yes.

Q. Is the Vestry acting under the directions of any court at the present time in its administration of its trust under M's. Blunt's deed?

A. No it is not.

Q. One of the tracts of land described in the deed from M's Blunt is the parcel of land with the premisessituate on Kent Island of Queen Anne's County, which was theretofore conveyed by William Carmichael unto John Smith Blunt. Will you please state the location of that tract of land?

A. Well, it is located on the, it's a On the east side of the highway going from Stevensville to Matapeake but not immediately adjacent to the road. Bounded by property presently owned by T. Worth Jamison, Charles E. Snyder Willard E. Mossman.

Q. I now hand you a survey map marked "Exhibit B". Please state what land is described by this map.

A. The land presently owned by Christ Church Parish, Stevensville known as Church Farm.

Q. Does the Church Farm, being the farm described in the survey map you have just mentioned, bind upon any public road?

A. No

Q. Whose lands intervene between the Church Farm and the nearest public road and where does such public road lead from and to?

A. The lands of Charles E. Snyder, T. Worth Jamison, Leads from Stevensville to Matapeake.

Q. Please examine the survey map and state whether or not the right of way designated on it appears to be in the location of the lane leading into the Church Farm across the Jamison and Snyder lands from the Stevensville-Romancoke public road.

A. Yes, it does.

Q. Please state how long you recall the right of way being used for the benefit of the Church Farm?

A. All of my life as far back as I can remember, should be 40 years.

Q. Did you ever hear of the present or past owners of either the Jamison or Snyder farms having given or been asked to give, permission to the owners or tenants the Church Farm to use the right of way for the benefit of the Church Farm for any purpose whatsoever?

A. Well, I would have to answer no.

Q. Has the use of the right of way for the benefit of the Church Farm by the present and past Vestries, and their tenants, been open or secret?

A. Open.

Q. What have you to say concerning the continuity of such use during the period of your knowledge and memory of it?

A. It has been continuous.

Q. Have the present and past Vestries and their tenants used the right of way under a claim of right so to do?

A. Yes.

Q. What types of vehicles have used the right of way in connection with the Church Farm's purposes?

A. All types.

Q. What is your psosition on the Vestry with respect to the Church Farm revenues?

A. Church Farm Manager

Q. What type of revenues have been received in connection with the farm?

A. Cash, from the produce of the farm. Well, as a matter of fact, the Church Farm has been rented for cash for a no. of year, before that it was rented for shares of grain.

Q. How have these revenues been spent?

A. Required amount has been spent to pay the rector's salary, the rest for upkeep of the property.

Q. Are the revenues constant or variable in amount?

A. Variable.

Q. Do you consider the revenues to be increasing or declining, dependable or undependable in amount, judging by your experience over the past years?

A. Declining. Undependable

Q. Who has recently been responsible for engaging farm tenants?

A. I have for the last 5 years.

Q. Has it been easy or difficult to find capable farmers willing to rent the farm on crop shares or for cash in recent years?

A. Difficult

Q. What, if any, change in the character of land use has occurred on Kent Island since the building of the Bay Bridge and what, if any, effect has such change had on the Vestry's ability to rent the farm to capable tenants?

A. Well, property being bought up to be divided as real estate has drastically hurt the rental of farm property.

Q. What is the state of fencing on the farm, and its hedge rows?

A. Very bad.

Q. Is the farm now in a high, mediocre or low state of cultivation?

A. I would say low.

Q. State whether or not you believe that it will be advantageous to the parties interested in the trust established by M's Blunt's deed and in the Church Farm, that the farm be sold for purposes of reinvestment.

A. I do think it advantageous.

Q. Why do you feel that it would be advantageous to sell?

A. I feel that the revenue as the result of the investment of the $65,000. will be greater than the revenue realized from the farm.

Q. Does the Vestry still hold the other tract described in the deed of trust located near Wye Mills?

A. Yes, it does.

Q. Can you state who are the present heirs of Julianna Blunt, later Julianna Seegar?

A. No, none other than the Vestry.

Q. I now hand you a paper marked "Exhibit C". Please state what it is.

A. It is an original copy of the agreement of sale between the Vestry, as sellers, and Felix V. Goldsborough, Jr. and wife, buyers of the Church Farm for the sum of $65,000.00, net.

Q. Do you consider the sum of $65,000.00 to be at least the fair value of the property at the present time, or not?

A. I do.

Q. Do you know of any encumbrances on Mr. Jamison's farm other than the right of way which you have mentioned?

A. I do not.

Q. Do you know of any encumbrances on the farm of Dr. and Mrs. Snyder other than the right of way which you have mentioned?

A. No.

Q. Could you give me figures of approximate revenue received from the Church Farm either last year or over the pst several years, giving the gross revenue and also the net if you have it handy.

A. Rented and has brought in $550. a year.

The shore has rented for 2 years, $750, ayear. The house rented for $40. a mo. for 1st year, 1950, for the second year, $50. for the 3rd year $60. but lost about ½ a year. We received very little income from the house after that. We rented it for 2 months only. That's the extent of the revenue from the house.

As to expenses:
Insurance, taxes $259.88, taxes, for 1955
Road $700.00
New Well $350., water system was changed and approved,
New roof, $450.00 on the house, Barn painted. Have had prison labor cleaning up fence rows, about $200.00

In 1955 we had a net loss $485.80

EXAMINER'S SPECIAL

No.

ELIZABETH B. SATTELMAIER

The third witness on behalf of the complainants, Barnes Legg, being duly sworn, did depose and say:

By Howard Wood:

Q. Please state your name and address and state whether or not you are one of the complainants in this suit.

A. Barnes Legg, Stevensville

Q. Is there any parish on Kent Island other than Christ Church Parish?

A. No.

Q. Have you ever heard of any parish having been on Kent Island in or about the year 1838, other than Christ Church Parish?

A. No.

Q. How long have you lived on Kent Island?

A. 72 years.

Q. Please examine the survey map marked "Exhibit B", and state whether or not the right of way designated on it appears to be in the location of the lane leading into the Church Farm across the Jamison and Snyder lands from the Stevensville-Romancoke public road.

A. It seems to be right, yes.

Q. Please state how long you recall the right of way being used for the benefit of the Church Farm?

A. All my life; & my mother told me she used to visit there when she was a girl.

Q. Did you ever hear of the present or past owners of either the Jamison or Snyder farms having given or been asked to give, permission to the owners or tenants of the Church Farm to use the right of way for the benefit of the Church Farm to use the right of way for the benefit of the Church Farm for any purpose whatsoever?

A. No.

Q. Has the use of the right of way for the benefit of the Church Farm by the present and past Vestries, andtheir tenants, been open or secret?

A. Open.

Q. What have you to say concerning the continuity of such use during the period of your knowledge and memory of it?

A. It has been in continuous use.

Q. Have the present and past Vestries and their tenants used the right of way under a claim of right so to do?

A. It was a right of way and they just used it as a right of way. It is the only outlet by land.

Q. What types of vehicles have used the right of way in connection with the Church Farm's purposes?

A. All.

Q. What, if any, change in the character of land use has occurred on Kent Island since the building of the Bay Bridge and what, if any, effect has such change had on the Vestry's ability to rent the farm to capable tenants?

A. They are not using it as farm land, it is mostly being developed, making it difficult to get satisfactory tenants.

Q. What is the state of fencing on the farm, and its hedge rows?

A. Nil, I would say.

Q. Is the farm now in a high, mediocre or low state of cultivation?

A. Low.

Q. State whether or not you believe that it will be advantageous to the parties interested in the trust established by M's Blunt's deed and in the Church Farm, that the farm be sold for purposes of reinvestment.

A. I do, I think it would be advantageous.

Q. What was Julianna Blunt's name at the time of her death and where did she reside at the time of her death?

A. The way I understood it, Mr. Wood, her name was Julianna Seegar I think she resided on the property. Her maiden name was Winchester, she married Blunt, he died and left her the property, later she married Seegar. About a month after Blunt died, she deeded this property to the Church. She was a widow at the time of the deed

Q. Did you ever hear whether she left a will or not?

A. No.

Q. Can you state who are the present heirs of Julianna Blunt, later Julianna Seegar?

A. No. I don't think she has any heirs, any direct heirs.

Q. Do you consider the sum of $65,000.00 to be at least the fair value of the property at the present time, nor not?

A. Yes.

Q. In the 1838 deed from Julianna Blunt, there are two beneficiaries named, other than herself, to receive certain income during their lives, namely: her sister Elizabeth Blunt, and Maria Baily, aformer servant of John Smith Blunt. Are either of these beneficiaries still living?

A. I wouldn't think so. Elizabeth Blunt was actually her sister-in-law. Elizabeth Blunt was of unsound mind.

Q. by Examiner

Q. Do you own real estate on Kent Island.

A. Yes.

Q. What was your former position or job and by virtue of this position or job, are you acquainted with real estate values on Kent Island.

A. I owned a farm on Kent Island and I was Cashier and Director of the Stevensville Bank for a number of yyears and I had occasion to pass on the value of property.

EXAMINER'S SPECIAL

I believe most everything has been covered.

BARNES LEGG

The fourth witness on behalf of the complainants, Rev. Hugh V. Clary, being duly sworn, did depose and say:

By Mr. Wood

Q. Please state your name, address and official position.

A. Hugh V. Clary, Stevensville, Md. Rector of Christ Church Parish.

Q. How long have you been the rector of Christ Church Parish?

A. 3 years.

Q. Please state the names of the present Vestry other than yourself.

A. Mr. Barnes Legg, Mrs. Elizabeth Sattelmaier, Mrs. Zillah Stevens, Mrs. Marian Hardesty, Mrs. Margaret Snyder, Dr. Frank Novak, Mr. Ralph Hoyt, Mrs. Elizabeth White.

Q. When and by whom are they elected?

A. Last Easter Monday by the majority of the Present qualified voters of Christ Church at the annual congregational meeting. Notice was given 30 days or more before.

Q. Were they sworn in?

A. Yes.

Q. Is there any parish on Kent Island except Christ Church Parish?

A. I want to raise a question about that. There is no other Episcopal Parish on Kent Island. The Methodists have recently referred to their local units as a Parish but did not do so in 1838.

Q. Have you ever heard of any other parish having been on Kent Island?

A. No; except that I might state there is a new Roman Catholic Parish on Kent Island about a year or two old.

EXAMINERS SPECIAL

I Know of no other.

HUGH V. CLARY

The fifth witness on behalf of the complainants, M. Wilson Harris being duly sworn, did depose and say:

By Mr. Wood

Q. Please state your name, address and occupation.

A. M. Wilson Harris, Eastern Shore States Co., Centreville, Md.

Q. Where do you do business as a real estate broker?

A. Eastern Shore of Maryland

Q. How long have you been in that business in Queen Anne's County?

A. 24 years.

Q. Are you familiar with present real estate values on Kent Island?

A. I am.

Q. Are you, or not, familiar with the "Church Farm" on Warehouse Creek?

A. Yes, I am.

Q. Subject to obtaining the approval of the Circuit Court for Queen Anne's County, the Vestry of Christ Church Parish, present owners of the "Church Farm", have agreed to sell the farm for $65,000.00. In your opinion, is that price below the present fair market value of the famm?

A. No, it is not.

Q. Please state whether or not you consider that it would be advantageous to the present owners to sell the "Church Farm" for $65,000.00, giving your reasons for your opinion.

A. If it was my property and I wanted to sell it I would readily accept this offer.

EXAMINER'S SPECIAL

No.

M. WILSON HARRIS

The sixth witness on behalf of the complainants, Howard Wood, 3rd, being duly sworn, did depose and say:

I, Howard Wood, 3rd, residing at Centreville, Queen Anne's County, Maryland, am the attorney for the complainants in this suit, and an attorney of this Court, and desire to make the following statements as part of the evidence submitted on the part of the Complainants:

That I have examined the titles of both tracts of land which lie between the "Church Farm" and the Stevensville-Romancoke public road, referred to in previous testimony as owned by T. Worth Jamison, Jr., and by Charles E. Snyder and his wife, and that I have so examined each title for a period in excess of thirty years prior to and until the date of filing of the Bill of Complaint in this cause; and that, in my opinion, the fee simple titles are vested as of the said filing date as follows:

(1) The Jamison farm title is vested in T. Worth Jamison, Jr., by virtue of the deed from Richmer Realty Corporation, dated November 2, 1951, recorded among the land records for Queen Anne's County in Liber T.S.P. No. 3, folio 232; and

(2) The Snyder farm title is vested in Charles E. Snyder and Margaret Strange Snyder, his wife, by two deeds from J. Fred Carter, widower, dated November 26, 1949, recorded among said land records in Liber N.B.W. No. 4, folios 456 and 457, respectively.

EXAMINER'S SPECIAL

No.

HOWARD WOOD, 3rd

STATEMENT OF COSTS

Fee of Vachel A. Downes, Jr., Examiner	$10.00
Amount due Lucille Houts, transcribing testimony	5.00
Amount due J. Fred Carter, witness fee	.75
Amount due M. Wilson Harris, witness fee	.75
Total.....	$16.50

Filed March 9, 1956

Papers Nos. 20, 21, and 22 or Exhibits "A", "B" and "C" were recorded on folios 437 and 438, inclusive.

MEMORANDUM OPINION
Filed April 13, 1956

BARNES LEGG, et al., VESTRYMAN etc. SUCCESSOR TRUSTEES etc.	IN THE CIRCUIT COURT FOR
Vs.	QUEEN ANNE'S COUNTY
FELIX V. GOLDSBOROUGH, JR. et al.	IN EQUITY
	Cause No. 4018

MEMORANDUM

In the opinion of this Court, the deed from Julianna Blunt to Samuel A. Chew, et al., constituting the then Vestry of Christ Church Parish (under the erroneous name of Kent Island Parish) and their successors forever, dated September 15, 1838, filed as an exhibit and referred to in the testimony, created an estate in fee simple in said Vestry and its successors, after the death of the named tenants for life, who unquestionably are now dead.

The Court is of the further opinion that the condition recited in the deed as follows:

> "if at any time there should happen to be a vacany in the Kent Island Parish aforesaid so that the said Vestry or their successors cannot apply the said rents profits and income to the support of a minister as aforesaid that then and in such case the said Vestry and their successors shall apply the same or so much as may be necessary to the erection of a good school house shall remain in the hands of the said Vestry or their successors that then and in such case such balance be applied to the payment of a competent teacher to instruct in said school house; in further trust that after the erection of said school house if a vacancy as aforesaid shall occur in the Parish aforesaid by reason of the death or removal of the minister or otherwise then and in such case the whole of the said rents profits and income being or remaining in the hands of the said Vestry or their successor except so mush as may be necessary as a reasonable compensation for the services of a competent teacher to instruct in the said school house be invested for the support of a school in said school house;"

is null and void for uncertainty and is too vague to be enforced.

The Court is of the further belief that the annual charge of $50.00 in favor of the "Bishop's Funds of the Maryland Diocese" is valid but is now payable to the Bishop of Easton by operation of law pursuant to the charter of the Diocese of Easton created by Chapter 23 of the Acts of 1870; that said charge from and after this date is payable out of the income derived from the net proceeds of sale of the farm to be sold in this proceeding, which said charge may, however, be released by the Bishop of the Diocese of Easton, in his discretion.

It is further the opinion of this Court that if there should ever come a time when the Christ Church Parish is permanently without a rector, then such event would create a condition which would make it impractical or inexpedient to continue the activities of the Christ Church Parish; and then the proceeds of sale would be subject to disposition by this court in wuch manner as may carry out the general purpose of the donor pursuant to Section 131 of Article 16 of the Annotated Code of Maryland, 1951 ed.

A decree in conformity with this memorandum opinion will be signed when presented. As a result of this decision, the Vestry of Christ Church Parish, a body corporate, has an estate in fee simple in the real estate described in the said deed and may, therefore, consumate its contract to sell the same without further application to or approval of this or any Court, together with an indefeasible right of way 25 feet wide, as surveyed, from the farm to the public road.

Wm. R. HORNEY
Judge

Filed April 13, 1956

DECREE
Filed April 13, 1956

BARNES LEGG, et al., VESTRYMAN etc. SUCCESSOR TRUSTEES etc.	In the Circuit Court for
Vs.	Queen Anne's County
FELIX V. GOLDSBOROUGH, Jr. et al.	in Equity
	Cause No. 4018

DECREE

The Bill of Complaint, Answers, Testimony and other proceedings in this cause having been read and considered, IT IS, this 13th day of April, 1956, ADJUDGED, ORDERED AND DECREED, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, as follows:

1. That the title to the real estate described in and conveyed by Juliana Blunt by the deed filed as "Exhibit A" in this cause (the life tenants named therein having died) is hereby declared to be vested in fee simple in the Vestry of Christ Church Parish, a body corporate, with full power to alienate in fee simple; the said real estate and the proceeds of any sale of the same or any part thereof being so vested (absolutely and in fee simple) subject to only (1) the payment of $50.00 each year to the

Protestant Episcopal Diocese of Easton for its Bishop's fund, as a perpetual charge on said proceeds; and (2) the condition that the remaining net income received from said lands and/or the reinvested proceeds of sale of the same or any part thereof shall be applied to the support of the rector, from time to time, of Christ Church Parish.

2. Attempts of the grantor, Juliana Blunt, to impose further conditions or trusts upon said real estate and/or the proceeds thereof by the language contained in quotations as follows:

> "if at any time there should happen to be a vacany in the Kent Island Parish aforesaid so that the said Vestry or their successors cannot apply the said rents profits and income to the support of a minister as aforesaid that they and in such case the said Vestry and their successors shall apply the same or so much as may be necessary to the erection of a good school house in such place as they shall select and if any balance of the said rents profits and income after the building of such school house shall remain in the hands of the said Vestry or their successors that then and in such case such balance be applied to the payment of a competent teacher to instruct in said school house; in further trust that after the erection of said school house if a vacancy as aforesaid shall occur in the Parish aforesaid by reason of the death or removal of the minister or otherwise then and in such case the whole of the said rents profits and income being or remaining in the hands of the said Vestry or their successor except so much as may be necessary as a reasonable compensation for the services of a competent teacher to instruct in the said school house be invested for the support of a school in said school house;"

are null and void as being uncertain and too vague to be enforced.

3. Title to the farm on Kent Island, contracted to be sold by the contract filed as "Exhibit C" in this cause, is held together with an indefeasible easement appurtent to said farm consisting of the perpetual right of ingress and egress for all lawful purposes and by all lawful means upon, over and across the strip of land 25 feet wide designated on the survey plat, filed as "Exhibit B" in this cause, extending from said farm through and over lands of T. Worth Jamison, Jr. and Charles E. Snyder, and wife to the Stevensville-Romancoke public road, known as Maryland State Highway Number 33.

4. Insofar as the same may be necessary or desirable, in view of the very special provisions of the Agreement of Sale requiring the approval of this Court, said sale is hereby approved and ratified and the Vestry of Christ Church Parish, a body corporate, is hereby authorized to convey said Kent Island fam, as embraced within the lines of the survey made by Shew and Bartlett, Engineers, dated August 25, 1955 being filed as "Exhibit B"in this cause, except the burial lot on said property, to the buyers in accordance with the terms of the Agreement of Sale, in fee simple, together with the indefeasible easement (right of way) hereinabove described.

Wm. R. HORNEY
Judge

Filed April 13, 1956

Petition to Amend Decree
Filed May 8, 1956

BARNES LEGG, et al., VESTRYMAN etc. SUCCESSOR TRUSTEES etc.	In the Circuit Court for Queen Anne's County
Vs.	in Equity
FELIX V. GOLDSBOROUGH, JR. et al.	Cause No. 4018

PETITION TO AMEND DECREE

TO YOUR HONORS, THE JUDGES OF SAID COURT:

The petition of Vestry of Christ Church Parish, complainants, by Howard Wood, 3rd, their attorney, unto your Honors respectfully shows:

1. That on April 13, 1956 your Honors filed a Memorandum Opinion and Decree in this cause.

2. That the third paragraph of the Memorandum Opinion states in part: "The Court is of the further belief that the annual charge of $50.00 in favor of the 'Bishop's Funds of the Maryland Diocese' . . . from and after this date, is payable out of the income derived from the net proceeds of sale of the farm to be sold in this proceeding."

3. That the Decree, in paragraph number 1, states in part: "That the title to the real estate described in and conveyed by Juliana Blunt by the deed filed as 'Exhibit A' in this cause (the life tenants named therein having died) is hereby declared to be vested in fee simple in the Vestry of Chist Church Parish, a body corporate, with full power to alienate in fee simple; the said real estate and the proceeds of any sale of the same or any part thereof being so vested (absolutely and in fee simple) subject only to (1) the payment of $50.00 each year to the Protestant Episcopal Diocese of Easton for itsBishop's Fund, as a perpetual charge on said lands and/or proceeds;

4. That there is a patent mistake in the language of the Decree in the last quoted portion thereof, namely: the words "lands and/or" should be deleted in order to conform with the sense of said Memorandum Opinion and particularly with the sense of the above quoted portion thereof.

5. That the said Decree has not yet become enrolled.

Wherefore your petitioners pray your Honors to pass an order amending said Decree by deleting the words "lands and/or" in the ninth line of paragraph number 1 thereof.

Respectfully submitted,

HOWARD WOOD, 3rd
Attorney for Complainants

Filed May 8, 1956

ORDER OF COURT

Upon the aforegoing Petition, IT IS ORDERED, this 8th day of May, 1956, by the Circuit Court for Queen Anne's County in Equity, that the Decree passed in this proceeding on the 13th day of April, 1956, is hereby amended by the deletion of the words "lands and/or" from the ninth line of paragraph number 1 of said Decree and the Clerk of this Court is hereby directed to delete said quoted words from said Decree by running an ink line through the same.

J. DeWEESE CARTER
JUDGE

Filed May 8, 1956

::::::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty eighth day of February in the year nineteen hundred and fifty six, the following Petition was brought to be recorded, to wit:

CAUSE NO. 4031

JOHN L. BOARDLY and ANNIE L. BOARDLY, his wife, 1930 North 17th Street, Philadelphia, Pennsylvania	)	IN THE
	)	CIRCUIT COURT
vs.	)	FOR
GEORGE L.GLANDING and MARIE J. GLANDING, his wife, Starr, Maryland; WILLIAM DORSEY FOSTER and MAE L. FOSTER, his wife, Starr, Maryland; CARTER E. GRAVES, Eastern Shore State Hospital, Cambridge, Maryland	)	QUEEN ANNE'S COUNTY IN EQUITY NO. 4031

* * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioners, John L. Boardly and Annie L. Boardly, by James E. Thompson, Jr., their attorney, brings this proceeding against George L. Glanding and Marie J. Glanding, his wife, William Dorsey Foster and Mae L. Foster, his wife, and Carter E. Graves, Defendants, for a declaratory decree under the provisions of Article 31 A of the Annotated Code of Maryland (1951 edition) entitled the Uniform Declaratory Judgments Act, and unto your Honors respectfully represents:

1. That your Petitioners are the owners of certain parcels of land in the Sixth Election District of Queen Anne's County as will appear by reference to the certified copies of their deeds which are attached hereto as a part hereof. Said parcels of land have been reduced to and treated as one tract by your petitioners.

2. That the property of your Petitioners is bounded on the East by the lands of Carter E. Graves, on the South by the Ruthsburg-Starr public road, on the Northwest by the lands of George L. Glanding and Marie J. Glanding, his wife, and the lands of William Dorsey Foster and Mae L. Foster, his wife.

3. That the land records of Queen Anne's County fail to reveal a survey description of Petitioner's tract of land or of the lands of adjoining landowners, Defendants in this cause.

4. That during September, 1955, Petitioner's land was surveyed by J. Roy McCrone Jr. and Assoc., Inc., Centreville, Maryland. Due to lack of prior survey description, property lines were located from Possession lines, hedgerows and fences after consultation with William Dorsey Foster, one of the Defendants herein, and other residents of the area familiar for many years with the land as possessed. A plat of said survey is attached hereto as a part hereof.

5. That under the above deeds and the references therein, your Petitioners and their predecessors in title have held exclusive adverse possession to said land shown on referenced plat in excess of twenty years.

6. That subsequent to said survey your Petitioners attempted to enter into an agreement with the adjoining landowners, Defendants herein, regarding the boundry lines of said properties. Carter E. Graves being a patient at The Eastern Shore State Hospital is not capable of executing a valid instrument. William Dorsey Foster, while stating that the boundry line between his property and that of the Petitioners is as pointed out by him to the Surveyor, refused to enter into a boundry line deed or other agreement to establish said line. George L. Glanding, remaining adjoining landowner, not only refuses to enter into an agreement concerning the boundry linebetween his property and that of Petitioners, but disputes said line.

7. That your Petitioners are advised that this is a proper cause for the intervention of this Honorable Court in order to determine, the rights and legal status of all parties to this cause with respect to the boundry lines between said properties.

WHEREFORE, your Petitioners pray this Honorable Court to pass a declaratory decree determining the boundry lines between the property of the Petitioners and that of Defendants.

Respectfully submitted

JOHN L. BOARDLY
John L. Boardly

ANNIE L. BOARDLY
Annie L. Boardly

JAMES E. THOMPSON JR.
James E. Thompson Jr.
Attorney for Petitioners

STATE OF PENNA.
COUNTY OF PHILA TO WIT:

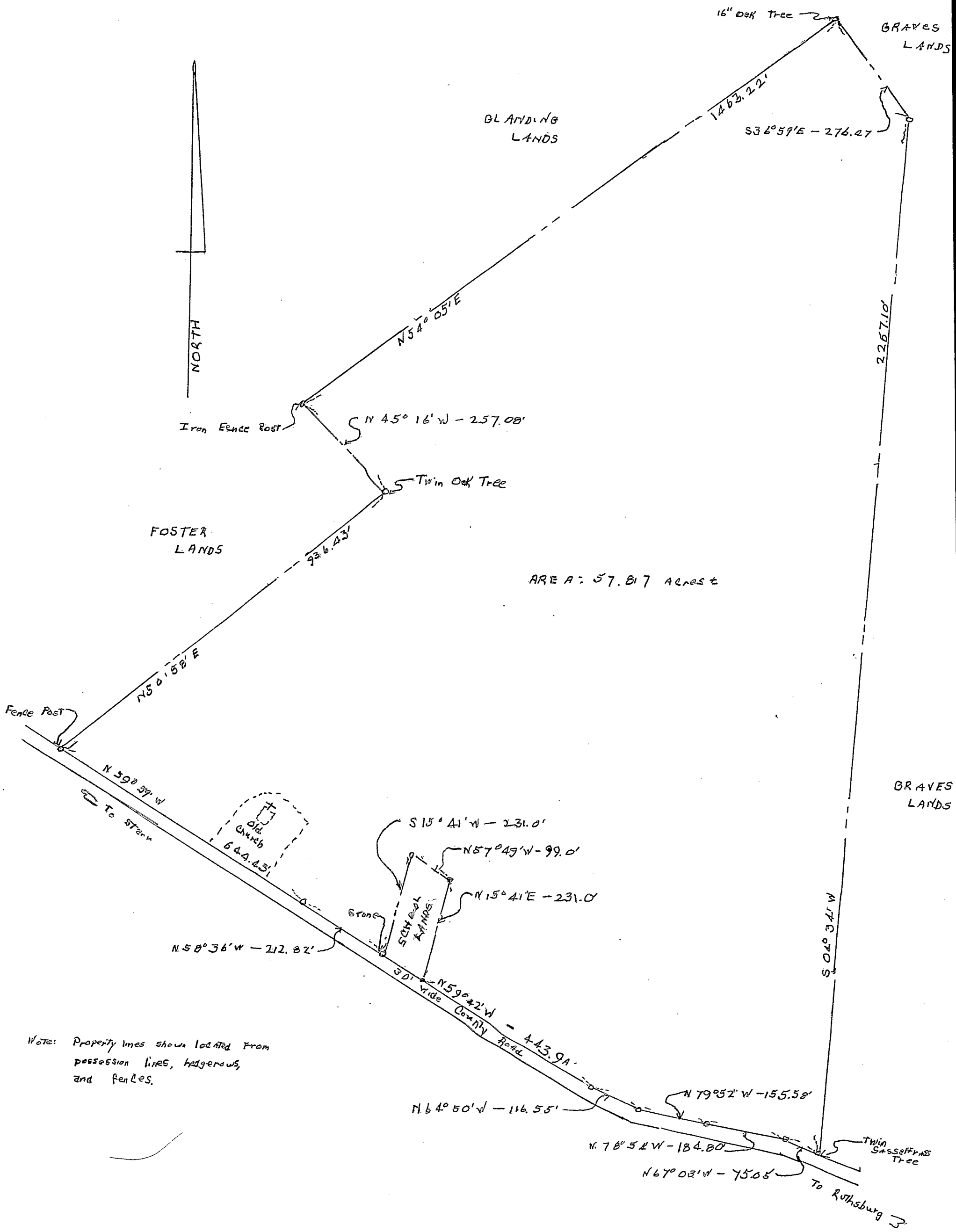
I HEREBY CERTIFY that on this 27 day of February, 1956, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John L. Boardly and Annie L. Boardly, the within Petitioners, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true and correct as therein stated to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

HUGH F. QUINN JR.
Notary Public
My commission expires:

Notary
Public
Seal.

HUGH F. QUINN, JR., Notary Public
Phila. Phila., Co., Pa.
My Commission Expires Jan. 7, 1959



Note: Property lines shown located from possession lines, hedgerows, and fences.

PLAT OF SURVEY OF THE JOHN BORDLEY LANDS NEAR STARR IN THE 6th ELECTION DISTRICT QUEEN ANNE'S COUNTY, MD.

FOR RICHARD AMERIKIAN

Scale: 1" = 200'

September, 1955

By J. Roy McCrone Jr. & Assoc. Inc.
Branch Office: Centreville, Maryland.

Q U E E N A N N E ' S C O U N T Y, to wit: be it remembered that on the twentieth day of November, in the year nineteen hundred and fourteen, the following DEED was brought to be recorded, to wit:-

T H I S D E E D, made this twelfth day of November, in the year nineteen hundred and fourteen, by James T. Bright and Henry B. W. Mitchell, of Queen Anne's County, State of Maryland, Trustees as hereinafter set forth, and John H. Lockerman, of said County and State,

WHEREAS, by their Deed of Trust, dated December 8th., 1913, William J. Kemp and Louisa Kemp, his wife, did, together with Ernest C. Kemp, of said County and State, convey and limit unto said James T. Bright and Henry B. W. Mitchell, the real estate in said deed of trust described for the purposes in said deed mentioned, and whereas, said James T. Bright and Henry B. W. Mitchell, Trustees, did, on the 27th. day of December, 1931, sell at public auction the real estate in said deed of trust described, being the real estate hereinafter described and conveyed, unto John H. Lockerman at and for the sum of six hundred and eighteen dollars and fifty cents, and whereas, said John H. Lockerman has sold said real estate to John L. Boardly and William A. Boardly, who have fully paid the purchase money thereof.

AND WHEREAS, the Circuit Court for Queen Anne's County, in Equity, has, after publication of the order nisi, finally ratified and confirmed said sale, and the said John L. Boardly and William A. Boardly are now entitled to a deed of conveyance therefor.

NOW, THIS DEED, WITNESSETH: that for and in consideration of the premises and the sum of One Dollar, the payment thereof being hereby acknowledged, the said James T. Bright and Henry B. W. Mitchell, Trustees, and John H. Lockerman do hereby grant and convey unto John L. Boardly and William A. Boardly, as tenants in common, all the right, title, interest and estate of William J. Kemp and Louisa Kemp and of all the parties to the chancery proceedings entitled "In the Matter of the Trust Estate of William J. Kemp, Louisa Kemp and Ernest C. Kemp", being Cause No. 2069 on the Chancery Docket of the Circuit Court for Queen Anne's County, and of all those claiming by, through or under them or any of them in and to all that lot or those lots or parcels of land situate, lying and being at or near Starr, in Queen Anne's County aforesaid, and known as "The Grinage Property", on the left hand side ofthe public road leading from Starr to Ruthsburg, containing twelve acres of land, more or less, and being the same land as that described in a deed from Charles B. Downs to William J. Kemp, dated November 4th., 1903, and recorded in Liber J.E.G. No. 5, fol. 475, a land record book for Queen Anne's County.

AND the said John H. Lockerman covenants to warrant specially the property hereby conveyed and to execute such other and further assurances thereof as may be requisite or necessary.

Witness our hands and seals.

JAMES T. BRIGHT (SEAL)

Witness:-

HENRY B. W. MITCHELL (SEAL)

Wm. E. Thompson.

Trustees.

his

JOHN H. x LOCKERMAN

mark

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this twelfth day of November, 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 James T. Bright and Henry B. W. Mitchell, Trustees, and John H. Lockerman, and acknowledged the within and aforegoing 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 aforegoing is truly taken and copied from Liber W.F.W. No. 6, folio 228, one of the Land Records 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 February, in the year nineteen hundred and fifty six.

Clerk's Seal.

T. SORDEN PIPPIN
Clerk

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#10,648. Q U E E N A N N E ' S C O U N T Y, TO WIT: be it remembered that on the twelfth day of May, in the year nineteen hundred and twenty four, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twelfth day of May, in the year nineteen hundred and twenty four, by Georgenna Carson (widow) of Dover, Delaware, but being temporarily in Queen Anne's County, Maryland.

WITNESSETH, that for and in consideration of one hundred and fifty dollars, the said Georgeanna Carson does hereby grant and convey unto John L. Bordly, of Philadelphia, Pennsylvania, his heirs and assigns, in fee simple, all that lot or parcel of land situate, lying and being in the sixth election district of Queen Anne's County, improved by an old frame dwelling house (now abandoned) and out buildings, bounded by the Mitchell land, the land formerly owned by Luther Gardner late of Queen Anne's County, deceased, and the lot of land now owned by this grantee and others, containing thirteen acres of land, more or less, and which said lot of land descended upon the death of John H. Lockerman, late of Queen Anne's County, deceased, unto said Georgeanna Carson, his sister and only heir 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 Georgeanna Carson covenants to warrant specially the title to the property hereby conveyed and to execute such other and further assurances thereof as may be or become requisite or necessary.

Witness my hand and seal.

Witness; Katherine Fowler — Georgenna her X mark Carson (SEAL)

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

I hereby certify that on this twelfth day of May, in the year nineteen hundred and twenty four, before me, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Georgeanna Carson and acknowledged the within and aforegoing deed to be her act.

J. McK. Tilghman
Justice of the Peace.

One fifty cent Int.
rev. stamp, endorsed:
GC May 12/24

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. 1, folio 566, a Land Record Book for Queen Anne's County.

Clerk's Seal.

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 February, in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

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#11,194. QUEEN A N N E'S C O U N T Y, T O W I T: Be it remembered that on the fourteenth day of April, in the year nineteen hundred and twenty five, the following Deed was brought to be recorded, to wit:

THIS DEED, made this fourteenth day of April, in the year nineteen hundred and twenty five, by William A. Bordley and Harriett V. Bordley, his wife, of Chester, Pennsylvania.

WITNESSETH: that for and in consideration of one hundred dollars, the full payment thereof being hereby acknowledged, the said William A. Bordley and Harriett V. Bordley, his wife, do hereby grant and convey unto John L. Bordley, of Philadelphia, State of Pennsylvania, his heirs and assigns, in fee simple, all of his, the said William A. Bordley's undivided one half interest and estate in and to all that lot or those lots or parcels of land situate, lying and being at or near Starr, in Queen Anne's County, State of Maryland, and known as The Grinage Property, on the left hand side of the public road leading from Starr to Ruthsburg, containing twelve acres of land, more or less, and being the same land as that described in a deed from James T. Bright and Henry B. W. Mitchell, trustee and John H. Lockerman to John L. Bordley and William A. Bordley, as tenants in common, said deed bearing date the twelfth day of November, nineteen hundred and fourteen, and recorded in Liber W.F.W. No. 6, fol. 228, a land record book for Queen Anne's County.

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

AND the said William A. Bordley covenants 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: W. L. Holton, Jr. William A. Bordley (SEAL)

Harriett V. Bordley (SEAL)

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

I hereby certify that on this fourteenth day of April, in the year nineteen hundred and twenty five, before me, the subscriber, a Notary Public of the State of Maryland, in andfor Queen Anne's County, personally appeared William A. Bordley and Harriett V. Bordley, his wife, and did each acknowledge the within and aforegoing deed to be their respective act.

In testimony whereof I hereunto subscribe name and Notarial seal affix, the day and year herein last above written.

Notary Public Seal.

W. L. Holton, Jr.
Notary Public.

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, folio 308, a Land Record Book for Queen Anne's County.

Clerk's Seal.

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 February, in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

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#22,262. 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 Ninth day of December, in the year nineteen hundred and forty three, the following Deed was brought to be recorded, to wit:

One-One Dollar and One-Forty Cent
Int. Rev. Stamps. Endorsed J.L.B.
12/29/43

One-Fifty Cent, One-Twenty Cent and
One-Ten Cent Recordation Tax Stamps.
Endorsed J.L.B. 12/29/43

THIS DEED made this 29th. day of December in the year nineteen hundred and forty three by Richard T. Earle, Assignee as hereinafter set forth, of Queen Anne's County,State of Maryland.

WHEREAS, default having occurred in a certain mortgage given by John L. Boardly et al. to William T. Bishop, bearing date of October 6th., 1923, and recorded in Liber B.H.T. No. 1, folio 160 & etc., a Land Record Book for Queen Anne's County, which by mesne assignments was assigned to the said Richard T. Earle for purpose of foreclosure and collection;

AND WHEREAS, the said assignee after docketing suit in the Circuit Court for Queen Anne's County, in Equity, in a cause therein entitled "Richard T. Earle, Assignee vs. John L. Boardly et al, the same being No. 3375 in said Court, duly approved bond filed and having complied with all other prerequisites did sell the real estate hereinafter described to John Boardly and Annie L. Boardly, his wife as tenants by the entireties, at and for the sum of EIGHT HUNDRED DOLLARS ($800.00), which sale so made has been reported to said Court and by its Order of November 3rd., 1943 duly ratified and confirmed and the purchasers having paid the full purchase price for same are entitled to a deed therefor.

Now therefore in consideration of the premises and the sum of one dollar the said Richard T. Earle, Assignee, does hereby grant and convey unto and to John L. Boardly and Annie L. Boardly, his wife, as tenants by the entireties, their heirs and assigns and the heirs and assigns of the survivor of them, all the right, title, interest and estate of all the parties to the aforesaid Chancery Cause, and of any one claiming by, through or under them or any of them, in and to all

all that tract or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, near the village of Starr, known by the name of "Dancey Resirvey" and "Margaretholm" and containing thirty five acres of land, more or less, being the same land covered by the mortgage aforesaid and where Lohn H. Lockerman resided and which was conveyed to him by Emma Johnson et al. by deed bearing dateof August 1st., 1900, and recorded in Liber J.E.G. No. 1, folio 105 &yec., a Land Record Book for Queen Anne's County, to which deed reference is hereby made for a fuller and more particular description.

TOGETHER with all buildings and improvements thereon erected, made or being and all rights, ways, waters, alleys, privileges and advantages thereto attached or in any way appertaining to the same.

TO HAVE AND TO HOLD, the aforesaid premises, appertainances and advantages unto and to the proper use and beneift of the said John L. Boardly and Annie L. Boardly, his wife, as tenants by the entireties, their heirs and assigns and the heirs and assigns of the survivor of them forever.

Witness the hand and seal of the said grantor.

Test: J. CARL STARKEY
J. Carl Starkey

RICHARD T. EARLE, Assignee (SEAL)
Richard T. Earle, Assignee

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

I hereby certify that on this 29th day of December, in the year nineteen hundred and forty three, personally appeared before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, Richard T. Earle, Assignee, and acknowledged the within and aforegoing deed to be his act and deed. In witness whereof I have hereunto subscribed my name and affixed my Notarial Seal.

J. CARL STARKEY
J. Carl Starkey, Notary Public

Notary
Public
Seal.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber A.S.G. Jr. No. 9, folio 68, 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 February, in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

Clerk's Seal.

Subpoena
Filed March 2, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO George L. Glanding and Marie J. Glanding, his wife,
Starr, Maryland,

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of March next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of John L. Boardly and Annie L. Boardly, his wife, 1930 North 17th. Street, Philadelphia, Pennsylvania against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd. day of January, 1956.

Issued the 28th. day of February, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named , Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson, Jr.

T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendants summoned by reading subpoena to them and leaving copies of subpoena and petition with them this 1st day of March 1956.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed March 12, 1956

(EQUITY SUBPOENA)

Seal's Place THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO William Dorsey Foster and Mae L. Foster, his wife,
Starr, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of March next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of John L. Boardly and Annie L. Boardly, his wife, 1930 North 17th. Street, Philadelphia, Pennsylvania, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd. day of January, 1956.

Issued the 28th. day of February, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendants summoned by reading subpoena to them and leaving copy of subpoena and petition with them this 1st day of March 1956.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed March 12, 1956

(EQUITY SUBPOENA)

Seal's Place THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

TO Carter E. Graves,
Eastern Shore State Hospital
Cambridge, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of March next and ending fitreen days thereafter cause your answer or other defense to be filed to the complaint of John L. Boardly and Annie L. Boardly, his wife, 1930 North 17th. Street, Philadelphia, Pennsylvania against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd. day of January, 1956.

Issued the 28th. day of February, 1956.

TO THE DEFENDANT(s):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name James E. Thompson Jr. T. SORDEN PIPPIN ,Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Summoned & copy of summons left with Dr. Currier Supt. of E.S.S.H and attendant in Charge of Carter E. Graves, copy of petition also left.

DAVID F. BRADSHAW
Shff.

ANSWER
Filed March 20, 1956

John L. Bordly and
Annie L. Bordly, his wife,
1930 North 17th Street
Philadelphia, Pennsylvania

VS.

George L. Glanding and
Marie J. Glanding, his wife,
Starr, Maryland;
William Dorsey Foster and
Mae L. Foster, his wife.
Starr, Maryland;
Carter E. Graves,
Eastern Shore State Hospital
Cambridge, Maryland

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 4031

TO THE HONORABLE THE JUDGES OF SAID COURT:

George L. Glanding and Marie J. Glanding, his wife, by Harry C. Butler, their attorney in answer to the petition filed in the above cause states:

(1) That in answer to paragraph one we admit the allegations stated therein.

(2) That in answer to paragraph two we deny the allegations stated therein and demand strict proof thereof.

(3) That in answer to paragraph three we deny the allegations stated therein and demand strict proof thereof.

(4) That in answer to paragrpah four, five, six and seven we deny the allegations stated therein and demand strict proof thereof.

Respectfully submitted

HARRY C. BUTLER
Harry C. Butler, Attorney for
Goerge L. Glanding and Marie
J. Glanding, his wife.

I hereby certify that I have served a copy of the aforegoing answer on James E. Thompson, Esq., attorney for John L. Bordly and Annie L. Bordly, his wife, by leaving same at his office located on Lawyers' row, Centreville, Maryland

HARRY C. BUTLER
Harry C. Butler

JOHN L. BOARDLY, et us	In the Circuit Court for Queen Anne's County
vs	
GEORGE L. GLANDING, et. al.,	Equity No. 4031

* * * * * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The petition of John L. Boardly and Annie L. Boardly, Complainants, by James E. Thompson Jr., their Attorney, unto your Honors, respectfully represents:

1. That as will appear by reference to the Bill of Complaint, one of the Defendants to this suit, Carter E. Graves, is confined as a patient in the Eastern Shore State Hospital.

2. That your Petitioners believe the said Carter E. Graves to be incompetent.

3. That the writ of subpoena heretofore issued as requested by the Bill of Complaint in this cause, against said Defendant, has been duly served according to the law governing the serving of subpoenas on incompetents as will appear from the return of the Sheriff of Dorchester County.

4. That although the time for filing an answer to said Bill of Complaint has expired, no answer has been filed by or on behalf of said Carter E. Graves.

5. That no Committee or Trustee has been appointed for said Defendant by any Court of Competent Jurisdiction, who can answer in his behalf in this cause, so far as is known by your Petitioners.

WHEREFORE YOUR PETITIONERS PRAY this Honorable Court to pass an order appointing some suitable person within the jurisdiction of this Court as Guardian Ad Litem for the said Carter E. Graves, with instructions to the said Guardian Ad Litem to answer and defend the said suit for said incompetent.

JAMES E. THOMPSON JR.
James E. Thompson Jr.

Solicitor for petitioners

Filed Mar. 26, 1956

JOHN L. BOARDLY, et us	)	In the Circuit Court for Queen Anne's County
vs	)	
GEORGE L. GLANDING, et al	)	Equity No.4031

* * * * * * * * * * * * * * *

The petition of John L. Boardly and Annie L. Boardly, Complainants, by James E. Thompson Jr., their Attorney, unto your Honors, respectfully represents:

1. That subpoenas issued in this cause have been duly served upon William Dorsey Foster and Mae L. Foster, two of the Defendants herein, both adults, as will appear by reference to the Sheriff's returns endorsed thereon.

2. That the Defendants to this cause, above named, have so far failed to appear in these proceedings, although the time provided by law for their appearance has expired.

3. That your Petitioners are advised that they are entitled to have their Bill taken pro confesso against William Dorsey Foster and Mae L. Foster.

WHEREFORE your Petitioners pray your Honors to pass an order directing that the Bill be taken pro confesso against the said William Dorsey Foster and Mae L. Foster.

JAMES E. THOMPSON JR.
James E. Thompson Jr.

Solicitor for Petitioners

Filed Mar. 26, 1956

ORDER OF COURT

Upon the aforegoing petition, IT IS ORDERED, this 27th day of March, 1956, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that B. Hackett Turner, Jr., of Queen Anne's County, State of Maryland, be and he is hereby appointed Guardian Ad Litem of Carter E. Graves, incompetent with instructions to him to answer and defend the suit instituted against the said incompetent by the Bill of Complaint filed in the above entitled cause.

WM. R. HORNEY
Judge

Filed March 27, 1956

DECREE

The proceedings heretofore had in this cause having been read and considered, IT IS THEREUPON, this 27th day of March, 1956, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that the Bill of Complaint heretofore filed herein be and the same is hereby taken pro confesso as against the Defendants, William Dorsey Foster and Mae L. Foster; but because it does not certainly appear to what relief the Complainants are entitled, it is further ADJUDGED, ORDERED and DECREED by this Court that leave be and the same is hereby given unto the Complainants to take testimony before this Court to support the allegations of the Bill.

Wm. R. HORNEY
Judge

Filed March 27, 1956

ANSWER
Filed March 28, 1956

JOHN L. BOARDLY, ET US, Plaintiffs,	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
GEORGE GLANDING, ET AL, Defendants	:	CAUSE NO.$)#L.

: : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Carter E. Graves, incompetent, by B. Hackett Turner, Jr., his Guardian Ad Litem, to the Bill of Complaint exhibited against him in the

above entitled cause, says:

That this Defendant, Carter E. Graves, being an incompetent, neither admits nor denies the allegations set forth in said Bill of Complaint; but submits his rights to the protection of this Honorable Court.

B. HACKETT TURNER JR.
Guardian Ad Litem

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

I HEREBY CERTIFY that on this 28th day of March, 1956, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared B. Hackett Turner, Jr. - the above named Guardian Ad Litem for Carter E. Graves, incompetent, and made oath, in due form of law, that the matters and thing stated in the aforegoing ANSWER are true, to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

I HEREBY CERTIFY that a copy of the aforegoing Answer was served on J. Elmer Thompson, Solicitor for Petitioners, by leaving a copy thereof at his office in Centreville, Maryland on the 28th day of March, 1956.

B. HACKETT TURNER JR.
B. Hackett Turner, Jr.

Filed March 28, 1956

JOHN L. BOARDLY, et ux.	!	In the Circuit Court for Queen Anne's County - In Equity No. 4031
vs	!	
GEORGE L. GLANDING, et al	!	

* * * * * * * * * * * * *

It is hereby stipulated by and between the parties hereto that a Court Reporter is not desired for the transcribing of the testimony in referenced case.

JAMES E. THOMPSON JR.
James E. Thompson, Jr.
Attorney for Complainants

HARRY C. BUTLER
Harry C. Butler
Attorney for George L. and Marie J. Glanding, Defendants

B. HACKETT TURNER
B. Hackett Turner
Guardian Ad Litem for Carter E. Graves, Incompetent

Filed April 9, 1956

JOHN L. BOARDLY, et ux	!	IN THE CIRCUIT COURT
vs.	!	FOR
GEORGE L. GLANDING, et al.	!	QUEEN ANNE'S COUNTY
		IN EQUITY
		No. 4031

* * * * * * *

MEMORANDUM OPINION

The Petitioners, John L. Boardly and Annie L. Boardly, his wife, by their Petition seek a decree to determine the boundary lines between their property and that of the Defendants, George L. Glanding and Marie J. Glanding, his wife, and Carter E. Graves.

The Defendants, George L. Glanding and Marie J. Glanding, his wife, by their answer denied the material allegations of the Petition and demanded strict proof thereof. Carter E. Graves, Incompetent, by B. Hackett Turner, his duly appointed Guardian Ad Litem, neither admitted nor denied the allegations of the Petition andsubmitted his rights to the protection of the Court. A decree pro confesso was obtained against the Defendants, William Dorsey Foster and Mae L. Foster, his wife. There is testimony to the effect that the husband, William Dorsey Foster, did not dispute the boundary line between he and his wife and the Petitioners, and in fact, assisted the surveyor, William Brogan, one of the witnesses, in ascertaining all of the boundary lines referred to in the testimony.

The case came on to be heard in open court and although the Defendants, George L. Glanding and Marie J. Glanding, his wife, were afforded an opportunity to produce testimony on or before a specified date, no such testimony has ever been produced, although the date fixed for the production thereof has long since expired.

The undisputed and uncontradicted evidence shows, and the Court is satisfied that the division line between the property known as the John L. and Annie L. Boardly property referred to in the proceedings and described in the testimony, and the property of George L. and Marie J. Glanding, is along the line beginning at an iron fence post in the line of the William Dorsey Foster and Mae L. Foster lands, and running thence North 54 degrees 05 minutes East, 1463.22 feet to an oak tree. And the division line between the Boardly property and the property of Carter E. Graves is along the lines beginning at said oak tree, and running thence the following two courses and distances, to wit: (1) South 36 degrees 59 minutes East, 276.47 feet to a point; and (2) South 04 degrees 34 minutes West, 2267.10 feet to a twin sassafras tree and the North side of the public road leading from Starr to Ruthsburg, all of which said lines are shown on the plat of survey filed in this proceeding on February 20, 1956.

A decree in conformity with the aforegoing memorandum opinion will be passed when presented.

Wm. R. HORNEY
Judge

Filed May 23, 1956

Decree
Filed May 23, 1956

JOHN L. BOARDLY, et ux		IN THE CIRCUIT COURT
vs.		FOR
GEORGE L. GLANDING, et al		QUEEN ANNE'S COUNTY IN EQUITY No. 4031

* * * * * * * * * * * *

DECREE

In conformity with the aforegoing memorandum opinion, IT IS this 23rd day of May, 1956, by the Circuit Court for Queen Anne's County, In Equity, ADJUDGED, DECLARED and DECREED that the boundary line between the properties of John L. Boardly and Annie L. Boardley, his wife, and that of George L. Glanding and Marie J. Glanding, his wife, is along the line beginning at an iron fence post in the line of the William Dorsey Foster and Mae L. Foster, his wife, lands, and running thence North 54 degrees 05 minutes East, 1463.22 feet to an oak tree. And the division line between the Boardley properties and the property of Carter E. Graves is along the lines beginning at said oak tree, and running thence the following two courses and distances, to wit: (1) South 36 degrees 59 minutes East, 276.47 feet to a point; and (2) South 04 degrees 34 minutes West, 2267.10 feet to a twin sassafras tree and the North side of the public road leading from Starr to Ruthsburg, all of which said lines are shown on the plat of survey filed in this proceeding on February 28, 1956.

IT IS FURTHER ADJUDGED, ORDERED, and DECREED that one-half of the costs of this proceeding shall be paid by the Petitioners, John L. Boardley and Annie L. Boardly, his wife, and that the other one-half of said costs shall be paid by the Defendants, George L. Glanding and Marie J. Glanding , his wife.

Wm. R. HORNEY
Judge

Filed May 23, 1956

::::::::::::::::::::::::::::::::
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 fifty-six, the following Order To Docket Suit was filed for record, to wit:

C A U S E N O. 4038

THOMAS J. KEATING, JR., Attorney named in Mortgage, Centreville, Maryland, PLAINTIFF, versus HERBERT F. GARRETTSON and LORRAINE E. GARRETTSON, his wife, Box #398-A, Route 1, Colton, California. MORTGAGORS.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

ORDER TO DOCKET SUIT

TO: T. Sorden Pippin, Clerk:

YOU will docket Suit for Foreclosure of the Mortgage from Herbert F. Garrettson and Lorraine E. Garrettson, his wife, to The Centreville National Bank of Maryland, dated June 21, 1948, recorded in Liber NBW #1, folio 87, etc., a Land Record Book for Queen Anne's County, Maryland, default having occurred in the terms of said Mortgage, and you will please file in said Cause a certified copy of said Mortgage.

THOS. J. KEATING, JR.
(Thomas J. Keating, Jr.)
ATTORNEY NAMED IN MORTGAGE

Filed April 24, 1956

MILITARY AFFIDAVIT
Filed April 24, 1956

ON this 24th day of April 1956, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Attorney named in Mortgage, Plaintiff in the above Suit, and made oath in due form of law that, after diligent inquiry, he has ascertained that the Defendants, Herbert F. Garrettson and Lorraine E. Garrettson, his wife, Mortgagors, are presently residing at Box #398-A, Route 1, Colton, California, and that said Defendants are not now, nor have they been within six (6) months prior hereto, in the Military Service of the United States of America.

T. SORDEN PIPPIN
CLERK

CERTIFIED COPY OF MORTGAGE
Filed April 24, 1956

::::::::::::::::::::::::::::::::
#26,695 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 Second day of June, in the year nineteen hundred and forty eight, the following Purchase Money Mortgage was brought to be recorded, to wit:-

THIS PURCHASE MONEY MORTGAGE, made this 21st day of June 1948, by Herbert F. Garrettson and Lorraine E. Garrettson, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Herbert F. Garrettson and Lorraine E. Garrettson, his wife, are justly indebted unto The Centreville National Bank of Maryland, a body corporate, in the full and just sum of Two Thousand Six Hundred and Thirty Dollars ($2,630.00) for money this day loaned and advanced unto them in order to make payment of the purchase money for the real estate hereinafter described, for which they have drawn and passed to the said body corporate their promissory note bearing even date herewith and payable in quarter-annual installments of Forty-four Dollars ($44.00)

each, commencing on the twenty-first day of September 1948, and bearing interest at the rate of 4% per annum;

AND, WHEREAS, it was a condition precedent to making the aforesaid loan of purchase money, as represented by the aforesaid promissory note, that the same, together with any and all renewals or part renewals thereof, should be secured by the execution and delivery of this mortgage;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, the said Herbert F. Garrettson and Lorraine E. Garrettson, his wife, do hereby grant and convey unto The Centreville National Bank of Maryland, a body corporate, its successors and assigns, in fee simple, the following described real estate, to wit;

ALL that lot or tract of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the East of the public road leading from the Queenstown-Kent Island State Road to a Creek known as Marshy Creek, bounded on the North by the property now or formerly owned by Amos South; on the East by the property now or formerly owned by Ellsworth Thomas; on the South by the land formerly owned by William E. King; containing ONE ACRE of land, more or less; being the same and all of the land granted and conveyed by a Deed from Walter Jewell to the said Herbert F. Garrettson and Lorraine E. Garrettson, his wife, bearing even date herewith and recorded or intended to be recorded immediately preceding this Mortgage among the Land Records of Queen Anne's County, Maryland.

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 Herbert F. Garrettson and Lorraine E. Garrettson, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said The Centreville National Bank of Maryland, a body corporate, its successors or assigns, the aforesaid sum of Two Thousand Six Hundred and Thirty Dollars ($2,630.00) as represented by the aforesaid 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 Herbert F. Garrettson and Lorraine E. Garrettson, his wife, their heirs and assigns, shall possess said property.

AND the said Herbert F. Garrettson and Lorraine E. Garrettson, his wife, their heirs, executors, administrators and assigns, hereby covenant to and with the mortgagee, its successors 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 The Centreville National 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 debt and to deliver, upon demand, to the Mortgagee, said body corporate, 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 severaly 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 body corporate, its successors executors, administrators or assigns, or Thomas J. Keating, Jr., its and their hereby duly constituted Attorney for the purpose, arehereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall determine, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person or persons making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all monies owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not; and third, the balance to Herbert F. Garrettson and Lorraine E. Garrettson, his wife, or the person or persons thenentitled to the same.

AND it is hereby agreed that, in theevent 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 of Maryland, a body corporate, its successors or assigns, or Thomas J. Keating, Jr., 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 cost 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 com-

missions the said Herbert F. Garrettson and Lorraine E. Garrettson, his wife, their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS our hands and seals the day and year herein first above written.

TEST:

HERBERT F. GARRETTSON (SEAL)
(Herbert F. Garrettson)

KATHERINE C. O'NEAL
Katherine C. O'Neal

LORRAINE E. GARRETTSON (SEAL)
(Lorraine E. Garrettson)

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

THIS IS TO CERTIFY that on this -21- day of June 1948, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Ann's County, personally appeared Herbert F. Garrettson and Lorraine E. Garrettson, his wife, and did each acknowledge the within and aforegoing Purchase Money Mortgage to be their respective act and deed; and at the same time also personally appeared A. Sydney Gadd, Jr., Cashier of The Centreville National Bank of Maryland, a body corporate, and made oath in due form of law that the consideration stated in the within and aforegoing Purchase Money Mortgage is true and bona fide as therein set forth;

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. O'NEAL
NOTARY PUBLIC
Katherine C. O'Neal

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber N.B.W. No. 1, folio 87 etc., a Land Record Book for Queen Anne's County.

Clerk's Seal. 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 April in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

CERTIFIED COPY OF BOND
Filed May 12, 1956

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twelfth day of May in the year nineteen hundred and fifty-six, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Thomas J. Keating, Jr., 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 Three Thousand Dollars ($3,000.00) to be paid to the said State of Maryland, or its certain Attorney, to the payment of which, well and truly to be made and done, we hereby bind ourselves and each of us, and each or our heirs, executors, administrators or successors, in the whole and for the whole, jointly and severally, by these presents;

SEALED with our Seals and dated this 10th day of May 1956.

WHEREAS, the above bounden, Thomas J. Keating, Jr., as Attorney named in a certain Mortgage from Herbert F. Garrettson and Lorraine E. Garrettson, his wife, to The Centreville National Bank of Maryland, a body corporate, and dated June 1, 1948, and recorded in Liber NBW, No. 1, folio 87, one of the Land Record Books for Queen Anne's County, Maryland, is about to exercise the Power of Sale contained in said Mortgage, default having occured in the terms thereof, and has docketed Suit in the Circuit Court for Queen Anne's County, in Equity, in a Cause entitled "Thomas J. Keating, Jr., Attorney named in Mortgage, versus Herbert F. Garrettson and Lorraine E. Garrettson, his wife".

NOW, the condition of the above obligation is such that if the said Thomas J. Keating, Jr., shall well and truly abide by and fulfill any Order or Decree which shall be made by the Court in relation to the sale of such Mortgaged property or the proceeds thereof, then the obligation shall be void; otherwise to be and remain in full force and virtue of law.

TEST:

THOS. J. KEATING, JR. (SEAL)
(Thomas J. Keating, Jr.)

JOAN H. QUIMBY

WITNESS:

JOAN BERO
Joan Bero

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND, a body corporate,

by E. V. SHOCKLEY (SEAL)
E. V. Shockley, Attorney-in-Fact
Corporate Seal.

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed May 12, 1956.

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney is attached hereto.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 134, a Bond Record Book for Queen Anne's County.

Clerk's Seal.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Twelfth day of May in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE
Filed May 23, 1956

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., May 23, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nortgage Sale of valuavle Real Estate in the case of Thomas J. Keating, Jr., vs. Herbert F. Garrettson and Lorraine E. Garrettson, 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 4 successive weeks before the 22nd day of May, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26th day of April, 1956, and the last insertion on the 17th day of May, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

MORTGAGE SALE OF VALUABLE
REAL ESTATE

UNDER and by virtue of the Power of Sale contained in a mortgage from Herbert F. Garrettson and Lorraine E. Garrettson, his wife, to The Centreville National Bank of Maryland, dated June 21, 1948, recorded in Liber NBW No. 1, folio 87, a Land Record Book for Queen Anne's County, Maryland, default having occurred in the terms of said mortgage, the undersigned attorney, named in said mortgage to make sale in the event of default, will offer at public sale to the highest bidder, on TUESDAY, MAY 22, 1956 at 1:30 o'clock p.m. (DST) in fromt of the Court House Door in the town of Centreville, Queen Anne's County, Maryland, all of the following described real estate, to wit:

ALL that lot or tract of land situtate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the East of the public road leading from the Queenstown-Kent Island State Road to a Creek known as Marshy Creek, bounded on the North by the property now or formerly owned by Amos South; on the East by the property now or formerly owned by Ellsworth Thomas; on the South by the land formerly owned by William E. King; CONTAINING one (1) ACRE of land, more or less; being the same and all of the land granted and conveyed by a deed from Walter Jewell to the said Herbert F. Garrettson and Lorraine E. Garrettson, his wife, bearing date the 21st day of June, 1948, and recorded in Liber NBW No. 1.

THIS PROPERTY IS IMPROVED BY A NICE MODERN FRAME DWELLING.

TERMS OF SALE: One-third (1/3) of the purchase money will be required in cash on the day of sale, and the balance thereof is to be paid upon ratification of the sale by the Court and is to be secured by note of the purchaser, bearing interest from the day of sale at four percent (4%) per annum. All taxes and insurance premiums on the property will be adjusted, pro rata, as of the date of sale, and possession will be given at the time of final settlement.

THOMAS J. KEATING, JR.
Attorney Named in Mortgage

J. Elmer Anthony, Auct.

THOMAS J. KEATING, JR.,
Attorney named in Mortgage,
Centreville, Maryland,

versus

HERBERT F. GARRETTSON and
LORRAINE E. GARRETTSON, his
wife,
Box #398-A, Route 1,
Colton, California,
MORTGAGORS

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

Chancery No. 4038

REPORT OF SALE OF REAL ESTATE

TO THE HONORABLE, the Judges of said Court:

DEFAULT having occurred in the terms of the Mortgage from Herbert F. Garrettson and Lorraine E. Garrettson, his wife, to The Centreville National Bank of Maryland, a body corporate, dated June 21, 1948, recorded in Liber NBW No. 1, folio 87, a Land Record Book for Queen Anne's County, Maryland, the undersigned, Thomas J. Keating, Jr., Attorney named in said Mortgage to make sale, after docketing Suit and advertising the Mortgaged property for sale in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, (Certificate of said Advertisement being filed herewith as a part hereof), for more than twenty (20) days prior to the day of sale, and after filing in this Cause his Bond with Corporate Surety approved by the Clerk of this Court, did attend in front of the Courthouse door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, May 22, 1956, at 1:30 o'clock, P.M., DST, and after reading the Advertisement of Sale did have the Auctioneer cry same for a considerable length of time and thereupon did make sale of the Mortgaged property unto WILBUR RAY SMITH and HELEN B. SMITH, his wife, as tenants by the entireties, by striking same off to Herman S. Thompson, their agent, they being then and there the highest bidders therefor, at and for the sum of Two Thousand Three Hundred Fifty Dollars ($2,350.00).

The Mortgaged property is described as follows:

ALL THAT LOT OR TRACT OF LAND SITUATE, LYING AND BEING IN THE Fifth Election District of Queen Anne's County, State of Maryland, on the East of the public road leading from the Queenstown-Kent Island State Road to a Creek known as Marshy Creek, bounded on the North by the property now, or formerly, owned by Amos South; on the East by the property now, or formerly, owned by Ellsworth Thomas; on the Couth by the land formerly owned by William E. King; containing ONE (1) ACRE of land, more or less.

THE Purchasers have made payment of one-third (1/3) of the purchase money and have given their Promissory Note for the balance, as prescribed by the terms of sale, and your Attorney believes that same will be paid and the other terms complied with upon Ratification of the sale by the Court.

THE Report states the amount of sales to be Two Thousand Three Hundred Fifty Dollars ($2,350.00).

Respectfully submitted,

THOS J. KEATING, JR.
(Thomas J. Keating, Jr.)
ATTORNEY NAMED IN MORTGAGE

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

THIS IS TO CERTIFY, that on this 23rd day of May 1956, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating, Jr., Attorney named in Mortgage, and did make oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale of Real Estate are true to the best of his knowledge and belief and that the sale was fairly made;

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year herein last above written.

T. SORDEN PIPPIN

CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

Filed May 23, 1956

ORDER NISI
Filed May 23, 1956

N I S I

Thomas J. Keating, Jr.,
Attorney named in Mortgage,
Plaintiff

VS.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY

Herbert F. Garrettson and
Lorraine E. Garrettson, his wife,
Mortgagors

IN EQUITY

NO. 4038

ORDERED, this 23rd day of May, 1956, that the sale of real estate made and reported in this cause by Thos. J. Keating, Jr., Attorney named in Mortgage, be ratified and confirmed, on or after the 22nd. day of June next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 31st. day of May, 1956, and ending on the 14th. day of June 1956.

The report states the amount of sales to be $2,350.00.

T. SORDEN PIPPIN Clerk

Filed: May 23, 1956

PETITION
Filed June 11, 1956

THOMAS J. KEATING, JR., Attorney named in Mortgage, Centreville, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
HERBERT GARRETTSON and LORRAINE GARRETTSON, his wife, Box 398 A, Route 1, Colton, California, MORTGAGORS	:	IN EQUITY
	:	CHANCERY #4038

: : : : : :

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Samuel E. W. Friel, Jr. and James R. Friel, trading as Friel Lumber Company, respectfully represents unto your Honor:

1. That your Petitioners obtained a judgment on the 18th day of October, 1955, Law #944, prior to the mortgage foreclosure sale in this cause against Herbert Garrettson and Lorraine Garrettson, his wife, Mortgagors and Defendants respectively, in the sum of $215.87, with interest from date, attorney's commissions in the amount of $21.59 and costs of suit, said judgment being of record in the Circuit Court for Queen Anne's County, all of which will appear by reference to a short copy thereof filed herewith as a part hereof, marked "Petitioners"s Exhibit #1".

2. That your Petitioners are advised that there will be, in fact, a surplus of the proceeds of such mortgage sale after payment to the mortgagee of its claim for mortgage debt, interest, costs, fees, commissions and expenses, and that your Petitioners are entitled to have the aforesaid surplus proceeds of sale applied towards payment of their judgment claim and the proper costs incident to the collection thereof, as a preference claim against said surplus.

WHEREFORE your Petitioners pray that this Honorable Court pass an Order (1) directing said surplus proceeds of sale, after payment to the mortgagee of its claim and expenses, to be applied in satisfaction of its aforementioned judgment claim, and (2) that your Petitioners may have such other and further relief as its case may require.

Respectfully submitted,

FRIEL LUMBER COMPANY

BY S. E. W. FRIEL, JR.

PETITIONER'S EXHIBIT NO. 1
Filed June 11, 1956

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

July Term, 1955

T & T Friel Lumber Company, Queenstown, Maryland, Plaintiff	)	Filed Oct. 19, 1955. Order to docket suit and enter judgment, Narr, Note with power to enter judgment by con-

Clerk	$ 5.50
Appr.	5.00
Clerk addl.	1.00

fession, Statement of Indebtedness and Military Affidavit. Oct. 19, 1955. Judgment entered by confession by the defendants in favor of the plaintiff for the sum of Two Hundred Fifteen Dollars and Eighty Seven Cents ($215.87) with interest thereon from date hereof until paid, costs of suit, with all exemptions waived, and $21.59 attorney's commissions. Oct. 19, 1955. Summons after judgment issued. Filed Nov. 7, 1955. Summons after Judgment ret'd. Non Est. Nov. 18, 1955. Summons after judgment re-issued and mailed to defendants by registered mail. Filed Dec. 1, 1955. Return Receipt

Law No. 944

Herbert Garrettson and
Lorraine Garrettson,
his wife,
Grasonville, Maryland,
Defendants,

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.

Clerk's Seal.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this 11th. day of June in the year of our Lord, ninteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk of the Circuit Court for Queen Anne's County.

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

I HEREBY CERTIFY, that on this 9th day of June, 1956, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared S. E. W. Friel, Jr. of the Friel Lumber Company, and made oath in due form of law that the matters and facts stated in the aforegoing Petition are true to the best of his knowledge, information and belief.

Notary Public Seal.

BELVIN THOMAS
Notary Public

Filed June 11, 1956

ORDER OF COURT
Filed June 11, 1956

ORDER OF COURT

UPON the foregoing Petition, Exhibit and Affidavit, it is ORDERED this 11th day of June, 1956, by THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, in Equity, and by the authority of said Court, as follows:

(1) That the papers in this cause be and they are hereby referred to the regular Auditor of this Court and said Auditor be and he is hereby directed to give notice by publication to be advertised once a week for four successive weeks in some weekly newspaper published in Queen Anne's County to all judgment creditors, lienors, assigness and to all persons claiming an interest in the equity of redemption of the land sold in this cause or in the surplus mortgage sales in this cause, to file their claims with the proper vouchers thereof with him on or before a certain day to be named in said advertised notice, which day shall be not less than sixty (60) days from and after the date of the first publication of said notice;

(2) That said Auditor is hereby authorized to take such testimony as he may find necessary to establish the claims which may be filed with him under said notice;

(3) That the said Auditor is further directed to state and return to this Court his Report and Account distributing the proceeds of the sale had

in this cause, (after payment to the Mortgagee or his assignee of his claim and expenses, not personal, including the usual commissions) to the claimant filing claims under said notice according to their respective right.

Filed June 11, 1956

WM. R. HORNEY
JUDGE

CERTIFICATE OF PUBLICATION OF NISI
Filed June 28, 1956

NISI

Thomas J. Keating, Jr. Attorney named in Mortgage, Plaintiff	)	In The Circuit Court for
	)	Queen Anne's County
vs.	)	In Equity
Herbert F. Garrettson and Lorraine E. Garrettson, his wife Mortgagors	)	No. 4038

ORDERED, this 23rd day of May, 1956, that the sale of real estate made and reported in this cause by Thos. J. Keating, Jr., Attorney named in Mortgage, be ratified and confirmed, on or after the 22nd day of June, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 31st day of May, 1956, and ending on the 14th day of June, 1956.

The report states the amount of sales to be $2,350.00.

T. SORDEN PIPPIN, Clerk

Filed May 23, 1956
True Copy
Test: T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 28, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHED COMPANY, a body corporate, does hereby certify that the Nisi in the case of Thomas J. Keating, Jr., vs. Herbert F. Garrettson and Lorraine E. Garrettson, 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 3 successive weeks before the 22nd day of June, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 31st day of May 1956, and the last insertion on the 14th day of June, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

BY SHIRLEY L. KINNEAR

Filed June 28, 1956

STATEMENT OF MORTGAGE DEBT
Filed June 28, 1956

THOMAS J. KEATING, JR., Attorney named in Mortgage, Centreville, Maryland, Plaintiff,	:	IN THE CIRCUIT COURT
	:	FOR
versus	:	QUEEN ANNE'S COUNTY.
HERBERT F. GARRETTSON and LORRAINE E. GARRETTSON, his wife, Box #398-A, Route 1, Colton, California, Mortgagors.	:	IN EQUITY.

STATEMENT OF MORTGAGE DEBT

Amount of Principal	$1,389.40
Interest from March 21, 1955 to May 22, 1956	66.12

Insurance Premium	20.50
	$1,476.02
Commissions as provided in note @ 5%	73.80

AFFIDAVIT

THIS IS TO CERTIFY that on this 28- day of June 1956, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared A. Sydney Gadd, Jr., Cashier of The Centreville National Bank of Maryland, Mortgagee, and made oath in due form of law that the aforegoing Statement of Mortgage Debt due by Herbert F. Garrettson and Lorraine E. Garrettson, his wife, is true to the best of his knowledge and belief, and there is no credit due thereon or any security therefor except the Mortgage.

WITNESS my hand and Notarial seal the day and year herein last above written.

KATHERINE C. O'NEAL
NOTARY PUBLIC

Notary
Public
Seal.

Filed June 28, 1956

FINAL ORDER OF RATIFICATION
FILED June 29, 1956

FINAL ORDER OF RATIFICATION

ORDERED this 29th day of June, 1956, by the Circuit Court of Queen Anne's County, In Equity, that the sale of real estate made and reported in this cause be, and the same is, hereby finaly ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceeding Order Nisi; and the Attorney named in the Mortgage is allowed the usual commissions and such proper expense, not personal, as he shall produce vouchers for to the auditor.

WM. R. HORNEY
JUDGE

Filed June 29, 1956

AMENDED STATEMENT OF MORTGAGE DEBT
Filed July 11, 1956

THOMAS J. KEATING, JR. Attorney named in Mortgage, Centreville, Maryland, PLAINTIFF	IN THE CIRCUIT COURT
versus	FOR
HERBERT F. GARRETTSON and LORRAINE E. GARRETTSON, his wife, Box # 398-A Route 1, Colton, California, MORTGAGORS.	QUEEN ANNE'S COUNTY IN EQUITY.

AMENDED STATEMENT OF MORTGAGE DEBT

Amount of Principal	$1,389.40
Interest from March 21, 1955 to May 22, 1956	66.12
Insurance Premium	20.50
	$1,476.02
Commissions as provided in note @ 5% of $1,455.52	$ 72.77

AFFIDAVIT

THIS IS TO CERTIFY that on this 11th day of July 1956, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County,

personally appeared A. Sydney Gadd, Jr., Cashier of The Centreville National Bank of Maryland, Mortgagee, and made oath in due form of law that the aforegoing Statement of Mortgage Debt due by Herbert F. Garrettson and Lorraine E. Garrettson, his wife, is true to the best of his knowledge and belief, and there is no credit due thereon or any security therefor except the Mortgage.

WITNESS my hand and Notarial seal affix the day and year herein last above written.

Notary
Public
Seal.

KATHERINE C. O'NEAL
NOTARY PUBLIC

Filed July 11, 1956

CERTIFICATE OF PUBLICATION OF NOTICE TO CREDITORS
Filed July 31, 1956

NOTICE TO CREDITORS

Acting under the order of the Circuit Court for Queen Anne's County, in Equity, passed on June 11, 1956, in the mortgage foreclosure proceedings entitled "Thomas J. Keating, Jr., Attorney named in Mortgage, vs. Herbert F. Garrettson and Lorraine E. Garrettson, his wife, Mortgagees", being Cause No. 4038 on the Chancery Docket of said Court, I hereby give notice to all judgment creditors, lienors, assignees and persons claiming an interest in the equity of redemption of the above named Mortgagors, to file their claims, with vouchers thereof, with me on or before the 22nd day of August, 1956, for the purpose of establishing their right to participate in the distribution of the surplus proceeds of sale of the land which has been sold in this Cause.

J. THOMAS CLARK, Auditor
Centreville, Md.

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 31, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to Creditors in the case of Thomas J. Keating, Jr., attorney named in Mortgage, vs. Herbert F. Garrettson and Lorraine E. Garrettson, 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 4 successive weeks before the 22nd day of August, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 21st day of June 1956, and the last insertion on the 12th day of July, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

PETITION
Filed Aug. 1, 1956

Thomas J. Keating, Jr. Attorney named in Mortgage.	:	In the Circuit Court for Queen Anne's County
vs.	:	In Equity
Herbert F. Garrettson & Lorraine E. Garrettson, his wife.	:	No. 4038

: : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Peition of Turner & Turner, Attorneys, unto Your Honors respectfully shows:

That heretofore on the 11th day of June 1956, your petitioners filed for S. E. W. Friel and James R. Friel, t/a Friel Lumber Co. a petition in the nature of a creditors bill seeking to have applied the balance, or surplus proceeds from the mortgage foreclosure sale, made in this cause, applied to the payment of the debt of said Friel Lumber Company and all other creditors of the mortgagors who would come in and contribute to the expense thereof.

That on said petition your petitioners secured an Order of Court subjecting said balance to the creditors of the mortgagors:

Your petitioners suggest to this Honorable Court that a fee be

allowed them commensurate with the legal work involved and that such fee of $65.00 would be adequate.

Respectfully submitted,

TURNER & TURNER

ORDER OF COURT
Filed Aug. 3, 1956

ORDER OF COURT

The within petition having been read and considered, IT IS THEREUPON on this 3rd day of August, 1956, Ordered by the Circuit Court for Queen Anne's County in Equity, that a fee of $65.00 be and is hereby allowed Turner & Turner, Attorneys, out of the surplus proceeds of the mortgage sale, as compensation for their legal services rendered in the preparation and filing of the petition in the nature of a creditors bill in this Cause.

WM. R. HORNEY
Judge.

SECOND AMENDED STATEMENT OF MORTGAGE DEBT
Filed Aug. 22, 1956

THOMAS U. KEATING, JR. Attorney named in Mortgage, Centreville, Maryland, PLAINTIFF	:	IN THE CIRCUIT COURT
versus	:	FOR
HERBERT F. GARRETTSON and LORRAINE E. GARRETTSON, his wife, Box # 398-A Route 1, Colton, California, MORTGAGORS.	:	QUEEN ANNE'S COUNTY IN EQUITY.

SECOND AMENDED STATEMENT OF MORTGAGE DEBT

Amount of Principal	$1,389.40
Interest from March 21, 1955 to May 22, 1956	66.12
Insurance Premium	20.50
	$1,476.02
Commissions as provided in note @ 10% of $1,455.52	$ 145.55

AFFIDAVIT

THIS IS TO CERTIFY that on this 22- day of August, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared A. Sydney Gadd, Jr., Cashier of The Centreville National Bank of Maryland, Mortgagee, and made oath in due form of law that the aforegoing Second Amended Statement of Mortgage Debt due by Herbert F. Garrettson and Lorraine E. Garrettson, his wife, is true to the best of his knowledge and belief, and there is no credit due thereon or any security therefor except the Mortgage.

WITNESS my hand and Notarial seal affix the day and year herein last above written.

KATHERINE C. O'NEAL
NOTARY PUBLIC

Notary
Public
Seal.

AUDIT
Filed Aug. 23, 1956

Thomas J. Keating, Jr,,
Attorney named in Mortgage

In the Circuit Court for

Queen Anne's County In

vs.

Herbert F. Garrettson,
et.al.

Equity No. 4038

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated pursuant to order of this court of June 11, 1956.

2. That this is a suit brought by Thomas J. Keating, Jr., Attorney named in Mortgage (and vendor) by way of a foreclosure proceeding as provided by the terms of the mortgage against the above named mortgagors, and it appears that the proceeds of sale were more than sufficient to pay the costs of the same.

3. That thereafter, a petition in the nature of a creditor's bill was filed on behalf of Friel Lumber Co., a judgment creditor of Herbert F. Garrettson and Lorraine E. Garrettson, and thereafter, after notice to creditors of the said mortgagors had been duly published by your auditor as ordered by the aforesaid order of this Court, additional creditors filed claims in this cause and there is not sufficient money to pay all and one.

4. That in the within account the said vendor was allowed all expenses not personal, in addition to his commissions, for which he produced proper vouchers, and the special fee awarded by the court.

5. That the judgment of Friel Lumber Co., together with all costs and charges arising therefrom, including interest on the judgment was allowed to the date of sale on the mortgaged premises.

6. That the general accounts of W. Edward Barton and Ewell's Amoco Service Station were allowed proportionately to the extent of .1368 per cent of the monies left for distribution, after allowing the aforesaid judgment.

7. That the claims of Charles E. Anthony, Sr., Treasurer of Queen Anne's County for state and county taxes for three years of 1955 and 1956 were disallowed, since the same have been paid by the vendor in this cause.

8. That the claim of Thompson's Garage was disallowed because the same was as filed only against Herbert Garrettson, and the real estate sold in this cause was in the name of both mortgagors, as tenants by the entireties, see deed to them from Walter Jewell, et.al. dated June 21, 1948, recorded among the Land Records for QueenAnne's County aforesaid in Liber N. B.W., No. 1., folio 86.

9. That filed as Exhibit No. 1 herewith is the note secured by the mortgage foreclosed in this cause to substantiate the second amended statement of debt filed in this cause.

Respectfully submitted,

August 23, 1956

J. THOMAS CLARK
Auditor.

Cause No. 4038

The proceeds of the sale of land reported in this cause, in account with Thomas J. Keating, Jr., Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land).

1956 Cr.

May 22	By proceeds of sale of said land, per report of said vandor, to wit:.....	$2,350.00
	By interest on unpaid balance of purchase price, per statement of vendor, to wit:.....	7.09
	By purchaser's pro-rata share of unexpired insurance premius, per statement of vendor, to wit:.....	6.60
	By total receipts, the sum of.....	$2,363.69

Dr.

To Thomas J. Keating, Jr., Attorney named ih Mortgage (and vendor), per terms of mortgage his commissions for making the sale on the sum of $2357.09, the sum of.....		$138.57
To do,, for an amount due for court costs, per statement of clerk, exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk.....	$42.15	
Appearance fee of Thos. J. Keating, Jr.....	10.00	52.15
To do., for an amount paid Thos. J. Keating, Jr. Agent, for the premium on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:.....		12.00

To do., for an amount paid J. Elmer Anthony, auctioneer, for crying sale, per receipt for the same exhibited, to wit:..... 22.50

To do., for amounts paid Queen Anne's Record-Observer, per receipts for same exhibited, to wit:
For publishing notice of sale.....$38.25
For publishing nisi of sale..... 9.00 47.25

To do., for amount paid Charles E. Anthony, Sr., Treasurer, Queen Anne's County, for state and county taxes on real estate sold in this cause per receipts for same exhibited and statements for apportionment, to wit:
1955 State and County taxes.....$46.71
Vendor's share of 1956 State and County taxes..... 17.18 63.89

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of..... 7.50

J. THOMAS CLARK
Auditor.

August 23, 1956

To J. Thomas Clark, auditor, for stating this audit, the sum of.....$ 36.00

To Thomas J. Keating, Jr., Attorney named in Mortgage, in full payment of the mortgage debt and note secured thereby, together with interest, insurance premium, and commission for collection as provided in the mortgage note, per second amended statement of debt filed in this cause, to wit:..... 1621.57

To blance carried forward prior to allowance of additional costs and any claims of creditors of Herbert F. Garrettson and Lorraine E. Garrettson, his wife, to wit:..... 362.26

$2363.69 $2363.69

Cr.

By balance brought forward prior to allowance of additional costs and any claims of creditors of Herbert F. Garrettson and Lorraine E. Garrettson, his wife, the sum of..... 362.26

Dr.

To Thomas J. Keating, Jr., Attorney named in Mortgage, for an amount paid QueenAnne's Record-Observer for publishing the notice to creditors, per order of this Court dated June 11, 1956, per receipt for same exhibited, to wit:.....$ 10.50

To do., for an amount due Turner and Turner, Attorneys, for legal services rendered in this cause, per order of Court of August 2, 1956, to wit:..... 65.00

To balance carried forward for distribution to creditors of Herbert F. Garrettson and Lorraine E. Garrettson, his wife, according to their priority, the sum of..... 286.76

$ 362.26 $362.26

J. THOMAS CLARK
Auditor

August 23, 1956

Cr.

By balance brought forward for distribution to creditors of Herbert F. Garrettson and Lorraine E. Garrettson, his wife, according to their priority, the sum of.....$286.76

Dr.

To Friel Lumber Co., on its judgment entered in this court on October 19, 1955, to wit; in full, as follows:		
Amount of judgment.....	$215.87	
Interest on judgment from October 19,1955 to May 22, 1956.....	6.94	
Attorney's commissions to Turner and Turner, provided in note.....	21.59	
Court costs.....	11.50	$255.90
To W. Edward Barton on his sworn account of $157.90, as a partial payment, .1368 per cent of said account or the sum of..		21.61
To Ewell's Amoco Service Station on its sworn account of $67.55, as a partial payment .1368 per cent of said account or the sum of.....		9.25
	$286.76	$286.76

J. THOMAS CLARK
Auditor

August 23, 1956

NISI RATIFICATION OF AUDIT
Filed August 23, 1956

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr., Attorney named in Mortgage	In the Circuit Court
	for Queen Anne's County
vs.	In Equity
Herbert F. Garrettson and Lorraine E. Garrettson, his wife	Cause No. 4038

ORDERED, This 23rd. day of August in the year nineteen hundred and fifty-six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st. day of September, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 14th. day of September, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed August 23, 1956

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed Sept. 26, 1956

NISI RATIFICATION OF AUDIT

Thomas J. Keating, Jr. Attorney named in Mortgage	In the Circuit Court for
	Queen Anne's County
vs.	In Equity
Herbert F. Garrettson and Lorraine E. Garrettson, his wife	Cause No. 4038

ORDERED This 23rd day of August, in the year nineteen hundred and fifty-six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be

shown on or before the 21st day of September, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of September, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed August 23, 1956
True Copy
Test:

T. SORDEN PIPPIN, Clerk

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., Sept. 25, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of Thomas J. Keating, Jr., vs. Herbert J. Garrettson and Lorraine E. Garrettson, 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 in Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 21st day of September, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of August 1956, and the last insertion on the 6th day of September, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Sept. 26, 1956

FINAL ORDER OF RATIFICATION
Filed Sept. 28, 1956

FINAL ORDER OF RATIFICATION

ORDERED, by The Circuit Court for Queen Anne's County In Equity, this 28th day of September, 1956, that the aforegoing Report and Account of J. Thomas Clark, 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 preceeding Order Nisi; and the Attorney named in the Mortgage is directed to apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

WM. R. HORNEY
JUDGE

Filed Sept. 28, 1956

FINAL ORDER OF RATIFICATION OF AUDIT
Filed Sept. 26, 1956

Clerk's Certificate

Thomas J. Keating, Jr., Attorney named in Mortgage,

Vs.

Herbert F. Garrett and Lorraine E. Garrettson, his wife.

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

Chancery No. 4038

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 23rd day of Aug., 1956, have been paid in accordance with the requirements of Section 38 of Article 17 of the Code of Public General Laws.

Clerk's 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 26th day of Sept., in the year nineteen hundred and fifty-six.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

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

CAUSE NO. 4021

JOSEPHINE H. DUNN Chester, Maryland, COMPLAINANT, Vs. ELMA WILSON Street Address Unknown Baltimore, Maryland, CHARLES ROBERTS Havre de Grace, Maryland, MARY LONG 1108 Olive Place Philadelphia, Pennsylvania BURTON JACKSON Centreville, Maryland, SAM JACKSON Centreville, Maryland, WILLIAM JACKSON Centreville, Maryland, MADELINE THURSTON 2334 Seybert Street Philadelphia, Pennsylvania, ETTA RHYANES Centreville, Maryland, GUSSIE GROSS Centreville, Maryland, ARTHUR WILSON Street Address Unknown Philadelphia, Pennsylvania THE UNKNOWN HEIRS OF ANNIE GRIFFIN, Deceased, and COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, a body corporate and politic, Centreville, Maryland RESPONDENTS.	In the Circuit Court for Queen Anne's County in Equity Cause No. 4021

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, Josephine H. Dunn, brings this suit for herself, as well as for all other creditors of Annie Griffin, late of Queen Anne's County, Maryland, deceased, who will come in and contribute to the expense of said suit; and your Oratrix complaining says:

1. That your Oratrix is an open account creditor of Annie Griffin, deceased, for payments made and services performed for the decedent in the total sum of $814.71, said payments having been made and services performed, all at decedent's request or for her estate, in the amounts and at the times set forth in the itemized statement thereof marked "Exhibit A", which is filed herewith and prayed to be taken as a part hereof, of which said total amount your Oratrix has received no part prior to the filing of this Bill of Complaint.

2. That the said Annie Griffin died a resident of Queen Anne's County, Maryland, on or about the 11th day of August, 1955, intestate, leaving surviving her as her only heirs at law known to your Oratrix, the several respondents, all first cousins of the decedent, with the addition of your Oratrix herself, who is also a first cousin of the decedent, said respondents being as follows: Elma Wilson, Charles Roberts, Mary Long, Burton Jackson, Sam Jackson, William Jackson, Madeline Thurston, Etta Rhyanes, Gussie Gross, Arthur Wilson, and the unknown heirs of Annie Griffin, deceased. All of said respondents are adults.

3. That the said Annie Griffin died possessed of no personal estate, that no Letters of Administration have been granted on her estate, and that she died seized, possessed, and/or entitled to a lot of land situate, lying and being in the Third Election District of Queen Anne's County, in the State of Maryland, on the Centreville-Brownsville Road, adjoining lands of Louis Rhyanes near the Brownsville School, and assessed to the decedent for local taxes, being the same land described as Parcel No. 3 in the deed from the County Treasurer to the County Commissioners of Queen Anne's County, dated June 22, 1938, and recorded among the land records of said Queen Anne's County in Liber W.H.C. No. 6-A, folio 607, the decedent having paid the taxes on said property for many years subsequent to the recording of said deed, of which a certified copy, marked "Exhibit B", is filed herewith and prayed to be taken as a part hereof; and being also the same land which Annie Griffin acquired in fee simple as the sole heir-at-law of Margaret Newnam, nee Jackson, who died intestate prior to 1914, a resident of Queen Anne's County, seized and possessed

thereof by virtue of the deed to Margaret Jackson from John Pembroke and Emiline Pembroke, his wife, dated April 30, 1897, and recorded among the land records of Queen Anne's County in Liber W.H.C. No. 8, folio 305, wherein said land is described as follows: "All that parcel of land, situate in the town of Brownville, Queen Anne's County aforesaid, adjoining the lands of Philemon Anderson, James Lester, Louis Rhines and Henry Rhines, and containing one (1) acre of land, more or less".

TO THE END, THEREFORE:

1. That a Trustee may be appointed under the decree of this Honorable Court to sell the lot of land and dwelling hereinabove described for the purpose of applying the net proceeds of sale to the payment of the debts of Annie Griffin, deceased.

2. That your Oratrix may have the Order of Publication against the unknown heirs of Annie Griffin, deceased, Elma Wilson, street address unknown, Baltimore, Maryland, and Madeline Thurston and Arthur Wilson, non-resident respondents.

3. That your Oratrix may have such other and further relief as her case may require.

And as in duty bound, etc.

HOWARD WOOD, 3RD.
Attorney for Complainant

Filed Dec. 16, 1955

EXHIBIT A
Filed Dec. 16, 1955

Chester, Maryland
December 7, 1955

Estate of Annie Griffin, deceased

in account with
Josephine H. Dunn,
Chester, Maryland

To payment made for opening grave of the decedent, 8/14/55:	
To payments made and services performed for the decedent at her request as follows, that is to say:	$ 15.00
August 6, 1955, to H. F. McPherson, M.D., medical expenses of decedent's last illness	5.00
August, 1954, to August, 1955: 17 payments to Dr. Pelicon, Baltimore, Maryland, medical expenses of decedent's last illness, at $7.00 per visit	119.00
August, 1955: Nursing services rendered by Joseph H. Dunn	9.00
August, 1954 to August, 1955: Transportation, Centreville to Baltimore and return, 17 trips at $6.22	105.74
August 8, 1952 to August 8, 1955: food purchased for and delivered to the decedent	468.00
August 8, 1952 to August 8, 1955: Clothing and shoes purchased for and delivered to the decedent	75.00
February 13, 1953: Payment to Treasurer of Queen Anne's County for 1952 State and County taxes on the real estate of the decedent	5.83
February 10, 1954: Payment to Treasurer of Queen Anne's County for 1953 State and County taxes on the real estate of the decedent	6.16
February 15, 1955: Payment to Treasurer of Queen Anne's County for 1954 State and County taxes on the real estate of the decedent	5.98
	$ 814.71

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

I HEREBY CERTIFY, that on this 9th day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Joseph H. Dunn and made oath in due form of law that she believes the money, goods, merchandise, effects and chattels charged in the annexed account were bona fide delivered as charged, and that the work and services charged in said account were bona fide done and rendered as therein charged, and that she hath not to her knowledge or belief received any payment or satisfaction for the articles, work and services and money advanced as therein charged more than credit is duly given for in and appearing upon the said account, nor hath she received any security for the same, and that the account charged and claimed is justly due, according to the best of her knowledge and belief; and at the same time before me personally appeared William Oscar Dunn, and made oath in due form of law that he believes the money, goods, merchandise, effects and chattels charged in the annexed account to have been bona fide delivered and paid as charged, and that the work and services charged in said account were bona fide done and rendered as therein charged at the prices therein charged, and that the amount charged is justly due, according to the best of his knowledge and belief.

WITNESS my hand and notarial seal.

Notary
Public
Seal.

CHARLOTTE A. SEVERA

Notary Public.

EXHIBIT B
Filed March 15, 1956

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#18,951 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-second day of June, in the year nineteen hundred and thirty eight, the following Deed was brought to be recorded, to wit:-

One-Twenty Cent Recordation Tax
Stamp. Endorsed 6/20/38. C.C.
E.J.L.

This Deed, made this 22nd day of June, in the year nineteen hundred and thirty-eight, by and between J. William Keith, of Queen Anne's County, State of Maryland, present County Treasurer for Queen Anne's County, Maryland, party of the first part; and the body corporate, The County Commissioners of Queen Anne's County, (State of Maryland), party of the second part:-

Whereas, at the public tax sales made on the 18th day of May, 1937, by J. William Keith, County Treasurer for Queen Anne's County, under and by virtue of the power and authority as vested and set forth in the provisions of the Laws of the State of Maryland, Acts of the General Assembly of Maryland of 1936, Special Session, Chapter 9, the several parcels of real estate hereinafter described and conveyed were sold unto the body corporate, The County Commissioners of Queen Anne's County, said body corporate being there and then the highest bidders therefor; and

Whereas, the said sales having been duly reported to and finally ratified and confirmed by the Circuit Court for Queen Anne's County, in Equity, by its Order of June 1st, 1938, all of which will appear by reference to the proceedings of Tax Sales entitled "In the Matter of Tax Sales in Queen Anne's County, Maryland for the year 1936", being Chancery Cause No. 3136, and also recorded among the Tax Sales Records in the Office of the Clerk of the Circuit Court for Queen Anne's County, and the purchase moneys having been duly paid as is hereby acknowledged, the said J. William Keith, present County Treasurer for Queen Anne's County, is duly authorized under the Code of Public Local Laws, Article 18, Sections 197 to 218, and as re-enacted under the laws of 1936, chapter 9, to execute a good and valid deed to the purchaser.

Now, therefore, in consideration of the premises and of the sum of one dollar, and in execution of the power and authority vested in him as aforesaid, the said J. William Keith, present County Treasurer of Queen Anne's County, does hereby grant and convey unto the said body corporate, The County Commissioners of Queen Anne's County, (Maryland), its successors and assigns, all the right, title, interest and estate of all and the respective several parties so assessed, or of those claiming by, from or under him, her or them or either of any of them, in and to the following described several parcels of real estate, that is to say:

Parcel No. 1. All the right, title, interest and estate of Frederick W. Hearsch in and to All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Price's Chapel, adjoining the lands of Price Heirs Property, consisting of a farm containing thirteen and one-quarter acres (13=¼Acres) of land, more or less, and improvements, and assessed to Frederick W. Hearsch, and sold for taxes in arrears.

Parcel No. 2. All the right, title, interest and estate of Charles E. Thomas in and to All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Starr, adjoining the lands of Michael Leu, consisting of a lot and improvements, and assessed to Charles E. Thomas, and sold for taxes in arrears.

Parcel No. 3. All the right, title, interest and estate of Annie Griffin in and to All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located on the Centreville-Brownsville Road, adjoining the lands near Brownsville School, consisting of a lot and dwelling, and assessed to Annie Griffin and sold for taxes in arrears.

Parcel No. 4. All the right, title, interest and estate of A. J. McColgain in and to All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located at Love Point consisting of Lots No. 5 and No. 6 in Block No. 1 unimproved land and assessed to A. J. McColgain, and sold for taxes in arrears.

Parcel No. 5. All the right, title, interest and estate of Armour Fletcher in and to All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Pine-Tree-Orem Farm Road adjoining the lands of Perry Cooper, consisting of a lot and dwelling, and assessed to Armour Fletcher, and sold for taxes in arrears.

TOGETHER with the improvements thereon, and the rights, roads, ways, waters, privleges and appurtenances and advantages thereto belonging or appertaining.

To have and to hold the above described respective parcels of land unto the said body corporate, The County Commissioners of Queen Anne's County, Maryland, its successors and assigns, forever and in fee simple.

Witness the hand and seal of the Grantor.

TEST:-

KATHERINE C. MORRIS

J. WILLIAM KEITH (SEAL)
County Treasurer of Queen Anne's
County, Maryland.

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

I hereby certify, that on this 22nd day of June, 1938, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared J. William Keith, present County Treasurer for Queen Anne's County, Maryland, and acknowledged the aforegoing DEED to be his act.

Witness my hand and Notarial Seal.

KATHERINE C. MORRIS
Notary Public

Notary Public Seal.

My Commission expires: May 1-1939

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber W.H.C. 6-A, folios 607, a Land Record Book for Queen Anne's County.

Clerk's Seal.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Fourteenth day of December in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

MILITARY AFFIDAVIT
Filed Dec. 16, 1955

JOSEPHINE H. DUNN		In the Circuit Court for Queen Anne's County in Equity
vs.		
ELMA WILSON, et al.		Cause No. 4021

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY that on this 9th day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Josephine H. Dunn, and made oath in due form of law that none of the several respondents named in her Bill of Complaint in this cause, to wit: Elma Wilson, Charles Roberts, Mary Long, Burton Jackson, Sam Jackson, William Jackson, Madeline Fisher, Etta Rhyanes, Gussie Gross, Arthur Wilson, is in the military service of the United States of America, as defined by the Soldiers' and Sailors' Civil Relief Act and amendments, nor has been in such service within six (6) months prior to the date of this affidavit, and that this information is gotten from persons who know said repondents.

WITNESS my hand and notarial seal.

CHARLOTTE A. SEVERA
Notary Public.

Notary Public Seal.

Filed Dec. 16, 1955

ORDER OF PUBLICATION
Filed Dec. 16, 1956

Cause No. 4021

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

JOSEPHINE H. DUNN, Chester, Maryland, COMPLAINANT, Vs. ELMA WILSON, Street Address Unknown, Baltimore, Maryland, CHARLES ROBERTS, Havre de Grace, Maryland, MARY LONG, 1108 Olive Place, Philadelphia, Pennsylvania, BURTON JACKSON, Centreville, Maryland, SAM JACKSON, Centreville, Maryland, WILLIAM JACKSON, Centreville, Maryland, MADELINE THURSTON, 2334 Seybert Street, Philadelphia, Pennsylvania, ETTA RHYANES, Centreville, Maryland, GUSSIE GROSS, Centreville, Maryland, ARTHUR WILSON, Street Address Unknown, Philadelphia, Pennsylvania, the UNKNOWN HEIRS OF ANNIE GRIFFIN, Deceased, and COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, A body corporate and politic, Centreville, Maryland, RESPONDENTS.

Carried forward to folio 515

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QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Sixteenth day of May, in the year nineteen hundred and fifty six, the following Bill for Sale of Real Estate was filed for record, to wit:

William McKenney, 3rd,
Centreville, Md.

vs.

John McKenney,
Maria M. McKenney,
Centreville, Md.

In The Circuit Court For

Queen Anne's County, In

Equity No. 4044

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orator, complaining, says:

1. That William McKenney, late of Queen Anne's County, Maryland, deceased, was at the time of his death on July 23rd, 1897, seized in fee simple of a large and valuable tract of real estate known as the McKenney Home Place, situate in the town of Centreville, Third Election District of Queen Anne's County, Maryland, and which vested in him by virtue of deed from W. I. Gibson, Trustee, dated November 19, 1860, and being recorded among the land records for Queen Anne's County, Maryland in Liber M. B., No. 1, Folio 472, a certified copy of said deed is filed herewith and marked Exhibit 1.

2. That the said William McKenney at his death left a Last Will and Testament with Codicils thereto, and that the same was duly admitted to probate by the Orphans' Court for Queen Anne's County on July 29th, 1897, and being of record in said Orphans' Court in Record Book of Wills in Liber F. R., No. 2, Folio 29, a certified copy of which is filed herewith and marked Exhibit 2.

3. That thereafter in suit filed in this Court entitled William McKenney, et. al. versus Maria M. McKenney, et. al. for the allotment and division of the estate of said William McKenney, deceased, under his last will and testament, this Court on November 6, 1915 by its Final Decree of Partition, in Division and Allotment No. 5, decreed said McKenney Home Place to William McKenney (2nd) for life under said will, said suit being Cause No. 2120 and being recorded among the Judgment in Extenso Records, Divison of Wm. McKenney Estate, in Liber W. F. W., No. 3, Folio 1 etc, of this Court.

4. That the said William McKenney (2nd) departed this life on June 4, 1921, leaving a last will and testament, the same being duly admitted to probate in the Orphans' Court for Queen Anne's County on June 14, 1921, being of record in said Orphans' Court in Record Book of Wills, Liber W. T. B., No. 1, Folio 240, a certified copy of which is filed herewith and marked Exhibit 3, that in said will said deceased disposed of the real estate including the McKenney Home Place which had been placed in trust by his father, said William McKenney (1st), in accordance with his said father's will free and clear of said trust.

5. That thereafter in suit filed in this Court entitled Margaret D. McKenney, etc, et. al. versus William McKenney, 3rd, et. al. for the allotment and division of the estate of said William McKenney (2nd), deceased, under his last will and testament, this Court on September 26, 1924, by its Final Decree of Partition, in Division and Allotment No. 1, decree 7.8 acres, more or less, of McKenney Home Place to Margaret D. McKenney for the term of her natural life, said suit being Cause No. 2463, and being recorded among the Judgment in Extenso Records, Division of Wm. McKenney Estate, in Liber W. F. W., No. 3, Folio 368 etc of this Court.

6. That the said life tenant of the McKenney Home Place, Margaret D. McKenney, departed this life on September 10, 1955.

7. That the said William McKenney, 3rd, John McKenney and Maria M. McKenney, the parties to this cause, are the only issue of said William McKenney (2nd), deceased, and under his last will and testament are seized in fee simple, in equal shares, as tenants in common of said McKenney Home Place, containing 7.8 acres, more or less, of land.

8. 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 John McKenney and Maria M. McKenney according to their respective rights and interest.

(3) And that your orator may have such other and further relief as his case may require.

And as in duty bound, etc.,

WILLIAM McKENNEY, 3rd.
William McKenney, 3rd -Orator

J. THOMAS CLARK
Attorney for Orator

Filed May 16, 1956

EXHIBIT NO. 1
Filed May 16, 1956.

Queen Ann's County to wit: Be it remembered that on the Eleventh day of January in the year of our Lord one thousand eight hundred and sixty one the following Deed was brought to be recorded

This Deed made this nineteenth day of November in the year Eighteen hundred and sixty by Woolman I. Gibson, of Queen Anne County in the State of Maryland, Trustee:-

Whereas Robert Goldsborough and Eleanor D. Goldsborough his wife by their deed duly executed on the 27th day of March in the year Eighteen hundred and fifty eight now of record in the Clerks office of Queen Anne County aforesaid, conveyed to the said Woolman I. Gibson all the real and personal property named in said deed in trust that he should sell the same and apply the proceeds thereof as directed in said deed of Trust, and whereas at a public sale, of some of the real estate mentioned in said deed made by the said Woolman I. Gibson as Trustee as aforesaid, William McKenney became the purchaser, he being the highest bidder therefor, of the several lots of land and premises, parcels of said real estate so as aforesaid conveyed in Trust, hereinafter particularly mentioned and described for and at the sum of Five thousand eighty two dollars and eighty one cents for the whole, and has fully paid the said purchase money to the said Trustee. Now This Indenture Witnesseth, that in consideration of the premises the said Woolman I. Gibson Trustee doth grant unto the said William McKenney all the right, title and estate which the said Robert Goldsborough and Eleanor his wife had, at the date of the execution of the said deed of Trust of in and to the following parts of tracts or parcels of land lying and being in Centreville Queen Anne County aforesaid or adjacent thereto, namely, all those lots of ground being a part of a tract or parcel of land called "Chesterfield" in the town of Centreville aforesaid and on the left side of main or commerce street travelling Southward, containing nearly four acres of land which are particularly described in a deed from Mary Nicholson to Dr. John Bracco and Henrietta his wife afterwards Henrietta Goldsborough bearing date the twenty fifth day of July in the year Seventeen Hundred and ninety two duly executed and recorded in the Liber S.T.W. No. 20 folios 258 & 259 one of the record books for Queen Anne County, excepting therefrom a small slip of land enclosed in the garden on the North side of said lots of ground, conveyed by the said Woolman I. Gibson to John Palmer with the House and lot sold to him by the said Gibson as Trustee: the said lots being the same on which stands the large two story brick dwelling fronting main or commerce Street and the outhouses belonging thereto and the garden and back and front yards appertaining thereto; also all that lot of ground in said town lying between the aforesaid lots of ground and Water street, containing three quarters of an acre of land more or less, it beingthe same, which was conveyed by Joseph H. Nicholson Jr. to Robert Goldsborough by deed bearing date the twelfth day of May Eighteen hundred and four duly executed and recorded in Liber S.T.W. No. 7 folios 86, 87 & 88 one of the land record books of Queen Anne County: also all that other lot of ground lying and being in said town of Centreville, between the lots of ground herein first before described and the main road leading from Chester Mill to Ruthsburgh it also being a part of the tract of land called Chesterfield, containing three acres and a half of land more or less, and the same which was conveyed by the aforesaid Mary Nicholson to the aforesaid Henrietta Bracco by deed bearing date the Second day of January in the year Seventeen hundred and ninety five duly executed and recorded in Liber S.T.W. No. 3 folios 163, 164 & 165 one of the record books of Queen Anne County aforesaid, also all that other portion of land being a part of "Chesterfield" beginning on Water street extended at the easternmost corner of the aforesaid lot secondly herein described as containing three fourths of an acre and running thence with and binding on Water Street aforesaid extended South fifty degrees thirty minutes East fourteen perches and thirteen twenty seconds of a perch to the lane attached to the property sold by the said Woolman I. Gibson Trustee to Robert G. Price, then South by and with said lane thirty nine degrees and thirty minutes East one perch and one Seventh of a perch, then South thirty four degrees West twenty two perches and three fourths of a perch to the road leading from the South of the town of Centreville to Ruthsburgh then by and with said road North sixty five degrees West fourteen and one fourth perches to the corner of the aforesaid lot described as containing three acres and a half, then by and with said lot and by and with the aforesaid other lots hereinbefore described North thirty four degrees East forty eight perches to the place of beginning containing four acres and two roods of land, the same being a portion of the eight acre lot more or less described in a deed from Joseph H. Nicholson Jr. to Dr. Robert Goldsborough bearing date the twenty sixth day of March Eighteen hundred and eleven duly executed and recorded in Liber S.T.W. No. 9 folios 487, 488 & 489 one of the land records of Queen Anne County aforesaid. Witness my hand and seal

Test W. T. GIBSON, Trustee (seal)

Wm. H. Dyott

Maryland Queen Anne County to wit: I hereby certify that on this nineteenth day of November in the year Eighteen hundred and sixty before me the Subscriber a Justice of the peace of the State of Maryland in and for Queen Anne County personally appeared Woolman I. Gibson Trustee as described in the foregoing deed and acknowledged the said deed or instrument of writing to be his act.

Acknowledged before and certified by

Wm. H. DYOTT J.P.

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

This is to certify that the aforegoing is truly taken and copied from Liber M.B. No. 1, folios 472 etc., a Land Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed

Circuit Court
Seal's Place

my name and affixed the Seal of the Circuit Court for Queen Anne's County, this 16th day of May, in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk.

Filed May 16, 1957

CERTIFIED COPY OF LAST WILL AND TESTAMENT AND CODICILS THERETO OF WILLIAM McKenney, deceased.
EXHIBIT No. 2.
Filed May 16, 1956.

In the name of God, Amen!

I, William McKenney, of Queen Anne's County, State of Maryland, do make, publish and declar 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 House 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 thebest 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 Repairs, availability for the purpose of Sale &c -

In the third place, I do give and devise unto 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 or to be incorporated therewith, part of my purchase of Frances Council and lying on the left of the Public Road from Green Lots to Reeds 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 givts to me from my Father.

In the Sixth place, I do give and bequeath to 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 Grandfather, John McKenney, taken at twwenty 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 Steel 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 virtu &c, to be equitably and equally distributed among my children by my Executors hereinafter 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 further more 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 any one 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 to 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 award of money to be a lien and charge on the share of Real Estate of the child of 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 of rejection, &c., 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 behalfs, to receive, have, hold, 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 further.

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 Trustees 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 remining 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 consider it unsafe and 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 the trusts 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 qui 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 qui trusts,- in the case of my Sons, to them, 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 case of the death of any one of my children 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 Grandmother's 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 any one or more of the respective Trustees of my respective children, if advantageous to the best interest of his or their cestui qui trusts, at any time to sell the respective share of my Real Estate of his or their respective cestui qui trust and the proceeds thereof to have, hold, manage and invest for the benefit of his or their cestui qui trust as provided in case it had remained land and subject to the same devolution or title or power of disposition by the cestui qui trusts, 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, can not 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 will 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 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 and 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 of May 1883.

Wm. McKenney (Seal)

Signed, sealed and declared by the above named Testator, William McKenney, as and for his last will and 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:- Finley Roberts Register of Wills
for Queen Anne's County

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 republish 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 and the large increase in my Real Estate possessions, the substitution of W. L. Holton being regarded by me to some extent as a matter of 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 Caluse 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 estates 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 estate 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 <u>without issue</u> his or her portion shall go to the Survivor or Survivors of them by this additional provision and explanation, that the terms <u>Survivor or Survivors of them</u> 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 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 trusts engrafted on the remaining three fourths thereof and to the same devolution of title and the same power of disposition by last will - 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 attestive 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 aforegoing 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 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 and 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.

William 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, hereby conferring upon him all the powers, authority and duties conferred by 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 debt, 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 acutal 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 Feby 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. Fletcher 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, suscribing 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.

Cert: per Finley Roberts, Register of Wills for
Queen Anne's County.

I, William McKenney, of Queen Anne's County, State of Maryland, having made my last will and 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. Georgia 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 profits 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 the 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 therein, 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 provision 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 any 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 and 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 chilfen", 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 interests 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 me, 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, 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 testator therein named sign and seal said codicil as and for a codicil to his last will and testament; that they heard him publish, pronounce and declare the same as and for 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 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.

Queen Anne's County, Sct.)
29th 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 the 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.

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 aforegoing is a true copy of the last Will and Testament and Codicils (4) thereto of WILLIAM McKENNEY, late of Queen Anne's County, deceased, together with the proof thereof as filed and passed in this office on July 29th, 1897 and recorded in Liber F. R. No. 2 Folio 29, etc. in Record Book of WILLS in the Orphans' Court for Queen Anne's County, Maryland

Orphans' Court Seal.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 14th day of May 1956.

E. CLYDE WALLS
Register of Wills for Queen Anne's County, Maryland

Filed May 16, 1956

CERTIFIED COPY OF LAST WILL AND TESTAMENT OF
WILLIAM McKENNEY, deceased. EXHIBIT #3.
Filed May 16, 1956.

I, William McKenney of Queen Anne's County, State of Maryland, do make, publish and declare this to be my Last Will and Testament, that is to say:

After the payment of my just debts and funeral expenses, I do give, devise and bequeath my estate and property real, personal and mixed, as follows:

ITEM 1. I do give and devise unto my wife, Margaret D. McKenney, should she survive me, an equal proportion of all my estate and property with the proportion my children shall receive under the provisions of this Will; said proportion, however, to be held by and enjoyed by my said wife for and during the term of her natural life and no longer, and from and after her death such proportion shall be equally divided, distributed and paid over to my children living at the time of her death, in equal proportions, the issue of any deceased child to take the part to which the parent would be entitled if living: should my wife predecease me nothing shall pass to my children under this clause.

ITEM 2. All the rest, residue and remainder of my estate and property real, personal and mixed I do give, devise and bequeath unto my choldren, to be held in trust, however, for the following purposes, and upon the following trusts, that is to say; I do will and direct that the same shall be divided and allotted to my children living at the time of my death in equal proportion each, and that said respective allottments shall be held in trust for my respective children by a trustee or trsutees to be appointed by the Circuit Court for Queen Anne's County, in Equity, for that purpose.

I do will and direct that the trustee or trustees of my respective children shall have, hold, manage, invest, and re-invest the several trust estates received by said trustee or trustees, and shall pay over, semi-annually, the net rents, profits, issues and income to the cestui que trust personally during the continuance of the trust estate and the said trustee is authorized and directed to pay over one fourth of the principal of the trust estate to his or her cestui que trust upon his or her arrival at the age of twenty one years, and is further authorized to pay over to the cestui que trust an additional one fourth at his or her arrival at the age of thirty years, and the remainder of the estate, remaining in the hands of the trustee after the payments as aforesaid, shall remain in trust during the remainder of the life of the cestui que trust who shall receive the rents, profits, issues and incomes for and during the term of his or her natural life: at the death of the cestui que trust the trustee shall pay over and convey the trust estate remaining in the hands of the trustee to the issue of the cestui que trust if there be issue and if there be no issue, then and in that event, to the survivor or survivors of my children; should any of my children predecease me and leave issue living at the time of his or her death, the issue shall receive the part to which the parent would be entitled if living, free, clear and discharge of any trust. The division and allottment of my estate to be made by a commission of three male citizens of Queen Anne's County, to be appointed by the Circuit Court for Queen Anne's County, in Equity, upon the petition of any person interested in the distribution and allottment of my estate: the division to be reported to said Court for its rejection or confirmation.

ITEM 3. I do authorize the trustee or trustees, to be appointed to carry out the provisions of this Will, to make sale of any portion of the trust estate held by such trustee to enable him to carry into effect the provisions of this Will in reference to the payments to his xestui que trust, or to make sale under an order of the Circuit Court for Queen Anne's County, in Equity, if, upon proof, a sale will be for the interest and advantage of the trust estate and the proceeds, in the event of sale for the interest and advantage of the trust estate, shall remain subject to all the provisions of my Will in reference to the original trust.

ITEM 4. I do hereby revoke all other Wills and Testaments and Codicils heretofore made by me and do hereby constitute and appoint my wife, Margaret D. McKenney, and Thomas J. Keating to be the executors of this my Last Will and Testament.

ITEM 5. I do will and direct that the provisions of this Will shall apply to all my individual property and estate and to all property and estate over which I have the power of disposition by and under the terms of the Last Will and Testament of my deceased father, William McKenney, bearing date the twelfth day of May, in the year eighteen hundred and eighty three, and all Codicils to said Last Will and Testament, all of which have been duly admitted to probate by the Orphans' Court for Queen Anne's County, Maryland, and are now of record in the office of the Register of Wills for Queen Anne's County, Maryland, in Liber F. R. No.-2, folio 29 &c., a Will Record Book for Queen Anne's County, Maryland; and I do hereby execute the power of disposition given me in

said Last Will and Testament and all Codicils thereto as aforesaid.

In testimony whereof I have hereunto subscribed my name and affixed my seal this thirtieth day of November, in the year nineteen hundred and eleven.

Wm. McKenney (SEAL).

Signed, sealed and delivered by the above named Testator, William McKenney, as and for his Last Will and Testament, in the presence of us, who, at his request, in his presence, and in the presence of each other, have hereunto subscribed their names as witnesses thereto.

William L. Holton

Henry T. Deaver

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

On the fifteenth day of June A.D. 1921 came William McKenney Jr., Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of William McKenney late of Queen Anne's County, deceased, and made oath, in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to ___ hand and possession, and that he does not know nor has he heard of any other and that he received the same from safe of William McKenney, deceased, on or about the eighth day of June A.D. 1921.

Sworn before

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

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

On the fifteenth day of June 1921 came William L. Holton and Henry T. Deaver, subscribing witnesses to the aforegoing last Will and Testament of William McKenney late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testator sign and seal said Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, and 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 together subscribed their name, as witnesses, to said Will, at his request in his presence and in the presence of each other.

Sworn in open court.
Test:

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

STATE OF MARYLAND, SCT:

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY:

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of William McKenney late of Queen Anne's County, deceased, having been exhibited for Probate, and no objection thereto having been made, although notice, according to law, appears to have been given to the next relations of said deceased;

The Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, orders and decrees, this fourteenth day of June A.D., 1921, that the same be admitted in this Court as the true and genuine last Will and Testament of the said William McKenney deceased.

W Hopper Gibson

John R. Benton

Chas E. Cannon
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 aforegoing is a true copy of the last Will and Testament of William McKenney, late of Queen Anne's County, deceased, together with the proof thereof as filed and passed in this office on June 15, 1921 and recorded in Liber W.T.B. No. 1 Folio 240 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 2nd day of May 1956.

Orphans' Court Seal.

E. CLYDE WALLS
Register of Wills for Queen Anne's County, Maryland

Filed May 16, 1956

SUBPOENA
Filed May 25, 1956.

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Seal's Place QUEEN ANNE'S COUNTY, TO WIT:

To Maria M. McKenney
Centreville, Md.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of William McKenney, 3rd., Centreville, Md. against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 16th day of May, 1956.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name J. Thomas Clark T. SORDEN PIPPIN, Clerk

Address Centreville, Md.

And on the back of the aforegoing is the following endorsement, to wit:-

Defendant summoned by reading subpoena to her and leaving copies of subpoena and bill of complaint with her this 22nd day of May 1956.

ALEXIS M. BUTLER
Sheriff

SUBPOENA
Filed May 29, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

SEAL'S PLACE QUEEN ANNE'S COUNTY, TO WIT:

TO John McKenney
Centreville, Md.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of William McKenney, 3rd, Centreville, Md. against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of May, 1956.

Issued the 16th day of May, 1956.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

T. SORDEN PIPPIN, Clerk

Name J. Thomas Clark

Address Centreville, Md.

And on the back of the aforegoing is the following endorsement, to wit:-

Defendant summoned by reading subpoena to him and leaving copies of subpoena and bill of complaint with him this day of May 1956.

ALEXIS M. BUTLER
Sheriff

ANSWER
Filed June 13, 1956

William McKenney, 3rd

vs.

John McKenney,
Maria M. McKenney

In The Circuit Court For

Queen Anne's County

Equity No. 4044

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of John McKenney and Maria M. McKenney, respondents, to the bill of complaint filed against them in this cause, shows:

1. These respondents admit the allegations of paragraph number 1 of the bill;

2. These respondents admit the allegations of paragraph number 2 of the bill;

3. These respondents admit the allegations of paragraph number 3 of the bill;

4. These respondents admit the allegations of paragraph number 4 of the bill;

5. These respondents admit the allegations of paragraph number 5 of the bill;

6. These respondents admit the allegations of paragraph number 6 of the bill;

7. With respect to the allegations of paragraph number 7 of the bill, these respondents say that William McKenney, 3rd, complainant, John McKenney and Maria M. McKenney, respondents, are the only children of William McKenney (2nd), deceased, and that he had no other child or children who predeceased the life tenant leaving issue surviving her; and further answering the allegations of paragraph number 7 of the bill, these respondents say that they and the said William McKenney, 3rd, complainant, under the last will and testment of William McKenney (2nd), deceased, are seized in fee simple in equal shares as tenants in common of the McKenney Home Place, containing 7.8 acres of land, more or less, referred to in the bill;

8. These respondents admit the allegations of paragraph number 8 of the bill;

9. And having fully answered the bill, these respondents agree that the same be sumitted with its exhibits and this answer for a decree, as prayed in the bill;

And as in duty bound, etc.,

JOHN McKENNEY
(John McKenney)

MARIA M. McKENNEY
(Maria M. McKenney)

HOWARD WOOD
(Howard Wood)
Attorney for Respondents

Filed June 13, 1956

STIPULATION
Filed June 14, 1956

William McKenney, 3rd

vs.

John McKenney,
Maria M. McKenney

In The Circuit Court For

Queen Anne's County

Equity No. 4044

STIPULATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

It is stipulated by and between the complainant, William McKenney, 3rd, and the respondents, John McKenney and Maria M. McKenney, that the value of the property known as the McKenney Home Place containing 7.8 acres of land more less, with its improvements and appurtenances, which is the subject of this suit, has a market value for the purpose of setting the amount of the Trustees' bond in the sum of $30,000.00.

WILLIAM McKENNEY, 3rd.
(William McKenney, 3rd)

J. THOMAS CLARK
(J. Thomas Clark)
Attorney for Complainant

JOHN McKENNEY
(John McKenney)

MARIA M. McKENNEY
(Maria M. McKenney)

HOWARD WOOD
(Howard Wood)
Attorney for Respondents

Filed June 14, 1956

DECREE
Filed June 19, 1956

WILLIAM McKENNEY, 3rd

Vs.

JOHN McKENNEY, and
MARIA M. McKENNEY

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

Equity No. 4044

DECREE

The above cause standing ready for hearing, and being submitted without arguement on Bill and Answer, the Bill of Complaint, exhibits, Answer and other proceedings were, by the Court, read and considered.

IT IS THEREUPON, on this 19th day of June, 1956, 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 be sold at public sale to be conducted by the Trustees hereinafter appoint, for the purpose of dividing the proceeds of sale among the parties entitled to said real estate.

That J. Thomas Clark and Howard Wood, of Queen Anne's County, State of Maryland, be and they are hereby appointed trustees to make said sale, but before they shall proceed to act as such trustees they shall file with the Clerk of this Court a bond to the State of Maryland with corporate surety to be approved by said Clerk in the penalty of Thirty Thousand Dollars.

That they shall advertise the time, place, manner and terms of sale in a newspaper printed and published in said Queen Anne's County for at least three weeks prior to the day of sale, said terms to provide payment of the entire purchase price in cash, or 10 per cent of the purchase price in cash, and the balance upon final ratification of said sale by this Court, the deferred payment to bear interest from day of sale and be secured to the Trustees' satsifaction.

That they shall then proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidder for said property; provided that they may offer the property alternatively in parts or in whole, as may bring the highest aggregate bids.

That they shall report a full account of said sale or sales to this Court with an affidavit of the truth and fairness thereof.

That, upon the final ratification of each said sale, and full payment of the purchase money, they shall convey unto each purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold to him, or them, free, clear and discharged of all claims of the parties to this cause, or of those claiming by, through or under them or any of them.

That said trustees shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to said trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Wm. R. HORNEY
Judge

Filed June 19, 1956

CERTIFIED COPY OF BOND
Filed June 21, 1956

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty first day of June in the year nineteen hundred and fifty six, the following Bond was filed for record, to wit

KNOW ALL MEN BY THESE PRESENTS, that we, Howard Wood, 3rd and J. Thomas Clark, of Centreville, Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Thirty Thousand Dollars ($30,000.00), current money, to be paid to the State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated the 19th day of June, in the year nineteen hundred and fifty-six.

WHEREAS, the above bounden Howard Wood, 3rd and J. Thomas Clark, by virtue of a decree of the Circuit Court of Queen Anne's County, In Equity, have been appointed trustees to sell the property mentioned in the partition proceedings in the case of William McKenney, 3rd vs. John McKenney, et. al., now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the above

bounden Howard Wood, 3rd and J. Thomas Clark 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

LUCILLE HOUTS

HOWARD WOOD 3rd (SEAL)
Howard Wood, 3rd

J. THOMAS CLARK (SEAL)
J. Thomas Clark

Witness as to surety

J. D. STUTZ
J. D. Stutz

UNITED STATES FIDELITY AND GUARANTY COMPANY

By HAROLD T. AXTELL

Harold T. Axtell
Attorney in fact

Corporate Seal.

And at the foot of the aforegoing is the following endorsement, to wit:

Security approved and Bond filed June 21, 1956.

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney is attached hereto.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 174, 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 first day of August in the year nineteen hundred and fifty six.

Circuit Court Seal.

T. SORDEN PIPPIN
Clerk

PETITION AND MODIFICATION OF DECREE
Filed July 13, 1956

William McKenney, 3rd

vs.

John McKenney, and
Maria M. McKenney

In The Circuit Court For

Queen Anne's County In

Equity No. 4044

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of J. Thomas Clerk and Howard Wood, Trustees in this Cause, William McKenney, 3rd, John McKenney and Maria M. McKenney, parties of interest in this cause and owners of the real estate the subject of this suit, and John G. Watson, purchaser, respectfully represents unto your Honor:

1. That heretofore in this cause, said William McKenney, 3rd, instituted this suit against John McKenney and Maria M. McKenney praying that the real estate known as "The McKenney Homeplace" and owned by said parties be sold and the proceeds of sale divided among them, under the authority and jurisdiction of this Court.

2. That thereafter, this court by its decree of June 19, 1956, appointed J. Thomas Clark and Howard Wood, Trustees to make said sale authorizing said trustees to make sale by public auction after due and proper advertisement for at least three weeks in a newspaper printed and published in Queen Anne's County, Maryland, upon the condition that said trustees first qualify by posting bond in the sum of $30,000.00, which must be approved by the Clerk of this Court.

3. That thereafter, the said trustees dully qualified by posting and approved bond in the required sum, and then proceeded to advertise said real estate for public sale as of July 24, 1956.

4. That as of this date through the efforts of Linwood C. Yates and Company, Centreville, Maryland, the said John G. Watson has made an offer of $40,000.00 cash, for the purchase of the said McKenney Home Place, at private sale, upon the following terms and conditions, to wit:

a. That the sum of $6,000.00 will be paid down to said trustees upon the purchase price at the time this Court decrees such a sale.

b. That the balance of said purchase price, the sum of $34,000.00 will be paid to said trustees within sixty days from the date this Court decrees such a sale and after the sale has been properly ratified, upon the execution by the trustees of a warranty deed conveying a merchantable fee simple title to said real estate. That if a good fee simple title can not be conveyed the purchase money will be refunded by said trustees.

c. That all taxes, insurance will be adjusted upon date of final settlement, possession will be given as of date of final settlement, and no interest will be charged upon the unpaid balance of purchase money.

d. That all proposed sketches showing a tentative division of said property will be turned over to said John G. Watson on date of final settlement, and all costs of said division to date will be borne by the said trustees. A copy of which sketch is filed herewith and made a part hereof.

e. That all costs for title papers, documentary stamps and notary fees will be at the expense of said John G. Watson.

5. That the said trustees believe said offer for said real estate is a reasonable one and greater in amount than they would recieve at a public sale of said premises.

6. That the said William McKenney, 3rd, John McKenney and Maria M. McKenney, the owners of the real estate the subject of this suit, expressly join in this petition to show to this Court their desire and consent to such private sale upon the terms heretofore set forth.

7. That the said John G. Watson, purchaser, and said trustees, expressly agree to the terms of sale heretofore set forth.

8. That your petitioners, namely, J. Thomas Clark and Howard Wood, trustees, John McKenney, Maria M. McKenney and William MCkenney, 3rd, have agreed to pay Linwood C. Yates and Company, a real estate broker, for procuring said purchaser the sum of $2000.00, as a fee for his services, if the Court approves said sale.

To the end, therefore:

1- That the decree of this Court of June 19, 1956, be modified so that your trustees may be permitted to sell said real estate known as the McKenney Home Property to John G. Watson upon the terms and conditions above set forth.

2- That your trustees be permitted to pay to Linwood C. Yates and Company for procuring a purchaser the sum of $2000.00, forthwith,

3- That any and all expenses your trustees have obligated themselves for in preparing for a public sale by way of advertisement, surveying and cleaning up of the premises be authorized to pay same from the proceeds of this sale.

And as in duty bound, etc.

HOWARD WOOD, per J.T.C.
Howard Wood, Trustee

J. THOMAS CLARK
J. Thomas Clark, trustee

WILLIAM McKENNEY 3rd.
William McKenney, 3rd - co-owner

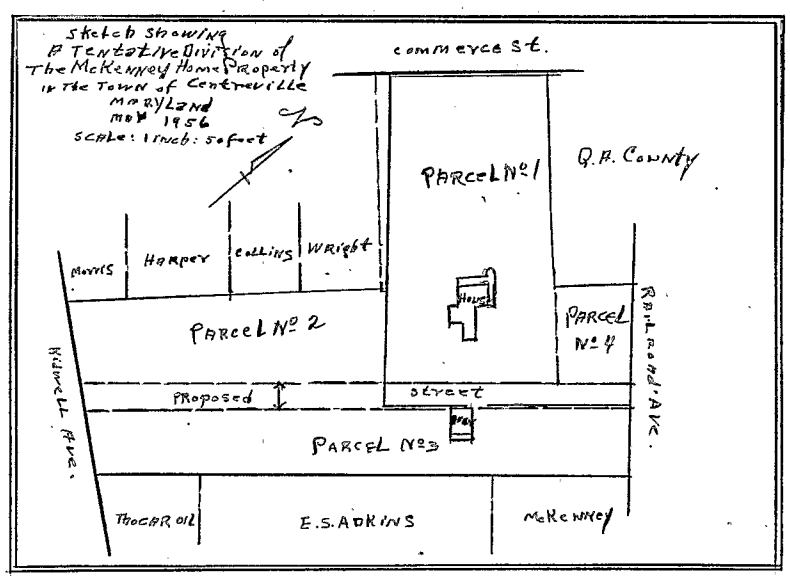
JOHN McKENNEY
John McKenney - co-owner

MARIA M. McKENNEY
Maria M. McKenney - co-owner

JOHN G. WATSON
John G. Watson, purchaser

Filed July 13, 1956

SKETCH SHOWING A TENTATIVE DIVISION OF THE McKENNEY HOME PROPERTY, CENTREVILLE, MARYLAND.
(ONLY THE LEGALIBLE PARTS OF THIS PLAT ARE RECORDED HEREWITH)



Filed July 13, 1956.

WILLIAM McKENNEY, 3rd.

Vs.

JOHN McKENNEY AND
MARIA M. McKENNEY

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Chy. No. 4044

MODIFICATION OF DECREE

Upon the aforegoing petition and consent therein, the decree of this Court dated June 19, 1956, is hereby modified as to that part which pertains to the public sale of the real estate to be sold in these proceedings;

IT IS THEREUPON, on this 13th day of July, 1956, 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 in addition to the provisions of the aforesaid decree pertaining to a public sale of the real estate the said trustees, J. Thomas Clark and Howard Wood, may sell said premises, at their election, at private sale to John G. Watson at and for the sum of Forty Thousand Dollars, of which the sum of $6000.00 shall be paid said trustees in cash at time of sale, and the balance to be paid after final ratification of sale, and not later than sixty days, without interest on unpaid balance of purchase money.

That possession of premises will be given and all taxes and insurance shall be adjusted as of date of final settlement, the cost of title papers, etc. to be at the expense of John G. Watson.

That the said trustees are hereby authorized to pay to Linwood C. Yates & Co., Real Estate Broker, the sum of $2000.00 forthwith, in full payment of his services in procuring said private sale.

That all expenses of said trustees heretofore made in preparation of a public sale by way of advertisement and otherwise are authorized to be paid out of the proceeds of sale.

That the said trustees shall forthwith file with the Clerk of this Court an additional bond to the State of Maryland with corporate surety to be approved by said Clerk in the penalty of ten thousand dollars.

Wm. R. HORNEY
Judge.

Filed July 13, 1956

REPORT OF SALE
Filed July 18, 1956

William McKenney, 3rd

vs.

John McKenney and
Maria M. McKenney

In The Circuit Court For

Queen Anne's County In

Equity No. 4044

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of J. Thomas Clark and Howard Wood, trustees, appointed by decree of this court passed in the above entitled cause on June 19, 1956, and as modified by decree of this court of July 13, 1956, to make sale of certain real estate therein mentioned, repsectfully shows:

1. That after giving bond with security for the faithful performance of their trust, and after having complied with all other rerequisites, as required by said decree and its modification, your trustees did sell the premises located in the town of Centreville, Third Election District of Queen Anne's County, Maryland, known as the McKenney Home Place, at private sale to John G. Watson, Queen Anne's County, Maryland, at and for the sum of Forty Thousand Dollars $40,000.00).

2. The terms of sale were in accordance with the petition and modification of decree of July 13, 1956, of this honorable court.

3. The purchaser has complied with the modification of decree of July 13, 1956, by the payment of Six Thousand Dollars on said purchase price.

The report states the amount of sales to be $40,000.00.

Respectfully submitted,

J. THOMAS CLARK
J. Thomas Clark

HOWARD WOOD
Howard Wood, trustees

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

This is to certify that on this 13th day of July, 1956, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared J. Thomas Clark, co-trustee named in the above report of sale, and made oath in due form of law that the matters and facts set forth in the aforegoing report are true and bona fide as therein set forth, and that the sale therein reported was fairly made.

T. SORDEN PIPPIN
Clerk

State of New York, New York City, to wit:

This is to certify that on this 17 day of July, 1956, before the Subscriber, a Notary Public of the State and City aforesaid personally appeared Howard Wood, co-trustee named in the above report of sale, and made oath in due form of law that the matters and facts set forth in the aforegoing report are true and bona fide as therein set forth to the best of his knowledge, and that the sale therein reported was fairly made.

Witness my hand and notarial seal.

JEANETTE HANDIN
JEANETTE HANDIN
Notary Public in the State of New York
No. 24-6754700
Qualified in King's County
Commission Expires March 30, 195_
Notary Public Seal.

Filed July 18, 1956.

ATTENTION: Order Nisi, copy of bond and Certificate of publication of Order Nisi are recorded immediately following Order of Ratification.

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 18th day of August, 1956, that the sale made and reported by the trustees 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 this cause; and the trustees are allowed the usual commissions and such proper expenses, not personal, as they shall produce vouchers for the special auditor hereinafter appointed; that B. Hackett Turner, Jr., Esquire, is hereby appointed to act as Special Auditor to state an audit of the proceeds of said sale, and that, upon the qualification of such Special Auditor by taking the oath required by law, the proceedings in the above entitled cause shall be forthwith referred to him for such purpose.

Wm. R. HORNEY
Judge

Filed August 20, 1956.

ORDER NISI
Filed July 18, 1956

NISI

William McKenney, 3rd.	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
John McKenney and Maria M. McKenney	)	IN EQUITY
	)	NO. 4044

ORDERED, this 18th. day of July, 1956, that the sale of real estate made and reported in this cause by J. Thomas Clark and Howard Wood, trustees, be ratified and confirmed, on or after the 17th. day of August next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 26th. day of July 1956, and ending on the 9th. day of August 1956.

The report states the amount of sales to be $40,000.00.

T. SORDEN PIPPIN Clerk

Filed: July 18, 1956

CERTIFIED COPY OF BOND
Filed July 23, 1956.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty third day of July in the year nineteen hundred and fifty six, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, J. Thomas Clark and Howard Wood, of Centreville, Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand Dollars ($10,000.00), current money, to be paid to the State of Maryland, or its certain attorney; to which payment well and truly to be made

and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated the 13th day of July, in the year nineteen hundred and fifty-six.

WHEREAS, the above bounden J. Thomas Clark and Howard Wood, by virtue of a decree of the Circuit Court of QUEEN ANNE'S County, In Equity have been appointed trustees to sell the property mentioned in the partition proceedings in the case of William McKenney, 3rd vs. John McKenney, et. al, now pending in this court, and said decree was dated June 19, 1956, and was modified on July 13th, 1956.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the above bounden J. Thomas Clark and Howard Wood so and shall well and faithfully perform the trust reposed in them by any future decree of this or in this premises, then the above obligation shall be viod, otherwise, to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

OLIVER A. BERRY

JEANETTE HANDIN

Witness as to surety

J. I. STUTZ

J. THOMAS CLARK (SEAL)
J. Thomas Clark

HOWARD WOOD (SEAL)
Howard Wood

United States Fidelity & Guaranty Company

By HAROLD T. AXTELL
Attorney in fact
Harold T. Axtell

Corporate Seal.

And at the foot of the aforegoing Bond is the following endorsment, to wit:

Security approved and Bond filed July 23, 1956

T. SORDEN PIPPIN, Clerk

Certified Copy of Power of Attorney is attached hereto.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 166, 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 third day of July in the year nineteen hundred and fifty six.

Circuit Court Seal.

T. SORDEN PIPPIN
Clerk.

CERTIFICATE OF PUBLICATION OF NISI
Filed Aug. 9, 1956

NISI

William McKenney, 3rd
vs.
John McKenney and
Maria M. McKenney

In The Circuit Court for
Queen Anne's County

In Equity
No. 4044

ORDERED, this 18th day of July, 1956, that the sale of real estate made and reported in this cause by J. Thomas Clark and Howard Wood, trustees, be ratified and confirmed, on or after the 17th day of August, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 26th day of July, 1956, and ending on the 9th day of August, 1956.

The report states the amount of sales to be $40,000.00.

T. SORDEN PIPPIN, Clerk

Filed: July 18, 1956.

True Copy
Test:

T. SORDEN PIPPIN, Clerk

3t-8-9

Queen Anne's Record-Observer

Centreville, Md., August 9, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of Wm. McKennery, 3rd vs. John McKenney and Maria M. McKenney 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 17th day of August, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26th day of July 1956, and the last insertion on the 9th day of August, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Aug. 9, 1956.

PETITION TO SUBSTITUTE JOHN AND MARIA M. McKENNEY AS PURCHASERS, IN PLACE OF JOHN G. WATSON.
Filed Sept. 7, 1956.

WILLIAM McKENNEY, 3rd		In the Circuit Court for
Vs.		Queen Anne's County
JOHN McKENNEY and MARIA M. McKENNEY		In Equity.
		Cause No. 4044

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the respondents, John McKenney and Maria M. McKenney by Howard Wood, their attorney, unto your Honors respectfully shows:

1. That your petitioners purchased the real estate, sold in these proceedings to John G. Watson, by J. Thomas Clark and Howard Wood, Trustees, from the said John G. Watson, and desire to be substituted for him as purchasers of said property, as joint tenants, having fully paid him.

2. That the said John G. Watson joins in this petition in evidence of his consent to the passage of an order substituting your petitioners in his place and stead as purchasers of said real estate.

3. That said trustees have also joined in this petition for the purpose of evidencing their consent to the passage of an order of this court as herein prayed.

WHEREFORE your petitioners pray your Honors to pass an order substituting your petitioners as purchasers in the place and stead of John G. Watson, and directing the Trustees to convey to them, as joint tenants, upon payment of 1/3 of the net price and all costs, less the deposit paid by said Watson.

Respectfully submitted,

HOWARD WOOD
Attorney for Petitioners

JOHN G. WATSON
(John G. Watson)

J. THOMAS CLARK
(J. Thomas Clark), Trustee

HOWARD WOOD
(Howard Wood), Trustee

Filed Sept. 7, 1956

ORDER OF COURT

Upon the aforegoing petition, IT IS ORDERED, this 7th day of September, 1956 by the Circuit Court for Queen Anne's County in Equity, that John McKenney and Maria M. McKenney, respondents in this cause, are hereby substituted as purchasers of the real estate sold by the Trustees in these proceedings in the place and stead of John G. Watson, reported purchaser of said real estate; and the Trustees are directed upon payment to them of one-third of the net proceeds of sale of said real estate and all costs of these proceedings, including the commissions of the trustees and their costs, not personal, to convey the real estate to John McKenney and Maria M. McKenney, as joint tenants, free and clear of all right, title, interest, estate, claim and demand of William McKenney, 3rd, and of those claiming by, from or under him, in and to the same; provided, that the de-

posit paid by said Watson shall stand as a credit on account of the amounts so to be paid by the Trustees.

Wm. R. HORNEY
Judge

Filed Sept. 7, 1956

AUDIT
Filed Sept. 25, 1956. : IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
WILLIAM McKENNEY, 3rd : NO. 4044

vs. :

JOHN MCKENNEY, ET AL. :

: : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of B. Hackett Turner, Jr., Special Auditor, unto your Honors, respectfully sets forth:

1. That your Special Auditor was duly appointed as such by order of this Court of August 18, 1956, to state the audit in this cause, and that thereafter and before stating the within account, your Special Auditor duly took the oath and qualified for his appointment.

2. That this account is stated at the request of J. Thomas Clark and Howard Wood, III, Trustees, appointed by Decree of this Court dated June 16, 1956 to make the sale of the real estate sold in this cause and disburse the proceeds received therefrom.

3. That in the within account, said Trustees are charged with the total proceeds of the real estate sold in this cause, and your Auditor allowed all usual expenses incident to such a sale, not personal, and in addition thereto, allowed a broker's fee to Linwood C. Yates & Company, real estate broker, in accordance with the order of this Court of July 13, 1956, and also allowed all advertising, costs of making a subdivision of the premises, cleaning and repair of premises, as well as to the Trustees, their commissions for making the said sale, and ordered the balance to be distributed to the children of the late Wm. McKenney (2nd), deceased, in accordance with Item I of his Last Will and Testament. Your Special Auditor also allowed for the costs of advertising the audit nisi and a fee for his services.

Respectfully submitted,

B. HACKETT TURNER, Jr.
Special Auditor

September 25th, 1956.

Filed Sept. 25, 1956

CAUSE NO. 4044

The proceeds of the sale of real estate reported in this cause, in account with J. Thomas Clark and Howard Wood, III, Trustees, appointed by this Honorable Court to make the sale herein reported in these proceedings (and vendors of said land)

Cr.

1956 July 13	By gross proceeds of the sale of said land, per report of said vendors, to wit: - - - - - - - - -	$ 40,000.00

Dr.

To J. Thomas Clark and Howard Wood, III, Trustees, (and vendors) for their commissions for making said sale, per Order of Court- - - - -		$ 1,645.00
To do., for court costs paid in this cause, per receipt of Clerk's exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk-	-$78.55	
Costs of Alexis Butler, Sheriff - -	1.90	
Costs of E. Clyde Walls, Register of Wills - - - - - - - -	27.00	
Appearance fee of J. Thomas Clark-	10.00	
Appearance fee of Howard Wood - -	10.00	127.45
To do., for an amount paid Wm. McKenney, Jr., Agent, for the premium on the corporate surety bond and additional bond filed in this cause, per receipts for the same exhibited, to wit: - - - - - - - - -		160.00
To do., for an amount paid Linwood C. Yates and Company, as their commissions for selling real estate sold in this cause at private sale, per Order of Court of July 13, 1956, per receipt for the same exhibited, to wit: - - - - - - - - -		2,000.00

To do., for an amount paid Wm. McKenney, Jr., for the vendors share of fire insurance on the premises sold in this cause, per receipt and statement exhibited for the same, to wit: - - - - - - - - - 12.82

To do., for an amount paid the Town Commissioners of Centreville, for the vendors share of 1956 town taxes on the premises sold in this cause, per receipt and statement exhibited, to wit: - - - - - - - - - - - 175.67

To do., for an amount paid Charles E. Anthony, Sr., Treasurer of Queen Anne's County, Maryland, for vendors share of 1956 state and county taxes on the premises sold in this cause, per receipt and statement exhibited, to wit: - - - - - - - - - - 322.92

To do., for an amount paid Easton-Star Democrat for advertising notice of sale in this cause, per receipt for same exhibited, to wit: - - - 3.75

To do., for amounts paid Queen Anne's Record-Observer, per receipts for same exhibited, to wit:
For publishing notice of sale - - $63.00
For publishing nisi to sale - - - 9.00 72.00

To do., for amounts paid Queen Anne's Publishing Co., per receipts for same exhibited, to wit:
For making cut of sub-division of premises - $6.25
For printing copies of sub-division - - 1.53 7.78

To do., for an amount paid The A. S. Abell Co., for advertising notice of sale, per receipt for same exhibited, to wit: - - - - - - - 10.50

To do., for an amount paid The Philadelphia Inquirer for advertising notice of sale, per receipt for same exhibited, to wit:- - - - 20.40

To do., for an amount paid The News-Journal Co., for advertising notice of sale, per receipt for same exhibited, to wit: - - - - - - - - 12.10

To do., for an amount paid The Washington Post Co., for advertising notice of sale, per receipt for same exhibited, to wit: - - - - - - - 6.60

To do., for an amount paid G. Hines Hardesty for work done in cleaning up premises sold in this cause, per his receipt for the same exhibited, to wit: - - - - - - - - - - - - - 79.00

To do., for an amount paid Roy W. Blunt for repairing lock on premises sold in this cause, per receipt for same exhibited, to wit: - - - - 3.00

To do., for an amount paid to Walter E. Woodford, Jr., Surveyor, for work done in making sub-division of premises sold in this cause, per receipt for same exhibited, to wit: - - - - - - - - - 73.00

To do., for costs of advertising the audit nisi to be passed as to this account in the Queen Anne's Record-Observer, the sum of - - - - - - - 7.50

To B. Hackett Turner, Jr., Special Auditor, for stateing this audit, the sum of - - - - - - 90.00

To balance for distribution to children of Wm. McKenney (2nd), deceased, under Item 1 of his Will - 35,170.51

$40,000.00 $40,000.00

B. HACKETT TURNER, Jr.
Special Auditor

September 25, 1956.

Cr.

By balance carried forward for distribution to children of Wm. McKenney (2nd), deceased, under Item 1 of his Will - - 35,170.51

Dr.

To William McKenney, 3rd, under Item I of Will of Wm. McKenney (2nd), deceased, a 1/3 share, or the sum of - - - - - - - - - - - - $11,723.50

To John McKenney, under Item I of Will of Wm. McKenney (2nd), deceased, a 1/3 share, or the sum of - - - - - - - - - - - - 11,723.50

To Maria M. McKenney, under Item I of Will of

Wm. McKenney (2nd), deceased, a 1/3 share, or
the sum of - - - - - - - - - - - 11,723.51
$35,170.51 $35,170.51

B. HACKETT TURNER, Jr.
Special Auditor

September 25, 1956.
Filed Sept. 25, 1956

NISI RATIFICATION OF AUDIT
Filed Sept. 25, 1956

Nisi Ratification of Audit

In the Circuit Court

William McKenney, 3rd,) for Queen Anne's County
)
vs.) In Equity
)
John McKenney,) Cause No. 4044
)

ORDERED, This 25th day of September in the year nineteen hundred and fifty six 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 19th day of October, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of October, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed September 25, 1956

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed Oct. 8, 1956.

Nisi Ratification of Audit

William McKenney, 3rd

vs.

John McKenney,
Maria M. McKenney

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

Cause No. 4044

ORDERED, This 25th day of September in the year nineteen hundred and fifty-six 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 19th day of October, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of October, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed Sept. 25, 1956.

True Copy
Test: T. SORDEN PIPPIN, Clerk

2t-10-4

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 8, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI Ratification of Audit in the case of William McKenney, 3rd vs. John McKenney, Maria M. McKenney a true copy of which is annexed hereto, was published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 12 day of October, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 27 day of September 1956, and the last insertion on the 4 day of October, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

Filed Oct. 8, 1956 By E. A. DADDS

FINAL ORDER OF RATIFICATION
Filed Oct. 26, 1956.

FINAL ORDER OF RATIFICATION

ORDERED, by The Circuit Court for Queen Anne's County in Equity, this 26th day of October, 1956, that the aforegoing Report and Account of B. Hackett Turner, Jr., Special Ayditor, 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 preceeding Order Nisi; and the Trustees in this Cause are directed to apply the proceeds accordingly.

Wm. R. HORNEY
Judge

Filed Oct. 26, 1956.

Brought forward from Folio 491

ORDER OF PUBLICATION

The object of the Bill is to obtain a decree for sale of the lot of land and dwelling of which Annie Griffin died seized and possessed, situate in Brownsville, Queen Anne's County, Maryland, adjoining lands formerly of Philemon Anderson, James Lester, Louis Rhines and Henry Rhines, and containing one (1) acre of land, more or less, for the purpose of applying the net proceeds of sale to the payment of the debts of the deceased.

The Bill alleges that the Complainant is an open-account creditor of the deceased, in the sum of $814.71, for payments made and services performed for the decedent, all at the decedent's request or for her estate, in the amount and at the times set forth in the itemized statement filed with the Bill; that Annie Griffin died a resident of Queen Anne's County, on August 11, 1955, intestate, leaving the Complainant, a first cousin, and Elma Wilson, Charles Roberts, Mary Lond, Burton Jackson, Sam Jackson, William Jackson, Madeline Thurston, Etta Rhyanes, Gussie Gross, Arthur Wilson, also first cousins, her only heirs, known to the Complainant, all being adults; that Annie Griffin died possessed of no personal estate, no Letters of Administration having been granted on her estate, seized and possessed of the above property, which is assessed to the decedent for local taxes, being described as Parcel No. 3 in the deed from County Treasurer to the County Commissioners of Queen Anne's County, dated June 22, 1938, recorded among the land records of said county in Liber W.H.C. No. 6-A, folio 607, decedent having paid taxes on said property for many years subsequent to the recording of said deed, said property having been acquired by her as sole heir of Margaret Newnam, nee Jackson, who died intestate prior to 1914, a resident of Queen Anne's County, seized and possessed thereof by virtue of a deed from John Pembroke and wife, dated April 30, 1897, recorded among said land records in Liber W.H.C. No. 8, folio 305.

It is thereupon this 16th day of December, 1955, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that the Complainant, by causing a copy of this Order to be published in a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 21st day of January, 1956, give notice to the unknown heirs of Annie Griffin, deceased, and to Elma Wilson, street address unknown, Baltimore, Maryland and Madeline Thurston and Arthur Wilson, non-resident respondents, of the object and substance of the Bill of Complaint, and warning them and each of them to be and appear in this Court on or before the 6th day of February 1956, to show cause, if any they have, why the relief prayed for by the Complainant should not be granted.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County

Filed Dec. 16, 1955

Subpoena
Filed Dec. 28, 1955

(EQUITY SUBPOENA)

The State of Maryland

Seal's Place QUEEN ANNE'S COUNTY, TO WIT:

TO Elma Wilson
Street Address Unknown
Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Josephine H. Duhn, Chester, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof, fail not, as you will answer contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 16th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd. T. SORDEN PIPPIN, Clerk,

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

NON EST.

JOSEPH C. DUGAN,
SHERIFF

Subpoena
Filed Dec. 28, 1955

(EQUITY SUBPOENA)

The State of Maryland

Seal's Place QUEEN ANNE'S COUNTY, TO WIT:

TO Charles Roberts
Havre de Grace, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Josephine H. Dunn, Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 16th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood 3rd. T. SORDEN PIPPIN, CLERK

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsements, to wit:

Received 22nd day Dec. 1955 and forthwith delivered
to the Sheriff of Harford County
Test: GARLAND R. GREER
CLERK

December 24, 1955
Summoned Charles Roberts and a Copy of Subpoena read
to and left with him.

RAYMOND A. FULKER
Sheriff

Subpoena
Filed Dec. 28, 1955

(EQUITY SUBPOENA)

The State of Maryland

Seal's Place QUEEN ANNE'S COUNTY, TO WIT:

TO Burton Jackson
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Josephine H. Dunn, Chester, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof, fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 16th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to filed your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd. T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading summons to him and leaving copy of summons and Bill of Complaint with him this 27th day of December 1955.

ALEXIS M. BUTLER

Subpoena
Filed Dec. 28, 1955

(EQUITY SUBPOENA)

The State of Maryland

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO Etta Rhyanes
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Josephine H. Dunn, Chester, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th day of November, 1955.

Issued the 16th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd.

T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading summons to her and leaving copy of summons and Bill of Complaint with her this 27th day of December 1955.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed Dec. 28, 1955

(EQUITY SUBPOENA)

The State of Maryland

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO William Jackson
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Josephine H. Dunn, Chester, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof, fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 16th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd.

T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading summons to him and leaving copy of summons and Bill of Complaint with him this 27th day of December 1955.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed: Dec. 28, 1955

(EQUITY SUBPOENA)

The State of Maryland

Seal's Place QUEEN ANNE'S COUNTY, TO WIT:

TO Sam Jackson
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Josephine H. Dunn, Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 16th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd. T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading summons to him and leaving copy of summons and Bill of Complaint with him this 27th day of December 1955.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed: Dec. 28, 1955

(EQUITY SUBPOENA)

The State of Maryland

Seal's Place QUEEN ANNE'S COUNTY, TO WIT:

TO County Commissioners of Queen Anne's County,
a body corporate and politic
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Josephine H. Dunn, Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 16th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd. T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendants summoned by reading summons to them and leaving copy of summons and Bill of Complaint with them this 27th day of December, 1955.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed Dec. 28, 1955

(EQUITY SUBPOENA)

The State of Maryland

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO Gussie Gross
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Josephine H. Dunn, Chester, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof, fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of November, 1955.

Issued the 16th. day of December, 1955.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office withih fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd. T. SORDEN PIPPIN, CLERK

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading summons to her and leaving copy of summons and Bill of Complaint with her this 27th day of December 1955.

ALEXIS M. BUTLER
Sheriff

Subpoena
Filed Feb. 6, 1956

(EQUITY SUBPOENA)

The State of Maryland

Seal's Place

QUEEN ANNE'S COUNTY, TO WIT:

TO Elma Wilson,
Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Josephine H. Duhn, Chester, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd. day of January, 1956.

Issued the 2nd. day of February, 1956.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Howard Wood, 3rd. T. SORDEN PIPPIN, CLERK

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsements, to wit:

Received Sheriff's Office Feb 4 11 44 AM'56 Baltimore City, Md.

Non Est.

JOSEPH C. DUGAN
SHERIFF

√

CERTIFICATE OF PUBLICATION
OF ORDER OF PUBLICATION
Filed Feb. 10, 1956

ORDER OF PUBLICATION

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
Cause No. 4021

JOSEPHINE H. DUNN, Chester, Maryland, COMPLAINANT, Vs. ELAM WILSON, Street Address Unknown, Baltimore, Maryland, CHARLES ROBERTS, Havre de Grace, Maryland, MARY LONG, 1108 Olive Place, Philadelphia, Pennsylvania, BURTON JACKSON, Centreville, Maryland, SAM JACKSON, Centreville, Maryland, WILLIAM JACKSON, Centreville, Maryland, MADELINE THURSTON, 2334 Seybert Street, Philadelphia, Pennsylvania, ETTA RHYANCES, Centreville, Maryland, GUSSIE GROSS, Centreville, Maryland, ARTHUR WILSON, Street Address Unknown, Philadelphia, Pennsylvania, the UNKNOWN HEIRS OF ANNIE GRIFFIN, Deceased, and COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, a body corporate and politic, Centreville, Maryland, RESPONDENTS.

The object of the Bill is to obtain a decree for sale of the lot of land and dwelling of which Annie Griffin died seized and possessed, situate in Brownsville, Queen Anne's County, Maryland, adjoining lands formerly of Philemon Anderson, James Lester, Louis Rhines and Henry Rhines, and containing one (1) acre of land, more or less, for the purpose of applying the net proceeds of sale to the payment of the debts of the deceased.

The Bill alleges that the Complainant is an open-account creditor of the deceased, in the sum of $814.71, for payment made and services performed for the decedent, all at the decedent's request or for her estate, in the amunt and at the times set forth in the itemized statement filed with the Cill; that Annie Griffin died a resident of Queen Anne's County, on August 11, 1955, intestate, leaving the Complainant, a first cousin, and Elma Wilson, Charles Roberts, Mary Lond, Burton Jackson, Sam Jackson, William Jackson, Madeline Thurston, Etta Rhyanes, Gussie Gross, Arthur Wilson, also first cousins, her only heirs known to the Complainant, all being adults; that Annie Griffin died possessed of no personal estate, no Letters of Administration having been granted on her estate, seized and possessed of the above property, which is assessed to the decedent for local taxes, being described as Parcel No. 3, in the deed from County Treasurer to the County Commissioners of Queen Anne's County, dated June 22, 1938, recorded among the land records of said county in Liber W.H.C. No. 6-A, folio 607, decedent having paid taxes on said property for many years subsequent to the recording of said deed, said property having been acquired by her as sole heir of Margaret Newman, nee Jackson, who died intestate prior to 1914, a resident of Queen Anne's County, seized and possessed thereof by virtue of a deed from John Pembroke and wife, dated April 30, 1897, recorded among said land records in Liber W.H.C. No. 8, folio 305.

It is thereupon this 16th day of December, 1955, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that the Complainant, by causing a copy of this Order to be published in a newspaper printed and published in Queen Anne's County, Maryland, once in each of our successive weeks before the 21st day of January, 1956, give notice to the unknown heirs of Annie Griffin, deceased and the Elma Wilson, street address unknown, Baltimore, Maryland, and Madeline Thurston and Arthur Wilson, non-resident respondents, of the object and substance of the Bill of Complaint, and warning them and each of them to be and appear in this Court on or before the 6th day of February, 1956, to show cause, if any they have, why the relief prayed for by the Complainant should not be granted.

T. SORDEN PIPPIN,
Clerk of the Circuit Court for
Queen Anne's County

True Copy:
Test:

T. SORDEN PIPPIN,
Clerk

Filed Dec. 16, 1955

4t Dec. 23, 30, Jan. 6, 13

THE QUEENSTOWN NEWS

Queenstown, Md. Jan. 30, 1956

THE QUEENSTOWN NEWS, and George J. Steinfelt, do hereby certify that the Order of Publication in the case of Josephine H. Dunn, Chester, Md., vs. Elma Wilson, et al. Cause No. 4021 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 21st day of Jan. 1956, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 23rd day of Dec. 1955.

THE QUEENSTOWN NEWS

By GEORGE J. STEINFELT

Filed Feb. 10, 1956

ANSWER OF MARY LONG
Filed: Mar. 5, 1956

JOSEPHINE H. DUNN		In the Circuit Court for Queen Anne's County in Equity
vs.		
ELMA WILSON, et al.		Cause No. 4021.

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Mary Long, adult respondent, to the Bill of Complaint of Josephine H. Dunn against her in this Court exhibited:

This respondent admits the matters and facts set forth in said Bill of Complaint, consents to the passage of such decree as may be right and proper in the premises, does hereby waive notice of the taking of testimony in this cause, as she does not choose to appear to offer evidence in the premises, and agrees that, should testimony be required in this cause, it may be taken at any time by one of the standing Examiners of this Court.

And as in duty bound, etc.,

MARY LONG
(Mary Long)

Filed Mar. 5, 1956

PETITION FOR DECREE PRO CONFESSO
Filed Mar. 5, 1956

JOSEPHINE H. DUNN vs. ELMA WILSON, et al.	In the Circuit Court for Queen Anne's County In Equity Cause No. 4021

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Josephine H. Dunn, by Howard Wood, 3rd, her attorney, unto your honors respectfully shows;

1. That an order of publication has been duly published against the unknown heirs of Annie Griffin, deceased, Elma Wilson, adult respondent, street address unknown, Baltimore, Maryland, she having been twice returned non est., Madeline Thurston and Arthur Wilson, adult non-resident respondents;

2. That Mary Long has answered the Bill.

3. That the respondents, Charles Roberts, Burton Jackson, Sam Jackson, William Jackson, Etta Rhyanes, Gussie Gross and the County Commissioners of Queen Anne's County, all adults, all have been summoned but have failed to appear within the respective times limited by law for their appearance in this cause;

4. That your petitioner avers that she is entitled to have her bill taken pro confesso against all the last named respondents, none of whom have answered the bill, as well as those listed above in Paragraph No. 1.

Respectfully submitted,

HOWARD WOOD, 3RD.
Solicitor of Petitioner

Filed March 5, 1956

DECREE
Filed March 5, 1957

DECREE

The proceedings heretofore had in this cause having been read and considered, IT IS THEREUPON, this 5th day of March, 1956 by the Circuit Court for Queen Anne's County, in Equity and the authority of said Court, ADJUDGED, ORDERED AND DECREED that the Bill of Complaint heretofore filed herein, be, and the same is hereby taken pro confesso as against the respondents, Elma Wilson, Charles Roberts, Burton Jackson, Sam Jackson, William Jackson, Madeline Thurston, Etta Rhyanes, Gussie Gross, Arthur Wilson, the unknown heirs of Annie Griffin, Deceased, and County Commissioners of Queen Anne's County, a body corporate and politic. But beaause it does not certainly appear to what relief the complainant is entitled, it is further ADJUDGED, ORDERED AND DECREED by this Court, that leave be, and the same is hereby given, unto the complainant to take testimony before one of the standing examiners of this Court to support the allegations of the Bill.

WM. R. HORNEY
JUDGE.

Filed March 5, 1956

TESTIMONY
Filed March 14, 1956

JOSEPHINE H. DUNN Vs. ELMA WILSON, et al.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Cause No. 4021

TESTIMONY

To the Honorable, the Judges of said Court, the undersigned, Vachel A. Downes, Jr., one of the standing examiners of this Court, hereby returns to your Honors the following depositions taken at the request of Howard Wood, 3rd, attorney for the complainant, at Mr. Wood's office in Centreville, Maryland at 2:00 P.M. on Tuesday, March 13, 1956 in my presence, the witnesses being first duly sworn by me, as was the stenographer, Lucille Houts.

Mr. Wood stated to me that by letters mailed on March 6, 1956, he did give the required notice of the time and place of taking of this testimony to Charles Roberts, Havre de Grace, Maryland, Mary Long, 1108 Olive Place, Philadelphia, Pennsylvania, Burton Jackson, Centreville, Maryland, Sam Jackson, Centreville, Maryland, William Jackson, Centreville, Maryland, Madeline Thurston, 2334 Seybert Street, Philadelphia, Pennsylvania, Etta Rhyances, Centreville, Maryland, Gussie Gross, Centreville, Maryland and the County Commissioners of Queen Anne's County, Centreville, Maryland.

VACHEL A. DOWNES, JR.
Examiner

The first witness called on behalf of the complainant was the complainant, Josephine H. Dunn.

By Mr. Wood

Q. Please state your name and address and state whether or not you are the complainant in this case.

A. Josephine Dunn, Chester, Md., P. O. Box 18. Yes, I am the complainant in this case.

Q. Do you know the several respondents?

A. I know them all except Mr. Grayson Chance, one of theCounty Commissioners.

Q. Please state your relationship to Annie Griffin.

A. A first cousin, two sisters' children.

Q. Is Annie Griffin living or dead?

A. Dead.

Q. Where did Annie Griffin reside at the time of her death and what was the date of her death?

A. She was at my home, Chester, Md. I think it was the 10th of August, 1955. Her permanent residente was in Corsica Neck, Queen Anne's County, Md.

Q. Did she leave a Will?

A. No., not that I know of, She had a will at one time and asked me to bring it to her after she got better, but I have not seen it since then.

Q. How many years ago was that?

A. About 18 or 20.

Q. Have you searched throughly through all of her belongings to find a will if there is one?

A. Yes, I have, Mr. Wood. And I have found none.

Q. Did she have any personal property, that is property other than real estate at the time of her death?

A. No she did not.

Q. Have letters of administration been granted on her estate?

A. No.

Q. Who are the heirs of Annie Griffin who survived her?

A. Annie Griffin had one sister who is dead and was not remarried. The sister's name was Elva Brown. Annie Griffin had a father, Solomon Brown, who is dead. Annie and Elva were the only children. Margaret Jackson was Annie's mother and Josephine Jackson was my mother, Margaret and Josephine were sisters. Another sister of Margaret and Josephine Jackson was Adelaide whose children were Charles Roberts and Mary Long. Gussie Gross's mother was a half sister, Mary Wilson. Arthur Wilson full brother to Gussie Gross. Elma Wilson's mother was Emma Wright, also a half sister to Margaret Jackson. Sammy Jackson, Burton Jackson, William Jackson, Etta Rhyanes, Madeline Thurston were children of William Jackson, brother to Margaret.

Q. Are you the only child of your mother Josephine Jackson Handy.

A. Yes.

Q. I now hand you a paper marked "Exhibit A". Please look at it and state what it is.

A. It is my sworn statement of claim against Annie Griffin's estate.

Q. State whether or not the several payments of money listed in your sworn account marked "Exhibit A" as having been made for the decedent, Annie Griffin, were each and all made at the decedent's request or for her estate.

A. At her request in a way. She was not quite herself and I looked after her. The payments were made at her request because she did not have any money herself to make the trips to Baltimore for medical care etc. She always said that she would pay me back when she got her money. There was no one else to care for her and I considered it a duty to do so.

Q. State whether or not the several services listed in the account were performed by you.

A. Yes, Mr. Wood, they were.

Q. Have you received any payment or partial payment, or is there any proper credit or set-off allowable against your claim on any part or parts of your claim?

A. No.

Q. State whether or not said services were performed by you at the decedent's request.

A. Oh, yes it was.

Q. State whether or not said payments of money were all made by you.

A. Yes, they were.

Q. State whether or not the amounts of money for payments and services are accurate as shown in said sworn account.

A. Yes, they are, Mr. Wood.

Q. State whether or not the dates set forth in the sworn account are accurate.

A. That's right.

Q. I now 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 a deed from the Treasurer of Queen Anne's County to the County Commissioners of Queen Anne's County, dated June 22, 1938 and recorded among the land records of said Queen Anne's County in Liber W.H.C. No. 6A, folio 607. The land described as parcel no. 3 in this deed is the home property of Annie Griffin which she owned at the time of her death, consisting of a lot of land in the 3rd Election District of Queen Ahne's County, Maryland, on the Centreville-Brownsville Road adjoining lands of Lewis Rhyanes, near the Brownsville school.

Q. How did Annie Griffin acquire this property?

A. As sole heir of Margaret Newnam, nee Jackson.

Q. When and where did Margaret Newnam die?

A. She died at that property at Corsica Neck, Brownsville. About 55 years ago.

Q. How did Margaret Newnam acquire this property?

A. By deed from John Pembroke and Emilene Pembroke, his wife, dated April 30, 1897 and recorded among the lands recrods of Queen Anne's County in Liber W.H.C. No. 8, folio 305.

Q. How is the land described in the Pembroke-Jackson deed?

A. It is described as follows: "All that parcel of land, situate in the town of Brownsville, Queen Anne's County aforesaid, adjoining the lands of Philemon Anderson, James Lester, Lewis Rhyanes and Henry Rhyns, and containing one (1) acres of land, more or less".

Q. In whose name was this land assessed for taxes at the time of the death of Annie Griffin?

A. Annie Griffin in care of Josephine Dunn.

Q. Do you know who paid the taxes on the property for the past 20 years?

A. Annie Griffin, with my money.

Q. Who occupied the property during the past 20 years?

A. Annie after she got sick, but before that itwas closed, 18 or 20 years ago.

Q. Evidently the property was sold for taxes prior to 1938 and purchased by the County Commissioners. Did Annie Griffin ever give up possession of the property in or prior to1938 as a result of her failure to pay the taxes?

A. No, Mr. Wood.

Q. Have you any idea why the County Commissioners have never conveyed the property since June 22, 1938 by deed to Annie Griffin?

A. No, I never understood it.

Q. Are you a land owner of Queen Anne's County, or not?

A. Yes, I am.

Q. Are you or not, familiar with values of real estate in Queen Anne's County generally and in Brownsville, in particular?

A. Well, I don't know too much about the land, I have forgotten what mine was valued at.

Q. Who paid the funeral expenses of Annie Griffin and who was the funeral director?

A. Mr. Barton, They are not paid, I am responsible for them.

Q. What was the amount of the funeral expenses?

A. $300.00

EXAMINER'S SPECIAL

I don't know of anything else, Mr. Downes.

JOSEPHINE H. DUNN

The second witness called on behalf of the complainant was Isaac Hicks.

By Mr. Wood

Q. Will you please state your name and address.

A. Isacc Hicks, Corsica Neck.

Q. Are you one of the owners of the Annie Griffin property, or not?

A. No.

Q. Are you familiar or not with values of real estate in Corsica Neck and in Brownsville?

A. Yes, you mean where each person lived? House etc. Yes.

Q. Are you familiar with the property known as the Annie Griffin property, being a house and lot in Brownsville?

A. Yes.

Q. Is that property on the Centreville=Brownsville Road adjoining lands of Lewis Rhyanes near the Brownsville School?

A. Yes.

Q. How long have you lived in Corsica Neck?

A. 28 years.

Q. Have you learned or not what prices property sold for in that neighborhood in that time?

A. Yes, I have.

Q. What is your opinion of the present fair market value of the Annie Griffin property?

A. I would say about $500.00.

EXAMINER'S SPECIAL

No.

ISAAC HICKS

The third witness called on behalf of the complainant was Mr. Alex Watson.

Q. Will you please state your name and address?

A. Alex Watson, Chester, Md.

Q. How long have you lived on Kent Island?

A. All my days.

Q. Are you a land owner of Queen Anne's County?

A. Yes, I own my home.

Q. Are you familiar with values of real estate in Corsica Neck?

A. I have worked on the land all my days and I known a little something about it. Although perhaps I don't know too much about value of land on Corsica Neck.

Q. Are you familiar with the Annie Griffin property in Brownsville?

A. No sir, not too much. I looked it over last week.

Q. What is the condition of the house on the property?

A. Well, it is in right bad condition.

Q. What would you say the property would bring at public sale?

A. About $600.00

EXAMINER'S SPECIAL

No sir, I don't know of anything else.

ALEX WATSON

Statement of Costs

Fee of Vachel A. Downes, Jr. Examiner	$10.00
Amount due Lucille Houts for transcribing testimony	5.00
Isaac Hicks, witness fee	.75
Alex Watson, witness fee	.75
	$ 16.50

Filed March 14, 1956

EXHIBIT "A"
Filed Dec. 16, 1955

Chester, Maryland
December 7, 1955

Estate of Annie Griffin, deceased

in account with
Josephine H. Dunn,
Chester, Maryland

To payment made for opening grave of the decedent, 8/14/55:	$ 15.00
To payments made and services performed for the decedent at her request as follows, that is to say:	
August 6, 1955, to H.F. McPherson, M.D., medical expenses of decedent's last illness	5.00
August, 1954, to August, 1955: 17 payments to Dr. Pelicon, Baltimore, Maryland, medical expenses of decedent's last illness, at $7.00 per visit	119.00
August, 1955: Nursing services rendered by Josephine H. Dunn	9.00
August, 1954, to August, 1955: Transportation, Centreville to Baltimore and return, 17 trips at $6.22	105.74
August 8, 1952 to August 8, 1955: food purchased for and delivered to the decedent	468.00
August 8, 1952 to August 8, 1955: Clothing and shoes purchased for and delivered to the decedent	75.00
February 13, 1953: Payment to Treasurer of Queen Anne's County for 1952 State and County taxes on the real estate of the decedent	5.83
February 10, 1954: Payment to Treasurer of Queen Anne's County for 1953 State and County taxes on the real estate of the decedent	6.16
February 15, 1955: Payment to Treasurer of Queen Anne's County for 1954 State and County taxes on the real estate of the decedent	5.98
	$814.71

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

I HEREBY CERTIFY, that on this 9th day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Josephine H. Dunn and made oath in due form of law that she believes the money, goods, merchandise, effects and chattels charged in the annexed account were bona fide delivered as charged, and that the work and services charged in said account were bona fide done and rendered as therein charged, and that she hath not to her knowledge or belief received any payment or satisfaction for the articles work and services and money advanced as therein charged more than credit is duly given for in and appearing upon the said account, nor hath she received any security for the same, and that the amount charged and claimed is justly due, according to the best of her knowledge and belief; and at the same time before me personally appeared William Oscar Dunn, and made oath in due form of law that he believes the money, goods, merchandise, effects and chattels charged in the annexed account to have been bona fide delivered and paid as charged, and that the work and services charged in said account were bona fide done and rendered as therein charged at the prices therein charged, and that the amount charged is justly due, according to the best of his knowledge and belief.

WITNESS my hand and notarial seal.

Notary
Public
Seal.

CHARLOTTE A. SEVERA
Notary Public.

Filed Dec. 16, 1955

"EXHIBIT B"
Filed March 14, 1956

::::::::::::::::::::::::::::::::
#18,951. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-second day of June, in the year nineteen hundred and thirty eight, the following Deed was brought to be recorded, to wit:-

One-Twenty Cent Recordation Tax
Stamp. Endorsed 6/20/38. C.C.
E.J.L.

This Deed, made this 22nd day of June, in the year nineteen hundred and thirty-eight, by and between J. William Keith, of Queen Anne's County, State of Maryland, present County Treasurer for Queen Anne's County, Maryland, party of the first part; and the body corporate, The County Commissioners of Queen Anne's County, (State of Maryland), party of the second part:-

Whereas, at the public tax sales made on the 18th day of May, 1937, by J. William Kieth, County Treasurer, for Queen Anne's County, under and by virtue of the power and authority as vested and set forth in the provisions of the Laws of the State of Maryland, Acts of the General Assembly of Maryland of 1936 , Special Session, Chapter 9, the several parcels of real estate hereinafter described and conveyed were sold unto the body corporate, The County Commissioners of Queen Anne's County, said body corporate being there and then the highest bidders therefor; and

Whereas, the said sales having been duly reported to and finally ratified and confirmed by the Circuit Court for Queen Anne's County, in Equity, by its Order of June 1st, 1938, all of which will appear by reference to the proceedings of Tax Sales, entitled "In the Matter of Tax Sales in Queen Anne's County, Maryland for the year 1936", being Chancery Cause No. 3136, and also recorded among the Tax Sales Records in the Office of the Clerk of the Circuit Court for Queen Anne's County, and the purchase moneys having been duly paid as is hereby acknowledged, the said J. William Keith, present County Treasurer for Queen Anne's County, is duly authorized under the Code of Public Local Laws, Article 18, Sections 197 to 218, and as re-enacted under the laws of 1936, chapter 9, to execute a good and valid deed to the purchaser.

Now, therefore, in consideration of the premises and of the sum of one dollar, and in execution of the power and authority vested in him as aforesaid, the said J. William Keith, present County Treasurer for Queen Anne's County, does hereby grant and convey unto the said body corporate, The County Commissioners of Queen Anne's County, (Maryland), its successors and assigns, all the right, title, interest and estate, of all and the respective several parties so assessed, or of those claiming by, from or under him, her or them or either of any of them, in and to the followind described several parcels of real estate, that is to say:

Parcel No. 1. All the right, title, interest and estate of Frederick W. Hearsch in and to All that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Price's Chapel, adjoining the lands of Price Heirs Property, consisting of a farm containing thirteen and one-quarter acres (13-¼ Acres) of land, more or less, and improvements, and assessed to Frederick W. Hearsch, and sold for taxes in arrears.

Parcel No. 2. All the right, title, interest and estate of Charles E. Thomas in and to All that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located in Starr, adjoining the lands of Michael Leu, consisting of a lot and improvements, and assessed to Charles E. Thomas, and sold for taxes in arrears.

Parcel No. 3. All the right, title, interest and estate of Annie Griffin in and to All that lot or parcel of land, lying and being in the Third Election District of Queen Anne's County, Maryland, located on the Centreville-Brownsville Road, adjoining the lands near Brownsville School, consisting of a lot and dwelling, and assessed to Annie Griffin, and sold for taxes in arrears.

Parcel No. 4. All the right, title, interest and estate of A. J. McColgain in and to All that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located at Love Point consisting of Lots No. 5 and No. 6 in Block No. 1 unimproved land and assessed to A. J. McColgain, andsold for taxes in arrears.

Parcel No. 5. All the right, title, interest and estate of Armour Fletcher in and to All that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located on Pine-Tree-Orem Farm Road adjoining the lands of Perry Cooper, consisting of a lot and dwelling, and assessed to Armour Fletcher, and sold for taxes in arrears.

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

To have and to hold the above described respective parcels of land unto the said body corporate, The County Commissioners of Queen Anne's County, Maryland, its successors and assigns, forever and in fee simple.

Witness the hand and seal of the Grantor.

TEST:-

KATHERINE C. MORRIS

J. WILLIAM KEITH (SEAL)
County Treasurer for Queen Anne's County, Maryland.

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

I hereby certify, that on this 22nd day of June, 1938, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared J. William Keith, present County Treasurer for Queen Anne's County, Maryland, and acknowledged the aforegoing DEED to be his act.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

KATHERINE C. MORRIS
Notary Public.
My Commission Expires: May 1,1939

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber W.H.C. 6-A, folios 607, 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 Fourteenth day of December in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN
Clerk

DECREE
Filed April 10, 1956

JOSEPHINE H. DUNN, PLAINTIFF Vs. ELMA WILSON, ET AL., DEFENDANTS	In the Circuit Court for Queen Anne's County In Equity. Cause No. 4021

DECREE

The above cause standing ready for hearing, and being submitted without argument, the Bill of Complaint, exhibits, Answer and other proceedings were, by the Court, read and considered.

IT IS THEREUPON, this 10th day of April, 1956, 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 be sold at public sale to be conducted by the Trustee hereinafter appointed, for the purpose of applying the proceeds of sale to the payment of the debts of Annie Griffin, deceased.

That Howard Wood, 3rd., of Queen Anne's County, State of Maryland, be and he is hereby appointed trustee 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 with corporate surety to be approved by said Clerk in the penalty of Twenty Five Hundred Dollars.

That he shall advertise the time, place, manner and terms of sale in a newspaper printed and published in said Queen Anne's County for at least three weeks prior to the day of sale, said terms to provide payment of the entire purchase price in cash, or one-third of the purchase price in cash, and two-thirds upon final ratification of said sale by this Court, the deferred payment to bear interest from day of sale and be secured to the Trustee's satisfaction.

That he shall then proceed to make such sale at the appinted time and place, upon the above terms, by public auction, to the highest bidder for said property.

That he shall report a full account of said sale to this Court with an affidavit of the truth and fairness thereof.

That, upon the final ratification of said sale, and full payment of the purchase money, he shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably by law, the property so sold to him, free, clear and discharged of all claims of the parties to this cause, other creditors of Annie Griffin, deceased, or of those claiming by, through, or under them or any of them.

That said trustee shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court, after deducting therefrom 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 that, at the time of the first insertion or publication of the advertisement of sale above required, he shall publish in the same newspaper a notice to the creditors of Annie Griffin, deceased, requiring them to file their claims against said deceased with the Clerk of this Court within 90 days of the date of said first insertion or be excluded from participating in the proceeds of said sale.

WM. R. HORNEY
JUDGE

Filed April 10, 1956

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Sept. 27, 1956

NISI RATIFICATION OF AUDIT

Joseph H. Dunn
vs.
Elma Wilson, et al.

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

Cause No. 4021

ORDERED, This 23rd day of August, in the year nineteen hundred and fifty-six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of September, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 14th day of September, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed August 23, 1956
True Copy
Test: T. SORDEN PIPPIN, Clerk

2t-9-6

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., September 26, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit Cause No. 4021 in the case of Joseph H. Dunn Vs. Elma Wilson, 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 14 day of September, 19556, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30 day of August 1956, and the last insertion on the 6 day of September, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY A. DADDS

Filed Sept. 27, 1956

CERTIFIED COPY OF BOND
Filed May 8, 1956

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

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

KNOW ALL MEN BY THESE PRESENTS, That we, Howard Wood, 3rd of Queen Anne's County, State of Maryland, as principal, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Five Hundred Dollars ($2,500.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors, and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of May, 1956;

WHEREAS, the above bounden Howard Wood, 3rd, has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 10th day of April, 1956 trustee to make sale of the real estate mentioned and described in the cause in said court entitled "Josephine H, Dunn, Plaintiff, vs. Elma Wilson, et al., Defendants", being Cause No. 4021 in the Circuit Court for Queen Anne's County, in Equity;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Howard Wood, 3rd, do and shall well and faithfully perform and execute the trust reposed im 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:

HOWARD WOOD, 3rd (SEAL)

LUCILLE HOUTS

HARTFORD ACCIDENT AND INDEMNITY
COMPANY

BY HOWARD WOOD, 3rd
Its Attorney-in-fact.

Corporate

Seal.

ATTEST:

LUCILLE HOUTS

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed May 8, 1956

T. Sorden Pippin, Clerk

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 132 etc., a Bond Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this Eighth day of May in the year nineteen hundred and fifty six.

Circuit Court
Seal's Place

T. SORDEN PIPPIN
Clerk

REPORT OF SALE
Filed May 8, 1956

JOSEPHINE H. DUNN Vs. ELMA WILSON, et al.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Cause No. 4021

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by Howard Wood, 3rd, 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 10th day of April, 1956, your trustee filed in this cause a bond in the penalty of Two Thousand Five Hundred Dollars ($2,500.00) with corporate surety thereon, which said bond was duly approved by the Clerk of this Court.

2. That, pursuant to said decree, your trustee advertised the time, place and manner and terms of sale in the Queen Anne's Record-Observer, a Newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks prior to the 8th day of May, 1956, as will appear by reference to the certificate of advertisement of sale which is hereto attached as a part hereof.

3. That, pursuant to said decree and said advertisement your trustee proceeded to sell the real estate described in said advertisement in front of the Court House Door in Centreville, Maryland at 1:30 P.M. on Tuesday, the 8th day of May, 1956, and sold same unto Madison Brown and Teressa M. Brown, his wife, of Wytheville, Virginia, they being then and there the highest bidders therefor, at and for the sum of Nine Hundred Dollars ($900.00), and that said Madison Brown has passed his check for one-third of the purchase money unto your trustee and your trustee is satisfied that the purchasers will comply with the terms of sale as advertised.

4. That at the times of the several insertions of said advertisement of sale in said newspaper, your trustee published in the same newspaper a notice to the creditors of Annie Griffin, deceased, requiring them to file their claims against said decedent with the Clerk of this Court within 90 days of the date of said first insertion or be excluded from participating in the proceeds of said sale, as will appear by reference to the certificate of publication of said notice to creditors, hereto attached as a part hereof.

Respectfully submitted

HOWARD WOOD, 3rd.
Trustee

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

I Hereby Certify that on this 8th day of May, 1956, beforeme, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, 3rd, and made oath in due form of law that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein stated, and that the sale made by him as trustee, and therein reported, was fairly made.

T. SORDEN PIPPIN
Clerk

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE
Filed May 8, 1956

TRUSTEE'S SALE OF REAL ESTATE

The undersigned Trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on April 10, 1956, in Cause No. 4021 in said Court, will sell at public sale to the highest bidder, in front of the Court House door in Centreville, Maryland, on Tuesday, May 8, 1956 commencing at 1:30 o'clock p.m., all that lot of land improved by a dwelling house, known as the Annie Griffin property, situate in Brownsville in Corsica Neck in the Third Election District of Queen Anne's County, Maryland, on the Centreville-Brownsville Road, adjoining lands of Louis Rhyanes near the Brownsville school, and adjoining lands formerly of Philemon Anderson, James Lester and Henry Rhyanes, containing one acre of land, more or less, owned and occupied by Annie Griffin, late of Queen Anne's County, Maryland, deceased, sole heir of Margaret Newnam, nee Jackson, and being the land conveyed to Margaret Jackson by deed from John Pembroke and wife, dated April 30, 1897, and recorded among the land records of Queen Anne's County in Liber W.H.C. No. 8, folio 305.

TERMS OF SALE--CASH on day of sale, or 1/3 of purchase price shall be payable in cash on day of sale, the balance on final ratification of sale by said Court, said balance to bear interest from day of sale and to be secured to the trustee's satisfaction; title papers and tax stamps at buyer's expense. Possession will be given and taxes prorated as of final ratification of sale.

HOWARD WOOD, 3rd,
Trustee

J. Elmer Anthony, Auct.

_____o_____

NOTICE TO CREDITORS

All persons having claims against Annie Griffin, deceased, or her estate, are hereby notified to file their claims with the Clerk of the Circuit Court For Queen Anne's County, on or before the 12th day of July, 1956, or be excluded from participating in the proceeds of sale of the real estate to be sold under the decree passed on April 10, 1956, in Chancery Cause No. 4021 in said Court.

HOWARD WOOD, 3rd
Trustee

4t-5-3

QUEEN ANNE'S RECORD-OBSERVER

_____

Centreville, Md., May 8, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to Creditors and Trustee's Sale in the case of Chancery No. 4021 a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper printed and published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 8th day of May, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th day of April 1956, and the last insertion on the 3rd day of May, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

BY SHIRLEY L. KINNEAR

Filed May 8, 1956.

ORDER NISI
Filed May 8, 1956

NISI

Josephine H. Dunn

VS.

Elma Wilson, et al.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
NO. 4021

ORDERED, this 8th. day of May, 1956, that the sale of real estate made and reported in this cause by Howard Wood, 3rd., Trustee, be ratified and confirmed on or after the 8th. day of June next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 17th. day of May 1956, and ending on the 31st. day of May 1956.

The report states the amount of sales to be $900.00.

_____Clerk

Filed: May 8, 1956

CERTIFICATE OF PUBLICATION
OF ORDER NISI ON SALE
Filed Aug. 3, 1956

NISI

Josephine H. Dunn

vs.

Elma Wilson, et al.

In The Circuit Court for
Queen Anne's County

In Equity

No. 4021

ORDERED, this 8th day of May, 1956, that the sale of real estate made and reported in this cause by Howard Wood, 3rd, Trustee, be ratified and confirmed, on or after the 8th day of June, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 17 day of May, 1956, and ending on the 31st day of May, 1956.

THE QUEEN ANNE'S RECORD AND
OBSERVER PUBLISHING CO.

by: SHIRLEY L. KINNEAR

(Certificate--NISI Sales only)

FINAL RATIFICATION OF SALE
Filed August 3, 1956

JOSEPHINE H. DUNN	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY
Vs.	
ELMA WILSON, et al.	Cause No. 4021

FINAL ORDER OF PUBLICATION OF SALE

ORDERED, this 3rd day of August, 1956, 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 Howard Wood, 3rd, Trustee 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; that the proceedings in the above entitled cause be forthwith referred to the regular Auditor of this Court to state an audit of the proceeds of said sale; and that said Howard Wood, 3rd, Trustee as aforesaid, is allowed the usual commissions allowed by this Court upon sales of real estate and for all expenses, not personal, upon producing vouchers therefor before the Auditor.

WM. R. HORNEY
JUDGE

Filed Aug. 3, 1956

AUDIT
Filed Aug. 23, 1956

Josephine H. Dunn	In the Circuit Court for
vs.	Queen Anne's County, In
Elma Wilson, et. al.	Equity No. 4021

To The Honorable, The Judges of Said Court:

The report of J. Thomas Clark, auditor, unto your Honors respectfully represents:

1. That this account is stated at the request of Howard Wood, 3rd, Trustee (and vendor of the land sold in this cause), who was duly appointed by order of this court of April 10, 1956.

2. That in the within account, said trustee is charged with the total proceeds of sale, per his report and statement, and is allowed thereafter all expenses, not personal, including his commissions as such trustee for which proper vouchers were produced, as well as the costs for publishing the audit nisi to be passed as to this account and the fee of your auditor. That in the within account, the costs for clearing title to the real estate sold in these proceedings were allowed, and in-

cluded charges for drafting deed from the County Commissioners of Queen Anne's County to the purchasers, the notary fee and clerk's recording costs.

3. That the balance was distributed to the creditors of Annie Griffin, deceased, with the claim of Barton Bros., for funeral expenses of said decedent being paid in full as a priority claim under the provisions of Sec. 254, Art. 16, 1951 Annotated Code of Maryland, and the balance was directed to be distributed to Josephine H. Dunn, as a partial payment of her claim, the only other creditor in this cause.

Respectfully submitted,

J. THOMAS CLARK

Auditor

August 23, 1956

Filed Aug. 23, 1956

Cause No. 4021

The proceeds of the sale of real estate reported in this cause, in account with Howard Wood, 3rd, Trustee, appointed by this honorable court to make the sale in these proceedings (and vendor of said land)

Cr.

1956 May 8	By gross proceeds of the sale of said land, per report of said vendor, to wit	$900.00
	By interest on deferred portion of purchase price, per statement of vendor, to wit	9.00
	By total proceeds of sale of land, to wit	$909.00

Dr.

To Howard Wood, 3rd, Trustee (and vendor) for his commissions for making said sale, per order of court		$61.59
To do., for court costs paid in this cause, per receipt of Clerk's exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk	$106.50	
Costs of Sheriff of Harford Co.	.75	
Costs of Sheriff of Queen Anne's Co.	5.70	
Appearance fee of Howard Wood, Atty.	10.00	
Fee of Vachel A.Downes, Jr., Examiner	10.00	
Costs of Lucille Houts, Stenographer	5.00	
Witness fee of Isaac Hicks	.75	
Witness fee of Alex Watson	.75	139.45
To do., for an amount paid Gibson & Wood, Agent, for the premium on the corporate surety bond filed in this cause by said trustee, per receipt for the same exhibited, to wit		10.00
To do., for an amount paid U. Elmer Anthony, auctioneer, for crying sale, per receipt for same exhibited		15.00
To do., for an amount paid The Queenstown News for publishing the order of publication in this cause, per receipt for same exhibited, to wit		55.25
To do., for amounts paid Queen Anne's Record-Observer, per receipts for same exhibited, as follows, to wit:		
For publishing notice of sale	$ 29.25	
For publishing notice to creditors	10.50	
For publishing order nisi of sale	9.00	48.75
To do., for an amount paid Charles E. Anthony, Sr., Treasurer, for state and county taxes for periold of Jan. 1, 1956 to Aug. 3, 1956, per receipt and statement exhibited, to wit		4.04
To do., for an amount due Howard Wood, Attorney, for drafting deed from County Commissioners of Queen Anne's County to purchasers, to clear title to real estate sold in this cause, per statement for same exhibited, to wit		15.00

August 23, 1956

J. THOMAS CLARK

Auditor

To do., for an amount paid Helen E. Pardee, notary public, as notary fee on deed from County Commissioners of Queen Anne's County, to purchasers, per receipt for same exhibited, to wit:	.50	
To do., for an amount paid T. Sorden Pippin, Clerk, for recording deed from County Commissioners of Queen Anne's County to purchasers, per receipt for same exhibited, to wit:.....	2.65	
To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of.....	7.50	
To J. Thomas Clark, auditor for stating this audit.	18.00	
To balance for distribution to the creditors of Annie Griffin, deceased, according to their priority, the sum of.....	531.27	
	$909.00	$909.00

Cr.

By balance brought forward for distribution to creditors of Annie Griffin, deceased, according to their priority.....$531.27

Dr.

To Barton Bros., in full of its claim for the funeral expense of Annie Griffin, deceased, the sum of.....	$315.00	
To Josephine H. Dunn for her claim of $814.71 against the Estate of Annie Griffin, deceased, filed in this cause, as a partial payment on the same, the balance or the sum of.....	216.27	
	$531.27	$531.27

J. THOMAS CLARK

Auditor

August 23, 1956

NISI RATIFICATION OF AUDIT
Filed Aug. 23, 1956

NISI RATIFICATION OF AUDIT

Josephine H. Dunn	)	In the Circuit Court
vs.	)	for Queen Anne's County
Elma Wilson, et al.	)	In Equity
	)	Cause No. 4021

ORDERED, This 23rd. day of August in the year nineteen hundred and fifty-six, that the Report and Account filed in these proceedings by U. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st. day of September, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 14th. day of September, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed August 23, 1956

ATTENTION: Certificate of Publication of Nisi Ratification of Audit is recorded immediately following Decree on folio 527.

FINAL ORDER OF RATIFICATION OF AUDIT
Filed Sept. 28, 1956

FINAL ORDER OF RATIFICATION OF AUDIT

ORDERED, this 28th day of September, 1956, 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 J. Thomas Clark, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given, as shown by the certificate of publication of the order nisi passed as to said report and account, and the Trustee is hereby directed to apply the proceeds of sale accordingly, with a due proportion of interest as the same has been or may hereafter be received.

WM. R. HORNEY
JUDGE

Filed Sept. 28, 1956

::::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Ninth day of May, in the year eighteen hundred and ninety five, the following Petition of Trustees and Order of Court was filed for record, to wit:

No. 1135

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

Catherine M. Knotts, formerly Catherine M. Connolly by Isaac M. Knotts, her husband & next friend	)	Plaintiff
vs	)	
William F. Connolly & others	)	Defendants

To the Hon. The Judges of said Court

The Petition of I B & E A Brown Trustees, to your Honors respectfully sets forth

1. That as will appear by the Report of Sale in this case, the sale was made on the 8th day of August 1893 and on terms of one fourth in cash or at 60 to 90 days at Trustees' option, secured by note payable in Bank with interest added and approved security; residue in three equal annual instalments with interest on the whole as each instalment falls due secured by the notes of the purchaser with approved security.

2. That the sale was made to one Joshua S. Chance at $2109 $\frac{00}{100}$ who subsequently complied with the aforegoing terms of sale.

3. That your trustees are advised that the said Joshua S. Chance is desirous of making arrangements for the payment of the whole purchase money anticipating the maturing of the deferred payments-and that the adult defendants are willing and anxious for settlement.

Your Petitioner and Trustees pray this Court to pass an order authorizing them to receive payment of the whole purchase money in case the said Joshua S. Chance, Purchaser, shall offer himself ready and willing to make full settlement- that an audit has been already had in anticipation of a settlement and in case of payment there will be no loss of interest or unnecessary delay in settling with the parties in interest.

JOHN B. & EDWIN &
EDWIN H. BROWN
Attys for Petitioners

Ordered, on this 9th day of May 1895, by the Circuit Court for Queen Annes County in Equity and by the authority thereof, on the aforegoing Petitioh of John B. Brown and Edwin H. Brown Trustee, that they be and are hereby authorities to receive settlement for and payment of the whole purchase money for the Real Estate bought by him of said Trustees of the said Joshua S. Chance, Purchaser, in case he shall offer himself ready to settle-thus anticipating the maturing of the deferred payments and on payment of the whole purchase money at once to grant and convey to him the legal title to said Real Estate.

FREDERICK STUMP

Filed May 9, 1895

REPORT OF SALE & ORDER NISI
Filed August 19, 1893

No. 1135

In the Circuit Court for Queen Anne's County	)	in Equity
Catherine M. Knotts, formerly Catherine M. Connolly, by Isaac M. Knotts, her husband and next friend	)	Plaintiff
vs.	)	
William F. Connolly & others	)	Defendants

To the Honorable The Judges of said Court.

The report of John B. Brown and Edwin H. Brown Trustees appointed by the decree in this case to make sale of certain real estate therein mentioned respectfully shows; That after giving bond with security approved, for the faithful discharge of the duties of their Trust, as required by said decree and after giving more than three successive weeks notice of the time, place, manner and terms of sale by advertisement in "The Centreville Observer and "The Centreville Record", two newspapers printed and published in Queen Anne's County, state of Maryland, and by hand bills extensively circulated throughout said county and elsewhere, they did, pursuant to said notice, attend at Centreville, county and state aforesaid, in front of the court house door on Tuesday the eighth day of August 1893, between the hours of two and four o'clock P.M. and then and there proceeded to sell said real estate as follows, to wit:

Your trustees offered at public auction to the highest bidder, All that farm known as "The Old Connolly farm" situated in Queen Anne's county aforesaid, on the East side of the public road from The Wye Camp and Halls Cross Roads public road to the Wye Mills and Hillsborough public road, being an extension of the Stauffer public road, adjoining the farm in the tenancy of William F.Connolly and containing about one hundred and eighty five acres of land and sold the same to Joshua S. Chance, he being then and there the highest bidder therefor, at and for $11.40 per acre, or the Aggregate sum of $2109.$\frac{00}{100}$ on advertised terms of one fourth in cash or at 60 to 90 days on note payable in Bank with interest added and approved security, and residue in three equal annual instalments of one, two and three years, bearing interest from the day of sale payable on the whole unpaid amount as each instalment falls due. The taxes and rents of this year are to be apportioned. He has not yet complied with terms of sale. All of which is respectfully submitted.

JOHN B. BROWN
EDWIN H. BROWN
Trustees

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

I hereby certify that on this sixteenth day of August 1893, before the subscriber, a Justice of the Peace of the state of Maryland in and for the county aforesaid, personally appeared John B. Brown and Edwin H. Brown Trustees and made oath that the matters and things stated in the foregoing report of sale are true as stated, to the best of their knowledge and belief and that said sale was fairly made.

B. EMORY, JR. J.P.

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed August 19, 1893

TRUSTEES SALE
OF
A VALUABLE FARM.

By virtue of a Decree of the Circuit Court for Queen Anne's County, in equity, the undersigned as trustees will offer at public auction in front of the Court House Door in the town of Centreville, Queen Anne's county, State of Maryland, on

Tuesday, August 8th, 1893,
between the hours of 2 and 4 o'clock P.M.

All that Valuable Farm whereon Katie M. Knotts lives as tenant, on the east side of the Public Road leading from the Wye Mills and Halls X Roads public Road to the Wye Mills and Hillsboro Public Road, being an extension of Stauffer Public Road, adjoining the farm in the tenancy of William F. Connoly, and known as the "Old Connoly Farm", and containing about 185 Acres of Land, of which about 155 acres are arable, about 30 in wood and meadow.

This soil is fine quality-medium texture, easily improved and productive-divided into four fields and a meadow-adapted to wheat, corn, grasses and fruits, Improvements.

A 2½ story Brick Dwelling, with kitchen attached-a Carriage House, Frame Stable, Frame Barn, Meat House, &c.

Situation-about six miles from Centreville, 2½ miles from Wye Mills and 4 miles from Queen Anne Station on the Chesapeake and Delaware Railroad-convenient to Church, School, store, Shop and Creamery. Full possession delivered at end of year Wheat can be seeded this fall.

TERMS OF SALE--One-fourth in cash on day of sale, or at 60 to 90 days at trustees option, secured by note payable in bank with interest added and approved security; residue in three equal annual instalments, with interest on the whole as each instalment falls due; secured by notes of purchaser with approved security.

J. B. BROWN
E. H. BROWN,
Trustees

T. FRANK SEWARD, Auct.
Jv13t4

We hereby certify that the annexed advertisement was inserted in the Centreville Observer, a newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once in each of three successive weeks being more than 20 days before the 8th day of August 1893.

BUTLER, PRICE & BRYAN
EDR. & PUBS.

ORDER NISI
Filed August 19, 1893

In the Circuit Court for Queen Anne's County)	in Equity
Catherine M. Knotts, formerly Catherine M. Connolly by Isaac M. Knotts, her husband and next friend)	Plaintiff

VS.

William F. Connolly & others) Defendants

ORDERED on this 19th day of August in the year eighteen hundred and ninety three by The Circuit Court for Queen Anne's County in Equity and by the authority thereof that the sale of the Old Connolly Farm on the Stauffer public road extended, made and reported in this case by John B. Brown and Edwin H. Brown Trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 26th day of October next, provided a copy of this order is inserted in some newspaper printed and published in Queen Anne's County aforesaid for once in each of three successive weeks before the 26th day of September next.

The report states the amount of sale to be $2109.00/100

LEM DUMBRACCO, CLERK

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed Nov. 9, 1893

ORDER NISI

CATHERINE M. KNOTTS, FORMERLY
CATHERINE M. CONNOLLY, BY
ISAAC M. KNOTTS, HER HUSBAND
AND NEXT FRIEND,
PLAINTIFF,

vs,

WILLIAM F. CONNOLLY AND OTHERS,
DEFENDANTS.

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

ORDERED, on this 19th day of August, in the year eighteen hundred and ninety three, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that the sale of the Old Connolly Farm, on the Stauffer Public Road extended, made and reported in this case by John B. Brown and Edwin H. Brown, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of October, next; provided a copy of this order is inserted in some newspaper printed and published in Queen Anne's County aforesaid, for once in each of three successive weeks before the 26th day or September next. The report states the the amount of sales to be $2,109.

True Copy.
A26t4

Test:- LEM. DUNBRACCO, Clerk
LEM. DUNBRACCO, Clerk.

WE HEREBY CERTIFY, That the annexed advertisement was inserted in THE CENTREVILLE RECORD, a newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of 3 successive weeks before the 26th day of September 1893.

ROBERTS & SMITH
Editors and Publishers of
the Centreville Record-
per M.

ORDER OF FINAL RATIFICATION
OF SALE
Filed November 9, 1893

No. 1135/4

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

Catherine M. Knotts
formerly Catherine M. Connolly
by Isaac M. Knotts, her Husband
& next Friend) Plaintiff

vs

William F. Connolly & others) Defendants

ORDERED, on this ninth day of November in the year Eighteen Hundred and ninety three by the Circuit Court for Queen Anne's County in Equity and by the authority thereof that the sale of the Old Connolly Farm on the East side of the Stauffer Road extended and in the tenancy of Katie M. Knotts and adjoining

the farm in the tenancy of William F. Connolly be and the same is hereby ratified and confirmed, no cause to the contrary thereof appearing; although notice appears to have been given pursuant to the "order nisi" or conditional order heretofore passed in the case.

FREDERICK STUMP.

::::::::::::::::::::::::::::::::
QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirtieth day of November, in the year nineteen hundred and fifty-six, the following Petition To Sell Lot 5 Block B Corsica Hills and Order of Court was filed for record, to wit:

IN THE MATTER OF THE TRUST ESTATE OF EUGENE CLAYTON CANN	:	IN THE CIRCUIT COURT FOR
**********	:	QUEEN ANNE'S COUNTY
IN THE MATTER OF THE TRUST ESTATE FOR AND IN BEHALF OF EUGENE CLAYTON CANN CREATED BY ITEM SIX OF THE WILL OF LILLIAN A. CANN, DECEASED	:	IN EQUITY Consolidated Causes No. 2736 and 3636

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, respectfully shows:

1. That a part of the corpus of these trust estates consists of an undivided one-half interest of, in and to the tract of land or farm, known as "Chesterfield", and called for the purpose of identification in these trust estates, "The Eugene A. Cann Farm Property", situate, in the Third Election District of Queen Anne's County, Maryland, in part, on the left side of the public road known as U. S. Route No. 213 leading from Centreville to Church Hill in said county.

2. That by the provisions of the deed of trust dated January 24, 1928, your Petitioner is authorized to sell the real estate comprising a part of the principal or corpus of said trust estates therein mentioned and described, of which said farm is a part, if a sale thereof shall, in the opinion of your Petitioner, be necessary, advisable or to the interest and advantage of the said Eugene Clayton Cann, either at public or private sale, as may seem most advisable, at such time or times and for such price or prices and upon such terms as may be deemed best, and to grant and convey the same to the purchaser or purchasers thereof.

3. That by Item Six of the Last Will and Testament of Lillian A. Cann, dated June 4, 1930, your Petitioner is authorized to convert, sell, invest, and reinvest the property therein devised in trust, of which said farm is a part.

4. That your Petitioner has received from Alma Fagan and Joseph C. Wolfe and Stella A. Wolfe, his wife, a cash offer of Seven Hundred Twenty Three Dollars and Seventy Five Cents ($723,75), for the said undivided one-half interest of your Petitioner, of, in and to Lot No. 5, Block B, as shown and designated on a "Revised Plat of Corsica Hills", dated September 1956, made by Walter E. Woodford, Jr. Registered Surveyor and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 31, folio 166.

5. That your Petitioner alleges and believes 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 and all his right, title, interest and estate therein be sold to and the said Alma Fagan, as to an undivided one-half interest as tenant in common with Joseph C. Wolfe and Stella A. Wolfe, his wife, as tenants by the entireties, as to the other one-half interest; SUBJECT to the same covenants and restrictions appearing in the deed from your Petitioner and Olivia Cann Carter and husband dated July 14, 1953, recorded among the Land Records aforesaid in Liber T.S.P. No. 12, folio 145, to Alexander J. Knight and Olive F. Knight, his wife.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing, directing and empowering your Petitioner to accept the aforesaid offer for the said lot or parcel of land and that your Petitioner may be authorized, directed and empowered, upon payment of the entire purchase money therefor, to grant and convey unto the said Alma Fagan, an undivided one-half interest as tenant in common with Joseph C. Wolfe and Stella A. Wolfe, his wife, as tenants by the entireties, as to the other one-half interest, all his right, title, interest and estate in and to said lot or parcel of land, subject to the covenants and resptrictions above-mentioned.

Respectfully submitted:

CLAYTON C. CARTER
Successor Trustee for
Eugene Clayton Cann

STATE OF MARYLAND QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY that on this 30th day of November, 1956, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Successor Trustee for Eugene Clayton Cann, and made oath in due form of law that the matters and things stated in the aforegoing Petition are true to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

Filed Nov. 30, 1956

ORDER OF COURT
Filed Dec. 3, 1956

ORDER OF COURT

The aforegoing Petition and affidavit having been read and considered, it is thereupon, this 1st day of December, 1956, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, be and he is hereby authorized, empowered and directed to make sale to the said Alma Fagan, as to an undivided one-half interest as tenant in common with Joseph C. Wolfe and Stella A. Wolfe, his wife, as tenants by the entireties, as to the other one-half interest, of the lot or parcel of land described in theaforegoing Petition, and all his right, title, interest and estate therein, at and for the sumof Seven Hundred Twenty Three Dollars and Seventy Five Cents ($723.75); and

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, be and he is hereby authorized, empowered and directed, upon payment to him of the aforesaid purchase money, and not before, to grant and convey unto the said Alma Fagan, an undivided one-half interest as tenant in common with Joseph C. Wolfe and Stella A. Wolfe, his wife, as tenants by the entireties, as to the other one-half interest, all his right, title, interest and estate in and to said lot or parcel of land; SUBJECT to the covenants and restrictions mentioned in the foregoing Petition; and

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, upon receipt of said purchase money, shall pay thereout the costs of the proceedings relating to said sale and shall invest the balance thereof under the future order of this Court for the benefit of his cestue que trust the same as if the proceeds has remained land, and subject to the same devolution of title as by said Deed of Trust and Last Will and Testament creating the aforesaid trust estates is provided.

WM. R. HORNEY
Judge

Filed Dec. 3, 1956.

PETITION FOR SALE OF LOT 2 BLOCK B Filed May 9, 1957	:	IN THE CIRCUIT COURT FOR
IN THE MATTER OF THE TRUST ESTATE OF EUGENE CLAYTON CANN	::	QUEEN ANNE'S COUNTY IN EQUITY
**********		
IN THE MATTER OF THE TRUST ESTATE FOR AND IN BEHALF OF EUGENE CLAYTON CANN CREATED BY ITEM SIX OF THE WILL OF LILLIAN A. CANN, DECEASED	:	Consolidated Causes No. 2736 and 3636

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, respectfully shows:

1. That a part of the corpus of these trust estates consists of an undivided one-half interest of, in and to the tract of land or farm, known as "Chesterfield", and called for the purpose of identification in these trust estates, "The Eugene A. Cann Farm Property", situate, in the Third Election District of Queen Anne's County, Maryland, in part, on the left side of the public road known as U.S. Route No. 213, leading from Centreville to Church Hill in said County.

2. That by the provisions of the deed of trust, dated January 24, 1928, your Petitioner is authorized to sell the real estate comprising a part of the principal or corpus of said trust estates therein mentioned and described, of which said farm is a part, if a sale thereof shall, in the opinion of your Petitioner, be necessary, advisable or to the interest and advantage of the said Eugene Clayton Cann, either at public or private sale, as may seem most advisable, at such time or times and for such price or prices and upon such terms as may be deemed best, and to grant, and convey the same to the purchaser or purchasers thereof.

3. That by Item Six of the Last Will and Testament of Lillian A. Cann, dated June 4, 1930, your Petitioner is authorized to convert, sell, invest and reinvest the property therein devised in trust, of which said farm is a part.

4. That your Petitioner has received from B. Harper Fesmyer a cash offer of Seven Hundred Forty Dollars and Seventy Two Cents ($740.72) for the said undivided one-half interest of your Petitioner of, in and to Lot No. 2, Block B, as shown and designated on a "Revised Plat of Corsica Hills", dated September, 1956, made by Walter E. Woodford, Jr., Registered Surveyor, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 31 folio 166.

5. That your Petitioner alleges and believes 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 and all his right, title, interest and estate therein be sold to the said B. Harper Fesmyer; SUBJECT to the same covenants and restrictions appearing in the deed from your Petitioner and Olivia Cann

Carter and husband dated July 14, 1953, recorded among the Land Records aforesaid in Liber T.S.P. No. 12, folio 145, to Alexander J. Knight and Olive F. Knight, his wife.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing, directing and empowering your Petitioner to accept the aforesaid offer for the said lot or parcel of land and that your Petitioner may be authorized, directed and empowered, upon payment of the entire purchase money therefor, to grant and convey unto the said B. Harper Fesmyer all his right, title, interest and estate in and to said lot or parcel of land, subject to the covenants and restrictions abovementioned.

Respectfully submitted:

CLAYTON C. CARTER
Successor Trustee for
Eugene Clayton Cann

STATE OF MARYLAND QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY that on this 9 day of May, 1957, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C.Carter, Successor Trustee for Eugene Clayton Cann, and made oath in due form of law that the matters and things stated in the aforegoing Petition are true to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

Filed May 9, 1957.

ORDER OF COURT
Filed May 10, 1957

ORDER OF COURT

The aforegoing Petition and Affidavit having been read and considered, it is thereupon, this 9th day of May, 1957, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, be and he is hereby authorized, empowered and directed to make sale to B. Harper Fesmyer of the lot or parcel of land described in the aforegoing Petition, and all his right, title, interest and estate therein, at and for the sum of Seven Hundred Forty Dollars and Seventy Two Cents ($740.72); and

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, be and he is hereby authorized, empowered and directed, upon payment to him of the aforesaid purchase money, and not before, to grant and convey unto the said B. Harper Fesmyer all his right, title, interest and estate in and to said lot or parcel of land; SUBJECT to the covenants and restrictions mentioned in the foregoing Petition; and

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, upon receipt of said purchase money, shall pay thereout the costs of the proceedings relating to said sale and shall invest the balance thereof under the future order of this Court for the benefit of his cestue que trust the same as if the proceeds has remained land, and subject to the same devolution of title as by said Deed of Trust and Last Will and Testament creating the aforesaid trust estates is provided.

Wm. R. HORNEY
Judge

Filed May 10, 1957

PETITION TO SELL LOT 6 BLOCK B
Filed June 20, 1957.

IN THE MATTER OF THE TRUST ESTATE OF EUGENE CLAYTON CANN ********** IN THE MATTER OF THE TRUST ESTATE FOR AND IN BEHALF OF EUGENE CLAYTON CANN CREATED BY ITEM SIX OF THE WILL OF LILLIAN A. CANN, DECEASED	: : : : : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Consolidated Causes No. 2736 and 3636

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, respectfully shows:

1. That a part of the corpus of these trust estates consists of an undivided one-half interest of, in and to the tract of land or farm, known as "Chesterfield", and called for the purpose of identification in these trust estates, "The Eugene A. Cann Farm Property", situate, in the Third Election District of Queen Anne's County, Maryland, in part, on the left side of the public road known as U. S. Route No. 213 leading from Centreville to Church Hill in said County.

2. That by the provisions of the deed of trust dated January 24, 1928, your Petitioner is authorized to sell the real estate comprising a part of the

principal or corpus of said trust estates therein mentioned and described, of which said farm is a part, if a sale thereof shall, in the opinion of your Petitioner be necessary, advisable or to the interest and advantage of the said Eugene Clayton Cann, either at public or private sale, as may seem most advisable, at such time or times and for such price or prices and upon such terms as may be deemed best, and to grant and convey the same to the purchaser or purchasers thereof.

3. That by Item Six of the Last Will and Testament of Lillian A. Cann, dated June 4, 1930, your Petitioner is authorized to convert, sell, invest and reinvest the property therein devised in trust, of which said farm is a part.

4. That your Petitioner has received from Alma Fagan and Jœph C. Wolfe and Stella A. Wolfe, his wife, a cash offer of Seven Hundred Eighty Four Dollars and Sixty Nine Cents ($784.69) for the said undivided one-half interest of your Petitioner of, in and to Lot No. 6, Block B, as shown and designated on a "Revised Plat of Corsica Hills", dated September, 1956, made by Walter E. Woodford, Jr., Registered Surveyor, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 31 folio 166.

5. That your Petitioner alleges and believes 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 and all his right, title, interest and estate therein be sold to the said Alma Fagan, as to an undivded one-half interest as tenant in common with Joseph C. Wolfe and Stella A. Wolfe, his wife, as tenants by the entireties, as to the other one-half interest; SUBJECT to the same covenants and restrictions appearing in the deed from your Petitioner and Olivia Cann Carter and husband dated July 14, 1953, recorded among the Land Records aforesaid in Liber T.S.P. No. 12, folio 145, to Alexander J. Knight and Olive F. Knight, his wife.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing, directing and empowering your Petitioner to accept the aforesaid offer for the said lot or parcel of land and that your Petitioner may be authorized, directed and empowered, upon payment of the entire purchase money therefor, to grant and convey unto the said Alma Fagan, an undivided one-half interest as tenant in common with Joseph C. Wolfe and Stella A. Wolfe, his wife, as tenants by the entireties, as to the other one-half interest, all his right, title, interest and estate in and to said lot or parcel of land, subject to the covenants and restrictions abovementioned.

Respectfully submitted:

CLAYTON C. CARTER
Successor Trustee for
Eugene Clayton Cann

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

I HEREBY CERTIFY, that on this 20th day of June, 1957, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Successor Trustee for Eugene Clayton Cann, and made oath in due form of law that the matters and things stated in the aforegoing Petition are true to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

Filed June 20, 1957.

ORDER OF COURT
Filed June 21, 1957

ORDER OF COURT

The aforegoing Petition and affidavit having been read and considered, it is thereupon, this 21st day of June, 1957, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, be and he is hereby authorized, empowered and directed to make sale to the said Alma Fagan, as to an undivided one-half interest as tenant in common with Joseph C. Wolfe and Stella A. Wolfe, his wife, as tenants by the entireties, as to the other one-half interest, of the lot or parcel of land described in the aforegoing Petition, and all his right, title, interest and estate therein, at and for the sum of Seven Hundred Eighty Four Dollars and Sixty Nine Cents ($784.69); and

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, be and he is hereby authorized, empowered and directed, upon payment to him of the aforesaid purchase money, and not before, to grant and convey unto the said Alma Fagan, an undivided one-half interest as tenant in common with Joseph C. Wolfe and Stella A.Wolfe, his wife, as tenants by the entireties, as to the other one-half interest, all his right, title, interest and estate in and to said lot or parcel of land; SUBJECT to the covenants and restrictions mentioned in the foregoing Petition; and

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, upon receipt of said purchase money, shall pay thereout the costs of the proceedings relating to said sale and shall invest the balance thereof under the future order of this Court for the benefit of his cestue que trust the same as if the proceeds had remained land, and subject to the same devolution of title as by said Deed of Trust and Last Will and Testament creating the aforesaid trust estates is provided.

Wm. R. HORNEY
Judge

Filed June 21, 1957

PETITION TO SELL LOT 7, BLOCK B Filed June 21, 1957.	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY
IN THE MATTER OF THE TRUST ESTATE OF EUGENE CLAYTON CANN	:	
**********	:	Consolidated Causes
IN THE MATTER OF THE TRUST ESTATE FOR AND IN BEHALF OF EUGENE CLAYTON CANN CREATED BY ITEM SIX OF THE WILL OF LILLIAN A. CANN, DECEASED	:	No. 2736 and 3636

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes, respectfully shows:

1. That a part of the corpus of these trust estates consists of an undivided one-half interest of, in and to the tract of land or farm, known as "Chesterfield", and called for the purpose of identification in these trust estates, "The Eugene A. Cann Farm Property", situate, in the Third Election District of Queen Anne's County, Maryland, in part, on the left side of the public road known as U. S. Route No. 213 leading from Centreville to Church Hill in said County.

2. That by the provisions of the deed of trust dated January 24, 1928, your Petitioner is authorized to sell the real estate comprising a part of the principal or corpus of said trust estates therein mentioned and described, of which said farm is a part, if a sale thereof shall, in the opinion of your Petitioner, be necessary, ad visable or to the interest and advantage of the said Eugene Clayton Cann, either at public or private sale, as may seem most advisable, at such time or times and for such price or prices and upon such terms as may be deemed best, and to grant and convey the same to the purchaser or purchasers thereof.

3. That by Item Six of the Last Will and Testament of Lillian A. Cann, dated June 4, 1930, your Petitioner is authorized to convert, sell, invest and reinvest the property therein devised in trust, of which said farm is a part.

4. That your Petitioner has received from F.Carleton Gates and Mary MacLeod Gates, his wife, a cash offer of Eight Hundred Twenty Eight Dollars and Thirty Eight Cents ($828.38) for the said undivided one-half interest of your Petitioner of, in and to Lot No. 7, Block B, as shown and designated on a "Revised Plat of Corsica Hills", dated September, 1956, made by Walter E.Woodford, Jr., Registered Surveyor, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 31 folio 166.

5. That your Petitioner alleges and believes 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 and all his right, title, interest and estate therein be sold to the said F. Carleton Gates and Mary MacLeod Gates, his wife, as tenants by the entireties; SUBJECT to the same covenants and restrictions appearing in the deed from your Petitioner and Olivia Cann Carter and husband dated July 14, 1953, recorded among the Land Records aforesaid in Liber T.S.P. No. 12, folio 145, to Alexander J. Knight and Olive F. Knight, his wife.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing, directing and empowering your Petitioner to accept the aforesaid offer for the said lot or parcel of land and that your Petitioner may be authorized, directed and empowered, upon payment of the entire purchase money therefor, to grant and convey unto the said F. Carleton Gates and Mary MacLeod Gates, his wife, as tenants by the entireties, all his right, title, interest and estate in and to said lot or parcel of land, subject to the covenants and restrictions abovementioned.

Respectfully submitted:

CLAYTON C. CARTER
Successor Trustee for
Eugene Clayton Cann

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

I HEREBY CERTIFY, that on this 21st day of June, 1957, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Clayton C. Carter, Successor Trustee for Eugene Clayton Cann, and made oath in due form of law that the matters and things stated in the aforegoing Petition are true to the best of his knowledge and belief.

T. SORDEN PIPPIN
Clerk

Filed June 21, 1957.

ORDER OF COURT
Filed June 21, 1957.

ORDER OF COURT

The aforegoing Petition and Affidavit having been read and considered, it is thereupon, this 21st day of June, 1957, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED, that Clayton C. Carter, Successor Trustee for Eugene Clayton Cann in the above entitled causes,

be and he is hereby authorized, empowered and directed to make sale to the said F. Carleton Gates and Mary MacLeod Gates, his wife, as tenants by the entireties, of the lot or parcel of land described in the aforegoing Petition, and all his right, title, interest and estate therein, at and for the sum of Eight Hundred Twenty Eight Dollars and Thirty Eight Cents ($828.38); and

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, be and he is hereby authorized, empowered and directed, upon payment to him of the aforesaid purchase money, and not before, to grant and convey unto the said F. Carlton Gates and Mary MacLeod Gates, his wife, as tenants by the entireties, all his right, title, interest and estate in and to said lot or parcel of land; SUBJECT to the covenants and restrictions mentioned in the foregoing Petition;

IT IS FURTHER ADJUDGED, ORDERED and DECREED that the said Clayton C. Carter, Successor Trustee as aforesaid, upon receipt of said purchase money, shall pay thereout the costs of the proceedings relating to said sale and shall invest the balance thereof under the future order of this Court for the benefit of his cestue que trust the same as if the proceeds had remained land, and subject to the same devolution of title as by said Deed of Trust and Last Will and Testament creating the aforesaid trust estates is provided.

Wm. R. HORNEY
Judge

Filed June 21, 1957.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Sixth day of August, in the year nineteen hundred and fifty seven, the following Sheriff's Return of Sale of Real Estate was filed for record, to wit:-

THE FARMERS BANK OF THE STATE OF DELAWARE,

VS.

SAMUEL EZRIL WRIGHT AND MABEL M. WRIGHT,

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY,

LAW NO. 1170

SHERIFF'S RETURN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Return of Alexis M. Butler, 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 The Farmers Bank of the State of Delaware vs. Samuel Ezril Wright and Mabel M. Wright, dated and issued May 14th, 1957, said writ being issued in Law No. 1170 in the Circuit Court for Queen Anne's County, said writ of execution was directed to Alexis M. Butler as the Sheriff of Queen Anne's County in the State of Maryland, and in obediance to the commands of said Writ contained, the said Alexis M. Butler, Sheriff as aforesaid, seized, entered upon and levied upon and took possession of all the right, title, interest and estate of the said Samuel Ezril Wright and Mabel M. Wright (his wife) of, in and to the following described real estate, to wit: All that lot of ground, improved by a one story four room house 28 feet x 20 feet, situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, located in Ewington on the road leading from Browns Corner, Rt. 213 to Rt. No. 544, McGinnes Corner Road, containing two (2) Acres of land, more or less, and being the same property conveyed from the Board of County Commissioners of Queen Anne's County to Samuel I. Wright, by deed dated June 9, 1936, and recorded among the land records of Queen Anne's County in Liber W. H. C/ No. 30A, folio 137, etc.;

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 (20) 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 pert hereof; 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 Alexis M. Butler as the Sheriff as aforesaid, offered all the right, title, interest and estate of the said Samuel Ezril Wright and Mabel M. Wright (his wife) of, in and to said lot and parcel of land with the improvements thereon at Public Sale in front of the Court House Door in Centreville, Queen Anne's County, Maryland, on Tuesday, July 16th, 1957, at the hour of 11:00 o'clock A. M. (Daylight Saving Time) for Cash, and then and there sold same to Marcella Beck, he being then and there the highest bidder therefor, at the sum of Seven Hundred Dollars ($700.00), 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 May 14, 1957, being at Law No. 1170 as aforesaid in the Circuit Court for Queen Anne's County.

ALEXIS M. BUTLER
Alexis M. Butler, Sheriff of
Queen Anne's County, Maryland.

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

I HEREBY CERTIFY, that on this 6th day of August, 1957, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Alexis M. Butler, Sheriff of Queen Anne's County, and made oath in due form of law that the matter and facts above set forth are true the best of his knowledge and belief, and that the sale was fairly made.

T. SORDEN PIPPIN
Clerk of the Court.

SHERIFF'S SALE
-of-
REAL ESTATE

In Ewington, Seventh Election District of Queen Anne's County, Maryland.

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 in a certain suit in said Court entitled "The Farmers Bank of the State of Delaware, Plaintiff, versus Samuel Ezril Wright and Mabel M. Wright, his wife, Defendants", being Law No. 1170 in said Court, I have seized and levied upon all of the right, title, interest and estate of the said Defendants in and to the following described real estate:

All that lot of ground situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, located in Ewington on the road leading from Browns Corner, Rt. 213 to Rt. No. 544, McGinnes Corner Road, containing two acres of land, more or less, and being the same property conveyed from The Borad of County Commissioners of Queen Anne's County, to Samuel I. Wright, by deed dated June 9th, 1936, and recorded among the Land Records for Queen Anne's County aforesaid in Liber W.H.G. No. 3A, folio 137.

This improvements on said real estate consist of a One Story, Frame, four room house.

I hereby give notice that pursuant to said Writ of Fieri Facias I will

sell the Defendants right, title, interest and estate in said real estate in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, at 11:00 o'clock A.M. (Daylight Saving) on Tuesday, July 16th, 1957.

Terms of Sale: CASH.

ALEXIS M. BUTLER
Sheriff of Queen Anne's County

4t-7-11

The Classified Page of the Record-Obsdrver is the market place for Queen Anne's County. Read it every week!

Read The Record-Observer Classified Ads.

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 (20) days previous to the 16th day of July, 1957, the first insertion being on the 20th day of June, 1957, and the last insertion being on the 11th day of July, 1957, and set up at the Court House Door in Centreville, Queen Anne's County, Maryland, for more than twenty (20) days previous to the 16th day of July, 1957.

ALEXIS M. BUTLER
Alexis M. Butler, Sheriff of Queen Anne's County, Maryland.

I HEREBY CERTIFY, that I did offer for public sale on July 16th, 1957, in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, for Alexis M. Butler, Sheriff of Queen Anne's County, Maryland, at the hour of 11:00 o'clock A. M. (Daylight Saving Time), the property described in the annexed advertisement of sale, and sold the same to Marcella Beck, he being then and there the highest bider therefor for the sum of Seven Hundred Dollars ($700.00), cash.

J. ELMER ANTHONY
J. Elmer Anthony,
Auctioneer.

I HEREBY CERTIFY, that the Purchase Price of Seven Hundred Dollars ($700.00) has been fully paid to me, having been paid to me on the 26th day of July, 1957.

ALEXIS M. BUTLER
Sheriff.

SHERIFF'S SALE
-of-
REAL ESTATE

In Ewington, Seventh Election District of Queen Anne's County, Maryland.

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 in a certain suit in said Court entitled "The Farmers Bank of the State of Delaware, Plaintiff, versus Samuel Ezril Wright and Mabel M. Wright, his wife, Defendant's", being Law No. 1170 in said Court, I have seized and levied upon all of the right, title, interest and estate of the said Defendants in and to the following described real estate:

All that lot of ground situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, located in Ewington on the road leading from Browns Corner, Rt. 213 to Rt. No. 544, McGinnes Corner Road, containing two acres of land, more or less, and being the same property conveyed from The Board of County Commissioners of Queen Anne's County, to Samuel I. Wright, by deed dated June 9th, 1936, and recorded among the Land Records for Queen Anne's County aforesaid in Liber W.H.G. No. 3A, folio 137.

The improvements on said real estate consist of a One Story, Frame, four room house.

I hereby give notice that pursuant to said Writ of Fieri Facias I will sell the Defendants right, title, interest and estate in said real estate in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, at 11:00 o'clock A.M. (Daylight Saving) on Tuesday, July 16th, 1957.

Terms of sale: CASH.

ALEXIS M. BUTLER
Sheriff of Queen Anne's County

4t-7-11

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 4, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Sheriff's Sale of Real Estate in the case of The Farmers Bank of the State of Delaware, Plaintiff, vs. Samuel Ezril Wright and Mabel M. Wright, 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 4 successiv weeks before the 16th day of uly, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20th day of June 1957, and the last insertion on the 11th day of July, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 6th day of August, in the year 1957, before me the subscriber, Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Alexis M. Butler, Sheriff of Queen Anne's County, Maryland, and made oath in due form of law that after diligent inquiry it has been found that Samuel. Ezril Wright and Mabel M. Wright, his wife, are 60 years and 60 years of age. The said Samuel Ezril Wright and Mabel M. Wright is (are) laborers, and reside in Queen Anne's County, State of Maryland. The said Defendants are not now in the military service of the Unted States as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 and Chapter 710 of the Laws of Maryland of 1941, nor have they been in such service within three months prior hereto.

AS WITNESS my hand and Seal of Circuit Court.

Seal's Place.

T. SORDEN PIPPIN
Clerk of the Court.

(FI FA)

SEAL'S PLACE

The State of Maryland

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 1st Monday of January in the year of our Lord, one thousand nine hundred and fifty seven a certain The Farmers Bank of the State of Delaware, Newark, Delaware by judgment of the same Court, recovered against a certain Samuel Ezril Wright and Mabel M. Wright, R.D. #1, Box 52, Ewingtown, Chestertown, R. R., Maryland as well the sum of Five hundred four dollars and Sixty three cents, with interest from the 14th day of May 1957 and Twelve dollars and Forty cents for its costs and $75.69 attorney's commissions charges by it about its suit laid out and expended, whereof the said Samuel Ezril Wright and Mabel M. Wright 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 Samuel Ezril Wright and Mabel M. Wright 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 June next, to render unto the said The Farmers Bank of the State of Delaware the debts, costs and charges, aforesaid

Hereof, fail not at your peril, and have you then and there this writ.

WITNESS, the Honorable Wm. R. Horney Chief Judge of our said Court, the 7th. day of January in the year of our Lord, nineteen hundred and fifty seven.

Issued this 14th. day of May 1957

Attorney for Plaintiff
A. Parks Rasin, Jr.
Chestertown, Maryland
Phone 115-Chestertown

T. SORDEN PIPPIN Clerk.

And on the back of the aforegoing Fi Fa are the following endorsements, to wit:-

Levied as per schduel attached this 29th day of May, 1957.

ALEXIS M. BUTLER
Sheriff

"Satisfied" as per Report of Sale filed herein.

ALEXIS M. BUTLER
Sheriff.

Dated: Aug. 5, 1957.

This Writ of Fieri Facias received by me this 15th day of May, 1957, at the hour of 2:00 P.M.

ALEXIS M. BUTLER
Sheriff of
Queen Anne's County, Md.

A SCHEDULE of the goods and chattels, lands and tenements of Samuel Ezril Wright & Wife Mabel M. Wright 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 The Farmers Bank of the State of Delaware, Newark Delaware. vs. Samuel E. Wright & Mabel M. Wright I have seized and levied on the following property to wit:

One four room house, 28/20
Two acres of land more or less

Located in Queen Anne's County, Ewingtown on Road leading from Browns Corner, Rt. 213 to Rt. No. 544 McGuine's Corner Road.

ALEXIS M. BUTLER
Sheriff of Queen Anne's County

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Second day of May, in the year nineteen hundred and fifty seven, the following Bill of Complaint was brought to be recorded, to wit:-

Nelson Johnson
349 Broomall Street,
Chester, Penna.

v.

Evelyn Johnson,
1036 Orange Avenue,
Sharon Hill, Penna.,

Gladys J. Dean,
1036 Orange Avenue,
Sharon Hill, Penna.,

Rigby Douglas, and
Janie Douglas,
Church Hill, Maryland.

Benjamin Douglas
706 West 8th Street,
Wilmington, Delaware,

Pearl Miller,
7620 Pleasant Avenue,
Delair, New Jersey,

Janet Wright
1036 Orange Avenue,
Sharon Hill, Penna.

AND

"All persons having or claiming to have an interest in"

AND

"Unknown owner or owners, his heirs, devisees, and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors in right, title and interest"

OF

the following described property which is also set forth in the Bill of Complaint All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located in Church Hill, adjoining the lands of Maggie Clark, assessed to Annie Johnson.

In the Circuit Court for

Queen Anne's County

Maryland.

Equity No. 4111

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Nelson Johnson by A. Parks Rasin, Jr., Solicitor, respectfully represents unto your Honors:

1. That on the 17th day of May, 1955, Claude Lowery, the Collector of taxes for the County of Queen Anne's and State of Maryland, sold to the Plaintiff at public auction the hereinafter described property in fee simple in conformity with the authority conferred upon him by Chapter 761 of the Acts of the General Assembly of Maryland, 1943, and by the acts amendatory thereof.

2. That the certificate of tax sale issued to the Plaintiff by the Collector as aforesaid and a description of the property in substantially the same form as the description appearing on the Collector's tax roll and the amount of money required for redemption of the property herein described is as follows:

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located in Church Hill adjoining the lands of Maggie Clark, assessed value $1150. Consisting of lot and house, assessed to Annie Johnson for taxes in arrears, interest thereon and proportional costs to day of sale:

Taxes	$67.87
Interest	3.04
Costs	19.83
Total	$90.74

Plus 5% Treasurer's Commission

3. That the certificate of tax sale is hereby attached to the Bill of Complaint and prayed to be read and taken as a part hereof as though fully incorporated herein and marked "Plaintiff's Exhibit No. 1".

4. That a search and examination of the Land Records for Queen Anne's

County of the records of the Register of Wills for Queen Anne's County and the records of all the Courts of Law and Equity of Queen Anne's County disclose the following:

(a) That the property described in the Collector's Certificate vested in Annie Johnson by deed dated February 3rd, 1920, and recorded among the Land Records for Queen Anne's County aforesaid in Liber J.F.R. No. 4, folio 159, surviving tenant by the entirety, her husband, Timonthy Johnson having died about the year 1922; and upon the death of the said Annie Johnson about the year 1942 the said property thereupon descended unto her heirs at law, namely: Nelson Johnson, son; Evelyn Johnson, daughter; Gladys J. Dean, daughter; Rigby Douglas, son; Benjamin Douglas, son, Pearl Miller, daughter and Janet Wright, granddaughter,

(b) The tax records of Queen Anne's County discloses that this property covered by Certificate of Tax Sale filed herein as Plaintiff's Exhibit No. 1, is assessed to Annie Johnson.

5. That the description of the property recited at length in the aforesaid mentioned deed is intended to describe the same property which appears on the Collector's Tax Roll as hereinbefore referred to.

6. That although more than a year and a day from the date of the sale of said property has expires, the aforesaid property has not been redeemed by any party in interest, and this present proceeding to foreclose the rights of redemption is brought within two years from the date of the aforesaid tax sale, and the date of the issuance of the aforesaid Certificate of Tax Sale.

7. That the amount necessary for the redemption of the property heretofore described and referred to is the purchase price of the said property as aforesaid which also appears on the fact of the aforesaid Certificate of Tax Sale, together with interest at the rate of six per cent per annum from the date of sale to the date of redemption and all taxes and other municipal liens accruing subsequent to the date of sale, together with interest and penalties thereon and the total disbursements made by the Plaintiff, the present holder of the Certificate of Tax Sale or by his predecessor in accordance with the provision of Chapter 761, Laws of Maryland, 1943, and Acts amendatory thereof.

TO THE END, THEREFORE:

(a) That this Honorable Court pass a Final Decree foreclosing all rights of all the Defendants and of all persons having or claiming to have an interest in and to the aforesaid properties herein described.

(b) That this Honorable Court may pass a Final Decree vesting in the Plaintiff an absolute and indefeasible title in fee simple in and to the property herein described and referred to and to bar all rights of redemption and to foreclose all prior or subsequent alienations and descents of the property herein described and all encumbrances thereon except public easements to which the property is subject, taxes and other municipal liens accruing subsequent to the date of the aforementioned tax sale.

(c) That a writ of subpoena be issued to the Defendants, Rigby Douglas and Janie Douglas, Church Hill, Maryland, commanding them to be and appear in this Court on some certain day to be named therein and answer the said Bill of Complaint, or redeem the said property and abide by and perform such decrees or orders as may be passed therein and worning them that in case of failure to do so, a Final Decree will be passed foreclosing all rights of redemption in the aforesaid property.

(d) That an Order of Publication be passed in accordance with the provisions of Art. 81, Sec. 105 of the Code giving notice to the Defendants Evelyn Johnson, 1036 Orange Avenue, Sharon Hill, Pennsylvania; Gladys, J. Dean, 1036 Orange Avenue, Sharon Hill, Pennsylvania; Benjamin Douglas, 706 West 8th Street, Wilmington, Delaware; Pearl Miller, 7620 Pleasant Avenue, Delair, New Jersey; Janet Wright, 1036 Orange Avenue, Sharon Hill, Pennsylvania; and all persons having or claiming to have an interest in the properties set forth in the Bill of Complaint filed herein; and any and all unknown owner or owners, his heirs, devisees and personal representatives, and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors in right, title and interest of any of the property set forth in the Bill of Complaint filed herein, of the object and substance of this Bill of Complaint and worning them to be and appear in this Court in person or by Solicitor on some certain day to be named therein and to show cause if any they may have, why a decree or decrees should not be passed as prayed.

(e) That the Plaintiff may have such other and further relief as the nature of his case may require.

And as in duty bound, etc.

A. PARKS RASIN, Jr.
A. Parks Rasin, Jr.
Attorney for Complainant.

Filed May 2, 1957

PLAINTIFF'S EXHIBIT NO. 1
Filed May 2, 1957

PLAINTIFF'S EXHIBIT NO. 1

CERTIFICATE OF SALE

I, Claude Lowery, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, hereby certify that on May 17, 1955, I sold to Nelson Johnson at public auction for the sum of Three Hundred Dollars and no Cents, of which Ninty-five Dollars and twenty-eight Cents has been paid, the property in the Second Election District of Queen Anne's County, Maryland, and described as All that lot or parcel of land in Church Hill adjoining the lands of Maggie Clark assessed value $1150.00 Consisting of lot and house and assessed to Annie Johnson The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts fo 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes together with interest and penalties thereon, accuring subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After May 18, 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This Certficate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 17 day of May, 1955.

CLAUDE LOWERY
Treasurer and Collector

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

I HEREBY CERTIFY, that on this 17 day of May, 1955, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Claude Lowery, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, and acknowledge the aforegoing Certificate of Sale to be his act.

Witness my hand and notarial seal.

KATHERINE LEWIS
Notary Public

Notary Public Seal.

My Commission Expires: May 6, 1957

ORDER OF PUBLICATION
Filed May 2, 1957

A. Parks Rasin, Jr., Solicitor

ORDER OF PUBLICATION

Nelson Johnson
349 Broomall Street,
Chester, Penna.

v.

Evelyn Johnson,
1036 Orange Avenue,
Sharon Hill, Penna.,
Gladys J. Dean,
1036 Orange Avenue,
Sharon Hill, Penna.,
Rigby Douglas and
Janie Douglas
Church Hill, Maryland.
Benjamin Douglas
706 West 8th Street,
Wilmington, Delaware,
Pearl Miller,
7620 Pleasant Avenue,
Delair, New Jersey,
Janet Wright
1036 Orange Avenue,
Sharon Hill, Penna.
AND
"All persons having or claiming to have an interest in"
AND
"Unknown owner or owners, his heirs, devisees, and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors in right, title and interest"
OF
the following described property which is also set forth in the Bill of Complaint: All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located in Church Hill, adjoining the lands of Maggie Clark, assessed to Annie Johnson

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

In Equity No. 4111

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property located in the County of Queen Anne's, sold by the Collector of Taxes for the County of Queen Anne's and the State of Maryland to the Plaintiff in this proceeding:

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located in Church Hill adjoining the lands of Maggie Clark, consisting of lot and house, assessed to Annie Johnson.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 2 day of May, 1957, that the plaintiff, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 3 day of June, 1957, shall give notice to the defendants, who are either residents or non-residents of the State of Maryland, warning all persons interest in the said property to appear in the Circuit Court for Queen Anne's County on or before the 5 day of July, 1947, and redeem the property above described, and file his answer or other defense in the Clerk's Office of said Court, at Centreville, Maryland, within fifteen days thereafter; otherwise a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all encumbrances.

Wm. R. HORNEY
Judge.

Filed May 2, 1957

SUMMONS
Filed May 6, 1957

(EQUITY SUBPOENA)

The State of Maryland

Seal's Place QUEEN ANNE'S COUNTY, TO WIT:

TO Rigby Douglas and Janie Douglas
Church Hill, Maryland

GREETING:

We commend and enjoin you that you do within the time limited by law, beginning on the first Monday of May next and ending July 5, 1957 thereafter cause your answer or other defense to be filed to the complaint of Nelson Johnson, 349 Broomall Street, Chester, Penna., against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 7th. day of January, 1957.

Issued the 2nd. day of May, 1957.

TO THE DEFENDANT (S):

You are required to file your answer to the bill of complaint in the Clerk's Office of Queen Anne's County on or before the 5th. day of July, 1957, or redeem the property described in said bill of complaint on or before said day. In case of your failure to do so, final decree will be rendered foreclosing your right of redemption in the property.

Solicitor for Complainant (s)

Name A. Parks Rasin, Jr. T. SORDEN PIPPIN, Clerk

Address Chestertown, Maryland
Phone 115-Chestertown

And on the back of the aforegoing is the following Return, to wit:-

Summoned by leaving copy of subpoena and Bill of Complaint with defendants this 4th day of May 1957.

ALEXIS M. BUTLER
Sheriff

AFFIDAVIT OF TITLE SEARCH
Filed June 11, 1957

Nelson Johnson In the Circuit Court for

v. Queen Anne's County

Evelyn Johnson Maryland.

et al In Equity No. 4111

AFFIDAVIT OF TITLE SEARCH

Before me, the subscriber, a Notary Public, in and for Kent County, State of Maryland, personally appeared A. Parks Rasin, Jr., Solicitor for the Complain-

ant herein who being duly sworn deposes and says:

1. That he has searched and examined the Land Records of Queen Anne's County, the records of the Register of Wills of Queen Anne's County, and the records of all the Courts of Law and Equity of Queen Anne's County for a period of at least forty years immediately prior to the institution of the above entitled suit.

2. That the property described on the Collector's Certificate vested in Annie Johnson by deed dated February 3rd, 1920, and recorded among the Land Records for Queen Anne's County aforesaid in Liber J.F.R. No. 4, folio 159, which upon the death of the said Annie Johnson about the year 1942 the said property thereupon descended unto her heirs at law, namely: Nelson Johnson, son; Evelyn Johnson, daughter; Gladys J. Dean, daughter; Rigby Douglas, son; Benjamin Douglas, son, Pearl Miller, daughter and Janet Wright, granddaughter.

3. That from said search and examination as aforesaid it appears that the above mentioned heirs, if living, and their respective unknown heirs, if deceased, are the owners of the property described in said Bill of Complaint, and no further information as to the owner or owners of said tract of land so described as aforesaid was available from an examination and search that was made as aforesaid.

A. PARKS RASIN, Jr.
A. Parks Rasin, Jr., Deponent

Subscribed and sworn to before me this 11th day of June, 1957.

ELIZABETH C. ROLLISON
Elizabeth C. Rollison
Notary Public.

Notary
Public
Seal.

Filed June 11, 1957

CERTIFICATE OF PUBLICATION OF ORDER OF PUBLICATION
Filed June 11, 1957

A. Parks Rasin, Jr., Solicitor

ORDER OF PUBLICATION

Nelson Johnson
349 Broomall Street,
Chester, Penna.
v.
Evelyn Johnson,
1036 Orange Avenue,
Sharon Hill, Penna.,
Gladys J. Dean,
1036 Orange Avenue,
Sharon Hill, Penna.,
Rigby Douglas and
Janie Douglas
Church Hill, Maryland,
Benjamin Douglas,
706 West 8th Street,
Wilmington, Delaware,
Pearl Miller,
7620 Pleasant Avenue,
Delair, New Jersey,
Janet Wright,
1036 Orange Avenue,
Sharon Hill, Penna.,
AND
"All persons having or claiming to have an interest in"
AND
"Unknown owner or owners, his heirs, devisees, and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors in right, title and interest."
OF
the following described property which is also set forth in the Bill of Complaint: All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located in Church Hill, adjoining the lands of Maggie Clark, assessed to Annie Johnson.

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

In Equity No. 4111

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property located in the County of Queen Anne's, sold by the Collector of Taxes for the County of Queen Anne's and the State of Maryland to the Plaintiff in this proceeding:

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located in Church Hill, adjoining the

lands of Maggie Clark, consisting of lot and house, assessed to Annie Johnson.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 2nd day of May, 1957, that the plaintiff, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four successive weeks before the 3rd day of June, 1957, shall give notice to the defendants, who are either residents or non-residents of the State of Maryland, warning all persons interested in the said property to appear in the Circuit Court for Queen Anne's County on or before the 5th day of July, 1957, and redeem the property above described, and file his answer or other defense in the Clerk's Office of said Court, at Centreville, Maryland, within fifteen days thereafter; otherwise a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all encumbrances.

WM. R. HORNEY, Judge

Filed May 2, 1957
True Copy
Test:

T. SORDEN PIPPIN, Clerk

4t-5-30

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 11, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order of Publication in the case of Nelson Johnson Vs. Evelyn 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 3rd day of June, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9th day of May 1957, and the last insertion on the 30th day of May, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed June 11, 1957.

DECREE
Filed July 24, 1957

Nelson Johnson

v.

Evelyn Johnson,

In the Circuit Court for

Queen Anne's County,

Maryland.

In Equity No. 4111

DECREE

The proceedings in the within Cause having been read and considered, the Defendants having been properly served with process or properly notified by Order of Publication issued out of this Court on May 2nd, 1957, and no redemption having been made nor answer filed by any party in interest:

It is this 24th day of July, 1957, ADJUDGED, ORDERED and DECREEED by the Circuit Court for Queen Anne's County in Equity that the property herein described and sold by the Collector of Taxes for Queen Anne's County to Nelson Johnson on or about the 17th day of May, 1955, is the property of the said Nelson Johnson by an absolute and indefeasible title in fee simple, free and clear of all prior or subsequent alienations and the descents of the property and encumbrances thereon, except taxes and other municipal liens accruing subsequent to the date of sale and public easements to which the property may be subject, and all rights in the property of the Defendants herein or any of them, their heirs, devisees and personal representatives and any of their heirs, devisees, executors, administrators assigns or successors in right, title or interest to the intent and purpose that the deed (hereinafter mentioned) to be executed by the County Collector, shall convey to Nelson Johnson a good and merchantable title, in fee simple, to the property more particularly hereinafter described as follows:

All that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located in Church Hill, adjoining the lands of Maggie Clark, and being the same lands conveyed to Timothy Johnson and Annie Johnson, his wife, from William T.Griffin and Nellie May Griffin, his wife, by deed dated February 3, 1920 and recorded among the Land Records for Queen Anne's County aforesaid in Liber J.F.R. No. 4, folio 159, which property upon the death of Timothy Johnson about the year 1922 vested in the said Annie Johnson, surviving tenant by the entirety.

AND IT IS FURTHER ORDERED ADJUDGED and DECREED that the County Collector shall prepare and execute a deed to Nelson Johnson, his heirs and assigns, in fee simple, upon the payment of the balance of the purchase money due on account of purchase price of the above described property, together with all interest and penalties thereon accruing subsequent to the date of sale, and upon the payment of the costs of these proceedings.

Wm. R. HORNEY
Judge.

Filed July 24, 1957

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Eighth day of August, in the year nineteen hundred and fifty seven, the following Order to Docket Suit was brought to be recorded, to wit:-

VACHEL DOWNES, ATTORNEY
Assignee for the purpose
of foreclosure
Centreville, Maryland

vs.

JOHN G. HAGEN
LILLIAN B. HAGEN, wife
Centreville, Maryland
Mortgagors

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4066

To: T. Sorden Pippin, Clerk of the Circuit Court for Queen Anne's County

You will docket suit for the foreclosure of a mortgage from John G. Hagen and Lillian B. Hagen, his wife, to Carl R. Gray, Jr., as Administrator of Veterans' Affairs, an officer of the United States of America, and his successors in such office, dated the 18th day of June, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 11 folio 216, short assigned by assignment at the foot thereof to Vachel Downes, Attorney, for the purpose of foreclosure, by H. V. Higley, Administrator of Veterans' Affairs, a successor to Carl R. Gray, Jr., then Administrator of Veterans' Affairs named in the mortgage, which assignment is dated the 27th day of August, 1956, default having occurred in the terms of the mortgage by non-payment of principal and interest; and you will file in this Cause a certified copy of said Mortgage

VACHEL A. DOWNES, Jr.
Vachel Downes, Attorney
Assignee for the purpose of foreclosure

Filed Aug. 28, 1956

State of Maryland

to wit:

Queen Anne's County

THIS IS TO CERTIFY that on this 28th day of August, 1956, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Vachel Downes, Attorney, Assignee for the purpose of foreclosure, and made oath in due form of law that after diligent inquiry it has been established that John G. Hagen and Lillian B. Hagen, his wife, are not now in the military service of the United States, nor have they been in such service within three months prior hereto.

T. SORDEN PIPPIN
T. Sorden Pippin, Clerk of the
Circuit Court for Queen Anne's
County

Filed Aug. 28, 1956

CERTIFIED COPY OF MORTGAGE
Filed Aug. 29, 1956

#33,219 Liber 11 Page 216

RECEIVED FOR RECORD June 18, 1953

THIS MORTGAGE, made this 18th day of June, A. D., 1953 by and between JOHN G. HAGEN AND LILLIAN B. HAGEN, his wife, of Queen Anne's County, State of Maryland, hereinafter called the Mortgagors and CARL R. GRAY, JR., as Administrator of Veterans Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C. and his successors in such office, as such, hereinafter called the Mortgagee.

WITNESSETH: that the mortgagors are justly indebted to the mortgagee for borrowed money in the principal sum of EIGHT THOUSAND DOLLARS ($8,000.00), for cash money to be loaned and advanced for the construction of the improvements upon the upon the lot of ground hereinafter described, the improvements consisting of a one story frame, one unit bungalow to be built in accordance with the plans and specifications furnished by the said mortgagors to the said mortgagee, the whole of which mortgage debt, together with interest thereon, the said mortgagors have agreed and do hereby covenant and agree to pay unto the said mortgagee as follows, viz: To pay interest at the rate of four per centum (4%) per annum from date on the amounts of principal advanced, accounting from the date of each such advance, until the expiration of four months from the 18th day of June, 1953, and thereafter to pay said principal mortgage indebtedness, together with interest at the rate of four per centum (4%) per annum computed upon principal balances remaining due, until paid, principal and interest being payable at the office of Veterans Administration, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly instalments of Forty-eight and 48/100 Dollars, $48.48), commencing on the 18th day of October, 1953, and on the 18th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 18th day of June, 1973.

PRIVILEGE is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part hereof not less than the amount of one instalment or One Hundred Dollars ($100.00), which ever is less. Any prepayment made on other than an instalment due date will not be credited until the next following instalment due date.

AND WHEREAS, the said mortgagee has agreed to loan and advance the

said sum of Eight Thousand Dollars ($8,000.00), in accordance with the work progress schedule hereinafter set forth, and it is understood and agreed between the parties hereto that the mortgagee shall in no event be called upon to make more than three advances thereunder.

ITEM NUMBER	WORK DONE	AMOUNT
1.	When Excavation is complete and ready for footings and foundations, foundation walls complete and ready for backfill.	$ 880.00
2.	When building is enclosed, structural members still exposed and roughing in for heating, plumbing and electrical work in place and visible. (Individual water supply or sewage disposal system complete and ready for backfill is included in this state).	3600.00
Item Number	WORK DONE	AMOUNT
3.	When all dwelling construction, installation of equipment, utility connections, and any specified accessory building, grading landscaping, walks, drives, steps or retaining walls reported by the builder as complete in accordance with the conditions of the Certificate of Reasonable Value.	3520.00
	Total	$ 8000.00

AND WHEREAS, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, the said mortgagors further covenant and agree to complete said dwelling above mentioned on or before October 18, 1953, said work and construction to be commenced immediately upon the execution of these presents but not before recording; and if the work upon the construction of said improvements, according to said plans and specifications is delayed for any reason whatsoever, (irrespective of whether or not the mortgagors are in anyway responsible therefor), for a period of fifteen days, or is abandoned, them, in that event, the whole debt, or so much thereof as has been advanced hereunder, and interest thereon, shall at once become due and payable, at the option of the said mortgagee and the said mortgagee, at its option, also may enter into and upon the premises and complete the construction of said building or buildings; the said mortgagors hereby giving to the said mortgagee full power and authority to make such entry and to enter into such constracts or arrangements as may be necessary to complete said building or buildings; and moneys expended by the said mortgagee in connection with such completion of construction shall be added to the principal amount of said note and secured by these presents, and shall be payable by the said mortgagors on demand, with interest at the rate of four per centum (4%) per annum; and

WHEREAS, it is understood and agreed by and between the parties hereto, that in the event of a violation by the mortgagors or those claiming by, through or under it, of any restrictions to which the property herein described is or may be subject, the said Mortgagee shall at its option be released from any obligations to make any further disbursements, payments or advances on account of this loan; and in the event of a violation of said restrictions, the same shall cause a default in this mortgage and the whole debt, or so much thereof as has been advanced hereunder, shall at the option of the said mortgagee its successors or assigns, become immediately due and payable, with interest; and

WHEREAS, it is further understood and agreed by the mortgagors that as an additional condition, to the making of said loan, upon the terms above and herein set forth, the mortgagors, for themselves, their heirs and assigns, covenant that they will not at any time, prior to the final payment of advances to be made by the mortgagee, without the written consent of the said mortgagee, its successors or assigns, further encumber said property or permit it to be encumbered, or suffer or allow any lien or encumbrance of any kind, other than this mortgage to be placed or entered against the property hereinafter described, or the improvements thereupon erected or to be erected, as herein provided for; and that in the event of a violation of said covenant and agreement the same shall cause a default in this mortgage and the whole debt, or so much thereof as has been advanced hereunder, shall, at the option of the said mortgagee, its successors or assigns, become immediately due and payable, with interest, and shall relieve the said mortgagee from any obligation to make any further disbursements, payments or advances in accordance with the terms stated; and

WHEREAS, said mortgagors have this day passed unto the said mortgagee, their promissory note in said sum, bearing even date herewith, payable with interest as aforesaid.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan, that the repayment thereof with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE: that in consideration the premises, and the sum of One Dollar ($1.00), this day paid, the receipt whereof is hereby acknowledged, the mortgagors do hereby grant and convey unto the said mortgagee, its successors and assigns, in fee simple, all that parcel of land situate in Centreville, in the Third Election District of Queen Anne's County, State of Maryland, and described as follows:

BEGINNING for the same at a concrete monument set on the southeast side of Walnut Street at the westernmost corner of Lot No. 3, Block L, as shown on the plat of Centreville Heights, as recorded among the Land Records of Queen Anne's County

in Liber A.S.G. 17, folio 93; and running thence and binding on the southwestern line of said Lot No. 3, south 66 degrees 40 minutes east 140.50 feet to a concrete monument set in the line of the lands of the "Needwood Farm" of Joseph Quimby; thence by and with said Quimby lands south 2 degrees 15 minutes east 64 feet to a marker placed in the ground; thence north 66 degrees 40 minutes west 172 feet, more or less to the southeast side of Walnut Street; thence along said southeast side of Walnut Street north 23 degrees 20 minutes east 60 feet, more or less to the place of beginning.

BEING the same property which by deed dated December 2, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 8, folio 233, was granted and conveyed by Kenneth G. Wood and wife to the said mortgagors, in fee simple.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits of the above described property, (provided, however, that the mortgagors shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto, the following described household appliances, which are, and shall be deemed to be fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned; all bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heaters, gas and electrics ranges, laundry tubs, built in medicine cabinets, screens, screen doors, storm windows, storm doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, piping, tubing and motors used in connection therewith.

TO HAVE AND TO HOLD the above described property and improvements, unto the said CARL R. GRAY, JR., as Administrator of Veterans Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D.C. and his successors in such office, as such, in fee simple.

PROVIDED, that this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided; when this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the mortgagee at the request and expense of the mortgagors, but in the event of default in the payment of any instalment of principal or interest, as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the mortgagee, may exercise the option of treating the remainder of the mortgage debt, together with interest accrued thereon, hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the 18th day of each month until the said note is fully paid the following sums:

(A) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a singlepayment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall

apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee pay pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors assigns, or Grafton Lee Brown, Jr., its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifth Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the quaranty or insurance of the indebtedness secured hereby; and fourth, the balance if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

The Serviceman's Readjustment Act, as amended, and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto, provided that if such indebtedness be guaranteed under Sec. 512 of said Act the regulations in effect when the loan becomes guaranteed shall apply.

The covenants herein contained shall bind, and the benefits and ad-

vantages shall inure to, the respectiv heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: Wm. Dunbar Gould — JOHN G. HAGEN (SEAL)
John G. Hagen

Wm. Dunbar Gould — LILLIAN B. HAGEN (SEAL)
Lillian B. Hagen

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

I HEREBY CERTIFY, That on this Eighteenth day of June, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN G. HAGEN AND LILLIAN B. HAGEN, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Notary Public Seal.

KATHERINE C. O'NEAL
Notary Public

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 16th day of June, 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County, aforesaid, personally appeared CARROLL BROWN, Loan Guaranty Officer, the Agent of the within mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the mortgagee and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Notary Public Seal.

LILLIAN A. C. KEMP
Notary Public
Lillian A. C. Kemp
My Commission expires: 5/2/55

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Eighth day of August, in the year nineteen hundred and fifty six, the following Assignment was brought to be recorded, to wit:-

The within Mortgage is hereby this 27th day of August 1956, assigned to Vachel Downes, Attorney, for the purpose of foreclosure.

H. V. HIGLEY (SEAL)
H. V. Higley
Administrator of Veterans' Affairs

Witness;

GRAFTON LEE BROWN, JR.
GRAFTON LEE BROWN, JR.

By: C. W. NIXON
C. W. NIXON, Loan Guaranty Officer

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P.No. 11, folio 216 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 Twenty eighth day of August in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

BOND
FILED Aug. 28, 1956

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty eighth day of August in the year nineteen hundred and fifty six, the following Bond was brought to be recorded, to wit:-

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Vachel Downes, Attorney, of Queen Anne's County, Maryland, as Principal, and Hartford Accident and Indemnity Company, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ($1,000.00) current money to be paid to the State of Maryland, or its certain Attorney, to which payment well and truly to be made and done we hereby bind ourselves, our and each of our heirs, administrators, executors and successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of August, 1956.

WHEREAS, the said Vachel Downes, Attorney, is the assignee for the purpose of foreclosure of a certain mortgage from John G. Hagen and Lillian B. Hagen, his wife, unto Carl R. Gray, Jr., as Administrator of Beterans' Affairs, and his successors in such office, dated the 18th day of June, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 11 folio 216, and short assigned by assignment dated the 27th day of August, 1956, and recorded among the Land Records aforesaid at the foot of said mortgage, unto Vachel Downes, Attorney, for the purpose of foreclosure, and said Assignee is about to make sale of the real estate described in said mortgage under the Power of Sale contained therein, default having occurred in the terms of said mortgage, and has docketed suit in the Circuit Court for Queen Anne's County, in Equity, for foreclosure, as will appear by reference to the proceedings in said Court entitled "Vachel Downes, Attorney, Assignee for the purpose of foreclosure vs. John G. Hagen and Lillian B. Hagen, his wife" and numbered 4066 on the Chancery Docket of said Court.

NOW THE CONDITION of the above obligation is such that if the above bounden, Vachel Downes, Attorney, does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court or Equity in relation to the sale of the mortgaged premises or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

L. HERMAN MEREDITH
(as to Principal)

VACHEL A. DOWNES, JR. (SEAL)
Vachel Downes, Attorney

Hartford Accident and Indemnity
Company (a body corporate)

L. HERMAN MEREDITH
(as to Surety)

By: WILLIAM M. FREESTATE
William M. Freestate
Attorney in Fact

Corporate
Seal.

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and bond filed Aug. 28, 1956.
T. SORDEN PIPPIN, Clerk.

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

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 176, 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 eighth day of August in the year nineteen hundred and fifty six.

Circuit Court
Seal.

T. SORDEN PIPPIN
Clerk.

STATEMENT OF MORTGAGE DEBT
Filed Sept. 19, 1956

VACHEL DOWNES, Attorney
Assignee for the purpose
of foreclosure
Centreville, Maryland

vs.

JOHN G. HAGEN
LILLIAN B. HAGEN, wife
Centreville, Maryland
Mortgagors

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4066

STATEMENT OF MORTGAGE DEBT

Amount of Loan	$8000.00
Less Amount paid on principal	421.29
	7578.71
Plus unpaid interest to 9/7/56	389.60
	7968.31
Less balance in expense account	None
Balance due on loan	7968.31

Interest at the rate of 4% per annum; daily accrual of $0.8420 from 9/8/56

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, Sct.

I HEREBY CERTIFY, That on this 14th day of September in the year nineteen hundred and fifty-six, before me, a notary public of the State of Maryland, in and for said County, personally appeared C. W. NIXON, Loan Guaranty Officer of the Baltimore Regional Office of the Veterans Administration, acting for and on behalf of H. V. Higley, Administrator of Veterans' Affairs, pursuant to the Servicemen's Readjustment Act of

1944, as amended, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Notary Public Seal.

GRAFTON LEE BROWN, Jr.
GRAFTON LEE BROWN, JR., Notary Public

My commission expires: May 6, 1957

STATE OF MARYLAND
to wit:
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY that on this 19 day of September, 1956, before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Vachel A. Downes, Jr., Attorney, Assignee, and he did take oath in due form of law that the matters and facts contained in the aforegoing Statement of Mortgage Debt are true and correct to the best of his information, knowledge and belief.

Witness my hand and seal.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County

Filed Sept. 19, 1956

PETITION
Filed Oct. 5, 1956

VACHEL DOWNES, ATTORNEY
Assignee for the purpose of
floreclosure

vs.

JOHN G. HAGAN
LILLIAN B. HAGAN

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 4066

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Vachel Downes, Attorney, Assignee for the purpose of foreclosure, respectfully represents unto your Honors:

1. That your Petitioner is the assignee of said mortgage in this cause mentioned from Carl R. Gray, Jr., and/or H. V. Higley, his successor in office as Administrator of Beterans Affairs merely for the purpose of foreclosure.

2. That on or about the 28th day of August, 1956, your Petitioner did docket suit in this cause for foreclosure and did file herein a corporate bond in the penalty of One Thousand Dollars ($1000.00)

3. That the real estate in said cause mentioned was sold by your Petitioner at public sale on the 25th day of September, 1956, unto H. V. Higley, as Administrator of Beterans Affairs, and his successors and assigns in such office as such at and for the sum of Seven Thousand Nine Hundred Dollars ($7900.00), as per the Report of Sale heretofore filed in said cause, and has received from said purchaser, pursuant to the terms of sale as advertised, the sum of Eight Hundred and Twenty Dollars ($820.00).

4. That since the purchaser at public sale was the same as the mortgagee, the distribution of the proceeds of sale by the audit herein will be a paper transaction, since the Statement of Mortgage Debt heretofore filed shows that Mortgagors are indebted unto the Mortgagee (the purchaser) for a sum greater than the purchase price.

5. That the sum of Eight Hundred and Twenty Dollars ($820.00) received by the Petitioner will be more than sufficient to cover the actual costs and commissions of such sale, and that your Petitioner does not beleive he will receive additional sums of cash from the purchaser or have in his care and trust, in cash, any amount greater than Eight Hundred and Twnety Dollars ($820.00).

6. That your Petitioner is desirous of keeping the costs incident to said proceeding to a minimum, and feels that the premium incident to an additional bond in the amount of Seven Thousand Dollars ($7000.00) would be an undue expense.

WHEREFORE, your Petitioner prays this Court to pass an order allowing him to complete the sale, pay the costs and commissions incident thereto, and to distribute the proceeds without the necessity of giving an additional bond in said cause.

And as in duty bound, etc.

VACHEL A. DOWNES, Jr.
Vachel Downes, Attorney,
Assignee for the purpose of
Foreclosure

Filed Oct. 5, 1956.

ORDER
Filed Oct. 5, 1956

ORDER

UPON the aforegoing Petition, it is ORDERED this 5th day of October, 1956, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that Vachel A. Downes, Attorney, Assignee for the Purpose of Foreclosure, be and he is hereby authorized to complete the sale herein mentioned, pay the costs and commissions incident thereto, and distribute the proceeds therefrom without the necessity of giving additional bond in said cause, but subject to the further order of this Court as pertains thereto.

Wm.R. HORNEY
Judge

Filed Oct. 5, 1956

REPORT OF SALE
Filed Oct. 5, 1956.

VACHEL DOWNES, ATTORNEY,
ASSIGNEE for the purpose of
floreclosure

vs.

JOHN G. HAGAN
LILLIAN B. HAGAN

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4066

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made _y Vachel Downes, Attorney, Assignee, for the purpose of foreclosure, respectfully sets forth:

That, default having occurred in the term of a mortgage from John G. Hagan and Lillian B. Hagan, his wife, to Carl R. Gray, Jr., as Administrator of Veterans' Affairs, an officer of the United States of America, and his successors in such office, dated the 18th day of June, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 11 folio 216, and short assigned by assignment recorded at the foot thereof by H. V. Higley, Administrator of Veterans' Affairs, a successor to Carl R. Gray, Jr., then Administrator of Veterans' Affairs named in the mortgage, unto Vachel Downes, Attorney, which assignment is dated the 27th day of August, 1956, said Assignee for the purpose of foreclosure, after docketing suit for foreclosure, and after advertising the mortgaged real estate for sale in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of four (4) successive weeks before the 25th day of September, 1956, in accordance with the certificate of advertisement attached hereto and made a part hereof, and after filing in this cause his bond to the State of Maryland with surety approved by the Clerk of this Honorable Court, did attend in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, on Tuesday, September 25, 1956, at 1:30 o'clock p.m. (D.S.T.), and after reading the attached advertisement and having the Auctioneer cry the sale for a considerable length of time, did sell said real estate unto Higley, as Administrator of Veterans' Affairs, and his successors and assigns in such office as such, at and for the sum of Seven Thousand Nine Hundred Dollars ($7,900.00), said real estate being described as follows, to wit:

All that lot or parcel of land with the improvements thereon, situate, lying and being in or near the Town of Centreville, in that section thereof known as Centreville Heights, in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: Beginning for the same at a concrete monument set on the southeast side of Walnut Street at the westernmost corner of Lot No. 3 Block L as shown on the plat of Centreville Heights as recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr. No. 17 folio 93 and running thence and binding on the southwestern line of Lot No. 3 Block L of Centreville Heights south 66 degrees 40 minutes east 140.50 feet to a concrete monument set in the line of the lands of the "Needwood Farm" of Joseph Quimby, thence by and with the said Quimby lands south 2 degrees 15 minutes east 64 feet to a marker placed in the ground, thence north 66 degrees 40 minutes west 172 feet, more or less, to the southeast side of Walnut St., thence along the southeast side of Walnut St. north 23 degrees 20 minutes east 60 feet, more or less, to the place of beginning.

The Purchaser has given a check unto said Assignee in the total sum of Eight Hundred and Twenty Dollars ($820.00) and it is beleived that said purchaser will comply with the other terms of sale upon ratification of the sale by the Court.

The Report states the amount of sales to be Seven Thousand Nine Hundred Dollars ($7,900.00).

Respectfully submitted

VACHEL A. DOWNES, Jr.
Assignee for the purpose of
foreclosure

STATE OF MARYLAND

TO wit:

QUEEN ANNE'S COUNTY

THIS IS TO CERTIFY that on this 5 day of October, 1956, before me, the Subscriber, Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Vachel Downes, Attorney, Assignee for the purpose of forexlosure, and made oath

in due for of law that the matters and facts set forth in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale was fairly made.

Witness my hand and seal.

T. SORDEN PIPPIN
Clerk of the Circuit Court for
Queen Anne's County, Maryland

Filed Oct. 5, 1956.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT OF SALE
Filed Oct. 5, 1956.

MORTGAGE SALE
-OF VALUABLE-
REAL ESTATE

In Centreville, Queen Anne's
County, Maryland

Under and by virtue of the Power of Sale contained in a mortgage from John G. Hagen and Lillian B. Hagen, wife, unto Carl R. Gray, Jr., as Administrator of Veterans' Affairs, and his successors in such office, dated the 18th day of June, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 11 folio 216, and duly assigned unto Vachel Downes, Attorney, for the purpose of foreclosure, default having occurred in the terms of said mortgage by the nonpayment of principal and interest, and suit having been docketed in the Circuit Court for Queen Anne's County, in Equity, for foreclosure, the undersigned Assignee of said mortgage for the purpose of foreclosure will offer at PUBLIC SALE, to the highest bidder, on Tuesday, Sept. 25, 1956 at 1:30 o'clock p.m. (D.S.T.), in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, the mortgaged real estate, to wit:

ALL that lot or parcel of land, with the improvements thereon, situate, lying and being in or near the Town of Centreville, in that section thereof known as Centreville Heights, in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit:

Beginning for the same at a concrete monument set on the southeast side of Walnut Street at the westernmost corner of Lot No. 3, Block L, as shown on the plat of Centreville Heights, as recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr., No. 17, folio 93, and running thence and binding on the southwestern line of Lot No. 3, Block L, of Centreville Heights south 66 degrees 40 minutes east 140.50 feet to a concrete monument set in the line of the lands of the "Needwood Farm" of Joseph Quimby, thence by and with the said Quimby lands south 2 degrees 15 minutes east 64 feet to a marker placed in the ground, thence north 66 degrees 40 minutes west 172 feet, more or less, to the southeast side of Walnut Street, thence along said southeast side of Walnut Street north 23 degrees 20 minutes east 60 feet, more or less, to the place of beginning.

Being the same property which by deed dated the 2nd day of December, 1952, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 8, folio 233, was granted and conveyed by Kenneth G. Wood and wife unto John G. Hagen and Lillian B. Hagen, his wife.

IMPROVED by a frame dwelling house containing living room, dining room, two bedrooms, modern kitchen, modern bathroom, full cellar and unfinished attic.

TERMS OF SALE - Ten percent (10%) of the purchase price in cash or by certified check on the day of sale, and the balance, with interest at 6%, secured to the Assignee's satisfaction, within ten days of the final ratification of sale by said Court, or all cash on day of sale at option of the purchaser. Taxes to be adjusted as of date of final ratification of sale. Possession upon final settlement. Title papers, revenue stamps and costs of transfer at the expense of the purchaser.

VACHEL DOWNES, Attorney
Assignee for purpose of foreclosure.

J. Elmer Anthony, Auct.

4t-9-20

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 5, 1956

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 of John G. Hagen and Lillian B. Hagen, wife, Ats: Vachel Downes, attorney 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, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of August 1956, and the last insertion on the 20th day of September, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Oct. 5, 1956

ORDER NISI
Filed Nov. 5, 1956

NISI

Vachel Downes, Attorney, Assignee for the purpose of foreclosure	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
	IN EQUITY
John G. Hagan Lillian B. Hagan	NO. 4066

ORDERED, this 5th. day of October, 1956, that the sale of real estate made and reported in this cause by Vachel A. Downes, Jr., Assignee for the purpose of foreclosure, be ratified and confirmed, on or after the 2nd. day of November next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 11th. day of October 1956, and ending on the 25th. day of October 1956.

The report states the amount of sales to be $7,900.00.

T. SORDEN PIPPIN Clerk

Filed: October 5, 1956

CERTIFICATE OF PUBLICATION OF NISI
Filed Nov. 7, 1956

NISI

Vachel Downes, Attorney
Assignee for the purpose of
foreclosure

vs.

John G. Hagen
Lillian B. Hagen

In The Circuit Court for
Queen Anne's County
In Equity
No. 4066

ORDERED, this 5th day of October, 1956, that the sale of real estate made and reported in this cause by Vachel A. Downes, Jr., Assignee, for the purpose of foreclosure, be ratified and confirmed, on or after the 2nd day of November, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 11th day of October, 1956, and ending on the 25th day of October, 1956.

The report states the amount of sales to be $7,900.00.

T. SORDEN PIPPIN, Clerk

Filed: October 5, 1956

True Copy

Test:

T. SORDEN PIPPIN, Clerk

3t-10-25

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November 7, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the case of Vachel Downes, Attorney Assignee for the purpose of foreclosure vs. John G. Hagen, Lillian B. Hagen 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 2 day of November, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11 day of October 1956, and the last insertion on the 25 day of October, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By E. A. DADDS

Filed Nov. 7, 1956

FINAL ORDER OF RATIFICATION
Filed Nov. 7, 1956

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, In Equity, this 7th day of November, 1956, that the sale of the real estate made and reported in this cause by Vachel Downes, Attorney, Assignee for the purpose of foreclosure, 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 for the purpose of foreclosure is allowd the usual commissions and proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

Wm. R. HORNEY
Judge

Filed Nov. 7, 1956

AUDIT
Filed Nov. 13, 1956

Vachel Downes, Attorney,
Assignee

vs.

John G. Hagen,
Lillian B. Hagen

In The Circuit Court For
Queen Anne's County In
Equity No. 4066

To The Honorable, The Judges of said Court:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of Vachel Downes, Attorney, Assignee (and vendor) in this foreclosure proceeding; wherein it appears there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due on the mortgage. The mortgage deficiency appears to be in the sum of $683.82, when interest is added for the additional eighteen days which elapsed between the date interest is shown in the statement of mortgage debt filed in this cause and the date of sale, at the daily accrual amount set forth in the said statement of mortgage debt.

2. That in the within account, the vendor is charged with the proceeds of sale, as per his report of sale, and allowed thereafter the following expenses, to wit: court costs, bond premium on corporate bond, auctioneer's charges, the costs of advertising the notice of sale, of advertising the nisi of sale and the nisi to be passed as to this audit, the charges of your auditor for stating this account, his commissions and counsel fee for making the sale in accordance with the terms of the mortgage, the costs for recording the assignment for the purposes of foreclosure, and the balance of said proceeds, your auditor has directed that they be paid to the Mortgagee as a partial payment on the mortgage indebtedness.

Respectfully submitted,

J. THOMAS CLARK
J. Thomas Clark
Auditor

November 13, 1956

Filed Nov. 13, 1956

Cause No. 4066

The proceeds of the sale of land reported in this cause, in account with Vachel Downes, Attorney, Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1956
Sept. 25 By proceeds of sale of said land, per report of said vendor, to wit:.....$7,900.00

Dr.

To Vachel Downes, Attorney, Assignee (and vendor), his commissions for making the sale, per terms of mortgage, to wit:.....$361.00

To do., as a counsel fee for conducting the proceedings, per terms of mortgage, to wit:..... 50.00

To do., for an amount due for court costs, per statement of clerk's exhibited, to wit:
Costs of T. Sorden Pippin, Clerk.....$28.10
Appearance fee of V. A. Downes, Atty.. 10.00 38.10

To do., for an amount paid W. M. Freestate Agency,

Agent, for the premium on the corporate surety bond filed in this cause, per receipt for the same exhibited, to wit:..... 10.00

To do., for an amount paid J. Elmer Anthony, auctioneer, for crying sale, per receipt for the same exhibited, to wit:..... 25.00

To do., for amount paid Queen Anne's Record-Observer, as follows, per receipts for same exhibited, to wit:
For publishing notice of sale.....$63.00
For publishing nisi of sale..... 9.00 72.00

To do., for an amount paid T. Sorden Pippin, Clerk, for assigning mortgage foreclosed in these proceedings to Vachel Downes, Attorney, for the purpose of foreclosure, per receipt for the same exhibited, to wit:..... .75

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of 7.50

To J. Thomas Clark, auditor, for stating this audit, the sum of..... 36.00

J. THOMAS CLARK
Auditor

November 13, 1956

To H. V. Higley, Administrator of Veterans' Affairs, as a partial payment on the indebtedness due him under the terms of the mortgage, as per statement of debt under the said mortgage filed in this cause as to the date of sale, in the sum of $7983.47, the sum of..... 7299.65

$7900.00 $7,900.00

November 13, 1956

J. THOMAS CLARK
Auditor

Filed Nov. 13, 1956

NISI RATIFICATION OF AUDIT
Filed Nov. 13, 1956

NISI RATIFICATION OF AUDIT

Vachel Downes, Attorney, Assignee for the purpose of foreclosure	)	In the Circuit Court
vs.	)	for Queen Anne's County
John G. Hagen Lillian G. Hagen, his wife.	)	In Equity Cause No. 4066

ORDERED, This 13th. day of November in the year nineteen hundred and fifty six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th. day of December, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 30th. day of November, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed Nov. 13, 1956

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed Dec. 13, 1956

NISI RATIFICATION OF AUDIT

Vachel Downes, Attorney, Assignee
For the Purpose of Foreclosure
VS.
John G. Hagen
Lillian B. Hagen, his wife

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

Cause No. 4066

ORDERED, This 13th day of November, in the year nineteen hundred and fifty-six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of December, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 30th day of November, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed: Nov. 13, 1956
True Copy
Test:

T. SORDEN PIPPIN, Clerk

2-11-22

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., December 13, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI Ratification of Audit in the case of Vachel Downes, Atty, Assignee for the purpose of Foreclosure Vs. John C. Hagen Lillian B. Hagen, 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 30 day of November, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 15 day of November 1956, and the last insertion on the 22 day of November, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY A. DADDS

Filed Dec. 13, 1956.

RATIFICATION OF AUDIT
Filed Dec. 14, 1956

VACHEL DOWNES, ATTORNEY, Assignee

vs.

JOHN G. HAGEN
LILLIAN B. HAGEN

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4066

FINAL RATIFICATION OF AUDIT

ORDERED this 14th day of December, 1956, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the within and aforegoing 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 to the contrary thereof appears to have been given as directed, and Vachel A. Downes, Attorney, Assignee, is hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said audit.

Wm. R. HORNEY
Judge

Filed Dec. 14, 1956

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this First day of April, in the year eighteen hundred and ninety two, the following Copy of Notice to Creditors and Certificate of its Publication was brought to be recorded, to wit:-

NOTICE TO CREDITORS

BLANCH F. RASIN ET. AL., PLAINTIFFS,
vs.
FLORENCE M. RASIN, WIDOW, ET. AT.,
DEFENDANTS.
In the Circuit Court for Queen Anne's County, In Equity.

ORDERED, this 2d day of November, 1891, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the creditors of Joseph O. Rasin, late of Queen Annes County, deceased, be and they are hereby notified to file their claims, with the vouchers thereof, in the office of the Clerk of the Circuit Court for Queen Anne's County on or before the 2d day of March, 1892, or be excluded from the distribution of the sales of the real estate in this cause; provided, a copy of this order be inserted in some newspaper printed in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of December, 1891.

True Copy, JNO. M. ROBINSON.
Nov7t4 Test:-WM. DEVER, Clerk

We Hereby Certify, That the annexed advertisement was inserted in THE CENTREVILLE RECORD, a newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of three successive weeks before the 7th day of December, 1891, making four insertions.

ROBERTS SMITH.
Editors and Publishers of the
Centreville Record.

RESIGNATION OF A. R. WEEDON Co-TRUSTEE
Filed October 8, 1894.

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

Rasin &c) Plaintiff
vs.)
Rasin &c) Defendants

To the Hon. Judges of said Court

I desire hereby to submit my resignation as one of the Trustees in this case to the acceptance and approval of the Court - it is not my desire to be any longer connected in an official capacity with the case - and I desire to relieve the Court of any embarassment in the controversy which has grown up between me and my Co-Trustee

All which is respectfully submitted.

A. RANDOLPH WEEDON
Trustee
J. B. & E. H. BROWN
Attys. for Petitioner

ORDER OF THE COURT IN THE MATTER OF THE PETITION OF HOPE H. BARROLL Co-Trustee
Filed October 8, 1894.

It is on this 29th September 1894 ordered adjudged & decreed that A. Randolph Weedon one of the Trustees in these proceedings forthwith deliver to Hope H. Barroll Co-Trustee all bonds notes or evidences of debt held by him or in his possession on account of the purchase money of the real estate and sold under these proceedings, & that he forthwith pay to said co-Trustee all moneys received by him from & on account of said purchase money save & except such moneys as he may have paid to the parties entitled under Audit of & for which he holds receipts of said parties

JNO. M. ROBINSON

PETITION AND AGREEMENT FOR SUBSTITUTION OF PURCHASER AND ORDER OF COURT
Filed October 23, 1894.

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

Rasin &c) Plaintiff
vs.)
Rasin &c) Defendants

To the Hon. Judges of the Circuit Court afd.

The Petition of Nelson E. Smith and Hallie E. Smith his wife, to

your Honors respectfully sets forth

1st That the said Nelson E. Smith has with the consent of Hallie E. Smith his wife, sold to Dr. Stephen E. Ford certain property situate in the town of Centreville, Queen Anne's County afd. purchased by the said Nelson E. Smith as per Report filed in this case, the said Stephen E. Ford agreeing in consideration thereof to pay two unpaid notes for purchase money due thereon of $450. each, with interest from the 1st day of January 1892 and to satisfy a Mortgage debt resting on said property due by said Nelson E. Smith to said S. E. Ford of $429.00 & interest, as will appear by Mortgage executed by Smith & wife dated 3 October 1893 and recorded in Liber L.D. No. 2 folios 205 &c, a Land Record Book for Queen Anne's County afd.

Your Petitioners pray your Honors to pass an order substituting the said Stephen E. Ford in the place of the said Nelson E. Smith as the purchaser of said property and authorizing and empowering and directing the Trustee or Trustees in this case on payment of the residue of purchase as aforesaid to grant and convey said Real Estate or property to him, the said Stephen E. Ford, as fully as the same could be granted and conveyed, to the said Nelson E. Smith in case he had paid the purchase money therefor.

And as in duty bound &c.

Witness -
JOHN B. BROWN, Jr.

NELSON E. SMITH
HALLIE SMITH.
J. B. & E. H. BROWN, Attys.
for Petitioner

I hereby agree to be substituted as Purchaser of the property purchased by Nelson E. Smith and described in the aforegoing Petition and to pay the balance of Purchase money due and owing thereon by Nelson E. Smith as set forth in said Petition as the consideration for said substitution in his stead -

STEPHEN E. FORD
J. B. & E. H. BROWN
Attys. for Stephen E. Ford

I, Hope H. Barroll, Trustee, hereby agree to accept Stephen E. Ford as Purchaser of the property purchased by Nelson E. Smith as set forth in the aforegoing Petition & to receive payment of him according to the terms of sale and that the Court shall forthwith pass an order substituting him as purchaser in the place of Nelson E. Smith no part of the purchase money has been paid to me as trustee, and this agreement is not to release either Nelson E. Smith or the property from responsibility for any portion of the purchase money.

HOPE H. BARROLL
Trustee

Ordered, on this 22nd day of October 1894, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, on the aforegoing Petition of Nelson E. Smith and Hallie Smith, with the consent of Stephen E. Ford and Hope H. Barroll, Trustee subscribed thereto, that the said Stephen E. Ford be and he hereby substituted as Purchaser of the Rasin Property purchased at Trustees sale by Nelson E. Smith referred to in said Petition &c - and to all the rights of Nelson E. Smith as Purchaser of said Property. And that on his fullfillment of the obligations of said Nelson E. Smith in regard to said property remaining unfulfilled and the payment of whatever purchase money may be due and unpaid thereon, due credit being given for such obligations as have been fulfilled and such payments on account of purchase money as have been made, the said Hope H. Barroll, Present sole Trustee, be and he hereby is authorized, empowered and directed to execute a good and valid deed, acknowledge and deliver the same to the said Stephen E. Ford granting and conveying all the right and title of all the parties to this suit thereto to the said Stephen E. Ford, his heirs and assigns forever in as full and ample manner as the same would have been conveyed to the said Nelson E. Smith his Heirs and Assigns under the original decree in the case.

FREDERICK STUMP

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Third day of February, in the year nineteen hundred and fifty six, the following Bill of Complaint was brought to be recorded, to wit:-

CALVIN F. WILMER and MARY ELLEN WILMER, his wife, Centreville, Maryland, Individually, and as next friends of BETTY BROOKS, Infant, Centreville, Maryland Plaintiffs	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY No. 4028
CHARLES THOMAS BROWN Centreville, Maryland Defendant	:	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. THAT the said Calvin F. Wilmer and Mary Ellen Wilmer, his wife, two of the Complainants, are the owners, as tenants by the entireties, of an undivided seven-ninths interest in a certain lot or parcel of land situate in Spaniard's Neck in the Third Election District of Queen Anne's County, Maryland, which was conveyed unto them by Annie Goldsborough and others by Deed dated March 9, 1953, recorded among the Land Records of Queen Anne's County in Liber TSP No. 9, folio 308, a more particular description of said land being contained in the aforesaid Deed, a certified copy of which is filed herewith as a part hereof and is marked "Complainant's Exhibit No. 1".

2. THAT the remaining two-ninths undivided interest in the aforesaid real estate is vested in the infant Complainant, Betty Brooks, a daughter of Ethel Green Brooks who died intestate a resident of Queen Anne's County, Maryland, prior to January 1, 1951, the said Ethel Green Brooks being seized of an undivided two-thirds interest in the aforesaid real estate and being survived by a husband, Warfield Brooks, and two children, Hazel Deaton and the said Betty Brooks, infant, as her only heirs at law.

3. THAT at the time of the aforesaid conveyance by Annie Goldsborough and others to the said Calvin F. Wilmer and Mary Ellen Wilmer, his wife, said real estate was unimproved and of small value, but since the time of said conveyance the said Calvin F. Wilmer and Mary Ellen Wilmer, his wife, have improved said real estate considerably by the erection of a dwelling house thereon and by other improvements to said lands.

4. THAT your Orators, on behalf of themselves and on behalf of the said Betty Brooks, infant, have entered into a Contract of Sale for the real estate hereinbefore described, with the improvements thereon, agreeing to sell said real estate unto Charles Thomas Brown, Defendant, at and for the sum of Two Thousand Five Hundred Dollars ($2,500.00) a copy of said Contract of Sale being filed herewith a part hereof and marked "Complainant's Exhibit No. 2".

5. THAT it would be to the benefit and advantage of said infant Plaintiff, Betty Brooks, and the other parties in interest, being parties to this suit, to sell said real estate by confirming said Contract of Sale and to have the infant's share of the proceeds of sale invested under the direction of this Court in some productive fund for her use and benefit.

6. THAT in making distribution of the proceeds of sale your Orators, Calvin F. Wilmer and Mary Ellen Wilmer, his wife, are entitled to contribution and reimbursement from the share of the infant coparcener by reason of the additions and improvements which they have made to said real estate, said contribution and reimbursement to be made to the extent that is equitable.

7. THAT the said real estate above mentioned and described is not susceptible of partition among the parties owning same and interest therein and cannot be divided between said parties without material loss or injury to them.

8. THAT your Orators are entitled to have said resl estate sold for the purpose of partition and the proceeds of sale divided among them according to their respective interests.

9. THAT the said Calvin F. Wilmer and Mary Ellen Wilmer, his wife, Complainants and the said Charles Thomas Brown, Defendant, are all adults and reside in Centreville, Queen Anne's County, Maryland.

10. THAT the said Betty Brooks, Complainant, is an infant under the age of twenty-one years and resides in Centreville, Queen Anne's County, Maryland.

TO THE END, THEREFORE:

(a) THAT the said real estate consisting of land and improvements thereon may be sold and the proceeds thereof distributed among the parties interested herein and entitled thereto according to their respective rights and interests.

(b) THAT the aforesaid Contract of Sale filed herein may be ratified and confirmed by this Honorable Court.

(c) THAT a Trustee may be appointed to convey said real estate unto the Purchaser thereof after payment of the full purchase price by a good and sufficient Deed conveying a fee simple title to said land free, clear and discharged of the rights and interests of all parties to this cause (except the interest of the purchas-

er).

(d) THAT said Trustee may be vested with the power and authority to collect and receive said purchase money and to bring same into this Court to be disbursed and/or invested under its order and direction.

(e) THAT your Orators may have such other and further relief as their case may require.

And as in duty bound, etc.

VACHEL A. DOWNES, Jr.
(Vachel A. Downes, Jr.)

THOS. J. KEATING, Jr.
(Thomas J. Keating, Jr.)
SOLICITORS FOR COMPLAINANTS

Filed Feb. 3, 1956

COMPLAINANT'S EXHIBIT NO. 1.
Filed Feb. 3, 1956

#32,761 LIBER 9 PAGE 308

RECEIVED FOR RECORD Mar. 9,1953.

THIS DEED, made this 9th day of March, 1953, by and between ANNIE GOLDSBOROUGH and WILLIAM GOLDSBOROUGH, her husband, WARFIELD BROOKS, widower, HAZEL DEATON and MELVIN DEATON, her husband, parties of the first part, and CALVIN F. WILMER and MARY ELLEN WILMER, his wife, parties of the second part, all of Queen Anne's County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of Five Dollars ($5.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Annie Goldsborough and William Goldsborough, her husband, Warfield Brooks, widower, Hazel Deaton and Melvin Deation, her husband, parties of the firs part, do grant and convey all their undivided right, title, interest and estate unto the parties of the second part, Calvin G. Wilmer and Mary Ellen Wilmer, his wife, as tenants by the entireties, their heirs and assigns forever, in fee simple,

ALL that part of a tract or parcel of land situate in the Third Election District of Queen Anne's County, State of Maryland, on the Northeast side of the public road from Centreville to Spaniard's Neck, being part of the remaining lands of Annie Green as shown on the survey hereinafter referred to, bounded on the East and North by the lands of Annie Goldsborough, on the South by the aforesaid public road and on the west by the lands, of, or formerly of, Clarence Handy Washington, and more particularly described as follows, to wit:

BEGINNING at a point on the division line of the property, surveyed by J. B. Metcalfe, dated May, 1951, for conveyance to Albert and Laura Jones from Annie Goldsborough, Ethel and Warfield Brooks, North 41 degrees 9 minutes west (N 41 degrees 09' W) a distance of two hundred thirty-one and two-tenths feet (231.2') from a stone marking the beginning point and the Southwestern corner of aforementioned conveyed land; thence running North forty-one degrees nine minutes west (N 41 degrees 09'W) a distance of four hundred eighty-seven and eight-tenths feet (487.8') to a point, said point being twenty-seven and six-tenths feet (27.6') on line beyond a concrete building block; thence running South thirty-five degrees thirty-six minutes West (S 35 degrees 36'W) a distance of two hundred twenty-three and six-tenths feet (223.6') to the public road leading to Spaniard's Neck; thence running parallel with said road South forty-one degrees nine minutes East (S 41 degrees 09' E) a distance of Four hundred thirty-six and six-tenths feet (436.6') to a point; thence running North forty-eight degrees fifty-one minutes east (N 48 degrees 51'E) a distance of two hundred seventeen and seven-tenths feet (217.7') to the point of beginning; containing 2.31 acres strict measure.

BEING part of a tract of land granted and conveyed to James Green by James P. Williamson and wife, by Deed dated February 25, 1919, and recorded among the Land Records of Queen Anne's County in Liber J.F.R. No. 2, folio 47, the said James Green having died intestate seized and possessed of said parcel sometime prior to March 9, 1943, leaving surviving as his only heirs his wife, Annie Green, who has since intermarried with William Goldsborough, and a daughter, Ethel Green, who intermarried with Warfield Brooks. The said Ethel Green died sometime prior to January, 1, 1951, intestate, survived only by Warfield Brooks, husband, and two children, Betty Brooks, who is now an infant, and Hazel Deaton who is intermarried with Melvin Deaton.

TOGETHER WITH the buildings and improvements thereon erected, made or being, and all and every the rights, alleys, waters, ways, privileges, appurtenances, and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said lot of ground and premises, together with the rights, privileges, appurtenances and advantages to the same belonging or appertaining unto and to the proper use and benefit of the said Calvin F. Wilmer and Mary Ellen Wilmer, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, forever.

AND the parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed, that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the said grantors.

TEST:

VACHEL A. DOWNES, Jr. — ANNIE GOLDBORUGH (SEAL)
Annie Goldsborough

VACHEL A. DOWNES, Jr. — WILLIAM GOLDSBOROUGH (SEAL)
William Goldsborough

VACHEL A. DOWNES, Jr. — WARFIELD BROOKS (SEAL)
Warfield Brooks

VACHEL A. DOWNES, Jr. — HAZEL DEATON (SEAL)
Hazel Deaton

VACHEL A. DOWNES, Jr. — MELVIN DEATON (SEAL)
Melvin Deaton

STATE OF MARYLAND
to wit:
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY that on this 9th day of March, 1953, before me, the Subscriber, a Notary Public, of the State of Maryland, in and for Queen Anne's County, personally appeared Annie Goldsborough, William Goldsborough, Warfield Brooks, Hazel Deaton and they acknowledged the aforegoing Deed to be their respective act., AND AT THE SAME TIME also appeared Melvin Deaton who acknowledged the aforegoing deed to be his act.

Witness my hand and Notarial Seal.

Notary
Public
Seal.

VACHEL A. DOWNES, Jr.
Notary Public

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

This is to certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 9, folio 308 etc., a Land Record Book for Queen Anne's County.

Court's Seal.

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 February, in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk.

Filed Feb. 3, 1956

COMPLAINANT'S EXHIBIT NO. 2.
Filed Feb. 3, 1956.

CONTRACT OF SALE

This Agreement, Made this 6th day of January nineteen hundred and fifty-six, between Calvin F. Wilmer and Mary Ellen Wilmer, his wife, of Queen Anne's County, State of Maryland, for themselves and on behalf of Betty Brooks, infant of the first part, hereinafter referred to as Sellers, and Charles Thomas Brown of the second part hereinafter referred to as Buyers.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said part of the second part, and the latter doth hereby purchase from the former the following described property, situate and lying in 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 northeasterly side of the public road from Centreville into Spaniard's Neck, bounded on the north and east by the lands of, or formlerly of, Ann8e Goldsborough, on the wouth by the public road aforesaid and on the west by the lands of, or formerly of, Clarence Handy, and being more particularly described in a deed from Annie Goldsborough, et. al., unto the Sellers herein dated the 9th day of March, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 9 folio 308. The deed to the Buyers will contain the complete description contained in said deed, or in accordance with any new survey the Buyers want or have prepared of said premises, at the expense of the Buyers.

At and for the price of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) Dollars of which Two Hundred and Fifty Dollars ($250.00) has been paid at the signing hereof to be held in escrow until final settlement by Harry C. Butler and Vachel A. Downes, Jr. Attorneys for the parties hereto. and the balance is to be paid as follows: in cash or certified check at time of final settlement. Sellers agree to forthwith file such proceedings in the Circuit Court of Queen Anne's County in Equity, or other proper Court, as are necessary to clear title and acquire the interest of Betty Brooks, an infant, so that an unencumbered, merchantable fee simple title is conveyed to the Buyers hereunder, Sellers agree to prosecute said proceedings promptly and with diligence. Settlement date to be set as soon as mutually agreeable to parties after completion of said chancery cause and eradication of defects. 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, insurance and other public charges to be adjusted to date of final settlement Recording costs and transfer stamps to be paid by Buyers.

Time is not the essence of this contract

The Buyers are now in possession of the premises and Sellers agree not to disturb such possession during the continuance hereof. Buyers agree to continue rental payments of Five Dollars ($5.00) a week to Sellers during such possession prior

to final settlement, with the usual rights in the landlords (Sellers) upon non payment of said rent. Buyers agree to pay all rent now past due and in arrears, accounting from the 1st day of October, 1955, to date of final settlement. If not, all moneys held in escrow for the Buyers shall be used, or so much as is needed, to secure the same. The down payment of $250.00 shall be liquidated damages in full on default of the Buyers, or returned to them, less rent due, on default of Sellers.

Witness our hands and seals

Test:

VACHEL A. DOWNES, Jr.
Witness as to Sellers

HARRY C. BUTLER
Witness as to Buyers

CALVIN F. WILMER (Seal)
Calvin F. Wilmer

MARY ELLEN WILMER (Seal)
Mary Ellen Wilmer, Sellers

CHARLES THOMAS BRON (Seal)
Charles Thomas Brown

EQUITY SUBPOENA
Filed Feb. 7, 1956

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Seal's Place

TO Charles Thomas Brown
Centreville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Calvin F. Wilmer and Mary Ellen Wilmer, his wife, Centreville, Maryland, Individually, and as next friends of Betty Brooks, Infant, Centreville, Maryland, against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd. day of January, 1956.

Issued the 3rd. day of February, 1956.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

T. SORDEN PIPPIN, Clerk

Name Vachel A. Downes Jr.
Thos. J. Keating, Jr.
Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:-

Defendant summoned by reading subpoena to him and leaving copy of subpoena and bill of complaint with him this 6th day of February 1956.

ALEXIS M. BUTLER
Sheriff

ANSWER
Filed April 20, 1956

CALVIN F. WILMER
MARY ELLEN WILMER, wife
BETTY BROOKS, Infant

vs.

CHARLES THOMAS BROWN

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4028

ANSWER

The Answer of Charles Thomas Brown by Harry C. Butler, his solicitor, to the Bill of Complaint in the above entitle cause against him exhibited in this Court, respectfully represents unto your Honors:

1. That the Respondent admits the allegations of said Bill of Complaint contained in Paragraph No. 4, but that your Respondent has no knowledge the the other allegations contained therein and can neither admit nor deny the same, but submits his rights to the protection of this Honorable Court.

And as in duty bound, etc.

HARRY C. BUTLER
Harry C. Butler, Solicitor for Respondent

The Respondent hereby waives notice of the taking of testimony in this cause, as he does not choose to appear to offer evidence in the premises.

HARRY C. BUTLER
Harry C. Butler, Solicitor for Respondent

Service of copy admitted this 20 day of April, 1956.

VACHEL A. DOWNES, Jr.
Vachel A. Downes, Jr., Solicitor for Complainant

Filed April 20, 1956

DEPOSITIONS
Filed May 9, 1956

Calvin F. Wilmer
et. al.

vs.

Charles Thomas Brown

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4028

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The Subscriber, one of the regular examiners for this Honorable Court, having been notified by Thomas J. Keating and Vachel A. Downes, Jr., Solicitors for the Complainants, for their desire to take testimony in this cause, did meet in the office of Vachel A. Downes, Jr. on Saturday, the 5th day of May, 1956, at eleven o'clock, a. m. (DST), for the purpose of taking testimony; the Respodent, by his Answer heretofore filed in the matter now pending having waived notice of the same, and I did then and there proceed, after administering the oath to the witnesses, to take the following testimony, to wit:

B. H. TURNER
Examiner

Filed May 9, 1956

Annie Green Goldsborough, of lawful age, being sworn and examinded, did depose and say:

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

A. Annie Green Goldsborough, age 62, Centreville, Maryland, housework

Q. Do you know the complainants in this cause, namely Calvin F. Wilmer, Mary Ellen Wilmer, his wife, and Betty Brookds, infant, and if so, state your relationship with each of them.

A. I know them all, and have known Calvin and Betty since birth and Mary Ellen for 40 years. Calvin Wilmer is my brother and Mary Ellen is his wife and my sister in law. Betty Brooks is my granddaughter.

Q. Did you know James Green during his lifetime, and if so, what was your relationship to him.

A. He was my first husband. We were married for 43 years.

Q. State the date of James Green's death. Did he die testate or intestate. Was he the owner of the lands described in this proceeding at the time of his death.

A. He died in December 16, 1942. He had no will and owned 33 acres of land in one parcel in Spaniard's Neck when he died. The parcel conveyed to Calvin Wilmer was a part of the 33 acre tract.

Q. State the heirs of James Green, and their relationship to him.

A. I was, as his widow, and got a one-third interest. We had one child, Ethel Green, who married Warfield Brookds, and she got two thirds. We were his only heirs.

Q. Did the widow of James Green, namely Annie Green, ever remarry, and if so, state whom she married.

A. Yes, I married William Goldsborough about 8 years ago. I am still married to him.

Q. State the date of the death of Ethel Green Brooks, and the name of her husband at the time of her death.

A. She died December 29, 1949, and at the time of her death she was married to Warfield Brooks.

Q. Did Ethel Green Brooks die testate or intestate, give her interest in the property described in the proceedings at the date of her death, and state the names and ages of her heirs at law, and their relationship to the deceased.

A. She left no will, and at the time of her death she has a six ninths interest in the property (2/3). Her heirs were:

Warfied Brooks, her husband, who has never remarried
Hazel Brooks Deaton, a daughter
Betty Brooks, a daughter

Q. To whom was Hazel Brooks Deaton, daughter of Ethel Green Brooks and Warfield Brooks, married to on March 9, 1953.

A. She was married to Melvin Deaton. Hazel is 26 years old now.

Q. How old is Betty Brooks at the present time, and state her interest in the property.

A. Seventeen, She will be 18 on 2nd day of December, 1956.

Q. Had Warfield Brooks, father of Betty Brooks and Hazel Deaton, remarried on March 9, 1953.

A. No

Q. State how much land was conveyed unto Calvin F. Wilmer and wife by the deed of Annie Goldsborough, et. al., dated March 9, 1953, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 9 folio 308.

A. The deed calls for 2.31 acres of land

Q. At the time of the above mentioned deed, was said land improved by any structures of buildings.

A. There were no improvements on it at the time of the deed to Calvin Wilmer; the land was vacant

Q. At the present time, are there any structures or buildings upon said premises, and if so, describe the same.

A. There is a frame house on it now.

Q. State who placed the improvements upon the building and paid the full cost of the same.

A. Calvin Wilmer

Q. Within your knowledge, did Betty Brooks pay or share any of the costs of placeing said improvements upon the premises.

A. No she didn't have anything to do with it. She has lived with me all her life, before and after her mother died, and I know she never contributed anything towards improving the property.

Q. Would you consider a sale of the property at and for the sum of $2500.00 a fair and advantageous sale.

A. Yes, sir, I think it would.

Q. Is the real estate mentioned in this proceeding capable of being divided equally among the parties having an interest therein, and if not, state your reasons therefor.

A. No, because the house is on the property and of course you couldn't split the house in two parts. Also, some of the land in back is low

Q. In your opinion, would it be to the interest and advantage of the infant, Betty Brooks, to have her interest in said real estate sold and the proceeds invested in some productive fund under the protection of a Court of competent jurisdiction, and state your reasons for your answer.

A. Yes, she wants it to be sold and so do I. She is getting nothing from it now, and if she were 21 years old now she would give her interest to Calvin anyhow. If the property is sold she will then get some money from it that whe would receive in no other way.

Q. Examiners' Special.

A. No.

ANNIE GREEN GOLDSBOROUGH.
Annie Green Goldsborough

Filed May 9, 1956

Calvin F. Wilmer, of lawful age, being sworn and examinded, did depose and say:

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

A. Calvin Freeman Wilmer, 43, Centreville, Md., mechanic and service man on electric appliances.

Q. Do you know the complainants in this cause, namely Calvin F. Wilmer, Mary Ellen Wilmer, his wife, and Betty Brooks, infant, and if so, state your relationship with each of them.

A. Mary Ellen Wilmer is my wife. Betty Brooks is my great niece, the daughter of Hazel Brooks Deaton who was my niece.

Q. Did you know James Green during his lifetime, and if so, what was your relationship to him.

A. Yes, James Green raised me. I was his brother in law. I lived with him from the time I was five years old until I was 19 years old.

Q. State the date of James Green's death. Did he die testate or intestate. Was he the owner of the lands described in this proceeding at the time of his death.

A. In 1942 or 1943. He didn't leave a will. At the time of his death he owned 33 acres in Spaniard's Neck, and it was from this parcel that I received my lot.

Q. State the heirs of James Green, and their relationship to him.

A. Annie Green, his widow
Ethel Green Brooks, his daughter

Q. Did the widow of James Green, namely Annie Green, ever remarry, and if so, state whom she married.

A. She married William Goldsborough about 8 years ago, after James Green died

Q. State the date of the death of Ethel Green Brooks, and the name of her husband at the time of her death.

A. She died in 1949, in December. At the time of her heath she was married to Warfield Brooks.

Q. Did Ethel Green Brooks die testate or intestate, give her interest in the property described in the proceedings at the date of her death, and state the names and ages of her heirs at law, and their relationship to the deceased.

A. She left no will when she died that I know of. When she died she owned the two third interest in the property as the heir of James Green, her father. The heirs at law of Ethel Green Brook were:

1. Warfield Brooks, her husband
2. Hazel Brooks Deaton, her daughter
3. Betty Brooks, daughter

Q. To whom was Hazel Brooks Deaton, daughter of Ethel Green Brooks and Warfield Brooks, married to on March 9, 1953.

A. Melvin Deaton

Q. How old is Betty Brooks at the present time, and state her interest in the property.

A. She is seventeen years old now. She got a 2/9 interest as an heir of her mother, Ethel Brooks

Q. Had Warfield Brooks, father of Betty Brooks and Hazel Deaton, remarried on March 9, 1953.

A. No.

Q. State how much land was conveyed unto Calvin F. Wilmer and wife by the deed of Annie Goldsborough, et. al., dated March 9,1953, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 9 folio 308.

A. According to the deed, my parcel contains 2.31 acres of land. Walter E. Woodford, Jr., registered surveyor, prepared the description.

Q. At the time of the above mentioned deed, was said land improved by any structures of buildings.

A. There were no buildings on the land,

Q. At the present time, are there any structures or buildings upon said premises, and if so, describe the same.

A. The land is now improved by a six room frame house, a solid foundation, weatherboarded with cedar shingles, the roof is tin over wooden shingles.

Q. State who placed the improvements upon the building and paid the full cost of the same.

A. I bought the house from Mr. William Macadoo and moved it to my lot. Mr. Clarence Eley moved it for me. I paid for the moving and for all renovations and repairs.

Q. Within your knowledge, did Betty Brooks pay or share any of the costs of placeing said improvements upon the premises.

A. No she didn't. I paid the entire cost.

Q. Would you consider a sale of the property at and for the sum of $2500.00 a fair and advantageous sale.

A. Yes

Q. Is the real estate mentioned in this proceeding capable of being divided equally among the parties having an interest therein, and if not, state your reasons therefor.

A. No, due to the house and the branch behind the house. Even if you could take part of the land and give it to Betty (which you can't because of the location of the house and branch) 2/9 of two acres would be so small it wouldn't have any value.

Q. In your opinion, would it be to the interest and advantage of the infant, Betty Brooks, to have her interest in said real estate sold and the proceeds invested in some productive fund under the protection of a Court of competent jurisdiction, and state your reasons for your answer.

A. Yes. it would be the best thing to do since the property can't be divided equally. She isn't getting any benefit from it now, and if money from this sale were held aside for her, when she reached twenty-one she would have some cash to spend for her own benefit.

As a matter of fact, she has always told me that she would sign her interest over to me when she reached 21 without my paying her anything. She would do it now if the law would let her. We are a pretty close family and we have always gotten along without any misunderstandings. When I got the deed for the property I intended to live there, and knew that when Betty reached 21 she would voluntarily clear the title for me. But my wife changed her mind and we were unable to move in the house after we had it moved on the property. Since we can't live there it will be to my advantage to sell the

property, as well as the Betty's advantage.

Q. Examiner's Special

A. No.

CALVIN FREEMAN WILMER
Calvin Freeman Wilmer

Filed May 9, 1956

Linwood C. Yates, of lawful age, being sworn and examinded, did depose and say:

Q. State your name, age, residence and occupation

A. Linwood C. Yates, 29, Centreville, Md., real estate broker

Q. Are you familar with the parcel of land in the Third Election District of Queen Anne's County, in Spaniard's Neck, containing 2.31 acres of land more or less, which is described in these proceedings.

A. Yes

Q. Have you personally inspected these premises for the purpose of appraising or evaluing the same, and if so, state the date of such inspection.

A. Yes on April 26th with Lawrence M. Callahan

Q. Are you engaged in the buying and selling of real estate in and around Queen Anne's County, Maryland,

A. Yes, I am a licensed real estate broker

Q. Do you know own real estate in Queen Anne's County, Maryland; have you ever been called upon to appraise real estate in and around the Third Election District of said County and for whom; and are you familar with real estate values in and around that vicinity.

A. I own several parcels of real estate in and around Centreville. I have appraised real estate for Orphan's Court, the State Roads Commission, and numerous private clients including some major oil companies. I feel that I am well acquainted with the value of real estate in and around Centreville and the Third Election District of Queen Anne's County.

Q. Are you familar with the costs of construction of residence in and around the same vicinity, and if so, explain your experience in this regards.

A. Yes to a degree, through setting values for new homes. I have never built a new home, but have done much repairing and renovating on my own properties.

Q. What is your considered opinion of the present fair market value of the land and improvements mentioned in this proceeding.

A. Around $2450.00

Q. What is your considered opinion of the present fair market value of the 2.31 acres of land only.

A. I value the land of $577.51, or a basis of $250.00 an acre, this being the residential value and not a farm value.

Q. What is your considered opinion of the present fair market value of the improvements only upon said land.

A. About $1900.00

Q. Do you know who placed the improvements upon said premises and paid the full cost of the same.

A. No

Q. In your opinion, are the lands described in the proceeding capable of being divided equally among the parties in interest thereto, namely: Betty Brooks, infant, to the extent of an undivided two-ninths interest and Calvin F. Wilmer and Mary Ellen Wilmer, his wife, to the extent of an undivided seven-ninths interest, and if not, give your reasons therefor.

A. No. The property is so small it would be impossible to take 2/9 of even the real estate and have a piece large enough to do anything with.

Q. In your opinion, would you consider a sale of the land and improvements at and for the price of $2,500.00 a fair and advantageous contract.

A. Yes

Q. In your opinion, would it be to the interest and advantage of the infant, Betty Brooks, to have her interest in the above mentioned property sold and the proceeds invested in some productive fund under the protection of a Court of competent jurisdiction, and if so, state your reasons therefor.

A. Yes. Because the value of the property is decreasing and land values are at a peak now. Also, I don't see any possible benefits from owning a mere 2/9 of this parcel of land. Her share could be reduced to money and invested wisely. There is nothing she can do with this property to give her as much interest as she would get from a bank or from a mortgage.

Q. Examiner's Special

A. No.

LINWOOD C. YATES
Linwood C. Yates

Filed May 9, 1956

Lawrence M. Callahan, of lawful age, being sworn and examinded, did depose and say:

Q. State your name, age, residence and occupation

A. Lawrence M. Callahan, age 54, Centreville, Md., appliance dealer

Q. Are you familar with the parcel of land in the Third Election District of Queen Anne's County, in Spaniard's Neck, containing 2.31 acres of land more or less, which is described in these proceedings.

A. Yes, I have been very familar with this parcel for about two years.

Q. Have you personally inspected these premises for the purpose of appraising or evaluing the same, and if so, state the date of such inspection.

A. Yes, on April 26th, with Linwood C. Yates

Q. Are you engaged in the buying and selling of real estate in and around Queen Anne's County, Maryland.

A. Yes, I have developed a portion of Centreville Heights and have owned quite a bit of real estate at one time or another.

Q. Do you now own real estate in Queen Anne's County, Maryland; have you ever been called upon to appraise real estate in and around the Third Election District of said County and for whom; and are you familar with real estate values in and around that vicinity.

A. I now own a store, lots behind the store, home in Centreville Heights, lots in Centreville Heights, and so on. I have appraised property in this District for the School Board within the past year. This is the only area where I have appraised or owned property, and I feel that I have a good understanding of real estate values, in this vicinity

Q. Are you familar with the costs of construction of residence in and around the same vicinity, and if so, explain your experience in this regards.

A. Yes, I have built several new houses and have remodled and repaired several more. With my applicance store, we even do some contracting.

Q. What is your considered opinion of the present fair market value of the land and improvements mentioned in this proceeding.

A. I'd say that the fair market value of the property is around $2300.00

Q. What is your considered opinion of the present fair market value of the 2.31 acres of land only.

A. Since this on on a hard surface road, I feel that the value is higher than the ordinary piece of ground in that vicinity, and would value the same at about $200.00 per acre - - a total value of around $450.00 to $500.00

Q. What is your considered opinion of the present fair market value of the improvements only upon said land.

A. About $1800.00

Q. Do you know who placed the improvements upon said premises and paid the full cost of the same.

A. Calvin Wilmer put the house on there. I know this from my personal knowledge since I supplied him with the money to do this with, In fact I even drew the checks to pay the various workmen, etc., with.

Q. In your opinion, are the lands described in the proceeding capable of being divided equally among the parties in interest thereto, namely: Betty Brooks, infant, to the extent of an undivided two-ninths interest and Calvin F. Wilmer and Mary Ellen Wilmer, his wife, to the extent of an undivided seven-ninths interest, and if not, give your reasons therefor.

A. The land is not capable of division. It would be like tearing a paper dollar bill in two parts - - if you don't have it all you don't have anything.

Q. In your opinion, would you consider a sale of the land and improvements at and for the price of $2,500.00 a fair and advantageous contract.

A. Yes

Q. In your opinion, would it be to the interest and advantage of the infant, Betty Brooks, to have her interest in the above mentioned property sold and the proceeds invested in some productive fund under the protection of a Court of competent jurisdiction, and if so, state your reasons therefor.

A. By all means. If she is to get anything out of the property, that would be the only way I know she could share into it.

Question: Examiners Special.

Answer: None

LAWRENCE M. CALLAHAN
Lawrence M. Callahan

Filed May 9, 1956

There being no further witnesses to be examined, the Examiner herewith makes his return to the depositions of the respective witnesses, and the costs chargeable to the parties, as follows, to wit:

B. H. Turner, Examiner $ 10.00

All witness fees waived

Respectfully submitted,

B. H. TURNER
B. H. Turner, Examiner

Filed May 9, 1956

ADDITIONAL TESTIMONY
Filed May 23, 1956

CALVIN F. WILMER, et. al. IN THE CIRCUIT COURT FOR

vs. QUEEN ANNE'S COUNTY

CHARLES THOMAS BROWN IN EQUITY

No. 4028

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Subscriber, one of the regular examiners for this Honorable Court, having been notified by Thomas J. Keating, Jr., and Vachel A. Downes, Jr., Solicitors for the Complainants, of their desire to take additional testimony in this cause, did meet in the office of Vachel A. Downes, Jr., the 23rd day May, 1956, at 10:30 o'clock, a.m., (D.S.T.) for the purpose of taking such additional testimony; the Respondent, by his Answer heretofore filed in the matter now pending having waived notice of the same, and I did then and there proceed, after administering the oath to the witnesses, to take the following testimony, to wit:

B. H. TURNER, Jr.
Examiner.

Lawrence M. Callahan, of lawful age, being examined, after being sworn, did depose and say:

Q. Your name is Lawrence M. Callahan

A. Yes

Q. Will you state whether or not you together with your wife, Mary Marjorie Callahan, are the holders of a mortgage from Calvin F. Wilmer and Mary Ellen Wilmer, his wife, dated Jan. 18, 1954, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 14 folio 150, for the principal sum of $1500.00, of which I hand you a certified copy marked "Examiner's Exhibit No. 1".

A. Yes, I know we loaned him the amount of $1500.00, and I suppose the date you recite is correct.

Q. Can you state the present balance of principal due on the mortgage

A. Yes, $1150.00

Q. Please state the amount of interest that will be due on this mortgage to June 1, 1956.

A. $86.25

Q. Does that mortgage cover the property in Spaniard's Neck.

A. That is correct

Q. This is a suit brought to ratify a sale made by Calvin and wife and the minor coparcener, Betty Brooks, to Charles Thomas Brown. As mortgagees would you and your wife be willing to have the property sold in this cause at and for $2500.00, upon the understanding that your mortgage would be paid out of that portion of the proceeds of sale which will belong to Calvin F. Wilmer and wife.

A. Yes, that is agreeable with us.

Q. I understand that Calvin Wilmer and wife after buying the land in question made considerable improvement to it by moving a dwelling house thereon and reconstructing same and grading and otherwise improving the property. Have you any knowledge of the extent of these improvements and how they were made.

A. Yes, my check book reflects that I advanced certain sums for and on account of the improvement to this house for Calvin Wilmer and wife, as follows: William G. Macadoo, $100.00, Harold Walker, $59.25, C and P. Telephone Co. for lifting wires, $78.20, E. S. Adkins Co., $108.99, Clarence Eley, for moving house, $450.00, State Roads Commission for permit $10.00, Gibson and Wood for legal services in preparing mortgage, $47.85, including costs, Callahan's Appliance Store, $75.92, Bennett Lumber Co., $58.81, John C. Cole, $100.00, I also advanced personally to him for him to spend on the property the following amounts: one check for $150.00, another check for $50.00 and a final check of $229.90. These disbursements amount to $1518.92, but later Calvin gave me a mortgage for $1500.00

to secure these advances.

Q. Examiner's Special.

A. I know that Calvin and his boys improved the property considerably by the work they did there in clearing the branch, clearing the land and working on the house itself. He used to take a day off from work once in a while and take his boys to the house to work there. He only has a few dollars in labor that he paid out, and there was a great deal of work done there by himself and his boys.

LAWRENCE M. CALLAHAN
Lawrence M. Callahan

Calvin F. Wilmer, of lawful age, being sworn and examinded, did depose and say:

Q. Your name is Calvin F. Wiler

A. Yes

Q. You are one of the parties plaintiff in this case

A. Yes

Q. After you purchased the land which you have contracted to sell to Charles Thomas Brown state briefly what you did to improve it.

A. I moved a house (6 room) from Centreville wharf which I had purchased from Mr. Macadoo. I cleared the land and site for the house and had the house installed in position by Mr. Eley on foundations that Mr. Walker, my boys and I had previously built. Then we did considerable carpentry work on the house and I had plastering done and had a water pump bought and ready to install, but have not installed it yet. Also I had considerable grading done and other various improvements. The money for these things was furnished me by Mr. Lawrence M. Callahan and wife, and I later gave him a mortgage for $1500.00 to secure the money he advanced.

Q. Do you desire to be reimbursed out of the proceeds of sale as nearly as possible for the value of the improvements which you have made before the proceeds are divided with the other co-tenant.

A. Yes

Q. Can you give a fair estimate of the value of the work and labor which you and your sons have performed in improving the property, judging by the amount of time spent and improvements made.

A. My boys and I have spent at least four or five hundred dollars worth of time and labor on the project, and I feel sure that if I had hired someone to do the amount of carpentry, masonry and other mechanical work it would have cost even more than that.

Q. Examiner's Special.

A. No.

CALVIN F. WILMER
Calvin F. Wilmer

There being no further witnesses to be examinded, the Examiner herewith makes his return to the depositions of the respective witnesses, and the costs chargeable to the parties, as follows, to wit:

B. H. Turner, Examiner — No fee charged for this additional testimony

All witnesses waive fees

Respectfully submitted,

B. H. TURNER, Jr.
Examiner

Filed May 23, 1956

CERTIFIED COPY OF MORTGAGE
Filed May 23, 1956.

#33,935 LIBER 14 PAGE 150

RECEIVED FOR RECORD Jan. 18, 1954

THIS MORTGAGE, made this 18th day of January, in the year nineteen hundred fifty-four, by Calvin F. Wilmer and Mary Ellen Wilmer, his wife, of Queen Anne's County, in the State of Maryland, hereinafter called "Mortgagors";

WHEREAS, the said Mortgagors are jointly and severally indebted unto Lawrence M. Callahan and Mary Marjorie Callahan, his wife, of the said County and State, hereinafter called "Mortgagees", in the full and just sum of Fifteen Hundred Dollars ($1500.00) for money lent and advanced by the Mortgagees to the Mortgagors; and

WHEREAS, the Mortgagors have drawn and passed unto the Mortgagees their joint and several promissory note in the amount of Fifteen Hundred Dollars ($1,500.00), bearing even date herewith, and payable in fifty (50) installments of Thirty Dollars ($30.00) each, due respectively, as follows: the first payment shall be due and payable immediately after the execution of said note and this mortgage; the other payments shall be due on the 1st day of February, 1954, and on the first day of each month thereafter until fully paid, with interest at the rate of six per centum per annum computed from

December 1, 1953, payable with each installment of principal upon the entire unpaid principal balance (interest on each installment of principal to cease from the date of payment of such installment) provided that, in the event of default in any payment of principal or interest when due thereunder, the entire unpaid principal balance shall be immediately due and payable with interest; and

WHEREAS, it was agreed by and between the parties hereto as a condition precedent to the granting of said loan that this mortgage should be executed to secure and assure the payment of the aforesaid indebtedness of Fifteen Hundred Dollars ($1,500.00) and the interest to accrue thereon as aforesaid, as evidenced by said promissory note;

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 Mortgagors do hereby grant and convey unto the Mortgagees, as tenants by the entireties, their assigns, and the survivor of them, his or her heirs and assigns, in fee simple, all of the right, title, interest and estate of the Mortgagors of, in and to the following described real estate, to wit:

ALL of that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, in the State of Maryland, on the northeast side of the public road leading from Centreville to Spaniard's Neck, bounded on the southwest by said road, on the southeast and northeast by lands of Annie Goldsborough and others, and on the northwest by lands formerly of Clarenda Handy Washington and others, now of John Leekley, and more particularly described as follows, to wit: BEGINNING for the same at a point on the division line of the property surveyed by J. B. Metcalfe, dated May 1951, for conveyance to Albert and Laura Jones from Annie Goldsborough (formerly Annie Green) and others as shown on a plat of the Annie Green lands which is recorded or intended to be recorded among the land records of said Queen Anne's County immediately preceding the recording of these presents, no conveyance to Albert and Laura Jones having in fact been made as intended, said point being North 41 degrees 9 minutes west 231.2 feet from a stone marking the beginning point and southeastern corner of the lands so intended to be conveyed to Albert and Laura Jones; thence running North 41 degrees 9 minutes west 487.8 feet to a point, said point being 27.6 feet in line beyond a concrete building block; thence running South 35 degrees 36 minutes west 223.6 feet to the public road aforesaid; thence running parallel with said road South 41 degrees 9 minutes east 436.6 to a point; thence running North 48 degrees 51 minutes east 217.7 feet to the point of beginning; containing 2.31 acres strict measure; being the same and all of the land described in the deed to the Mortgagors from Annie Goldsborough, et al., bearing date the 9th day of March, 1953, and recorded among said land records in Liber T.S.P. No. 9, folio 306, etc.

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.

PROVIDED, that if the said Mortgagors, or either of them, their or either of their heirs, executors, administrators, or assigns, shall well and truly pay to the said Mortgagees, their assigns, the survivor of them, or the heirs, personal representatives or assigns of said survivor, the aforesaid sum of Fifteen Hundred Dollars ($1500.00) as represented in the aforesaid promissory note, and all interest to accrue thereon as above set forth, and shall perform all 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 Mortgagors, their heirs and assigns, shall possess said property.

AND the said Mortgagors, for themselves, and each of them, their and each of their heirs, executors, administrators and assigns, covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions, and charges incurred in the collection of said debt 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 Mortgagees, their assigns, the survivor of them, or the heirs, personal representatives or assigns of said survivor.

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 Mortgagees, their assigns, the survivor of them, or the heirs, personal representatives or assigns of said survivor, or Gibson and Wood, of Queen Anne's County, State of Maryland, their 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 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 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 Mortgagors, or the persons who may then be 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 for the purpose of foreclosure of this mortgage under the power of sale above granted the said Mortgagees, their assigns, the survivor of them, the heirs, personal representatives or assigns of said survivor, or the said Gibson and Wood, their 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 in-

debtedness be accompanied by the payment of all expenses incurred under the foreclosure proceedings, including all costs of advertisements, court costs and all expenses incurred to the time of said tender and commissions on the total amount of mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Mortgagors, for themselves, and each of them, 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 both Mortgagors):

HOWARD WOOD, 3rd.

CALVIN F. WILMER (SEAL)
(Calvin F. Wilmer)

MARY ELLEN WILMER (SEAL)
(Mary Ellen Wilmer)

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

I HEREBY CERTIFY, that on this 16th day of January, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Calvin F. Wilmer and Mary Ellen Wilmer, his wife, and acknowledged the aforegoing MORTGAGE to be the irrespective act:

IN TESTIMONY WHEREOF, I herewith subscribe my hand and affix my notarial seal, the day and year last above written.

Notary
Public
Seal.

HOWARD WOOD, 3rd

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

I HEREBY CERTIFY, that on this 18th day of January, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Howard Wood, 3rd, agent for the within named Mortgagees, and made oath in due form of law that the consideration stated in the aforegoing mortgage is true and bona fide as therein set forth, and that he is the agent of the Mortgagees duly authorized to make this affidavit.

WITNESS my hand and notarial seal:

Notary
Public
Seal.

KATHERINE LEWIS
Notary Public

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 14, folios 150 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 third day of May in the year nineteen hundred and fifty six.

Circuit Court Seal.

T. SORDEN PIPPIN
Clerk

WAIVER
Filed May 23, 1956

CALVIN F. WILMER
et. al.

vs.

CHARLES THOMAS BROWN

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4028

STIPULATION

It is hereby Stipulated and Agreed by and between Thomas J. Keating, Jr., and Vachel A. Downes, Jr., Solicitors for the Complainants, and Harry C. Butler, Solicitor for the Defendant, as follows:

That the parties to this cause do hereby waive the requirements of Rule No. 41, General Equity Rules requiring testimony remain in Court ten days before the cause shall be taken up for hearing, and do agree that said cause may be submitted for decree forthwith.

THOS. J. KEATING, Jr.
Thomas J. Keating, Jr.

VACHEL A. DOWNES, Jr.
Vachel A. Downes, Jr.
Solicitors for Complainants

HARRY C. BUTLER
Harry C. Butler
Solicitor for Defendant

DECREE
Filed May 28, 1956

CALVIN F. WILMER
et. al.

vs.

CHARLES THOMAS BROWN

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4028

DECREE

This cause, standing ready for hearing and having been submitted for decree upon the pleadings, exhibits and evidence, and the proceedings in the cause having been read and considered:

It is, by the Circuit Court for Queen Anne's County, In Equity, this 28th day of May, 1956, ADJUDGED, ORDERED AND DECREED that the real estate mentioned and described in the proceedings in this cause be sold, it appearing that such sale thereof will be to the interest and advantage of the parties owning said real estate, including the infant complainant, and it also appearing that said real estate cannot be divided without loss or injury to the parties interested therein;

And it further appearing that the proposed sale of said real estate unto Charles Thomas Brown at and for the sum of Two Thousand Five Hundred Dollars ($2,500.00), upon the terms set forth in the Contract of Sale filed herein as "Complainant's Exhibit No. 2" with the Bill of Complaint, will be advantageous to all the parties interested in said real estate as aforesaid, including the infant complainant, and a better price than could be obtained for said property by now offering the same for sale at public sale or auction, and it therefore appearing that it will be to the interest and advantage of the parties owning said real estate, including the infant complainant, that the aforesaid Contract of Sale be ratified and confirmed and that such proposed sale be consummated and carried out, it is further ADJUDGED, ORDERED AND DECREED that Thomas J. Keating, Jr. and Vachel A. Downes, Jr. be, and they are hereby appointed Trustees for the purpose of making such sale and that the course and manner of their proceedings shall be as follows:

They shall first file in this cause a bond in the penalty of Twenty Five Hundred Dollars if corporate surety is given and in double that amount if personal surety be given, with the surety to be approved by the Clerk of this Court and conditioned for the faithful performance of the duties reposed in them by this Decree or that may hereafter be reposed in them by any future Order or Decree in the premises, and said Trustees shall thereupon file in this cause a Report of such sale, with the affadavit of truth thereof, and upon the filing of such report the clerk of this Court shall pass the usual order nisi for the ratification of the sale thereupon and cause the same to be published, in accordance with the rules of this Court; and upon final ratification of said sale by this Court, after due publication of said order nisi, and upon payment by the purchaser of the entire purchase price of Two Thousand Five Hundred Dollars ($2,500.00) to said Trustees, and compliance by the purchaser with all other terms and conditions of the sale, the Trustees shall by a good and sufficient deed to be executed, adknowledged and recorded according to law, convey unto Charles Thomas Brown the real estate so sold, free, clear and discharged from all claim of the parties to this proceeding, plaintiffs and defendant, and of those claiming by, from or under them or any of them.

And it is further ADJUDGED, ORDERED AND DECREED that Calvin F. Wilmer, and Mary Ellen Wilmer, his wife, or Lawrence M. Callahan and Mary Marjorie Callahan, his wife, Mortgagees, to the extent of their interest therein, be awarded the sum of Eighteen Hundred and Fifty Dollars as reimbursement for their expenditures for the improvement of said real estate in the proceedings mentioned before division of the balance of the proceeds of sale among the parties according to their respective interests.

And the said Trustees shall bring into this Court the moneys arising from such sale in order that the same, after payment of the costs and expenses incident to this cause, may be divided among the parties owning the same or interested therein according to their respective interests.

Wm. R. HORNEY
Judge

Filed May 28, 1956

CERTIFIED COPY OF BOND
Filed June 4, 1956

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Fourth day of June in the year nineteen hundred and fifty six, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS that we, Thomas J. Keating, Jr., and Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 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 Two Thousand Five Hundred Dollars ($2500.00), lawful money of the United States, to be paid to the State of Maryland, or its certain Attorney, to the payment whereof, 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, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 1st day of June, 1956.

WHEREAS, the said Thomas J. Keating, Jr., and Vachel A. Downes, Jr., have, by a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 28th day of May, 1956, in a cause in said Court entitled "Calvin F. Wilmer, et. al., vs.

Charles Thomas Brown" being Chancery No. 4028, been appointed Trustees to make sale and conveyance of the real estate in said cause decreed to be sold;

NOW, the condition of the above obligation is such that if the above bounden, Thomas J. Keating, Jr., and Vachel A. Downes, Jr., do and shall well and faithfully abide by and perform the trust reposed in them by the aforesaid decree, or that may be reposed in them by any future Order or Decree in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
in the presence of:

JOHN H. QUIMBY

As to Surety:

JEANNETTE SMITH
Jeannette Smith

THOS. J, KEATING, JR. (SEAL)
Thomas J. Keating, Jr.

VACHEL A. DOWNES, JR. (SEAL)
Vachel A. Downes, Jr.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: E. V. SHOCKLEY
E. V. Shockley
Corporate seals place

Corporate
Seal.

And at the foot of the aforegoing is the following endorsement, to wit:

Security approved & Bond filed June 4, 1956

T. SORDEN PIPPIN Clerk

Certified Copy of Power of Attorney is attached hereto.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber T.S.P. No. 1, folio 140, a Bond Record Book for Queen Anne's County.

Clerk of 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 Fourth day of June in the year nineteen hundred and fifty six.

T. SORDEN PIPPIN
Clerk

REPORT OF SALE
Filed June 4, 1956

CALVIN F. WILMER

vs.

CHARLES THOMAS BROWN

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4028

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by Thomas J. Keating, Jr., and Vachel A. Downes, Jr., Trustees, respectfully represents unto your Honors:

That pursuant to a decree of this Honorable Court passed on the 28th day of May, 1956, your Trustees did file in this cause a bond with corporate surety thereon in the penalty of Two Thousand Five Hundred Dolars ($2500.00) approved by the Clerk of this Court and conditioned for the faithful performance of the duties reposed in them by said decree and your Trustee do now report that the real estate described in these proceedings, consisting of a parcel of land in the Third Election District of Queen Anne's County, Maryland, and containing 2.31 acres of land, more or less, was sold at private sale unto Charles Thomas Brown in accordance with the terms and conditions of a written Contract of Sale heretofore filed in this cause with the Bill of Complaint and marked "Complainant's Exhibit No. 2", at and for the sum of Two Thousand Five Hundred Dollars ($2500.00).

Your Trustees further report that the purchaser has paid unto your Trustees the initial deposit of Two Hundred and Fifty Dollars ($250.00) as specified in the contract and they beleive said purchaser will, upon ratification of this sale as provided by the terms of the contract, pay unto said Trustees the balance of the purchase price of Two Thousand Two Hundred and Fifty Dollars ($2250.00), and your Trustees make this report in order to procure ratification of the sale as provided by the terms of the contract and as directed by the aforesaid decree of this Honorable Court.

The report states the amount of the sales to be Two Thousand Five Hundred Dollars ($2500.00)

Respectfully submitted,

THOS. J. KEATING, Jr.
Thomas J. Keating, Jr.

VACHEL A. DOWNES, Jr.
Vachel A. Downes, Jr.
Trustees

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

THIS IS TO CERTIFY that on this 4th day of June, 1956, beforeme, the Subscriber, the Clerk of the Circuit Court for Queen Anne's County in Equity, personally appeared Thomas J. Keating, Jr., and Vachel A. Downes, Jr., Trustees, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of their knowledge and belief and that the sale was fairly made.

T. SORDEN PIPPIN
Clerk

Filed June 4, 1956

NISI
Filed June 4, 1956

NISI

Calvin F. Wilmer and Mary Ellen Wilmer, his wife, individually and as next friends of Betty Brooks, infant,	)	IN THE CIRCUIT COURT
	)	FOR QUEEN ANNE'S COUNTY
VS.	)	IN EQUITY
	)	NO. 4028
Charles Thomas Brown	)	

ORDERED, this 4th. day of June, 1956, that the sale of real estate made and reported in this cause by Thos. J. Keating, Jr., and Vachel A. Downes, Jr., Trustees, be ratified and confirmed, on or after the 6th. day of July next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 14th. day of June 1956, and ending on the 28th. day of june 1956.

The report states the amount of sales to be "2500.00.

T. SORDEN PIPPIN Clerk

Filed: June 4, 1956

AUTHORIZATION TO FILE SUIT NUNC PRO TUNC Feb. 3, 1956
Filed June 8, 1956.

AUTHORIZATION

TO:
Thomas J. Keating, Jr.,
Vachel A. Downes, Jr.,
Attorneys

We do hereby authorize you to use the names of the undersigned as next friend of Betty Brooks, infant, in a suit to be instituted in the name of such infant in the Circuit Court for Queen Anne's County for the partition and sale of certain property in Spaniard's Neck, Third Election District of Queen Anne's County owned by the undersigned and said infant.

CALVIN F. WILMER
Calvin Wilmer

MARY ELLEN WILMER
Mary Ellen Wilmer

Filed June 8, 1956, nunc pro tunc Feb. 3, 1956

ORDER OF COURT DIRECTING TO FILE SUIT NUNC PRO TUNC Feb. 3, 1956
Filed June 13, 1956

Mr. Clerk:

File the above authorization, nunc pro tunc, February 3, 1956. among the Chancery Records of this Court in the cause entitled "Calvin F. Wilmer, et a., vs. Charles Thomas Brown", being Chancery 4028.

Dated - June 13, 1956.

Wm. R. HORNEY
Judge

Filed June 13, 1956

CERTIFICATE OF PUBLICATION OF NISI
Filed July 10, 1956

NISI

Calvin F. Wilmer and Mary Ellen
Wilmer, his wife, individually and as
next friends of Betty Brooks, infant,
vs.
Charles Thomas Brown

In the Circuit Court for
Queen Anne's County

In Equity
No. 4028

ORDERED, this 4th day of June, 1956, that the sale of real estate made and reported in this cause by Thos. J. Keating, Jr., and Vachel A. Downes, Jr., trustees, be ratified and confirmed, on or after the 6th day of July, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 14th day of June, 1956, and ending on the 28th day of June, 1956.

The report states the amount of sales to be $2500.00.

Filed: June 4,1956.

T. SORDEN PIPPIN, Clerk

True Copy

Test: T. SORDEN PIPPIN, Clerk

3t-6-28

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 6, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of Clavin F. Wilmer and Mary Ellen Wilmer, his wife vs. Charles Thomas Brown 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 6th day of July, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 14th day of June 1956, and the last insertion on the 28th day of June, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed July 10, 1956

FINAL ORDER OF RATIFICATION
Filed July 10, 1956

FINAL ORDER OF RATIFICATION

ORDERED, this 10th day of July, 1956, 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 Thomas J. Keating, Jr., and Vachel A. Downes, Jr., Trustees, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although Notice appears to have bee_ given as directed by the preceding Order Nisi; and said Trustees are allowed the usual commissions upon the sale of real estate and for all expenses, not personal, upon producing vouchers therefore to the Auditor.

Wm. R. HORNEY
Judge

Filed July 10, 1956

AUDIT
Filed Aug. 22, 1956

Calvin F. Wilmer, et al.
vs.
Charles Thomas Brown

In The Circuit Court For
Queen Anne's County In
Equity No. 4028

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors respectfully

sets forth:

1. That this account is stated at the request of Thomas J. Keating, Jr., and Vachel A. Downes, Jr., Trustees, who were duly appointed by this Court by its decree of May 28, 1956, to make the sale of the real estate and disburse the proceeds received therefrom.

2. That in the within account, the trustees are charged with the total proceeds of the real estate sold in these proceedings, and after allowing all expenses not personal, as per order of this court in its ratification of sale and also allowing said trustees their due commissions, the balance was disbuted in accordance with the aforesaid decree of this Court. The sum of $1850.00 representing expenditures for improvement of the real estate was directed to be paid to Calvin F. Wilmer and Mary Ellen Wilmer, his wife, in lieu of any payment to Lawrence M. Callahan and Marjorie Callahan, his wife, mortgagees, because the said mortgagees are not parties to this cause, and the balance was directed to be distributed to Betty Brooks, infant, and Calvin F. Wilmer and Mary Ellen Wilmer, his wife, as tenants by the entireties, according to their respective interests.

3. No inheritance taxes were deducted in this account since the deceased died more than four years prior to the filing of the bill in this cause and under Sec. 156, Art. 81, 1951 Annotated Code of Maryland, limitations on the debt apply.

Respectfully submitted,

J. THOMAS CLARK
Auditor

August 22, 1956.

Filed Aug. 22, 1956

Cause No. 4028

The proceeds of the sale of land reported in this cause, in account with Thomas J. Keating, Jr., and Vachel A. Downes, Jr., Trustees, appointed by this honorable Court to make the sale herein reported in these proceedings (and vendors of said land)

Cr.

1956
June 4 By gross proceeds of the sale of said land, per report of said vendors, to wit:.....$2,500.00

Dr.

To Thomas J. Keating, Jr., and Vachel A. Downes, Jr., trustees (and Vendors) for their commissions for making said sale, per order of court, to wit:...	$145.00	
To do., for court costs of this cause, per statement of the Clerk's exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk.....	$71.15	
Sheriff's fee of Queen Anne's County...	.95	
Costs of B. H. Turner, Examiner.....	10.00	
Appearance fee of Thomas J. Keating, Jr. and Vachel A. Downes, Jr., Attorneys...	10.00	
Appearance fee of Harry C. Butler, Atty.	10.00	102.10
To do., for an amount due Thos. J. Keating, Jr., Agent, for the premium on the corporate surety bond filed in this cause, per statement for same exhibited, to wit:.....		10.00
To do., for an amount due Queen Anne's Record-Observer for publishing the nisi of sale, per statement for same exhibited, to wit:.....		9.00
To do., for sellers share of 1956 taxes on the real estate sold in this cause and paid to Chas. E. Anthony, Sr., Treasurer, per receipt and statement exhibited, to wit:.....		10.82
To do., for costs of advertising the audit nisi to be passed as to this audit in Queen Anne's Record-Observer, the sum of.....		7.50
To J. Thomas Clark, auditor, for stating this audit, the sum of		27.00
To balance for distribution in accordance with decree of this court, the sum of		2188.58
	$2500.00	$2,500.00

August 22, 1956

J. THOMAS CLARK
Auditor

Cr.

By balance carried forward.....$2,188.58

Dr.

To Calvin F. Wilmer and Mary Ellen Wilmer, his wife, as reimbursement for their expenditures for the improvement of the real estate sold in these proceedings, per decree of May 28th, 1956, of this Court, the sum of.....	$1850.00	
To balance for distribution to respective owners of real estate sold in these proceedings, in accordance with their respective interest, the sum of.....	338.58	
	$2188.58	$2,188.58

Cr.

By balance carried forward for distribution to owners of real estate sold in this cause in accordance with their respective interest..... $338.58

Dr.

To Betty Brooks, infant, and one of the heirs-at-law of Ethel Green Brooks, deceased, a 2/9 interest or the sum of.....	$75.24	
To Calvin F. Wilmer and Mary Ellen Wilmer, his wife, as tenants by the entireties, under deed from Annie Goldsborough, et. al., dated March 9, 1953, recorded among the land records for Queen Anne's County in Liber T. S. P., No. 9, folio 308, the balance or a 7/9 interest or the sum of.....	263.34	
	$338.58	$338.58

August 22, 1956

J. THOMAS CLARK
Auditor

Filed Aug. 22, 1956

NISI RATIFICATION OF AUDIT
Filed August 22, 1956

NISI RATIFICATION OF AUDIT

Calvin F. Wilmer, et al.	In the Circuit Court
vs.	for Queen Anne's County
Charles Thomas Brown	In Equity
	Cause No. 4028

ORDERED, This 22nd. day of August in the year nineteen hundred and fifty six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th. day of September, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 7th. day of September, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed August 22, 1956.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed Sept. 19, 1956.

NISI RATIFICATION OF AUDIT

Calvin F. Wilmer, et al.
vs.
Charles Thomas Brown

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

Cause No. 4028

ORDERED, This 22nd day of August in the year nineteen hundred and fifty-six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of September, 1956; provided a copy of this order be published once a week

in each of two successive weeks before the 7th day of September, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed August 22, 1956.

True Copy

Test: T. SORDEN PIPPIN, Clerk

2t-8-30

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., September 19, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of Calvin F. Wilmer, et al. vs. Charles Thomas Brosn a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper and published at Centreville, in Queen Anne's County, Maryland, once a week for 2 successive weeks before the 7th day of September, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23rd day of August 1956, and the last insertion on the 30th day of August, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Sept. 19, 1956

FINAL RATIFICATION OF AUDIT
Filed Sept. 19, 1956

CALVIN F. WILMER, et. al. — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

CHARLES THOMAS BROWN — IN EQUITY

No. 4028

FINAL RATIFICATION OF AUDIT

ORDERED this 19th day of September, 1956, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and aforegoing 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 Order Nisi, and Thomas J. Keating, Jr., and Vachel A. Downes, Jr., Trustees, are hereby directed to apply the proceeds of the sale in accordance with and in the manner set forth in said Audit.

Wm. R. HORNEY
Judge

Filed Sept. 19, 1956

PETITION OF TRUSTEES
Filed Dec. 18, 1956

CALVIN F. WILMER, et. al. — IN THE CIRCUIT COURT FOR

vs. — QUEEN ANNE'S COUNTY

CHARLES THOMAS BROWN — IN EQUITY

No. 4028

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Thomas J. Keating, Jr., and Vachel A. Downes, Jr., Trustees, unto your Honors respectfully represents:

1. That by virtue of the Report and Account of the Auditor heretofore filed in this cause your Petitioners were directed to distribute the sum of Seventy-five Dollars and Twenty-four cents ($75.24) to Betty Warfield Brooks.

2. That Betty Warfield Brooks is referred to in said proceedings as an infant, and that no legal guardian has been appointed to administer her affairs.

3. That subsequent to the filing of said Report and Account of the Auditor, the said Betty Warfield Brooks did on the 2nd day of December, 1956, become eighteen (18) years of age, as will more fully appear from the Certificate of Birth Registration exhibited to the Court.

4. That your Petitioners are advised that they may now distribute the sum of Seventy-five Dollars and Twenty-four Cents ($75.24) directly to the said Betty Warfield Brooks, she being now of lawful age, and upon receiving from said distributee

a release acknowledging receipt of said sum, be thereafter discharged from all claims of the said Betty Warfield Brooks arising from said cause.

WHEREFORE, your Petitioners pray this Honorable Court to allow, permit and direct them to pay the aforesaid sum of Seventy-five Dollars and Twenty-four ($75.24) directly to the said Betty Warfield Brooks, and to be thereafter discharged from any claim or interest of the said Betty Warfield Brooks from any claim or interest arising from said cause.

And as in duty bound, etc.

THOS. J. KEATING, Jr.
Thomas J. Keating, Jr.

VACHEL A. DOWNES, Jr.
Vachel A. Downes, Jr.
Trustees

Filed Dec. 18, 1956

ORDER
Filed Dec. 18, 1956

ORDER

UPON THE AFOREGOING PETITION, it is thereupon this 18th day of December, 1956, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that Thomas J. Keating, Jr., and Vachel A. Downes, Jr., Trustees in said Cause, be and they are hereby directed to distribute and pay over directly unto Betty Warfield Brooks, now of lawful age, the sum of Seventy-five Dollars and Twenty-fours Cents ($75.24) being the distribution due her by the Report and Account of the Auditor filed herein; said Trustees to be thereafter released and discharged from any interest, claim or demand of the said Betty Warfield Brooks, or of those claiming by, from or under her arising from said cause.

Wm. R. HORNEY
Judge

Filed Dec. 18, 1956

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Sixth day of May, in the year nineteen hundred and fifty five, the following Bill of Complaint was brought to be recorded, to wit:-

QUEEN ANNE'S COUNTY WELFARE BOARD,
Centreville, Maryland, Complainant,

VS.

EDGAR JONES and DOROTHY JONES, his wife,
Chester, Maryland,
AUSTIN JONES and ANNA JONES, his wife,
Chester, Maryland,
EDITH COLLIER and HARMON COLLIER, her husband,
Queenstown, Maryland,
NELLIE THOMAS and EDWARD THOMAS, her husband,
Queenstown, Maryland,
JEANNE DeJESSA, Infant, Queenstown, Maryland,
CARROLL DeJESSA and FLORENCE DeJessa, his wife,
83 Denarest St., Newark, New Jersey,
EDNA DeJESSA, 83 Denarest St., Newark, New Jersey,
KENNETH DeJESSA, 120 Broadway, Newark, New Jersey,
Respondents.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

Cause No. 3993

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orator, Queen Anne's County Welfare Board by Richard T. Earle, its attorney, brings this suit for itself as well as for all other creditors of Samuel Washington Jones, who will come into this suit and contribute to the expense of same, complaining, says:

1. That your orator in the regular performance of its duty, under the laws of the State of Maryland, disbursed OLD AGE ASSISTANCE PAYMENTS to the said SAMUEL WASHINGTON JONES, in his life time, upon his application for same, at the times and in the amounts as set forth in an itemized statement thereof filed herewith amd prayed to be taken as a part hereof marked "Complainant's Exhibit No. 1" no part of any payments so made have every been repaid.

2. That the said Samuel Washington Jones, a resident of Queen Anne's County, Maryland, died intestate in the month of March, 1955, leaving surviving him the following heirs at law, to wit: The Defendants, Edgar Jones, Austin Jones and Edith Collier, children and the following grand children, children of a daughter, who predeceased him, to wit: Nellie Thomas, Jeanne DeJessa, Infant, Carroll DeJessa, Edna DeJessa, and Kenneth DeJessa: That the Defendant Edgar Jones is married to the Defendant, Dorothy J_nes, and they reside at Chester, Maryland, the Defendant, Autin Jones is married to Anna Jones and they reside at Chester, Maryland; the defendant, Edith Collier is married to the Defendant, Harman Collier and they reside at Queenstown; the Defendant Jeanne DeJessa, is an infant under 21 year of age, and she resides at Queensrown, Maryland; the Defendant Carroll DeJessa is married to the Defendant., Florence DeJessa and they and the Defendant, Edna DeJessa reside at 83 Denarest St.,; that the Defendant, Kenneth DeJessa reside at 120 Broadway, Newark, New Jersey.

3_ That the said Samuel Washington Jones left a personal estate of little, if any value, but he died seized and possessed of valuable real estate consisting of a lot of land, about one half of an acre, situate, lying and being in Crab Alley Neck, in the Fourth Election District of Queen Anne's County, Maryland, improved by a dwelling house and other improvements, being the same land, with the exception herein noted, which was devised to the said Samuel Washington Jones by his father, Samuel L. Jones, by his last Will and Testament, duly probated before The Orphans' Court for Queen Anne's County and recorded in Liber F.R. No. 2, follo 226 & etc., a Will Record Book for Queen Anne's County, by Item 3 of said Will, a certified copy of which Will marked "Complainant's Exhibit No. 2" and prayed to taken as a part hereof. Save and exception from said devise all of that lot or part of land granted and conveyed by the said Samuel Washington Jones et al., to Robert F. Kress and Lillie Kress, his wife, by deed dated May 11th., 1946, and recorded in Liber A.S.G. Jr. No. 13, folio 554, a Land Record Book for Queen Anne's County, a certified copy of which deed is filed herewith and prayed to be taken as a part hereof.

TO THE END:
1st., That a Trustee be appointed by this Honorable Court to make sale of said real estate or so much thereof as may be necessary to pay the claim of your orator and all other creditors of Samuel Washington Jones, who will come in and contribute to the expenses of this suut.

2nd. That the said Trustee shall first pay all expenses incident to said sale, secondly, to pay the claim of your orator and all other creditors of Samuel Washington Jones who will come and contribute to the expenses of this suit, third to pay the balance of said proceeds of sale to whosoeveer entitled.

And as in duty bound & etc.,

RICHARD T. EARLE
Atty. for Complainant.

Filed May 6, 1955

EXHIBIT NO. 1
Filed May 6, 1955

Samuel Washington Jones
Chester, Maryland

To: Queen Anne's County Welfare Board, Dr.

The Queen Anne's County Welfare Board, upon the application of Samuel Washington Jones,

rendered financial assistance to the said Samuel Washington Jones, in the amounts at the times as herein stated, to Wit:

1941			
May - December	8 months @	$ 7.00	$- 56.00
1942			
January - March	3 months @	7.00	21.00
April - December	9 months @	10.00	90.00
1943			
January - June	6 months @	10.00	60.00
July - September	3 months @	20.75	62.25
October	1 month @	5.75	5.75
November - December	2 months @	20.75	41.50
1944			
January - April	4 months @	20.75	83.00
May	1 month @	23.50	23.50
June - September	4 months @	21.50	86.00
October - December	3 months @	25.75	77.25
1945			
January - April	4 months @	25.75	103.00
May - October	6 months @	25.25	151.50
November - December	2 months @	26.00	52.00
1946			
January - December	12 months @	26.00	312.00
1947			
January - June	6 months @	27.36	164.16
July - December	6 months @	26.98	161.88
1948			
January - September	9 months @	26.98	242.82
October	1 month @	31.39	31.39
November - December	2 months @	33.22	66.44
1949			
January - May	5 months @	33.22	166.10
June - December	7 months @	31.22	218.54
1950			
January - December	12 months @	31.22	374.64
1951			
January - July	7 months @	33.22	232.54
August - November	4 months @	35.39	141.56
December	1 month @	37.39	37.39
1952			
January - December	12 months @	37.39	448.68
1953			
January - October	10 months @	37.39	373.90
November - December	2 months @	40.21	80.42
1954			
January - December	12 months @	40.21	482.52
1955			
January - February	2 months @	40.21	80.42
			$ 4528.15

Filed May 6, 1955

EXHIBIT NO. 2
Filed May 6, 1955

In the name of God, Amen. I Samuel L. Jones of Kent Island, Queen Anne's County, State of Maryland, being in ordinarily good health of body, and of sound and disposing mind, memory and understanding, considering the certainty of death, and the uncertainty of the time thereof, and being desirous to settle my wordly affairs, and thereby be the better prepared to leave this world, when it shall please God to call me hence, do therefore make and publish this, my last will and testament, in manner and form following, that is to say:

First and principally, I commit my soul into the hands of Almighty God my body to the Earth to be decently buried at the discretion of my Executrix, hereafter named herein, and after my debts and funeral expenses are paid, I devise and bequeath as follows,

Item. 1st I give and bequeath to my dear wife Susan Catharine Jones, all of my property of all kinds, both personal and real, for the period of her natural life or until she again remarries in which event her interest ceases to exist, except her dower, which she will be entitled to under the laws of the State. And in the event of her death, or in the event of her re-marriage I will and bequeath as follows: 2" To my son Leonard Harrison Jones I will and bequeath the house and lot where he now resides with an additional amount of land adjoining to make one acre.

3rd. To my son Samuel Washington Jones I will and devise, the house and lot of ground where he now resides, with an additional amount of land adjoining to make one Acre.

4" To my daughter Mary Aviline Thomas The House and lot where she and her husband now resides, with an additional amount of land adjoining to make one acre.

5th. To my daughter Mamie Belle Marshall the house and lot where she and her husband now resides with an additional amount of land adjoining to make one acre.

6" To my daughter Lucy Sidney Jones, The house and lot where I now reside being my home residence and appertinances thereto attached, with an additional amount of land adjoining to make one acre.

7" To my daughter Clarie Lavenia Thomas the house and lot known as the George A. Gardner house and lot now occupied by James T. Thompson, and an additional amount of land ad-

joining to make one acre.

8" To my wife Susan Catharine Jones I will and bequeath in fee simple the House and lot known as the Wm. W. Thompson purchased by Deed by me, from the said Wm. W. Thompson containing a dwelling and about 1/2 of an acre of land more or less.

9" It is further my will that in case that any of my children, or either of them, should die leaving no issue, then the property hereby devised to him, her, or them, as the case may be shall revert to the other heirs of my estate to be divided equally between the surviving heirs, share and share alike. And it is further my will that in the event of the death of any or either of my children, then the property hereby devised and bequeathed, shall at once descend to their children if any, and if not then to the remaining heirs in equal parts, share and share alike.

10" I will and bequeath to my other two, and remaining children, Benjamin F. Jones and James E. Jones after my wife's death or should she re-marry, the balance of my real estate containing about eight acres of land more or less being unimproved with buildings, to be equally divided between the said Banjamin F. Jones and James E. Jones, the said Benjamin F. Jones taking as his part, the land adjoining him, and James E. Jones as his part the land adjoining him, and after their death the land hereby devised, to go to their children if any, and if not then to the balance of my heirs, share and share alike.

And Lastly, I do hereby constitute and apoint my dear wife Susan Catharine Jones to be sole Executrix of this my last will and testament, revoking and annulling all former wills by me heretofore made, ratifying and confirming this and none other to be my last will and testament.

In testimony Whereof I hereto set my hand and seal this 27" day of Jan. 1900

SAMUEL L. JONES (Seal)

Signed, Sealed, published and declared by the above named Samuel L. Jones as, and for his last will and testament in our presence, who at his request and in his presence, and in the presence of each other have hereto set our hands as Witnesses thereto.

(John O. Phillips.
(
(John M. Dorsett.
(
(James A. Roe.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT.:) Then came John O. Phillips subscribing witness to the a-
) foregoing last Will and Testament of Samuel L. Jones late
16 day of July A.D., 1901) of the County aforesaid, deceased, and in the presence of Almighty God he did solemnly promise or declare, with unlifted hand, in due form of law, that he did see the testator therein named, sign and seal the said Will; that he heard him publish, pronounce and declare the same to be his last Will and testament, and that at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding, and that he, together with John M. Dorsett and James A. Roe the other 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.

Cert: per FINLEY ROBERTS
Register of Wills for Queen Anne's County, Md.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT.:) Then came J. M. Dorsett & Jas. A. Roe, subscribing witness-
) es to the aforegoing last Will and Testament of Samuel L
16 day of July A.D., 1901) Jones 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 that they, together with John O. Phillips the other subscribing witness, 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.

Cert: per FINLEY ROBERTS
Register of Wills for Queen Anne's County, Md.

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

July 16, 1901

The aforegoing last will and Testament of Samuel L. Jones, deceased was duly examined and approved by Court and the same ordered to be received filed and recorded.

FINLEY ROBERTS
Reg. of Wills

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 aforegoing is a true copy of the Last Will and Testament of SAMUEL L. JONES, late of Queen Anne's County, deceased, as filed and passed in this office on July 16th, 1901 and recorded in Liber F. R. No. 2 Folio 226, etc. 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 22nd day of April 1955.

Orphan's Court Seal.

E. CLYDE WALLS
Register of Wills for Queen Anne's County, Maryland

Filed May 6, 1955

CERTIFIED COPY OF DEED
Filed May 6, 1955

::
#24,169. 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 Eleventh day of May, in the year nineteen hundred and forty six, the following Deed and Plat was brought to be recorded, to wit:-

One-Fifty Cent and One-Five Cent
Int. Rev. Stamps. Endorsed J P S

One-Twenty Cent Recordation Tax
Stamps. Endorsed J P S

T H I S D E E D, made this 11th day of May, in the year nineteen hundred and forty-six, by Samuel Washington Jones and Lottie Jones, his wife, Austin Jones and Anna Jones, his wife, Edith Collier and Harmon Collier, her husband, and Edgar Jones and Dorothy Jones, his wife, all of Queen Anne's County, Maryland.

WITNESSETH: That, in consideration of the sum of Ten Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Samuel Washington Jones and Lottie Jones, his wife, Austin Jones and Anna Jones, his wife, Edith Collier and Harmon Collier, her husband, and Edgar Jones and Dorothy Jones, his wife, do hereby grant and convey unto Robert F. Kress and Lillie Kress, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, being a part of the lands known as "The Samuel L. Jones Property", and being a part of a tract of land called "Broad Oak", situate, lying and being in Crab Alley Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, in or near the village of Dominion, and located on the east side of Crab Alley Creek, bounded on the north by the lands of S. Earl Long, on the east by the lands now of Amy Brown, on the south by other lands of Samuel Washington Jones, and on the west by the waters of Crab Alley Creek, and which lot hereby conveyed is more particularly described as follows, to wit:

BEGINNING for the same at a large corner post in the northeast corner of the land hereby conveyed where it corners with the lands of S. Earle Long and the lands of Amy Brown, and running thence with the lands of S. Earle Long in a straight line in a westerly direction a distance of one hundred and thirty-three (133) feet, more or less, to a point on the east side of a 15 foot private road leading to the dwelling house of the said Samuel Washington Jones; thence continuing still in a westerly direction and with the lands of S. Earle Long from a point on the west side of said private road, (which point is 15 feet west and opposite the end of the first line above mentioned), a distance of one hundred and one (101) feet, more or less, to the waters of Crab Alley Creek; thence running parallel with said Creek and at right angles to the second or preceding line in a straight line in a southerly direction a distance of ninety-five (95) feet, more or less, to a point at the other lands of the said Samuel Washington Jones at the edge of said Crab Alley Creek; thence running in an easterly direction in a straight line with the north line of the other lands of Samuel Washington Jones a distance of one hundred and one (101) feet, more or less, to the west side of the aforesaid private road; thence continuing still in an easterly direction and with the other lands of the said Samuel Washington Jones from a point on the east side of said private road, (which point is 15 feet east of and opposite the end of the preceding line), a distance of one hundred and thirty-three (133) feet, more or less, to the west line of the Amy Brown lands; and thence with the Amy Brown lands in a northerly direction in a straight line a distance of ninety-five (95) feet, more or less, to the place of beginning, containing One-half (½) of an Acre of land, more or less, the property herein intended to be conveyed having an uniform width throughout of ninety-five (95) feet, and entending from the waters of Crab Alley Creek to the west line of the Amy Brown property, excepting from this conveyance the aforesaid 15 foot private roadway leading as aforesaid to the dwelling house of the said Samuel Washington Jones through the property hereby conveyed. See plat sketch attached to and recorded with this deed.

Being the northern half portion of the lot of land devised unto the said Samuel Washington Jones by the Third (3rd) Item of the Will of Samuel L. Jones, which will is dated January 27th, 1900, probated July 16th, 1901, and recorded in Liber F.R. No. 2, folio 226, etc., a Will Record Book for Queen Anne's County aforesaid; and being part of the property conveyed unto Samuel L. Jones by David Jones, and others, by deed dated May 31st, 1873, and recorded among the land records of Queen Anne's County in Liber J. W. No. 4, folio 140; See also Liber M.B. No. 1, folio 151, a land record book for Queen Anne's County aforesaid.

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

TO HAVE AND TO HOLD the above granted property unto the said Robert F. Kress and Lillie Kress, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple.

AND the said Samuel Washington Jones; Austin Jones, Edith Collier and Edgar Jones (children of the said Samuel Washington Jones being the last three parties) do hereby covenant that they will warrant specially the above described property, and

that they will execute such further assurances of said land as may be requisite.

AS WITNESS the hands and seals of the Grantors.

TEST as to all
Grantors:-

PAUL B. SMITH
Paul B. Smith

TEST as to all
Grantors:-

PAUL B. SMITH
Paul B. Smith

SAMUEL WASHINGTON JONES (SEAL)
Samuel Washington Jones

LOTTIE N. JONES (SEAL)
Lottie Jones

AUSTIN JONES (SEAL)
Austin Jones

ANNA JONES (SEAL)
Anna Jones

EDGAR O. JONES (SEAL)
Edgar Jones

EDITH COLLIER (SEAL)
Edith Collier

HARMON COLLIER (SEAL)
Harmon Collier

DOROTHY JONES (SEAL)
Dorothy Jones

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:-

I HEREBY CERTIFY, that on this 11th day of May, 1946, before the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Samuel Washington Jones and Lottie Jones, his wife, Austin Jones and Anna Jones, his wife, Edith Collier and Harmon Collier, her husband, and Edgar Jones and Dorothy Jones, his wife, the Grantors above named, and each acknowledged the aforegoing DEED to be their respective act.

Witness my hand and notarial seal.

PAUL B. SMITH
Paul B. Smith
Notary Public.

Notary
Public
Seal.

My commission expires: May 5th, 1947

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the aforegoing was truly taken and copied from Liber A.S.G. Jr. No. 13, 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 Sixth day of May in the year nineteen hundred and fifty five.

Circuit Court Seal.

T. SORDEN PIPPIN
Clerk.

ORDER OF PUBLICATION
Filed May 6, 1955

ORDER OF PUBLICATION.

QUEEN ANNE'S COUNTY WELFARE BOARD,
Centreville, Maryland, Complainant,
vs.
EDGAR JONES and DOROTHY JONES, his wife,
Chester, Maryland,
AUSTIN JONES and ANNA JONES, his wife,
Chester, Maryland,
EDITH COLLIER and HARMON COLLIER, her husband,
Queenstown, Maryland.
NELLIE THOMAS and EDWARD THOMAS, her husband,
Queenstown, Maryland,
JEANNE DeJESSA, Infant, Queenstown, Maryland,
CARROLL DeJESSA and FLORENCE DeJessa, his wife,
83 Denarest St., Newark, New Jersey,
EDNA DeJESSA, 83 Denarest St., Newark, New Jersey,
KENNETH DeJESSA, 120 Broadway, Newark, New Jersey,
Respendents.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY.

Cause No. 3993

The object of this suit is to secure a decree for the sale of the real estate of which Samuel Washington Jones died seized and possessed or so much thereof as may be necessary to pay the claim of the complainant and all other creditors of the said Samuel Washington Jones who will come in and contribute to the expenses of this suit.

The Bill of Complainant states that Sammul Washington Jones died intestate in March 1955, leaving a personal estate of little, if any, value, but died seiz-

ed and possessed of about one half acre of land, with improvements thereon in Crab Alley Neck in the Fourth Election District of Queen Anne's County, indebted to the Complainant in the sum of $4,528.15, for payments made to him under The Old Age Assistance Act, leaving surviving him the following heirs-at-law, to wit: Children, Edgar Jones, Austin Jones and Edith Collier, and the the following grand-children, children of a deceased daughter, to wit: Nellie Thomas, Carroll DeJessa, Jeanne DeJessa, Infant, Edna DeJessa and Kenneth DeJessa, that the said Carroll DeJessa and Florence DeJessa, his wife, Edna DeJessa and Kenneth DeJessa are non-residents of the State of Maryland.

IT IS THEREUPON this 6th day of May, 1955, by The Circuit Court for Queen Anne's County, in Equity, ORDERED that notice be given by inserting a copy of this Order in some newspaper printed and published in Queen Anne's County, once a week for four successive weeks before the 11th day of June, 1955, warning the said Carroll DeJessa, Florence DeJessa, Edna DeJessa and Kenneth DeJessa, non-residents of the State of Maryland, to be and appear in this Court, in person or by solicitor, on or before the 27th day of June, 1955, to show cause, if any they may have, why the relief prayed in said Bill of Complaint should not be granted, and to abide by and perform such Order or Decree as may be passed in the premises.

T. SORDEN PIPPIN
Clerk.

SUBPOENA FOR EDGAR AND DOROTHY JONES AND RETURN
Filed May 17, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Circuit Court Seal. QUEEN ANNE'S COUNTY, TO WIT:

TO Edgar Jones and Dorothy Jones
Chester, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Queen Anne's County Welfare Board, Centreville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd day of May, 1955.

Issued the 6th day of May, 1955.

TO THE DEFENDANT (S):

Your are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name Richard T. Earle T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:

Defendant summoned by reading subpoena to them, and leaving copy of subpoena, and bill of complaint with them this 16 day of May 1955.

LOUIE F. ROCKEMANN, Jr.
Chief Deputy Sheriff

SUBPOENA FOR AUSTIN AND ANNA JONES
Filed May 17, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

QUEEN ANNE'S COUNTY, TO WIT:

Circuit Court Seal.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Queen Anne's County Welfare Board, Centreville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd day of May, 1955.

Issued the 6th day of May, 1955.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's

Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name Richard T. Earle T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:-

Defendants summoned by reading subpoena to them and leaving copy of subpoena and bill of complaint with each of them this 16 day of May 1955.

LOUIE F. ROCKEMANN, Jr.
Deputy Sheriff

SUBPOENA FOR EDITH AND HARMON COLLIER
Filed May 17, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Circuit Court Seal QUEEN ANNE'S COUNTY, TO WIT:

TO Edith Collier and Harmon Collier
Queenstown, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Queen Anne's County Welfare Board, Centreville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd day of May, 1955.

Issued the 6th day of May, 1955.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name RICHARD T. EARLE T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:-

Defendants summoned by reading subpoena to them, and leaving copy of subpoena and bill of complaint with each of them this 16 day of May 1955.

LOUIE F. ROCKEMANN, Jr.
Deputy Sheriff

SUBPOENA FOR NELLIE AND EDWARD THOMAS
Filed May 17, 1955.

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Circuit Court Seal. QUEEN ANNE'S COUNTY, TO WIT:

TO Nellie Thomas and Edward Thomas
Queenstown, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Queen Anne's County Welfare Board, Centreville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm.R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd day of May, 1955.

Issued the 6th day of May, 1955.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's

Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name Richard T. Earle — T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the following is the following endorsement, to wit:-

Defendants summoned by reading subpoena to them, and leaving copy of subpoena, and bill of complaint with each of them this 16 day of May 1955.

LOUIE F. ROCKEMANN, Jr.
Sheriff Q.A.Co.

SUBPOENA FOR Jeanne DeJessa, Infant
Filed May 17, 1955

(EQUITY SUBPOENA)

THE STATE OF MARYLAND

Circuit Court Seal. — QUEEN ANNE'S COUNTY, TO WIT:

TO Jeanne DeJessa, Infant
Queenstown, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of June next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Queen Anne's County Welfare Board, Centreville, Maryland against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable Wm. R. Horney, Chief Judge of the Second Judicial Circuit of Maryland, the 2nd day of May, 1955.

Issued the 6th day of May, 1955.

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant (s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Name Richard T. Earle — T. SORDEN PIPPIN, Clerk

Address Centreville, Maryland

And on the back of the aforegoing is the following endorsement, to wit:-

Defendant summoned by reading subpoena to her and leaving copy of subpoena and bill of compalint with her, and also leaving copy of subpoena and bill of complaint with Mrs. Nellie Thomas (sister) this 16 day of May 1955.

LOUIE F. ROCKEMANN, Jr.
Deputy Sheriff

PETITION TO FILE AN AMENDED BILL OF COMPLAINT AND ORDER OF PUBLICATION.
Filed July 7, 1955

QUEEN ANNE'S COUNTY WELFARE BOARD, — IN THE CIRCUIT COURT FOR QUEEN

VS. — ANNE'S COUNTY, IN EQUITY.

EDGAR JONES et al. — Casue No. 3993.

PETITION TO FILE AN AMENDED BILL OF COMPLAINT AND ORDER OF PUBLICATION, BASED THEREON.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Complainant by Richard T. Earle, its attorney, to your Honors respectfully shows:

1. That since the filing of the Bill of Complaint in this cause, the following facts have come to the attention of your petitioner, to wit: (1) that the Defendant, Edna DeJessa is now married to Valerice Carmichi, and that they reside at 184 Avone Ave., Newark, New Jersey

(2). That Carroll DeJessa and Kenneth DeJessa, Defendants, are in the military services of the United States and that Florence DeJessa, wife of Carroll DeJessa resides at New-

ark, New Jersey

Therefore your Petitioner craves leave of the Court to file an Amended Bill of Complaint and amended Order of Publication setting forth the married name of Edna DeJessa instead of her maiden name, and making Carmichi, a party Defendant to this cause; and also setting forth that the Defendants Carroll DeJessa and Kenneth DeJessa are in the iilitary services and othe United States and that Florence DeJessa, wife of Carroll DeJessa resides at

Respectfully submitted

RICHARD T. EARLE
Atty. for Complainant.

Filed July 7, 1955

ORDER OF COURT
Filed July 8, 1955.

ORDER OF COURT.

The aforegoing petition having been read and considered, IT IS THEREUPON this 8th day of July, 1955, ORDERED that the Complainant be and it is hereby granted leave to file an amended Bill of Complaiant and an Amended Order of Pub;ication as prayed in the aforegoing petition.

Wm. R. HORNEY
Judge.

Filed July 8, 1955

AMENDED BILL OF COMPLAINT
Filed July 8, 1955.

QUEEN ANNE'S COUNTY WELFARE BOARD,
Centreville, Maryland, Complainant,

VS.

EDGAR JONES and DOROTHY JONES, his wife,
Chester, Maryland
AUSTIN JONES and ANNA JONES, his wife,
Chester, Maryland,
EDITH COLLIER and HARMON COLLIER, her husband,
Queenstown, Maryland,
NELLIE THOMAS and EDWARD THOMAS, her husband,
Queenstown, Maryland,
JEANNE DeJESSA, Infant, Queenstown, Maryland,
CARROLL DeJESSA 83 Donarest St., Newark New Jersey,
FLORENCE DeJESSA, his wife, 83 Denarets St., Newark, N. J.
EDNA CARMICHI and VALERICE CARMICHI, HER HUSBAND,
18r Avone Ave., Newark, New Jersey,
KENNETH DeJESSA, 120 Broadway, Newark, New Jersey,
Defendants.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, IN EQUITY

Cause No. 3993.

AMENDED BILL OF COMPLAINT.

That leave of Court first being had, the complainant files this Amended Bill.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, Queen Anne's County Welfare Board by Richard T. Earle, its attorney, brings this uit for itself as well as for all other creditors of Samuel Washington Jones, who will come into this suit and contribute to the expense of same, complaining, says:

1. That your orator in the regular performance of its duty, under the laws of the State of Maryland, disbursed OLD AGE ASSISTANCE PAYMENTS to the said Samuel Washington Jones, in his life time, upon his application for same, at the tiies and in the amounts as set forth in an itemized statemnt thereof filed herewith and prayed to be taken as a part hereof marked "Complainant's Exhibit No. 1", no part of any payment so made has ever been repaid.

2. That the said Samuel Washington Jones, a resident of Queen Anne's County, Maryland, died intestate in the month of March, 1955, leaving surviving him the following heirs-at-law, to wit: The Defendants, Edgare Jones, Austin Jones and Edith Collier, Children, and the following grand-children, children of a daughter, who predeceased him, to wit: Nellie Thomas, Jeanne DeJessa, Infant, Carroll DeJessa, Edna Carmichi and Kenneth DeJessa: That the Defendant Edgar Jones is married to Dorothy Jones, and they reside at Chester, Maryland; that the Defendant Austin Jones is Married to the defendant, Anna Jones, and they reside at Chester, Maryland; that the Defendant, Edith Collier is married to the Defendant Harmon Collier and they reside at Queenstown, Maryland, That Jeanne De.Jessa is an infant under 21 years of age and resides at Queenstown, Maryland; That the Defendnts, Carroll DeJessa was from Newark, N. J., but is now in the military services of the United States and is married to the Defendant, Florence DeJessa, who resides in Newark New Jersey; that Kenneth DeJessa resided in Newark, New Jersey and is now in the Military Services of the Unites States; that the Defendant Edna Carmichi is married to the Defendant, Valerice Carmichi and they reside at 184 Avone Ave., Newark, New Jersey.

3. That the said Samuel Washongton Jones left a personal estate of little, if any value, but he died seized and possessed of valuable real estate, that no letters of administration have been taken out on his estate, that said real estate consist of about one half

acre of land situate, lying and being in Crab Alley Neck in the Fourth Election District of Queen Anne's County, Maryland, improved by a dwelling house and other improvements, being the same land with the exception herein noted, devised to him by his father, Samuel L. Jones by his last will and testament, duly probated before The Orphans Court for Queen Anne's County and recorded in Liber F.R. No. 2, folio 226 & etc., a Will Record Book for Queen Anne's County, by Item 2 od said Will, a certified copy of which Will marked "Complainant's Exhibit No. 2" is filed herewith and prayed to be taken as a part hereof; saving and excepting from said devise all of that lot or part of a lot granted and conveyed by the said Samuel Washington Jones to Robert F. Kress and Lillie Kress, his wife, by deed dated May 11th., 1946 and recorded in Liber A.S.G. Jr. No. 13, folio 554 & etc. a Land Record Book for Queen Anne's County, a certified copy of which deed marked "Complainant's Exhibit No. 3, is filed herewith and prayed to be made a part hereof.

TO THE END:

1st. That a trustee be appointed by this Honorable Court to make sale of said real estate or so much thereof as may be necessary to pay the claim of your orator and all other creditors of Samuel Washington Jones, who will come in and contribute to the expense of this suit:

2nd. That the said Trustee shall out of said proceeds of sale first pay all expenses incident to said sale, secondly shall pay all claims filed in accordance with their legal priority and the balance, if any there be, to the heirs of Samuel Washington Jones or whoever entitled to the same.

And as in duty bound & etc.,

RICHARD T. EARLE
Atty. for Complainant.

Filed July 8, 1955

AMENDED ORDER OF PUBLICATION
Filed July 8, 1955

AMENDED ORDER OF PUBLICATION.

Queen Anne's County Welfare Board,
Centreville, Maryland, Complainant,

VS.

Edgar Jones and Dorothy Jones, his wife,
Chester, Maryland,
Austin Jones and Anna JJones, his wife,
Chester, Maryland,
Edith Collier and Harmon Collier, her husband,
Queenstown, Maryland,
Nelie Thomas and Edward Thomas, her husband,
Queenstown, Maryland,
Jeanne DeJessa, Infant, Queenstown, Maryland,
Carroll DeJessa, Military Service of the United States,
Florence De.Jessa, wife of Carroll De.Jessa
Newark, New Jersey
Edna Carmiche and Valerice Carmiche, her husband,
Newark, New Jersey
Kenneth De.Jessa, Military Service of the United States.

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

Cause #3993

The object of this suit is to secure a decree for the sale of the real estate of which Samuel Washington Jones died seized and possessed or so much thereof as may be necessary to pay the claim of the complainant and all other creditors of the Samuel Washington Jones who will come in and contribute to the expense of this suit.

The Amended Bill of Complaint states that Samuel Washington Jones died intestate in March 1955, leaving a personal estate of little if any value, but seized and possessed of about one half acre of land, with improvements thereon in Crab Alley Neck in the Fourth Election District of Queen Anne's County, State of Maryland, and indebted to the Complainant in the sum of $4,528.15 for payments made to him under The Old Age Assistance Act; leaving surviving him the following heirs-at-law, to wit: Children, Edgar Jones, Austin Jones and Edith Collier, and the following grand-childrenchildren of a deceased daughter, to wit: Nellie Thomas, Carroll DeJessa, Jeanne DeJessa, Infant, Edna Carmiche and Kenneth DeJessa. That the said Carroll Dejessa and Kenneth are in the Military Services of the United States, and are non-residents of the State of Maryland, that Edna Carmiche is a non-redent of the State of Maryland.

IT IT THEREUPON this 8th. day of July, 1955, by The Circuit Court for QueenAnne's County, in Equity, ORDERED that notice be given by inserting a copy of this Order in some newspaper printed and published in Queen Anne's County, once a week for four successive weeks before the 12th. day of August, 1955, warning the said Carroll DeJessa anf Florence DeJessa, his wife, Edna Carmiche and Valerice Carmiche, her husband, and Kenneth DeJessa, non-residents of the State of Maryland to be and appear, either in person or by solicitor, in this Court, on or before the 29th. day of August, 1955, to show cause, if any they or any of them have, why the relief prayed in said Bill of Complaint should not be granted, and to abide by and perform any Order or Decree as may be passed in the premises.

T. SORDEN PIPPIN
Clerk.

Filed July 8, 1955

PETITION FOR APPOINTMENT FOR GUARDIAN AD LITEM FOR JEANNE DeJESSA, INFANT
Filed July 15, 1955.

QUEEN ANNE'S COUNTY WELFARE BOARD,

VS.

EDGAR JONES ET AL.

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

Cause No. 3993.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the Complainant by Richard T. Earle, its attorney, to your Honors respectfully shows:

1. That Jeanne DeJessa, one of the Defendants in this Cause, is an Infant under 21 years of age; that she has been duly summoned, a copy of the subpoena and Bill of Complaint left with her, and that also a copy of said Bill of Complaint has been left with Nellie Thomas, a sister, with whom she makes her home.

Wherefore your Complainant prays that a Guardian Ad Litem by appointed to appear for said Infant, Jeanne DeJessa and file an answer for her.

Respectfully submitted.

RICHARD T. EARLE
Atty. for Complainant.

Filed July 15, 1955

ORDER OF COURT
Filed July 15, 1955.

ORDER OF COURT.

Upon the aforegoing petition, it is hereby ordered, this 15th day of July, 1955 that James E. Thompson, Jr., be and he is hereby appointed Guardian Ad Litem for the Infant Defendant, Jeanne DeJessa, and he shall file an answer to said Bill of Complaint on her behalf.

Wm. R. HORNEY
Judge.

Filed July 15, 1955.

ANSWER AND AFFIDAVIT OF SERVICE
Filed August 22, 1955

QUEEN ANNE'S COUNTY WELFARE BOARD

VS.

EDGAR JONES, et al.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY IN
EQUITY No. 3993

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The Defendants, Edgar Jones, Dorothy Jones, Austin Jones, Anna Jones, Edith Collier, Harmon Collier, Nellie Thomas, Edgare Thomas, Carol DeJessa, Florence DeJessa, Edna Carmichi, Valerice Carmichi, and Kenneth DeJessa, by James E. Thompson, Jr., their Attorney, for joint and several answer to the Amended Bill of Complaint say:

1. The defendants neither admit nor deny the allegations of paragraph one, but state that they have no knowledge thereof.

2. That the defendants admit the matters and facts set forth in paragraph number two.

3. That the defendants neither admit nor deny the allegations in paragraph number three, but demand strict proof thereof.

And as in Duty Bound, etc.

JAMES E. THOMPSON, Jr.
James E. Thompson, Jr.
Attorney for Defendants

I HEREBY CERTIFY that a copy of the aforegoing answer was served on Richard T. Earle, Esquire, Attorney for Complainant, by leaving a copy thereof at his law office in Centreville, Maryland, this 22 day of Aug., 1955.

JAMES E. THOMPSON, Jr.
James E. Thompson, Jr.
Attorney for Defendants

Filed Aug. 22, 1955.

ANSWER AND AFFIDAVIT OF SERVICE
Filed Aug. 22, 1955

QUEEN ANNE'S COUNTY WELFARE BOARD	X	IN THE
VS.	X	CIRCUIT COURT
EDGAR JONES, et al	X	FOR
	X	QUEEN ANNE'S COUNTY
	X	IN EQUITY No. 3993

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Jeanne DeJessa, Infant, by James E. Thompson, Jr., her Guardian ad Litem, appointed by order of this Honorable Court, to the amended Bill of Complaint filed in this cause, says:

That the Defendant, Jeanne DeJessa, being an infant, neither admits nor denies the allegations set forth in said Amended Bill of Complaint; but submits her rights to the protection of this Honorable Court.

And as in Duty Bound, etc.

JAMES E. THOMPSON, Jr.
James E. Thompson, Jr.
Guardian ad Litem

I HEREBY CERTIFY that a copy of the aforegoing answer was served on Richard T. Earle, Esq., Attorney for Complainant, by leaving a copy thereof at his law office in Centreville, Maryland, this 22 day of Aug, 1955.

JAMES E. THOMPSON, Jr.
James E. Thompson, Jr.

Filed Aug. 22, 1955

DEPOSITIONS
Filed Nov. 2, 1955

QUEEN ANNE'S COUNTY WELFARE BOARD, Centreville, Maryland, COMPLAINANT	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
EDGAR JONES, ET AL, RESPONDENTS.	:	CAUSE NO. 3993

: : : : : : : :

The Solicitor for the Plaintiff, B. Hackett Turner, Jr., having notified the subscriber, one of the regular Examiner's for this Honorable Court, of his desire to take testimony in this case, your Examiner did attend on the 28th day of October, 1955, in the Law Office of J. Elmer Thompson, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 2:00 o'clock P.M.; and being present Austin Jones, Mrs. Harmon Collier, two of the Defendants, and their attorney, J. Elmer Thompson, Esq., Mary H. Davis, Director of Queen Anne's County Welfare Board, Plaintiff, and your Examiner, proceeded to take the following testimony, to wit:

VACHEL A. DOWNES, Jr.
Examiner

Filed Nov. 2, 1955

Mrs. Harmon Collier, the first witness, of lawful age produced on the part of the Plaintiff being duly sworn and examined did depose and say:

Questions by Mr. Turner:

Q. Please state your name, address, age and occupation?

A. 60, housewife, Edith Collier, Queenstown, Maryland.

Q. Did you know Samuel Washington Jones?

A. Yes

Q. If so, how long did you know him?

A. All my life.

Q. Are you related to Samuel Washington Jones and if so, what is your relationship?

A. Daughter

Q. Do you know whether Samuel Washington Jones is living or dead and if dead when did he die?

A. He is dead, he died March 14, 1955.

Q. Where was he when he died?

A. Easton Hospital

Q. What County was he a resident of when he died?

A. Queen Anne's

Q. Did you know of any personal property that Samuel Washington Jones owned when he died?

A. He owned non of any value.

Q. Do you know whether or not Samuel Washington Jones left a Will?

A. No, he didn't leave any Will.

Q. Do you know whether or not Samuel Washington Jones owned real estate at the time of his death, if so, state the location and type of property?

A. Yes, he had a piece of property which is located in the Dominion section of the 4th Election District of Queen Anne's County, Maryland.

Q. Did your Father sell any of this property during his life-time?

A. Yes, he sold a piece to the Kress's.

Q. How much did your Father receive for that lot, if you recall?

A. $200.00

Q. Was the check made payable to him, if you recall?

A. I really don't know, I guess it was, never seen it.

Q. I now hand you a copy of the Will of Samuel L. Jones, which is filed in this case, Now does that Will state the same or does that describe the same property which you have stated that Samuel Washington Jones owned at the time of his death?

A. Yes.

Q. Are you, or are you not, familiar with the land described in the Will which I have shown you and which Mr. Jones owned at the time of his death?

A. Yes.

Q. Are you familiar with the value of other land in the same neighborhood?

A. Yes.

Q. What is your opinion of the present fair market value of the lot of land and house owned by Mr. Jones at the time of his death, what do you think it is worth?

A. Well, I don't know, I guess it would be worth $2500.00, not the house the house isn't worth nothing and the water-front and like might be worth a little more to some people.

Q. Did Samuel Washington Jones leave a widow surviving him?

A. No.

Q. What children, if any, did Samuel Washington Jones leave surviving him, state their ages approximately and where they live?

A. Edith Collier, Queenstown, Maryland, 60 years old, and Edgar Jones, 58, Chester, Maryland, and Austin, 56, his address is Chester, Maryland, and that is all that is living, one deceased sister, Edna DeJessa is dead, she died in 1940 and she left the following children: Mrs. Edward Thomas over 21, Queenstown, Maryland, Jeanne DeJessa, under 21, Queenstown, Maryland, Carol DeJessa, over 21, Queenstown, Maryland, Edna Carmichi, over 21, Newark, New Jersey and Kenneth DeJessa, Newark New Jersey.

Examiner's Special

A. No

EDITH COLLIER

Mr. Austin Jones, the second witness, of lawful age produced on the part of the Plaintiff being duly sworn and examined did depose and say:

Questions by Mr. Turner:

Q. You have heard the questions asked your sister, Mrs. Collier, do you agree with the answers which she has given?

A. Yes.

Q. Do you have anything you wish to add to what she has said?

A. Nothing at all.

Examiner's Special

A. No.

AUSTIN JONES

Mrs. Mary H. Davis, the third witness, of lawful age produced on the part of the Plaintiff, being duly sworn and examined, did depose and say:

Questions by Mr. Turner:

Q. Please state your name, age and occupation?

A. Mary H. Davis, age 41, Director of the Queen Anne's County Welfare Board.

Q. As Director of said Welfare Board is it or is it not your duty to superintend the keeping of accounts of money advanced by said Board as Old Age Assistance Payments?

A. Yes.

Q. Do the records in your office disclose that Samuel Washington Jones, late of the 4th District of Queen Anne's County, Maryland, receive Old Age Assitance Payments from said Board or not?

A. Yes, he did.

Q. Have you prepared a copy or statement of the condition of the Welfare Board's account with reference to such payments made to Mr. Jones?

A. Yes, I have.

Q. I hand you a copy of the account which was filed in this case on May 6, 1955, is that the proper account?

A. Yes

Q. Have there been any payments made to the Board on this account since you prepared it?

A. No. but the last check to Mr. Jones in the amount of $40.21 was not cashed prior to his death and has been returned for credit, which leaves Mr. Jones' account with a balance owing $4488.15.

Examiner's Special

A. No.

MARY H. DAVIS

B. Hackett Turner, Jr., Attorney for the Plaintiff, not desiring to take further depositions, the same is hereby filed.

Vachel A. Downes, Jr., Examiner - - - - - - - - - - - - - - - $10.00

Kay Holland, Stenographer - - - - - - - - - - - - - - - - - - - $10.00

Two witnesses waived expenses and fees- - - - - - - - - - - 00.00

VACHEL A. DOWNES, Jr.
Examiner

Filed Nov. 2, 1955

DECREE
Filed Nov. 25, 1955

QUEEN ANNE'S COUNTY WELFARE BOARD	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY. CAUSE NO. 3993
vs.	:	
EDGAR JONES, ET AL.	:	
	:	

: : : : : :

DECREE

The above cuase standing ready for hearing, and being submitted without agrument on the Bill and other proceedings filed herein, the Bill of Complaint, Exhibits, Depositions and other proceedings were, by the Court, read and considered.

IT IS THEREUPON, on this 25th day of November, 1955, 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 be sold at public sale to be conducted by the Trustee hereinafter appointed, for the purpose of applying the proceeds of sale to the payment of the debts of Samuel Washington Jones, deceased.

That B. Hackett Turner, Jr., of Queen Anne's County, State of Maryland, be and he is hereby appointed Trustee 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 with corporate surety to be approved by said Clerk in the penalty of $2500.00.

That he shall advertise the time, place, manner and terms of sale in

a newspaper printed and published in said Queen Anne's County for, at least, three weeks prior to the day of sale, said terms to accord immediate possession to the purchaser, and to provide payment of the entire purchase price in cash, or one-third of the purchase price in cash, and two-thirds upon final ratification of said sale by this Court, the deferred payment to bear interest from day of sale and be secured to the Trustee's satisfaction.

That he shall then proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidder for said property.

That he shall report a full account of said sale to this Court with an affidavit of the truth and fairness thereof.

That, upon the final ratification of said sale, and full payment of the purchase money, he shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold to him, free, clear and discharged of all claims of the parties to this cause, other creditors of Samuel Washington Jones, deceased, or of those claiming by, through or under them or any of them.

That the said Trustee shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court, after deducting therefrom 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 that, at the time of the first insertion or publication of the advertisement of sale above required, he shall publish in the same newspaper a Notice to the Creditors of Samuel Washington Jones, deceased, requiring them to file their claims against said decedent with the Clerk of this Court within 90 days of the date of said first insertion or be excluded from participating in the proceeds of said sale.

Wm. R. HORNEY
JUDGE

Filed Nov. 25, 1955.

CERTIFIED COPY OF BOND
Filed Dec. 14, 1955.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Fourteenth day of December, in the year nineteen hundred and fifty five, the following Bond was brought to be filed for record, to wit:-

KNOW ALL MEN BY THESE PRESENTS, That we, B. Hackett Turner, Jr., of Centreville, Queen Anne's County, Maryland, as Principal, and THE UNITED STATES FIDELITY & GUARANTY COMPANY, a body corporate, 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 Twenty five hundred dollars ($2500.00), 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 14th day of December, in the year nineteen hundred and fifty-five.

WHEREAS, the above bounden, B. Hackett Turner, Jr. by virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, had been appointed Trustee to sell the property mentioned in the proceedings in the case of Queen Anne's County Welfare Board vs. Edgar Jones, et al, being Chancery Cause No. 3993, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, B. Hackett Turner, Jr., does and shall, well and faithfully perform the trust reposed in him by said Decree, or that may be reposed in him by any 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:

VIRGINIA S. WHITE — B. HACKETT TURNER, Jr. (SEAL)

ATTEST: — U. S. F. & F. COMPANY

VIRGINIA S. WHITE — BY: B. HACKETT TURNER, Jr.
B. Hackett Turner, Jr.

Corporate Seal

And at the foot of the aforegoing is the following endorsement, to wit:-

Security approved & Bond filed Dec. 14, 1955.

T. SORDEN PIPPIN, Clerk

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

This is to certify that the aforegoing is truly taken and copied from Liber T.S.P. No. 1, folio 124 and etc., a Bond Record Book for Queen Anne's County.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit

Circuit Court Seal.

Court for Queen Anne's County this Fourteenth day of December, in the year nineteen hundred and fifty five.

T. SORDEN PIPPIN Clerk

REPORT OF SALE
Filed Jan. 4, 1956.

QUEEN ANNE'S COUNTY WELFARE BOARD	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
EDGAR JONES, ET AL.	:	NO. 3993
	:	

: : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by B. Hackett Turner, Jr., the Trustee appointed to make such sale, unot your Honors, respectfully shows:

1. That pursuant to the Decree of this Honorable Court passed on the 25th day of November, 1955, you Trustee filed a bond in this cause in the penalty of TWENTY-FIVE HUNDRED DOLLARS ($2,500.00), with corporate surety thereon, which said bond was duly approved by the Clerk of this Court.

2. That thereupon pursuant to said Decree, your Trustee advertised the time, place, manner and terms of sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks prior to January 3, 1956, as will appear by reference to the Certificate of Advertisement of Sale, which is hereto attached as a part hereof.

3. That pursuant to said Decree and Advertisment of Sale, your Trustee attended in front of the Court House door in Centreville, Maryland at 1:30 P.M. o'clock E. S. T. on Tuesday, January 3, 1956, and offered the real estate described in said advertisement for sale at public auction by J. Elmer Anthony, Auctioneer, and sold the property to Carl K. Senft and Thelma E. Senft, his wife, as tenants by the entireties, at and for the sum of TWENTY-FIVE HUNDRED DOLLARS ($2,500.00), they being then and there the highest bidders therefor; and Carl F. Senft having advised your Trustee immediately after the acceptance of said bid that it was made by him on behalf of himself and wife, Thelma E. Senft, as tenants by the entireties.

4. That Thelma E. Senft, on behalf of herself and her husband, has paid the sum of ONE THOUSAND DOLLARS ($1,000.00) on account of said purchase price unto your Trustee, and advised your Trustee that she and her husband, as purchasers, will pay the balance of the purchase price upon the final ratification of this sale by this Honorable Court; and your Trustee is satisfied that such purchasers will comply with the advertised terms of sale.

5. That at the time of the several insertions of said advertisement of sale in said newspaper, your Trustee published in the same newspaper a Notice to the Creditors of Samuel Washington Jones, deceased, requiring them to file their claims against said decedent with the Clerk of this Court within 90 days of the date of the first publication of said notice, or be excluded from participating in the proceeds of said sale, as will appear by reference to the Certificate of Publication of said Notice to Creditors hereto attached as a part hereof.

Respectfully submitted,

B. HACKETT TURNER, Jr.
Trustee

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

I HEREBY CERTIFY that on this 4th day of January, 1956, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared B. Hackett Turner, Jr., and made oath, in due form of law, that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein stated, and that the sale made by him as Trustee, and therein reported, was fairly made.

T. SORDEN PIPPIN
Clerk

Filed Jan. 4, 1956

CERTIFICATION OF PUBLICATION OF TRUSTEE'S SALE OF REAL ESTATE
Filed Jan. 4, 1956.

TRUSTEE'S SALE

OF

REAL ESTATE

The undersigned Trustee, by virtue of a decree of the Circuit Court

for Queen Anne's County, in Equity, passed November 25, 1955, in Cause No. 3993 in said Court, will sell at public sale to the highest bidder, in front of the Court House door in Centreville, Maryland, on Tuesday, January 3, 1956 commencing at 1:30 o'clock p.m., Eastern Standard Time, all that lot or parcel of land and improvements thereon, being a part of the lands known as "The Samuel L. Jones Property", and being a part of a tract of land called "Broad Oak", situate, lying and being in Crab Alley Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, in or near the village of Dominion, bounded on the North by the lands of, or formerly of, S. Earl Long and Carl F. Senft; on the East by the lands now of Amy Brown; on the South by lands of William C. Kerber; and on the West by the waters of Crab Alley Creek, which lot contains one-half (½) acre, more or less; being the lands of which Samuel Washington Jones died seized and possessed of in March of 1955; being also a part of the lot of land devised unto the said Samuel Washington Jones by the Third Item of the Will of Samuel L. Jones, which Will is dated January 27, 1900, probated July 16, 1901, and recorded in Liber F.R. #2, folio 226, etc., a Will Record Book for Queen Anne's County aforesaid.

TERMS OF SALE - Immediate possession; whole price may be paid in cash on day of sale, or one-third of purchase money shall be payable in cash on day of sale, and two-thirds upon final ratification of said sale by this Court, the deferred payment to bear interest from day of sale and be secured to the Trustee's satisfaction; title papers and cost of recording deed to be at purchaser's expense. Taxes will be prorated as of day of sale.

B. HACKETT TURNER, JR.,
Trustee

J. Elmer Anthony, Auctioneer

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., January 3, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee's Sale of Real Estate in the case of Q. A. Co. Welfard vs. Jones 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 3rd day of January, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 8th day of December 1955, and the last insertion on the 29th day of December, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Jan. 4, 1956.

CERTIFICATE OF PUBLICATION OF NOTICE TO CREDITORS
Filed Jan. 4, 1956

NOTICE TO CREDITORS

All creditors of Samuel Washington Jones, deceased, are hereby notified that they must file their claims against said deceased with the Clerk of the Circuit Court for Queen Anne's County, in Equity, within ninety (90) days from December 8th, 1955, or be excluded from participating in the proceeds of sale of the real estate left by said deceased.

B. HACKETT TURNER, JR.,
Trustee in Chancery Cause No.
3993.

4t-12-29

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., January 4, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Notice to Creditors in the case of Samuel Washington Jones 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 3rd day of January, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 8th day of December 1954, and the last insertion on the 29th day of December, 1955.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed Jan. 4, 1956

NISI RATIFICATION OF AUDIT
Filed Jan. 4, 1956

NISI

Queen Anne's County Welfare Board	)	IN THE CIRCUIT COURT
VS.	)	FOR QUEEN ANNE'S COUNTY
Edgar Jones, et al.	)	IN EQUITY
	)	NO. 3993

ORDERED, this 4th. day of January, 1956, that the sale of real estate made and reported in this cause by B. Hackett Turner, Jr., Trustee, be ratified and confirmed, on or after the 3rd. day of February next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 12th. day of January 1956, and ending on the 26th. day of January 1956.

The report states the amount of sales to be $2,500.00.

T. SORDEN PIPPIN Clerk

Filed: January 4, 1956

CERTIFICATION OF PUBLICATION OF NISI
Filed March 2, 1956.

NISI

QUEEN ANNE'S COUNTY WELFARE BOARD

vs.

Edgar Jones, et al.

In The Circuit Court for Queen Anne's County

In Equity
No. 3993

ORDERED, this 4th day of January, 1956, that the sale of real estate made and reported in this cause by B. Hackett Turner, Jr., Trustee, be ratified and confirmed on or after the 3rd day of February, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 12th day of January, 1956, and ending on the 26th day of January, 1956.

The report states the amount of sales to be $2,500.00.

T. SORDEN PIPPIN, Clerk

Filed January 4, 1956

True Copy

Test: T. SORDEN PIPPIN, Clerk

3t-1-26

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., March 2, 1956

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi in the case of Queen Anne's County Welfare Board vs. Edgar Jones, 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 3 successive weeks before the 3rd day of February, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12th day of January 1956, and the last insertion on the 26th day of January, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By SHIRLEY L. KINNEAR

Filed March 2, 1956

FINAL ORDER RATIFICATION
Filed March 2, 1956

QUEEN ANNE'S COUNTY WELFARE BOARD, Complainant	:	IN THE CIRCUIT COURT
	:	FOR

VS.	:	QUEEN ANNE'S COUNTY
EDGAR JONES, ET AL, Respondents	:	IN EQUITY
	:	CAUSE NO. 3993

: : : : :

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, this 2nd day of March, 1956, 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 B. Hackett Turner, Jr., Trustee 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; that the proceedings in the above entitled cause be forthwith referred to the regular Auditor of this Court to state an audit of the proceeds of said sale; and that said B. Hackett Turner, Jr., Trustee as aforesaid, is allowed the usual commissions allowed by this Court upon sales of real estate and for all expenses, not personal, upon producing vouchers therefor before the Auditor.

Wm. R. HORNEY
Judge.

Filed March 2, 1956.

PETITION FOR ALLOWANCE OF FEE Filed March 9, 1956	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY
QUEEN ANNE'S COUNTY WELFARE BOARD	:	CAUSE NO. 3993
vs.	:	
EDGAR JONES, ET AL.	:	
	:	

: : : : :

The Petition of B. Hackett Turner, Jr., Attorney for the Complainant, to your Honors respectfully shows:

1. That your Petitioner was appointed attorney to the Queen Anne's County Welfare Board to succeed Richard T. Earle, deceased.

2. That said Richard T. Earle, had, prior to his death, filed suit and done considerable work toward the sale of Samuel Washington Jones real estate so that the Queen Anne's County Welfare Board could be reimbursed for old age assistance payments expended on behalf of said Samuel Washington Jones.

3. That the children of said Samuel Washington Jones, the Defendants in this cause, obtained an attorney, J. Elmer Thompson, who undertook to negotiate a compromise with Richard T. Earle, deceased, on behalf of the Queen Anne's County Welfare Board, to equally divide the amount received from a publice sale of the property after deducting therefrom costs of sale, including these proceedings.

4. That considerable research was necessary by Mr. Earle and your Petitioner due to the question being raised as to whether Samuel Washington Jones had a life estate, or fee simple estate, in the property.

5. That your Petitioner finally completed the negotations for above compromise after which he took depositions of necessary parties; had decree passed for sale of the property; sold the property as Trustee; reported sale to and had same finally ratified by this Honorable Court and is now ready to convey the property to the purchaser and have the audit stated.

6. In view of the above facts, and from a review of the cause which indicates some of the problems raised and solved, your Petitioner feels that both he and the estate of Richard T. Earle, deceased, should be compensated for the extra efforts involved in this proceeding.

WHEREFORE, your Petitioner prays this Honorable Court to allow your Petitioner, and the estate of Richard T. Earle, deceased, a fee for legal services commensurate with efforts expended.

Respectfully submitted,

B. HACKETT TURNER, Jr., Trustee
Petitioner

ORDER OF COURT
Filed March 9, 1956.

ORDER OF COURT

The aforegoing Petition having been read and considered, IT IS THEREUPON, this 9th day of March, 1956, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the Estate of Richard T. Earle, deceased, and B. Hackett Turner, Jr., be and they are hereby allowed an attorneys' fee of $300.00 for legal services rendered in this cause, in liew of and including Trustee's commissions.

Wm. R. HORNEY
Judge

CERTIFICATE OF PUBLICATION OF ORDER OF PUBLICATION
Filed March 13, 1956

ORDER OF PUBLICATION
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
IN EQUITY
Cause No. 3993

QUEEN ANNE'S COUNTY WELFARE BOARD, Centreville, Maryland, Complainant,
VS.
Edgar Jones and Dorothy Jones, his wife, Chester, Maryland, Austin Jones and Anna Jones his wife, Chester, Maryland. Edith Collier, and Harmon Collier, her husband, Queenstown, Maryland. Nellie Thomas and Edward Thomas, her husbane, Queenstown Maryland,
Jeanne DeJessa, infant, Queenstown, Maryland,
Carroll DeJessa and Florence DeJessa, his wife, 83 Denarest St., Newark, New Jersey,
Edna DeJessa, 83 Denarest St., Newark, New Jersey,
Kenneth DeJessa, 120 Broadway, Newark, New Jersey,
Respondents.

The object of this suit is to secure a decree for the sale of the real estate of which Samuel Washington Jones died seized and possessed or so much thereof as may be necessary to pay the claim to the complainant and all other creditors of the said Samuel Washington Jones who will come in and contribute to the expenses of this suit.

The Bill of Complainant states that Samuel Washington Jones died intestate in March 1955, leaving a personal estate of little, if any, value, but died seized and possessed of about one half acre of land, with improvements theron in Crab Alley Neck in the Fourth Election District of Queen Anne's County, indebted to the Complainant in the sum of $4,528.15 for payments made to him under The Old Age Assistance Act, leaving surviving him the following heirs-at-law, to wit: Children, Edgar Jones, Austin Jones and Edith Collier, and the following grandchildren, children of a deceased daughter, to wit: Nellie Thomas, Carroll DeJessa, Jeanne DeJessa, Infant, Edna DeJessa and Kenneth DeJessa, that the said Carroll DeJessa and Florence DeJessa, his wife, Edna DeJessa and Kenneth DeJessa are non-residents of the State of Maryland.

IT IS THEREUPON this 6th day of May, 1955, by The Circuit Court for Queen Anne's County, in Equity, ORDERED that notice be given by inserting a copy of this Order in some newspaper printed and published in Queen Anne's County, once a week for four successive weeks before the 11th day of June, 1955, warning the said Carroll DeJessa, Florence DeJessa, Edna DeJessa and Kenneth DeJessa, non-residents of the State of Maryland, to be and appear in this Court, in person or by solicitor, on or before the 27th day of June, 1955, to show cause, if any they may have, why the relief prayed in said Bill of Complaint should not be granted, and to abide by and perform such Order or Decree as may be passed in the premises.

T. SORDEN PIPPIN,
Clerk.

True Copy:

Test: T. SORDEN PIPPIN,
Clerk.

Filed May 6, 1955

4t May 13, 20, 27 June 3

The Queenstown News

Queenstown, Md. March 12, 1956.

THE QUEENSTOWN NEWS, and George J. Steinfelt, do hereby certify that the Order of Publication in the case of of Queen Anne's County Welfare Board, Vs. Edgar Jones and Dorothy Jones, his wife, Chester, Md. et al. Cause No. 3993 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 11th day of June 1955, and that the first insertion of said advertisement in said THE QUEENSTOWN NEWS was on the 13th day of May 1955.

THE QUEENSTOWN NEWS

By GEORGE J. STEINFELT

Filed March 13, 1956

AUDIT
Filed March 14, 1956

Queen Anne's County
Welfare Board

vs.

Edgar Jones, et al

In The Circuit Court For

Queen Anne's County In

Equity No. 3993

To The Honorable, The Judge of Said Court:

The report of J. Thomas Clark, auditor, unto your Honor respectfully represents:

1. That this account is stated at the request of B. Hackett Turner, Jr., Trustee (and vendor) of the land sold in this cause under decree of this court of November 25, 1955.

2. That in the within account the said trustee is charged with the total proceeds of sale, per his report and statement, and is allowed thereout all expenses, not personal, for which proper vouchers were produced; and in addition thereto, allowed the special attorneys' fee to B. Hackett Turner, Jr., and the Estate of Richard T. Earle, deceased, per order of court of March 9, 1956, the same being in lieu of any and all trustee's commissions, as well as, the costs of stating and publishing this account.

3. That the balance or net proceeds of the sale of the real estate of Samuel Washington Jones, deceased, was distributed as follows: first, Edgar L. Lane was allowed the sum of $500.00 on his funeral account of $525.00 for said deceased, in accordance with the provisions of Sec. 254, Art. 16, 1951 Annotated Code of Maryland, and second, the balance was allowed as a partial payment on the account of the Queen Anne's County Welfare Board, another creditor of said decedent, whose claim had also been filed in this cause.

Respectfully submitted,

J. THOMAS CLARK
Auditor

March 14, 1956

Filed March 14, 1956

Cause No. 3993

The proceeds of the sale of real estate reported in this cause, in account with B. Hackett Turner, Jr., Trustee, appointed by this Court to make the sale herein reported in these proceedings (and vendor of said land)

Cr.

1956 Jan. 3	By gross proceeds of the sale of land, per report of said vendor, to wit:	$2,500.00
	By interest on unpaid balance of purchase price, per statement of vendor, to wit:	20.00
		$2,520.00

Dr.

To B. Hackett Turner, Jr., and the Estate of Richard T. Earle, deceased, and in lieu of all trustee's commissions, per order of court of March 9, 1956, an attorneys' fee for legal services rendered, to wit:	$300.00	
To B. Hackett Turner, Jr., Trustee, for court costs of this cause, per statement of the Clerk's exhibited, to wit:		
Costs of T. Sorden Pippin, Clerk	$71.75	
Costs of Sheriff of Queen Anne's Co.	8.55	
Costs of E. Clyde Walls, Register of Wills, Queen Anne's County	5.50	
Fee of V. A. Downes, Jr., Examiner	10.00	
Costs of Kay Holland, Stenographer	10.00	
Fee of James E. Thompson, Jr., Guardian at litem of Jeanne DeJessa, infant	4.00	
Appearance fee of Richard T. Earle and B. Hackett Turner, Jr., Attys.	10.00	
Appearance fee of James E. Thompson, Jr., Attorney for Defendants	10.00	129.80
To do., for an amount due Turner & Turner, Agent, for the premium due on the corporate surety bond filed in this cause, per statement for the same exhibited, to wit:		10.00
To do., for an amount due The Queenstown News for publishing the order of publication in this cause, per statement for same exhibited		43.25
To do., for an amount due J. Elmer Anthony, auctioneer, for crying said sale, per statement for same exhibited, to wit:		25.00
To do., for an amount paid Charles E. Anthony, Sr., Treasurer of Queen Anne's County, for taxes due for year 1955 on the real estate sold in this cause, per receipt for the same exhibited, to wit:		14.48

J. THOMAS CLARK
Auditor

March 14,1956

To do., for an amount due Queen Anne's Record-Observer, per statements for the same exhibited, to wit:
For publishing notice of sale.....$38.25
For publishing notice to creditors.. 10.50
For publishing nisi of sale..... 9.00 57.75

To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer..... 7.50

To J. Thomas Clark, auditor, for stating this audit.....36.00

To balance for distribution prior to allowance of creditors' claims filed in this cause 1896.22

$2520.00 $2,520.00

March 14, 1956

J. THOMAS CLARK
Auditor

Cr.

By balance carried forward for distribution to creditors of Samuel Washington Jones, deceased.....$1,896.22

Dr.

To Edgar L. Lane, in payment on account on his claim of $525.00 filed in this cause for funeral expenses of Samuel Washington Jones, the sum of..... $ 500.00

To Queen Anne's County Welfare Board on its claim of $4528.15 filed in this cause for rendering financial assistance to Samuel Washington Jones, deceased, the balance as a payment on account or the sum of..... 1396.22

$1896.22 $1,896.22

March 14, 1956

J. THOMAS CLARK
Auditor

Filed March 14, 1956

NISI RATIFICATION OF AUDIT
Filed March 14, 1956

NISI RATIFICATION OF AUDIT

Queen Anne's County Welfare Board	)	In the Circuit Court
vs.	)	for Queen Anne's County
Edgar Jones, et al.	)	In Equity
	)	Cause No. 3993

ORDERED, This 14th. day of March in the year nineteen hundred and fifty six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th. day of April, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 6th. day of April, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed March 14, 1956.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT
Filed Oct. 25, 1956

NISI RATIFICATION OF AUDIT

Queen Anne's County Welfare Board
Hackett Turner
vs.
Edgar Jones, et al.

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

Cause No. 3993

ORDERED, This 14th day of March in the year nineteen hundred and fifty six, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th day of April, 1956; provided a copy of this order be published once a week in each of two successive weeks before the 6th day of April, 1956, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed March 14, 1956.

True Copy

Test: T. SORDEN PIPPIN, Clerk

2t-3-29

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 25, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of Queen Anne's County Welfare Board Hackett Turner vs. Edgar Jones, 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 Equity Anne's County, Maryland, once a week for 2 successive weeks before the 6th day of April, 1956, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22 day of March 1956, and the last insertion on the 29 day of March, 1956.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Oct. 25, 1956

ORDER OF COURT
Filed Oct. 29, 1956.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 29th day of October, 1956, that the within and aforegoing audit be and it is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice as appears to have been given in accordance with a Certificate of Publication of the previous order nisi thereon.

Wm. R. HORNEY
Judge

Filed Oct. 29, 1956.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this First day of April, in the year nineteen hundred and fifty eight, the following Order To Docket Suit For Foreclosure was brought to be recorded, to wit:-

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE COUNTY
CALVIN MEARL SMITH AND DOROTHY L. SMITH, his wife	:	(In Equity)

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Calvin Mearl Smith and Dorothy L. Smith, his wife to Baltimore Federal Savings and Loan Association, dated August 11th, 1955 and recorded among the Land Records of Queen Anne County in Liber T.S.P. No. 23 folio 429.

WALTER S. CALWELL
Walter S. Calwell
Attorney Named in Mortgage

Filed April 1, 1957

PLAINTIFF'S EXHIBIT "A"
Filed April 1, 1957

#36,363 LIBER 23 PAGE 429
RECEIVED FOR RECORD Aug. 23, 1955 MARYLAND

MORTGAGE

THIS MORTGAGE, made this 11th day of August, A.D. 1955, by and between CALVIN MEARL SMITH and DOROTHY L. SMITH, his wife, of Queen Anne's County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee, is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of EIGHT THOUSAND Dollars ($8,000.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½%) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty and 54/100ths Dollars ($40.54), commencing on the first day of October, 1955, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1985. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFOR, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property situate, lying and being in the Village of Grasonville, Fifth Election District of Queen Anne's County, Maryland, bounded on the North by land of Joseph K. Buckel, on the West by a County Ditch and land of Walter Jewell, on the South by the Shirt Factory land and on the East by the land of Amos B. South, and which is contained within the following metes and bounds, courses and distances to wit:

BEGINNING at an iron pipe a corner of the Shirt Factory land and a corner of the Amos B. South land; thence running by and with the Amos B. South land North 9 degrees 20 minutes West 115.0 feet to an iron pipe a corner of the Joseph K. Buckel land; thence running by and with the Buckel land South 87 degrees 19 minutes West 116.0 feet to an iron pipe along the Queen Anne's County Ditch and the lands of Walter Jewell; thence running by and with the above named Ditch and the land of Walter Jewell South 11 degrees 41 minutes East 96.0 feet to a Granite Stone and an old gum tree stump, a corner of the Shirt Factory land; thence running by and with the Shirt Factory land South 83 degrees 04 minutes East 116.0 feet to an iron pipe the place of beginning. Containing 0.280 of an acre of land more or less.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto was granted and conveyed by Roy E. Radcliffe, Jr. and Peggy Barbara Radcliffe, his wife, to the herein named Mortgagors.

TOGETHER with and subject to the rights-of-way as set forth in Deed from Amos B. South and wife to Everett Carl Smith and wife dated March 25, 1946 and recorded among the aforesaid Land Records in Liber A.S.G. Jr. No. 13 folio 300.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Tappan, four-burner Gas Range
11 cu. ft. Refrigerator
Washing Machine

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it was be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebredness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in ay of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the quaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

CALVIN MEARL SMITH (SEAL)
Calvin Mearl Smith

JOHN C. EVELIUS
JOHN C. EVELIUS

DOROTHY L. SMITH (SEAL)
Dorothy L. Smith

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 11th day of August, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Calvin Mearl Smith and Dorothy L. Smith, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

JOHN C. EVELIUS
JOHN C. EVELIUS Notary Public.

Notary
Public
Seal.

And on the back of the aforegoing is the following endorsement, to wit:-

Received for Record Aug. 23, 1955, at o'clock M. Same day recorded in Liber TSP No. 23 Folio 429 &c., one of the Land Records of Queen Anne County and examined per T. SORDEN PIPPIN, Clerk.

MILITARY AFFIDAVIT
Filed April 1, 1957

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of March 1957 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Calvin Mearl Smith and Dorothy L. Smith, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's source of information was the family of the Defendant

WALTER S. CALWELL
Walter S. Calwell

CLARA M. LINK
Clara M. Link, - Notary Public

Notary
Public
Seal.

Filed April 1, 1957

STATEMENT OF MORTGAGE CLAIM
Filed May 13, 1957

WALTER S. CALWELL,	)	IN THE
Attorney Named in Mortgage	)	CIRCUIT COURT FOR QUEEN ANNE COUNTY
Vs.	)	IN EQUITY.
CALVIN MEARL SMITH AND	)	
DOROTHY L. SMITH, his wife	)	

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association under the mortgage from said Calvin Mearl Smith and Dorothy L. Smith, his wife to Baltimore Federal Savings and Loan Association dated the 11th day of August, 1955, and recorded among the Land Records of Queen Anne County in Liber T.S.P. No. 23 Folio 429

Amount of Mortgage	$8,000.00
Less - amount paid on principal	74.62
	7,925.38

Plus - interest to 5/14/57	400.36
	8,325.74
Plus - overdraft in expense	43.80
	$8,369.54

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 10th day of May in the year nineteen hundred and fifty-seven, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and tru statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Notary
Public
Seal.

CLARA M. LINK
Clara M. Link, Notary Public

CERTIFIED COPY OF BOND
Filed May 13, 1957

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Thirteenth day of May, in the year nineteen hundred and fifty-seven, the following Bond was filed for record, to wit:

Attorney's Bond

New Amsterdam
Casualty Company

Know All Men By These Presents:

That we, Walter S. Calwell Baltimore Federal Building Baltimore, Md. as Principal and New Amsterdam Casualty Company, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety 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 Eighty-Eight Hundred And 00/100 ($8800.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 9th day of May in the year nineteen hundred and fifty-seven.

Whereas, the above bounden Walter S. Calwell by virtue of the power contained in a Mortgage from Calvin Mearl Smith and Dorothy L. Smith bearing date the 11th day of August nineteen hundred and fifty-five and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 23, Folio 429 and is about to sell the land and premises described in said Mortgage, in Grasonville - Queen Anne's Co Md. default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

Now, the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by and Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

WALTER S. CALWELL (SEAL)
Walter S. Calwell

CLARA M. LINK
Clara M. Link

NEW AMSTERDAM CASUALTY COMPANY

Corporate Seal

ATTEST:

By G. LEE BURGESS
Vice-President G. Lee Burgess

ALVIN E. LEROY
Assistant Secretary-Alvin E. Leroy

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed May 13, 1957.

T. Sorden Pippin, Clerk

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber T. S. P. No. 1, folio 217, 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 Thirteenth day of May, in the year nineteen hundred and fifty-seven.

Circuit Court Seal. T. SORDEN PIPPIN Clerk

AMENDED STATEMENT OF MORTGAGE CLAIM
Filed June 24, 1957

WALTER S. CALWELL,

Attorney Named in Mortgage)
VS.)
CALVIN MEARL SMITH AND)
DOROTHY L. SMITH, his wife)

In The
CIRCUIT COURT FOR QUEEN ANNE COUNTY
IN EQUITY.

AMENDED
STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association under the mortgage from said Calvin Mearl Smith and Dorothy L. Smith, his wife to Baltimore Federal Savings and Loan Association dated the 11th day of August, 1955, and recorded among the Land Records of Queen Anne County in Liber T. S. P. No. 23 Folio 429.

Amount of Mortgage	$8000.00
Less - amount paid on principal	74.62
	7925.38
Plus - interest to 6/17/1957	433.22
	8358.60
Plus - overdraft in expense account	43.80
	8402.40

STATE OF MARYLAND, COUNTY OF QUEEN ANNE, Sct.

I HEREBY CERTIFY, that on this 18th day of June in the year nineteen hundred and fifty-seven, before me, the subscriber a Notary Public of the State of Maryland, in and for said county of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Notary
Public
Seal.

CLARA M. LINK
Clara M. Link - Notary Public

Filed June 24, 1957

REPORT OF SALE
Filed June 24, 1957

WALTER S. CALWELL Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
CALVIN MEARL SMITH AND DOROTHY L. SMITH, his wife	:	QUEEN ANNE COUNTY
	:	(In Equity)

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 11th, 1955 and recorded among the Land Records of Queen Anne County in Liber T.S.P. No. 23 folio 429 from said Calvin Mearl Smith and Dorothy L. Smith, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Queen Anne's Record-Observer" a newspaper published in Queen Anne County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 17th day of June, 1957 at three P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in Fifth Election District, Queen Anne County, Maryland in the village of Grasonville, bounded on the north by the land of Joseph K. Buckel, on the west by a County Ditch and land of Walter Jewell, on the south by the Shirt Factory land and on the east by the land of Amos B. Smith, more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale, together with and subject to the rights of way for purpose of ingress and regress to and from said property leading to the State Road, as contained in certain Deeds referred to in the aforementioned advertisement of sale.

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars

was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Thirty-two Hundred ($3200.00) Dollars, said purchaser being then and there the highest bidder.

WALTER S. CALWELL
Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of June, 1957 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein sst forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Notary
Public
Seal.

CLARA M. LINK
Clara M. Link - Notary Public

COPY OF ADVERTISEMENT OF SALE
Filed June 24, 1957

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

ATTORNEY'S SALE
-OF VALUABLE-
FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Calvin Mearl Smith and Dorothy L. Smith, his wife, to Baltimore Federal Savings and Loan Association, dated August 11th, 1955, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 23, folio 429, (default having occurred thereunder) the undersigned, Attorney, will sell at public auction on the premises, on Monday, June 17, 1957 At Three P.M. (E.D.T.) Situate, lying and being in the village of Grasonville, Fifth Election District of Queen Anne's County, Maryland, bounded on the North by land of Joseph K. Buckel, on the West by a County Ditch and land of Walter Jewell, on the South by the Shirt Factory land and on the East by the land of Amos B. South, and which is contained within the following metes and bounds, courses and distance, to wit:

BEGINNING at an iron pipe, a corner of the Shirt Factory and a corner of the Amos B. South land; thence running by and with the Amos B. South land North 9 degrees 20 minutes West 115.0 feet to an iron pipe, a corner of the Joseph K. Buckel land; thence running by and with the Buckel land South 87 degrees 19 minutes West 116.0 feet to an iron pipe along the Queen Anne's County Ditch and lands of Walter Jewell; thence running by and with the above named Ditch and the land of Walter Jewell South 11 degrees 41 minutes East 96.0 feet to a Granite Stone and an old gum tree stump, a corner of the Shirt Factory land; thence running by and with the Shirt Factory land South 83 degrees 04 minutes East 116.0 feet to an iron pipe the place of beginning. Containing 0.280 of an acre of land, more or less.

TOGETHER with and subject to the rights of way, for the purpose of ingress and regress to and from the above described property and the main or state road, as set forth in a deed from Amos. B. South and wife to Carl Smith and wife, dated March 25, 1946, and recorded among the Land Records of Queen Anne's County in Liber A.S.G.,Jr., No. 13, folio 300.

The improvements whereon consist of a frame, one-story, one-family bungalow, containing 5 rooms, 1 bath, space heater, heating plant.

TERMS OF SALE - A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Queen Anne's County and to bear interest from date of sale to settlement. Taxes and all other expenses, assessments and public charges, if any, to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage

W. J. Barcus, Jr., Auct. 4t-6-13

ORDER NISI
Filed June 24, 1957

NISI

Walter S. Calwell, Attorney named in Mortgage	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VS.	IN EQUITY
Calvin Mearl Smith and Dorothy L. Smith, his wife	NO. 4105

ORDERED, this 24th. day of June, 1957, that the sale of real estate and personal property made and reported in this cause by Walter S. Calwell, Attorney Named in Mortgage, be ratified and confirmed, on or after the 26th. day of July next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 4th. day of July 1957, and ending on the 18th. day of July 1957.

The report states the amount of sales to be $3200.00.

T. SORDEN PIPPIN Clerk

Filed: June 24, 1957

CERTIFICATE OF PUBLICATION OF
NISI
Filed August 3, 1957

NISI

Walter S. Calwell
Attorney Named in Mortgage
vs.
Calvin Mearl Smith and
Dorothy L. Smith, his wife

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

No. 4105

ORDERED, this 24th day of June, 1957, that the sale of real estate and personal property made and reported in this cause by Walter S. Calwell, Attorney Named in Mortgage, be ratified and confirmed, on or after the 26th day of July, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 4th day of July, 1957, and ending on the 18th day of July, 1957.

The report states the amount of sales to be $3200.00.

T. SORDEN PIPPIN, Clerk

Filed: June 24, 1957

True Copy
Test:

T. SORDEN PIPPIN, Clerk

3t-7-18

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 2, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the case of Walter S. Calwell, Atty. named in Mortgage vs. Calvin Mearl Smith and Dorothy L. Smith, his wife. a true copy of which is annexed hereto, was published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 26th day of July, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4th day of July 1957, and the last insertion on the 18th day of July, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Aug. 3, 1957

CERTIFICATE OF ADVERTISEMENT OF
ATTORNEY'S SALE OF VALUABLE FEE
SIMPLE PROPERTY
Filed Aug. 13, 1957

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

ATTORNEY'S SALE
-OF VALUABLE---
Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Calvin Mearl Smith and Dorothy L. Smith, his wife, to Baltimore Federal Savings and Loan Association, dated August 11th, 1955, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 23, folio 429, (default having occurred thereunder) the undersigned, Attorney, will sell at public auction on the premises, on Monday, June 17, 1957 At Three P.M. (E.D.T.)

Situate, lying and being in the village of Grasonville, Fifth Election District of Queen Anne's County, Maryland, bounded on the North by land of Joseph K. Buckel, on the West by a County Ditch and land of Walter Jewell, on the South by the Shirt Factory land and on the East by the land of Amos B. South, and which is contained within the following metes and bounds, courses and distance, to wit:

BEGINNING at an iron pipe, a corner of the Shirt Factory and a corner of the Amos B. South land; thence running by and with the Amos B. South land North 9 degrees 20 minutes West 115.0 feet to an iron pipe, a corner of the Joseph K. Buckel land; thence running by and with the Buckel land South 87 degrees 19 minutes West 116.0 feet to an iron pipe along the Queen Anne's County Ditch and lands of Walter Jewell; thence running by and with the above named Ditch and the land of Walter Jewell South 11 degrees 41 minutes East 96.0 feet to a Granite Stone and an old gum tree stump, a corner of the Shirt Factory land; thence running by and with the Shirt Factory land South 83 degrees 04 minutes East 116.0 feet to an iron pipe the place of beginning. Containing 0.280 of an acre of land, more or less.

TOGETHER with and subject to the rights of way, for the purpose of ingress and regress to and from the above described property and the main or state road, as set forth in a deed from Amos B. South and wife to Carl Smith and wife, dated March 25, 1946, and recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr., No. 13, folio 300.

The improvements whereon consist of a frame, one-story, one-family bungalow, containing 5 rooms, 1 bath, space heater, heating plant.

TERMS OF SALE - A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Queen Anne's County and to bear interest from date of sale to settlement. Taxes and all other expenses, assessments and public charges, if any, to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage

W. J. Barcus, Jr., Auct. 4t-6-13

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., August 13, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHIHG COMPANY, a body corporate, does hereby certify that the Attorney's Sale of Valuable Fee Simple Property in the case of Calvin Mearl Smith and Dorothy L. Smith 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 4 successive weeks before the 17th day of June, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23rd. day of May 1957, and the last insertion on the 13th. day of June, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Aug. 13, 1957

FINAL ORDER OF RATIFICATION OF SALE
Filed Aug. 14, 1957

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
CALVIN MEARL SMITH AND DOROTHY L. SMITH, his wife	:	QUEEN ANNE'S COUNTY
	:	(In Equity)
	:	No. 4105

ORDERED BY THE COURT, This 13th day of August, 1957, that the sale made and reported by the said Walter S. Calwell, Attorney Named in Mortgage for the real estate described in the proceedings and reported by said Attorney to this Court on or about the 24th day of June, 1957, 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 Attorney Named in Mortgage allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

J. DeWEESE CARTER
Judge.

Filed Aug. 14,1957

REPORT AND ACCOUNT OF AUDITOR
Filed Sept. 16, 1957

Walter S. Calwell,
Attorney named in Mortgage

vs.

Calvin Mearl Smith and
Dorothy L. Smith, his wife

In The Circuit Court For
Queen Anne's County In
Equity No. 4105

To Thee honorable, The Judges of said Court:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That this report and account is stated at the request of Walter S. Calwell, Attorney named in Mortgage (and vendor) in this foreclosure proceeding, wherein it appears that there is a deficiency in that the proceeds of sale were not sufficient to pay the costs of this proceeding and the amount due on the mortgage, as per statement of mortgage indebtedness filed in this cause. The mortgage deficiency therefore appears to be in the sum of $5,843.81.

2. That in the within account, the vendor is charged with the proceeds of sale, interest which accrued on the unpaid portion of the purchase price; and allowed thereafter the following expenses of sale to wit: court costs, bond premium, auctioneer charges, costs of advertising notice of sale, nisi of sale and nisi to this audit, the vendor's share of 1957 state and county realty taxes on the property sold in this cause, one half of state and federal stamps for deed of transfer of realty sold in this cause, the commissions of the Attorney making sale and fee for same also, both being provided by terms of the mortgage forclosed in this cause, as well as, a fee for your auditor for stating this audit and account; and the balance of said proceeds, your auditor has directed that they be paid to the Mortgagee as a partial payment on the mortgage indebtedness of the said Mortgagors.

Respectfully submitted,

J. THOMAS CLARK
Auditor

September 16, 1957

Filed Sept. 16, 1957

Cause No. 4105

The proceeds of the sale of real estate reported in this cause, in account with Walter S. Calwell, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1957		
June 17	By proceeds of the sale of land, per report of said vendor, to wit:	$3,200.00
	By interest on unpaid portion of the purchase price from June 17th to Aug. 14th, 1957, per terms of sale and statement of vendor, to wit:	30.93
	By gross proceeds of said sale, to wit:	$3,230.93

Dr.

To Walter S. Calwell, Attorney named in Mortgage (and vendor), per terms of mortgage, as follows, to wit:		
1-His commissions for making sale...	$311.55	
2-His fee for his services as Atty..	50.00	$361.55
To do., for an amount due Clerk of this Court as court costs, as follows per statement of Clerk's, to wit:		
Costs of T. Sorden Pippin, Clerk....	$28.10	
Appearance fee of Walter S. Calwell, attorney.....	10.00	38.10
To do., for an amount paid Gorges & Co., Agents, for the premium on the corcorporate surety bond filed in this cause, per receipt for the same exhibited, to wit:.....		35.20
To do., for an amount paid W. J. Barcus, Jr., auctioneer, for crying said sale, per his receipt for the same exhibited, to wit:.....		25.00
To do., for amounts paid Queen Anne Record-Observer, per its receipts for same exhibited, to wit:		
1-costs of publishing adertisement of sale.....	$119.25	
2-costs of publishing nisi of sale..	9.00	128.25
To do., for an amount paid for notary fees per statement rendered, to wit:.....		1.25
To do., for allowances to purchaser, per statement of Vendor, to wit:-		

1-State and County taxes on realty sold in this proceeding for six months seventeen days..... $35.64

September 16, 1957

J. Thomas Clark
Auditor

2-One half of State and Federal Doc. Stamps for deed, per Sec. 117, Art. 21, 1951 Annotated Code of Md.....	3.85	39.49
To do., for costs of publishing the audit nisi to be passed as to this audit in the Queen Anne's Record-Observer, the sum of.....		7.50
To J. Thomas Clark, auditor, for stating this audit, the sum of.....		36.00
To Baltimore Federal Savings and Loan Association, as a partial payment on the indebtedness due under the terms of the mortgage in the sum of $8402.40, as per statement of debt filed in this cause, the balance or the sum of.....		2,558.59
		$3,230.93

$3,230.93

September 16, 1957

J. THOMAS CLARK
Auditor

Filed Sept. 16,1957

NISI RATIFICATION OF AUDIT
Filed Sept. 16,1957

NISI RATIFICATION OF AUDIT

Walter S. Calwell, Attorney named in Mortgage	)	In the Circuit Court
vs.	)	for Queen Anne's County
Calvin Mearl Smith and Dorothy L. Smith, his wife	)	In Equity
	)	Cause No. 4105

ORDERED, This 16th. day of September in the year nineteen hundred and fifty seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th. day of October, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 4th. day of October, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed Sept. 16, 1957

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT
Filed Oct. 15, 1957

NISI RATIFICATION OF AUDIT

Walter S. Calwell,
Attorney Named in Mortgage
vs.
Calvin Mearl Smith and
Dorothy L. Smith, his wife

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

Cause No. 4105

ORDERED, This 16th day of September, in the year nineteen hundred and fifty-seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of October, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 4th day of October, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed: Sept. 16, 1957.

True Copy
Test:

T. SORDEN PIPPIN, Clerk

2t-9-26

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., October 15, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Nisi Ratification of Audit in the case of Walter S. Calwell, Atty, named in mortgage vs. Calvin Mearl Smith and Dorothy L. Smith, 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 4th day of October, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 19th day of September 1957, and the last insertion on the 26th day of September, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed Oct. 15, 1957

ORDER OF COURT RATIFYING AUDIT
Filed Oct. 15, 1957

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
CALVIN MEARL SMITH AND DOROTHY L. SMITH, his wife	:	Equity No. 4105

ORDERED, this 15th day of October, 1957 that the Report and Account of the Auditor made and filed in the above entitled case 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 preceding Order Nisi passed in said cause.

Wm. R. HORNEY

Filed Oct. 15, 1957

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Ninth day of May, in the year nineteen hundred and fifty seven, the following Order to Docket Suit was brought to be recorded, to wit:-

HOWARD WOOD, ASSIGNEE	)	In the Circuit Court for Queen Anne's County in Equity
VS.	)	
JAMES E. REYNOLDS and GRACE M. REYNOLDS, his wife MORTGAGORS	)	Cause No. _____

ORDER TO DOCKET SUIT

Mr. T. Sorden Pippin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from James E. Reynolds and Grace M. Reynolds, his wife, to Carl H. Morris and Anna Morris, his wife, dated April 21, 1949 and recorded among the land records of Queen Anne's County in Liber N.B.W. No. 3, folio 153, default having occurred in the terms thereof by reason of non-payment of the principal of the renewal notes to the Centreville National Bank of Maryland, secured by said indemnity mortgage, to the loss and damage of the mortgagees; and you will file in said suit the above described mortgage and the assignment thereof as well as the accompanying military affidavit.

HOWARD WOOD
(Howard Wood) Assignee

Filed May 29, 1957

MILITARY AFFIDAVIT
Filed May 29, 1957

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

I HEREBY CERTIFY, that on this 29th day of May, 1957, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, Assignee, and made oath in due form of law that James E. Reynolds and Grace M. Reynolds, the mortgagors named in the mortgage referred to in the aforegoing Order to Docket Suit, are not now, nor has either of them been within six months prior hereto, in the Military Service of the United States, as defined by the Soldiers' and Sailors' Civil Relief Act, and amendments, and that this information is gotten from persons who know the defendants.

T. SORDEN PIPPIN
Clerk

MORTGAGE AND CHATTEL MORTGAGE
Filed May 29, 1957

One-Two Dollar Twenty Cent, Two-Fifty Five Cent and One-Five Dollar Fifty Cent Recordation Tax Stamps.
Endorsed CNB 4/21/49. J.E.R. 5/21/49

THIS MORTGAGE and CHATTEL MORTGAGE, made this 21st day of April 1949, by JAMES E. REYNOLDS and GRACE M. REYNOLDS, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said James E. Reynolds and Grace M. Reynolds, his wife, having procured Carl Morris and Anna Morris, his wife, to become joint makers or endorsers for them upon the following two (2) described Promissory Notes: (1) A Note to The Centreville National Bank of Maryland, a body corporate, dated February 21, 1949, for the sum of Twenty-six Hundred Dollars ($2600.00), payable three (3) months after date at said Bank, and bearing interest at the rate of Five Percent (5%) per annum; and (2) a Note to The Centreville National Bank of Maryland, a body corporate, dated April 21, 1949, for the sum of Fifty-five Hundred Dollars ($5500.00), payable three (3) months after date at said Bank, and bearing interest at the rate of Five Percent (5%) per annum;

AND, WHEREAS, it was a condition precedent to the said Carl Morris and Anna Morris, his wife, becoming joint makers or endorsers on the second Promissory Note (in the amount of $5500.00) that this Mortgage and Chattel Mortgage was to be given unto them, in order to indemnify and secure them or the survivor of them, or their heirs and assigns, against their liability upon either or both of the aforesaid Promissory Notes and any and all renewals or part renewals of either or both of said Promissory Notes;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, the said James E. Reynolds and Grace M. Reynolds, his wife, do hereby bargain, sell, grant and convey unto the said Carl Morris and Anna Morris, his wife, as tenants by the entireties, and the survivor of them, and their assigns, and the heirs and assigns of said survivor, all of the following described real estate and personal property, to wit:

ALL that lot or parcel of land, situate, lying and being in the

ALL that lot or parcel of land, situate, lying and being in the town of Centreville, Queen Anne's County, aforesaid, a part of the Baltimore and Eastern Railroad Company lot or parcel of land known as the "Centreville Station Lot", and described by metes and bounds, courses and distances in a Certificate of Survey and Plat thereof made by Shew and Bartlett, Engineers, on the 10th day of January, 1949, and recorded in Liber NBW # folio a Land Record Book for Queen Anne's County, and containing 1.159 ACRES of land, more or less.

BEING the same land described in and conveyed by a Deed to the said James E. Reynolds and Grace Morris Reynolds, his wife, from Marvin K. Morris and Ann Reynolds Morris, his wife, dated February 3, 1949, and recorded in Liber NBW #2, folio 462, a Land Record Book for Queen Anne's County, Maryland.

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

AND ALSO, together with all of the special rights and covenants specifically referred to and set forth in the aforesaid Deed, AND subject to all of the special rights and covenants therein particularly set forth, including the Right-of-Way laid out and set forth therein.

TOGETHER WITH the following buildings, machinery, equipment, tools located upon said real estate and used in connection with the slaughtering and freezing and locker -- plant thereon, said machinery, tools and equipment consisting of:

Two (2) Compressors and units
Fifth (50) Lockers (individual)
One (1) Scalding Tub
Track
Hot Water Heater
Scales
Electric Saw
and appurtenances;

AND the following personal property located in the "Community Market Building" operated by the Mortgagors on Water Street, in the town of Centreville, Queen Anne's County, Maryland, to wit:

Tyler Freezer Cabinet, Model PF 8, Serial No. P-43448

One (1) Meat Display Case, 10-foot, Model No. FT 10, Serial No. D-5941.

PROVIDED, that if the said James E. Reynolds and Grace M. Reynolds, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said The Centreville National Bank of Maryland, a body corporate, its successors or assigns, the aforesaid two (2) Promissory Notes, and any and all renewals or part renewals of the same to the relief of the said Carl Morris and Anna Morris, his wife, 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 James E. Reynolds and Grace M. Reynolds, his wife, their heirs and assigns, shall possess said property.

AND the said James M. Reynolds and Grace M. Reynolds, his wife, their heirs, executors, administrators and assigns, hereby covenant to and with the mortgagee, their personal representatives, or assigns, to pay, as they severally fall due. the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises, to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Carl Morris and Anna Morris, his wife, 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 the debts secured by 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 monies owing hereunder or secured hereby shall be due and demandable and the said Carl Morris and Anna Morris, his wife, their executors, administrators or assigns, or THOMAS J. KEATING, JR., their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon given twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as the party or parties selling may deem expedient, for cash, or for cash and credit, at the option of the person or persons making the sale, according to such terms as said party shall determine, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person or persons making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all monies owing hereunder or secured hereby, or to be paid under the covenants hereof, whether the same shall have then matured or not; and third, the balance to James E. Reynolds and Grace M. Reynolds, his wife, or the person or persons then entitled to the same

AND it is hereby agreed that, in the event of a sale of any part of 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 granted the said Carl Morris and Anna Morris, his wife, their executors, administrators, or assigns, or THOMAS J. KEATING, JR. their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said James E. Reynolds and Grace M. Reynolds, his wife, their heirs, executors, administrators and assigns, hereby covenant to pay

WITNESS our hands and seals the day and year herein first above written.

TEST:

KATHERINE C. O'NEAL
Katherine C. O'Neal

JAMES E. REYNOLDS (SEAL)
(James E. Reynolds)

GRACE M. REYNOLDS (SEAL)
(Grace M. Reynolds)

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

THIS IS TO CERTIFY that on this 21st day of April 1949, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared James E. Reynolds and Grace M. Reynolds, his wife, and did acknowledge the within and aforegoing Mortgage and Chattel Mortgage to be their respective act and deed; and at the same time also personally appeared Thomas J. Keating, Jr., Agent of the within named Mortgagees, Carl Morris, and Anna Morris, his wife, and made oath in due form that the consideration stated in the aforesaid Mortgage and Chattel Mortgage is true and bona fide as therein set forth and that he is the duly authorized agent of the said Mortgagees 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. O'NEAL
NOTARY PUBLIC
Katherine C. O'Neal

For value received, we hereby assign the within and aforegoing mortgage to Howard Wood for purposes of collection by foreclosure, or otherwise.

Witness our hands and seals this 29th day of May, 1957.

TEST:

LUCILLE HOUTS

LUCILLE HOUTS

CARL H. MORRIS (SEAL)
(Carl H. Morris)

ANNA MORRIS (SEAL)
(Anna Morris)

CERTIFIED COPY OF BOND
Filed May 29, 1957

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-ninth day of May, in the year nineteen hundred and fifty-seven, the following Bond was filed for record, to wit:

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

KNOW ALL MEN BY THESE PRESENTS, That we, Howard Wood, of Queen Anne's County, State of Maryland, as principal and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand Dollars ($15,000.00) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of May, 1957;

WHEREAS the above bounded Howard Wood by virtue of the power contained in a mortgage from James E. Reynolds and Grace M. Reynolds, his wife, to Carl Morris and Anna Morris, his wife, dated April 21, 1949 and recorded in Liber N.B.W. No. 3, folio 153, a Land Record Book for said Queen Anne's County, duly assigned unto the said Howard Wood for collection by foreclosure or otherwise; the said Howard Wood, Assignee, is about to sell the land, premises, fixtures and equipment described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Howard Wood does and shall well, truly and faithfully perform the trust reposed in his 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 pro-

perty, or the proceeds thereofn, 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:

LUCILLE HOUTS

HOWARD WOOD (SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Corporate
Seal.

By HOWARD WOOD
Its Attorney-in-fact

ATTEST:

LUCILLE HOUTS

And at the foot of the aforegoing Bond is the following endorsement, to wit:

Security approved and Bond filed May 29, 1957.

T. Sorden Pippin, Clerk

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the aforegoing Bond is truly taken and coped from Liber T.S.P. No. 1, folio 227, 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 Fifth day of June, in the year nineteen hundred and fifty-seven.

Circuit Court
Seal.

T. SORDEN PIPPIN, Clerk

REPORT OF SALE
Filed June 24, 1957

HOWARD WOOD, Assignee vs. JAMES E. REYNOLDS and GRACE M. REYNOLDS, his wife Mortgagors.	X X X X X X X	In the Circuit Court for Queen Anne's County In Equity Cause No. 4117

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate and personal property made in this cause by Howard Wood, Assignee, unto your Honors respectfully shows:

1. That the above Mortgagors, by mortgage dated April 21, 1949, and recorded among the land records of Queen Anne's County in Liber N.B.W. No. 3, folio 153, mortgaged to Carl Morris and Anna Morris, his wife, certain real and personal property to secure the payment of certain promissory notes and renewals thereof and the interest thereon, which said mortgage contains the power of sale of the mortgaged property to be exercised by the Mortgagees, their heirs, personal representatives or assigns in the event of default of the Mortgagors in their covenants contained in said mortgage.

2. That default having occurred in the terms of said mortgage by reason of the non-payment of the principal of the renewal notes to the Centreville National Bank of Maryland, secured by said indemnity mortgage, to the loss and damage of the Mortgagees, who were required to pay said renewal notes to the Centreville National Bank of Maryland, payee and holder thereof, and by reason of the non-payment of certain insurance premiums and taxes agreed by said Mortgagors to be paid, said Mortgagees assigned said mortgage unto Howard Wood for collection by foreclosure or otherwise, by assignment duly recorded at the foot of said mortgage.

3. That prior to the day of sale hereafter mentioned, said Assignee filed with the Clerk of this Court a bond given to the State of Maryland executed by himself and the Hartford Accident and Indemnity Company (a corporation having the authority to become sole surety on bonds of this character) as surety in the penal sum of Fifteen Thousand Dollars ($15,000.00) containing the condition required by law relative to the foreclosure of mortgages under power of sale contained therein, a certified copy of said bond being filed herein.

4. That thereafter said Assignee gave more than twenty days previous notice of sale of the mortgaged property by advertisement of said sale in the Queen Anne's Record Observer, a weekly newspaper published in Queen Anne's County aforesaid, a certificate of the publication thereof - being filed with this report.

5. That pursuant to the advertised notice of sale, said Assignee did attend at the mortgaged real estate in the town of Centreville, Queen Anne's County, Maryland, on the 21st day of June, 1957 at 1:30 o'clock P.M. (D.S.T.) and then and there proceeded to make sale of the property so mortgaged and advertised for sale in the following manner: the advertisement of sale published in the Queen Anne's Record-Observer as aforesaid, was read aloud by said Assignee; said Assignee then proceeded to offer for public sale at the time and place above mentioned to the highest bidder by

J. Elmer Anthony, Auctioneer, the real estate and personal property described in the mortgage and advertisement of sale; and after said auctioneer had cried this sale, said Assignee, at said time and place, in execution of the power of sale contained in said mortgage, sold said real and personal property unto Carl Morris and Anna Morris, his wife, they being then and there the highest bidders therefor, at and for the sum of Seven Thousand Two Hundred Dollars ($7,200.00); and said Assignee is satisfied that said purchasers will make full settlement of the purchase price in accordance with the advertised terms of sale.

Respectfully submitted,

HOWARD WOOD
Assignee

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

I Hereby Certify that on this 24 day of June, 1957, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood and made oath in due form of law that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein stated, and that the sale made by him as Assignee, as therein reported, was fairly made.

T. SORDEN PIPPIN
Clerk

Filed June 24, 1957.

CERTIFICATE OF PUBLICATION OF ASSIGNEE'S
SALE OF FREEZING AND SLAUGHTERING PLANT
Filed June 24, 1957

ASSIGNEE'S SALE
-OF-
FREEZING AND
SLAUGHTERING PLANT

Default having occurred in the terms of the mortgage from James E. Reynolds and Grace M. Reynolds, his wife, to Carl H. Morris and Anna Morris, his wife, dated April 21, 1949, and recorded among the land records of Queen Anne's County, Maryland, in Liber N.B.W. No. 3, folio 153, and duly assigned to Howard Wood for collection by foreclosure or otherwise, the undersigned Assignee, by virtue of the power of sale contained in said mortgage, will offer at public sale at the premises to be sold, on Firday, June 21, 1957 commencing at 1:30 o'clock p.m., (E.D.T.), all of the following described real estate and personal property, to wit:

ALL that lot of land in Centreville, Maryland, part of the B. & E. Railroad Company lot, known as the Centreville Station Lot and described by metes and bounds, courses and distances in a certificate of survey and plat thereof made by Shaw and Bartlett, Engineers, on January 10, 1949, and recorded in Liber N.B.W. #2, folios 459-60, a Land Record Book for Queen Anne's County, and containing 1.159 acres, more or less.

IMPROVEMENTS consist of a block and frame, metal roofed freezing locker, slaughtering and rendering plant with 50 individual lockers, compressors, freezer cabinet and meat display case, plus most of the equipment needed for the above purposes.

TERMS OF SALE: 10% of the purchase price will be required on day of sale, balance payable on ratification of sale by Court, or entire purchase price may be paid on the day of sale. Any deferred portion of the purchase price shall bear interest from the day of sale and be secured to the satisfaction of the undersigned. Full possession will be given to the purchaser upon ratification of sale and payment of purchase price. Taxes and insurance premiums will be adjusted as of day of sale. Title papers, revenue and recordation tax stamps at purchaser's expense.

HOWARD WOOD, Assignee

J. Elmer Anthony, Auct. 4t-6-20

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 24, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Assignee's Sale of Freezing and Slaughtering Plant in the Real estate of James E. Reynolds and Grace M. Reynolds 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 21st day of June, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of May 1957, and the last insertion on the 20th day of June, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed June 24, 1957

ORDER NISI
Filed June 24, 1957

NISI

Howard Wood, Assignee VS. James E. Reynolds and Grace M.Reynolds, his wife, mortgagors	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 4117

ORDERED, this 24th. day of June, 1957, that the sale of real estate and personal property made and reported in this cause by Howard Wood, Assignee, be ratified and confirmed, on or after the 26th. day of July next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 4th. day of July 1957, and ending on the 18th. day of July 1957.

The report states the amount of sales to be $7,200.00.

T. SORDEN PIPPIN Clerk

Filed: June 24,1957

CERTIFICATE OF PUBLICATION
OF ORDER NISI
Filed July 25, 1957

NISI

Howard Wood, Assignee

vs.

James E. Reynolds and
Grace M. Reynolds, his wife

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

No. 4117

ORDERED, this 24th day of June, 1957, that the sale of real estate and personal property made and reported in this cause by Howard Wood, Assignee, be ratified and confirmed, on or after the 26th day of July, next, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once a week for three successive weeks commencing on the 4th day of July, 1957, and ending on the 18th day of July, 1957.

The report states the amount of sales to be $7,200.00.

T. SORDEN PIPPIN, Clerk

Filed: June 24, 1957

True Copy
Test:

T. SORDEN PIPPIN, Clerk

3t-7-18

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., July 25, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the NISI in the estate of Howard Wood, Assignee vs. James E. Reynolds and Grace M. Reynolds, 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 3 successive weeks before the 26th day of July, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4th day of July 1957, and the last insertion on the 18th day of July, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS

Filed July 25, 1957

STATEMENT OF MORTGAGE INDEBTEDNESS

Filed July 26, 1957

Howard Wood, Assignee vs. James E. Reynolds and Grace M. Reynolds, his wife, Mortgagors	)))))	In the Circuit Court for Queen Anne's County in Equity Cause No. 4117

STATEMENT OF DEBT

James E. Reynolds and Grace M. Reynolds, his wife, Mortgagors,
To Howard Wood, Assignee of Mortgage foreclosed in this cause

		CR.	DR.
1957			
June 21	To amount of principal mortgage debt due by said mortgagors resulting from payment by mortgagees of defaulted notes from mortgagors to The Centreville National Bank of Maryland, secured by this indemnity mortgage:		
	1957		
	Apr. 24 Principal Note in default		$3850.00
	Apr. 24 Credit payment on principal	$ 50.00	
	May 24 Principal Note in default		3500.00
	To interest on $3800. from April 24, 1957 to June 21, 1957		36.25
	To interest on $3500. from May 24, 1957 to June 21, 1957		16.11
			$7352.36
	To 5% collection commissions on $7352.36		367.62
	To State and County taxes, January 1 - June 21, 1957		70.42
	To Town taxes, same period		31.81
	To Fire insurance premiums advanced to Wm.M. Freestate, Agent (May 24, 1957 to June 21, 1957)		8.90
	Total amount due under said mortgage.....		$7831.11

HOWARD WOOD
Assignee of Mortgage

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

I HEREBY CERTIFY, that on this 26th day of July, 1957, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Howard Wood, abovenamed assignee of mortgage, and made oath in due form of law that the aforegoing is a true statement of the indebtedness due by James E. Reynolds and Grace M. Reynolds, his wife, as mortgagors under the mortgage mentioned and described in the said statement, to the best of his knowledge and belief

T. SORDEN PIPPIN, Clerk

Filed July 26, 1957

FINAL ORDER OF RATIFICATION OF SALE
Filed July 26, 1957

HOWARD WOOD, Assignee vs. JAMES E. REYNOLDS AND GRACE M. REYNOLDS, his wife Mortgagors	)))))))	In the Circuit Court for Queen Anne's County in Equity Cause No. 4117

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, this 26th day of July, 195 , 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 Howard Wood, Assignee 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; that the proceedings in the above entitled cause be forthwith referred to the regular Auditor of this Court to state an audit of the proceeds of said sale; and that said Howard Wood, Assignee as aforesaid, is allowed the usual commissions allowed by this Court upon sales of real estate and for all expenses, not personal, upon producing vouchers therefor before the Auditor.

Wm. R. HORNEY
Judge

Filed July 26, 1957

AUDIT
Filed Oct. 17, 1957

Howard Wood, Assignee	:	In The Circuit Court For Queen Anne's County
vs.	:	In Equity
James E. Reynolds, et. al Mortgagors	:	No. 4117

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of Howard Wood, Assignee (and Vendor) of the mortgage foreclosed in these proceedings.

2. That in the within account, the said vendor is charged with the proceeds of sale, per his report filed in this cause, and thereafter allowed the following expenses, to wit: his commissions for making the sale, the court costs, the bond premium on the Assignee's corporate bond, the fee of the auctioneer, the advertising costs of notice of sale and nisi of sale, the costs of publishing the audit nisi to be passed as to this audit, the costs of stating this account and which include the charges of the reporter for taking testimony by your auditor. No adjustment of taxes were allowed in this account, since the same have been filed as a part of the statement of debt.

3. That the mortgage and statement of indebtedness, both refer to two promissory notes, which were secured by the mortgage foreclosed herein. The statement of indebtedness claims commissions on the unpaid balance in each of the promissory notes, as a part of the total amount due under said mortgage. The mortgage foreclosed in these proceedings secured two notes, one for $26.00.00 and one for $5500.00, and the totals of the notes in this proceeding were that one was for $3800.00 and the other was for $3500.00, the same having been produced upon the request of your auditor by the said Assignee. Therefore, in view of the said Assignee's claim that the said two notes were the one secured by the mortgage, your auditor did take testimony in this cause in regard to the same. Said testimony was taken on October 10, 1957, and reported by Beverly C. Larrimore, who was first sworn, and thereafter, after being dully sworn the testimony of Carl Morris and Anna Morris, his wife, the mortgagees, and that of Howard Wood, Assignee, was taken. From the testimony, it appears that the two notes, which are filed herewith as a part of the testimony as Exhibits 1 and 2, were renewals of the original notes given in the mortgage foreclosed in these proceedings, and it appears therein that at one time when the $2600.00 note came up for renewal, the mortgagors obtained additional monies which was added to the original amount, and that it was the intention of the parties to the mortgage was to secure the same. Also, the total of the two notes at the time of foreclosure was in a lessor amount than at the time the said mortgage was given. Therefore, your auditor has allowed a pro-rata share of the commissions claimed in the statement of indebtedness as a part of the mortgage debt in this account.

4. That the net proceeds of sale credited on the mortgage indebtedness as shown by the Statement of Account filed herein in the total sum of $6407.90, of which the sum of $6102.76 is credited on the principal mortgage debt, including taxes and interest and fire insurance, and the sum of $305.14 is to be credited on the commissions allowed in said notes and shown in said Statement of Mortgage Indebtedness, leaving a total deficiency in the sum of $1423.21, which deficiency as to the mortgage indebtedness is the sum of $1360.70, and a deficiency on said commissions in the sum of $62.48. It is to be noted that no commissions were figured or claimed on that part of the mortgage indebtedness which pertained to taxes and fire insurance premiums.

Respectfully submitted,

J. THOMAS CLARK
Auditor.

October 16, 1957

Filed Oct. 17, 1957.

TESTIMONY

The first witness, Carl Morris, being duly sworn, did depose and say:

By Mr. Wood

Q: Will you please state your name and address.

A: Carl Morris, Centreville, Maryland.

Q: You are one of the holders of the Mortgage which was forclosed in this case?

A: Yes.

Q: I now show you a promissory note dated January 24th, 1957, in the sum of $3,850.00 signed by James E. and Grace M. Reynolds and by Carl and Anna Morris to the Centreville National Bank, assigned on the reverse side to Carl and Anna Morris as tenants by the entireties, showing a credit of $50.00 on May 6th, 1957, the assignment being dated April 24th, 1957. Will you please state whether or not your signature appears on the face as Carl Morris?

A: It does.

Mr. Wood: I would like to introduce this note as evidence. Will you please mark this as "Exhibit 1". Same admitted in evidence

Q: Mr. Morris, I now show you another promissory note dated February 24, 1957, signed

by the same makers to the Centreville National Bank in the amount of $3,500.00 and assigned on the reverse side by the bank to Carl Morris and Anna Morris, his wife, under date of May 24th, 1957. Will you please state whether or not your signature appears on the face as one of the makers?

A: It does.

Mr. Wood: I would like to introduce this note as evidence. Will you please mark this as "Exhibit 2". Same admitted in evidence

Q: Mr. Morris, you will recall that the Mortgage forclosed in this case secured the liability of yourself and Mrs. Morris, if any, under two notes to the Centreville National Bank, which you had both signed for the accomodation of James E. Reynolds and wife. Is that correct?

A: Yes.

Q: You will recall that the Mortgage referred to two notes then existing on April 21, 1949, in the amount of $2600.00, being a note dated February 21st, 1949, and $5,500.00, being a note dated April 21st, 1949. Will you please state whether or not the notes that have just been entered in evidence were, in your opinion, intended to be renewals of the notes referred to in the Mortgage.

A: That is what they were made for. That is what the Mortgage was made for; to cover those notes.

Q: The Mortgage was made to cover two notes and all renewals or part renewals of those two notes?

A: That is right.

Q: I ask you whether or not the two notes which you have just identified and have just been entered in evidence were intended by all parties to be renewals of the notes referred to in the Mortgage?

A: They were.

October 14th, 1956

J. THOMAS CLARK
Auditor

Q: Will you explain why one of the notes you have just identified is for $3,850.00 and one is for $3,500.00, whereas one of the original notes referred to in the Mortgage is only for $2,600.00.

A: I don't remember the date but Jim west to the bank for more money and they told him that if we would agree to sign it, they would advance him more money, and he brought it out home. He had reduced the larger note and this was an increase of the smaller note, and at the same time he said it did not cover the amount of the Mortgage anyway.

Q: Do you mean that Mr. Reynolds pointed out to you at that time, when a new advance of money was made to him and his wife, that the total debt, including the new advance, still came within the original amount of the Mortgage?

A: That is what he said.

Q: Was that a fact at that time?

A: I am not too sure.

Q: At the time the new advance was made it was your assumption that the debt and the new advance together amounted to less than $8,100.00?

A: Yes it was.

Q: And that assumption was based on what Mr. Reynolds told you?

A: Yes.

Q: You had to have the same renewed every three months.

A: Each note was renewable every three months.

Q: And the total of both notes has not exceeded $8,100.00 at any one time, has it?

A: No.

Q: It was never your intention to sign a note that was not secured by the Mortgage, was it?

A: No.

Q: Mr. Morris, on May 29th, 1957, you and Mrs. Morris assigned the Mortgage to me for purposes of collection by foreclosure or otherwise. State whether or not it was your understanding at that time that the two notes which you identified this afternoon were secured by the Mortgage at the date of the assignment of the Mortgage.

A: Yes, it was.

October 14th, 1957

J. THOMAS CLARK
Auditor

The second witness, Howard Wood, being duly sworn, did depose and say:

Mr. Wood: I would like to make this statement. Each of the two notes identified as "Exhibit 1" and "Exhibit 2" was delivered to me immediately upon the date of its assign-

ment by the bank to Mr. and Mrs. Morris; that this delivery was made to me by the bank in accordance with instructions I had received from Mr. and Mrs. Morris. These instructions were that I was to keep the notes in safekeeping. It was not until May 29th, 1957, the date of the assignment of the Mortgage, that I received instructions to proceed with any efforts to collect these amounts by foreclosure or otherwise. I was told by Mr. Morris that these notes were renewals of the notes referred to in the Mortgage. Noticing that the total of the two notes amounted to $7,350, or substantially less than the total of $8,100 mentioned in the Mortagage, I never investigated the status of payments nor discovered the fact of the new advance until the Court Auditor asked me about it.

By Mr. Clark:

Q: Was it your understanding that the notes were a part of the Mortgage assigned to you?

A: Yes, it was.

J. THOMAS CLARK
Auditor

October 14th, 1957

The third witness, Anna Morris, being duly sworn, did depose and say:

By Mr. Wood:

Q: Will you please state your name and address.

A: Anna Morris, Centreville, Maryland.

Q: You have heard your husband's testimony this afternoon?

A: Yes.

Q: Mrs. Morris, will you please state whether or not when you assigned the Mortgage to me for collection, it was your intention and understanding that the two notes, which Mr. Morris has identified, were then secured by the Mortgage?

A: Yes.

Q: Mrs. Morris, in order to identify the notes that I am referring to, I show you the two notes marked "Exhibit 1" and "Exhibit 2". Are they the notes to which you referred in your previous answer?

A: Yes, they are.

October 14th, 1957

J. THOMAS CLARK
Auditor

Filed Oct. 17, 1957

EXHIBIT NO. 1
Filed Oct. 17, 1957

HFMc F H.W.R. WRW,Jr.

$3850.00 CENTREVILLE, MD., Jan. 24 1957 : $3850.00

3 Months after date for value received I, we or either of us, jointly and severally promise to pay : Due 24 Apr. 1957

To THE CENTREVILLE NATIONAL BANK or order of Maryland.

The sum of Thirty eight hundred ---------- Dollars payable at the Banking House of said Bank; and if not paid at maturity, we further agree to pay all costs and five per centum commission for collecting 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.

48.63

5000
4-49 7194

JAMES E. REYNOLDS (Seal)

GRACE M. REYNOLDS (Seal)

CARL MORRIS (Seal)

ANNA MORRIS (Seal)

Witness:

And on the back of the aforegoing is the following endorsement, to wit:

In consideration of the payment by Carl H. Morris and Anna Morris of the principal of the within note on its due date, The Centreville National Bank of Maryland, does hereby assign the within note to Carl H. Morris and Anna Morris, his wife, as tenants by the entireties, absolutely, without recourse.

Witness the hand of the assignor by Thomas J. Keating, Jr. its Vice-President, and its corporate seal, attested by A. Sydney Gadd, Jr. its Cashier, this 24th day of April, 1957.

THE CENTREVILLE NATIONAL BANK OF MARYLAND

By THOS. J. KEATING, Jr.
Thomas J. Keating, Jr.
its Vice President

ATTEST: A. SYDNEY GADD, Jr.
A. Sydney Gadd, Jr.
its Cashier

Corporate Seal.

Paid on principal 5/6/57 ---------- $50.00

EXHIBIT 2
Filed Oct. 17, 1957

HFMc F HWR WRW,Jr.

$3500.00 CENTREVILLE, MD., Feb. 24 1957 : $3500.00

Three Months after date for value received I, we or either of us, jointly and severally promise to pay : Due 24 May 1957

To THE CENTREVILLE NATIONAL BANI or order of Maryland

The sum of Thirty five hundred ---------- Dollars payable at the banking house of said Bank; And if not paid at maturity, We further agree to pay all costs and five per centum commission for collecting 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.

2300
2500 43.75
11-46
5-55
Witness: _____

7195

JAMES E. REYNOLDS (Seal)
GRACE M. REYNOLDS (Seal)
CARL MORRIS (Seal)
ANNA MORRIS (Seal)

And on the back of the aforegoing is the following endorsement, to wit:

CENTREVILLE, MARYLAND
May 24, 1957

For value received, to wit, the payment of this note by the following assignees, accomodation makers, The Centreville National Bank of Maryland, hereby assigns the within note to Carl Morris and Anna Morris, his wife, without recourse for the full amount of the principal.

THE CENTREVILLE NATIONAL BANK
of Maryland

By: THOS. J. KEATING, Jr.
Vice-President

Corporate Seal.

Attest:

A. SYDNEY GADD, Jr.
Cashier

Cause No. 4117

The proceeds of the sale of real estate reported in this cause, in account with Howard Wood, Assignee, of the mortgaged foreclosed in these proceedings (and vendor of said land)

Cr.

By proceeds of the sale of land, per report of said vendor, to wit:.....$7200.00

Dr.

1957
Jun 21

To Howard Wood, Assignee (and vendor), per terms of mortgage, his commissions for making said sale, to wit:.....$510.00

To do., for an amount due Clerk of this court, per statement exhibited, to wit:
Costs of T. Sorden Pippin, Clerk.....$28.10
Appearance fee of Howard Wood, Atty..... 10.00 38.10

To do., for an amount due Gibson and Wood, Agents, for the premium on the corporate surety bond filed in this cause, per statement for the same exhibited, to wit:..... 60.00

To do., for an amount due J. Elmer Anthony, auctioneer, for crying said sale, per statement for the same exhibited, to wit:..... 72.00

To do., for amounts paid Queen Anne's Record-Observer, per its receipts for same exhibited, to wit:
1-For publishing notice of sale..... $40.50
2-For publishing nisi of sale..... 9.00 49.50

To do., for costs of publishing the audit nisi to be passed as to the audit in the Queen Anne's Record-Observer, the sum of..... 7.50

To Beverly Larrimore, reporter, to taking and transcribing the testimony attached to this audit, per her statement for the same exhibited, to wit:.....10.00

To J. Thomas Clark, auditor, for stating this audit, the sum of 45.00

To Howard Wood, Assignee, as a partial payment on the indebtedness due under the terms of the mortgage, including commissions as per terms of the mortgage notes filed herewith and the statement of indebtedness filed in this cause, in the total sum of $7831.11, the balance or the sum of.....6407.90
$7200.00 $7200.00

J. THOMAS CLARK
Auditor

October 16, 1957

Filed Oct. 17, 1957

NISI RATIFICATION OF AUDIT
Filed Oct. 17, 1957

NISI RATIFICATION OF AUDIT

Howard Wood, Assignee	In the Circuit Court
	for Queen Anne's County
vs.	In Equity
JAMES E. REYNOLDS AND GRACE M. REYNOLDS, his wife, Mortgagors.	Cause No. 4117

ORDERED, This 17th. day of October in the year nineteen hundred and fifty seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th. day of November, 1957; provided a copy of this order be published once a week in each of two successive weeks before the 8th. day of November, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN Clerk

Filed October 17, 1957

CERTIFICATE OF PUBLICATION OF
ORDER NISI ON AUDIT
Filed Nov. 19, 1957

NISI RATIFICATION OF AUDIT

Howard Wood, Assignee
vs.
James E. Reynolds and
Grace M. Reynolds, his wife,
Mortgagors
In The Circuit Court for
Queen Anne's County
In Equity
Cause No. 4117

ORDERED, This 17th day of October, in the year nineteen hundred and fifty-seven, that the Report and Account filed in these proceedings by J. Thomas Clark, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of November, 1957; provided a copy of this order be published once a week in each of two succeesive weeks before the 8th day of November, 1957, in some newspaper printed and published in Queen Anne's County.

T. SORDEN PIPPIN, Clerk

Filed October 17, 1957

True Copy

Test: T. SORDEN PIPPIN, Clerk

2t-10-31

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., November 5, 1957

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby

certify that the Nisi Ratification of Audit in the case of Howard Wood, Assignee vs. James E. R. Reynolds and Grace M. Reynolds, 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 8th day of November, 1957, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 24th day of October 1957, and the last insertion on the 31sr day of October, 1957.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY A. DADDS

Filed Nov. 19, 1957

FINAL ORDER OF RATIFICATION OF AUDIT
Filed Nov. 21, 1957

HOWARD WOOD, Assignee	)	In the Circuit Court for Queen Anne's County in Equity
vs.	)	
JAMES E. REYNOLDS AND GRACE M. REYNOLDS, HIS WIFE, Mortgagors	)	Cause No. 4117

FINAL ORDER OF RATIFICATION OF AUDIT

ORDERED, this 21st day of November, 1957, by the Circuit Court for Queen Anne's County, in Equity, that the Report and Account filed herein by J. Thomas Clark, Auditor, is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as shown by the certificate of publication of the order nisi passed as to said report and account, and Howard Wood, Assignee of Mortgage, is hereby directed to apply the proceeds of sale accordingly, with a due proportion of interest as the same has been or may hereafter be received.

EDWARD D. E. ROLLINS
Judge.

Filed Nov. 21, 1957

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Eighteenth day of June, in the year nineteen hundred and fifty eight, the following Fi Fa on Judgment was brought to be recorded, to wit:-

(FI FA)

THE STATE OF MARYLAND

To the Sheriff of Queen Anne's County, Greeting:

Circuit Court Seal.

WHEREAS, at a Circuit Court for Queen Anne's County, begun and held at Centreville in said county on the First Monday of January in the year of our Lord, one thousand nine hundred and fifty eight, a certain Queen Anne's County Cooperative, Inc., a Maryland Corporation, Centreville, Maryland, by judgment of the same Court, recovered agains a certain William C. Meyers, Jr. and Charlotte P. Meyers, his wife, Centreville, Maryland, as well the sum of Six Thousand, Six Hundred Forty Seven dollars and Forty Three cents, with interest from the 16th. day of November 1957 and Thirteen dollars and Ninety cents for hits costs and charges by it about its suit laid out and expended, whereof the said William C. Meyers, Jr. and Charlotte P. Meyers, his wife, are convict, as it appears of record:

THEREFORE, you are hereby commanded, that of the goods and chattels, lands and tenements of the said William C. Meyers, Jr. and Charlotte P. Meyers, his wife, 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 help at Centreville, in the said County, on the First Monday of June next, to render unto the said Queen Anne's County Cooperative, Inc. the debts, costs and charges, aforesaid

Hereof, fail not at your peril, and have you then and there this writ.

WITNESS, the Honorable J. DeWeese Carter Chief Judge of our said Court, the 6th. day of January in the year of our Lord, nineteen hundred and fifty eight.

Issued this 19th. day of May 1958

Attorney for Plaintiff
Howard Wood
Centreville, Maryland

T. SORDEN PIPPIN Clerk.

And on the back of the aforegoing is the following endorsement, to wit:-

This Writ of Fieri Facias received by me this 19th day of May, 1958, at the hour of 3:45 P.M. ALEXIS M. BUTLER Sheriff of Queen Anne's County, Md. Levied upon as schedule attached the 20th day of May, 1958 and property sold per Report filed. ALEXIS M. BUTLER Sheriff

A SCHEDULE of the goods and chattels, lands and tenements of William C. Meyers, Jr. and Charlotte P. Meyers (his wife) 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 Queen Anne's County Cooperative, Inc. vs. William C. Meyers, Jr. and Charlotte P. Meyers, his wife, I have seized and levied on the following property to wit:

ALL the right, title and interest of William C. Meyers, Jr., and Charlotte P. Meyers, his wife, in and to all that farm or tract of land called "Walnut Grove" and by other names, situate, lying and being on Reed's Creek and on Wright's Neck public road in the Third Election District of Queen Anne's County, in the State of Maryland, about five miles from Centreville, containing two hundred eighty-three acres, two roods and eleven perches of land, more or less, excepting the graveyard mentioned in the deed hereinafter referred to. BEING the same land conveyed to William C. Meyers Jr. and Charlotte P. Meyers, his wife, by Samuel W. Blakeslee and wife by deed dated October 4, 1950, and recorded among the land records of said Queen Anne's County in Liber N.B.W. No. 7, folio 415.

ALEXIS M. BUTLER
Sheriff of Queen Anne's County

SHERIFF'S REPORT OF SALE
Filed June 18, 1958

QUEEN ANNE'S COUNTY COOPERATIVE, INC.	In the Circuit Court for Queen Anne's County
vs.	
WILLIAM C. MEYERS, JR. and CHARLOTTE P. MEYERS, his wife	Law Docket No. 1109.

SHERIFF'S REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

I, the undersigned Alexis Butler, Sheriff of Queen Anne's County, hereby report the sale of the real estate levied upon in the above-captioned proceeding.

1. By virtue of a writ of fi fa issued on the judgment in the above-captioned case, I took in execution by entry and levy on May 20, 1958, all of the right, title and interest of the defendants in the following described real estate.

2. I did then advertise notice of sale in the Queen Anne's Record-

Observer for more than twenty (20) days prior to the sale, as per Certificate of Publication attached hereto and prayed to be taken as part hereof.

3. Pursuant to the said notice of sale, a copy of which I also posted at the Court House door, Centreville, Maryland, on May 20, 1958, I did attend in front of the Court House door on Tuesday, June 17, 1958, commencing at 1:30 P.M., and then and there, by J. Elmer Anthony, auctioneer, offered the right, title and interest of William C. Meyers, Jr. and Charlotte P. Meyers, his wife, in said real estate at public action and sold the same to Edwin A. Churchill, the highest bidder, at and for the sum of Fourteen Thousand Dollars ($14,000.00), said resl estate being described as follows:

ALL that tract of land or farm called "Walnut Grove" and by other names, situate on Reed's Creek and on the Wright's Neck public road in the Third Election District of said Queen Anne's County, about five miles from Centreville, containing two hundred eighty-three acres, two roods and eleven perches of land, more or less, excepting the graveyard mentioned in the deed herein referred to. Being the same land conveyed to William C. Meyers, Jr., and wife, by Samuel W. Blakslee and wife by deed dated October 4, 1950, and recorded among the land records of said Queen Anne's County in Liber N. B. W, No. 7, folio 415.

A certificate of J. Elmer Anthony, auctioneer, is appended hereto and prayed to be taken as a part hereof, showing the sale to said purchaser as aforesaid.

4. The purchaser has fully complied with the terms of sale by full payment of Fourteen Thousand Dollars ($14,000.00), which was more than sufficient to make the debt, interest and costs in said writ specified, which the undersigned has paid to the plaintiff as follows:

Net amount of judgment after applying proceeds of cattle per audit in Chancery Cause #4154 in this Court.....		$6647.43
Interest on said balance per said audit from November 16, 1957 to June 17, 1958.....		233.77
Court costs paid T. Sorden Pippin, Clerk.....		21.40
Cost of advertising sale.....		49.50
Auctioneer's fee, 1% of $14,000.00.		140.00
State and County taxes for 1958 assessed against Defendants on said real estate and Defendants' household furniture, and required by law to be paid as a prerequisite to the recording of the deed from the undersigned to the purchaser.....		388.97
Sheriff's poundage retained:		
One-half of 7½% of $26.67.....	$ 1.00	
One-half of 3% of $6620.76.....	99.31	100.31
TOTAL:		$7581.38

5. The surplus of Six Thousand Four Hundred Eighteen Dollars and Sixty-two Cents ($6,418.62) is brought unto this Court by the undersigned to be distributed according to the direction of this honorable Court, inasmuch as there are a number of judgment under which this sale was made.

And as in duty bound, etc.

ALEXIS BUTLER
Sheriff of Queen Anne's County

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

I HEREBY CERTIFY that on this 18th day of June, 1958, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Alexis Butler and made oath, in due form of law, that the matters and facts set forth in the aforegoing REPORT OF SALE are true and bona fide as therein stated, and that the sale made by him as Sheriff, and therein reported, was fairly made.

T. SORDEN PIPPIN
Clerk

Filed June 18, 1958.

AUCTIONEER'S CERTIFICATE
Filed June 18, 1958.

I, J. Elmer Anthony, Auctioneer, hereby certify that I cried the acution of the "Walnut Grove" Farm, being the interest therein of William C. Meyers, Jr. and wife taken in execution by the Sheriff of Queen Anne's County in Law Case No. 1109 in the Circuit Court for said County, that said sale was held in front of the Court House door in Centreville, Maryland, at 1:30 P.M. on Tuesday, June 17, 1958, and that I then and there struck off said interest to Dr. Edwin A. Churchill for the sum of Fourteen Thousand Dollars ($14,000.00).

Witness my hand this 17th day of June, 1958:

J. ELMER ANTHONY
(J. Elmer Anthony)

Filed June 18, 1958

CERTIFICATE OF ADVERTISEMENT OF SALE
Filed June 18, 1958.

SHERIFF'S SALE

OF

WATERFRONT FARM

By virtue of a writ of fi. fa. issued on the Judgment in the case of Queen Anne's County Cooperative, Inc., vs. William C. Meyers, Jr., and Charlotte P. Meyers, his wife, being Law Case No. 1109 in the Circuit Court for Queen Anne's County, Maryland, I, the undersigned Sheriff of Queen Anne's County, have taken in execution and will offer at public sale in front of the Court House door in the town of Centreville, Maryland, at 1:30 o'clock p.m. on Tuesday, June 17, 1958, all the right, title and interest of William C. Meyers, Jr., and Charlotte P. Meyers, his wife, in the following described real estate:

ALL that tract of land or farm called "Walnut Grove" and by other names, situate on Reed's Creek and on the Wright's Neck public road in the Third Election District of said Queen Anne's County, about five miles from Centreville, containing two hundred eighty-three acres, two roods and eleven perches of land, more or less, excepting the graveyard mentioned in the deed herein referred to. Being the same land conveyed to William C. Meyers, Jr., and wife, by Samuel W. Blakslee and wife by deed dated October 4, 1950, and recorded among the land records of said Queen Anne's County in Liber N.B.W., No. 7, folio 415.

Title is subject to the mortgage from William C. Meyers, Jr., and wife to Arundel Federal Savings & Loan Asso. of Baltimore City, dated June 24, 1955, and recorded among said land records in Liber T.S.P., No. 22, folio 400; payment of attorney's commissions and court costs in Law Case No. 975 in said Court; payment of court costs in the case of Friel Lumber Co. vs. William C. Meyers, Jr. and wife, recorded in Liber B.H.T., No. 1, folio 333, a Magistrate Judgment Book of said County, and payment of the Judgment, interest, attorney's commissions and court costs in Law Case No. 1076 in said Court, all constituting liens prior to that of the Judgment in said Law Case No. 1109.

TERMS - A 10% deposit will be required on the day of sale; the balance five days later, both in cash or by certified check.

ALEXIS BUTLER, Sheriff

J. Elmer Anthony, Act. 4t-J-12

QUEEN ANNE'S RECORD-OBSERVER

Centreville, Md., June 18, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Sheriff's Sale of Waterfront Fram in the estate of Queen Anne's County Coop., Inc. vs. William C. Meyers, Jr. and Charlotte, 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 4 successive weeks before the 17th day of June, 1958, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22nd day of May 1958, and the last insertion on the 12th day of June, 1958.

THE QUEEN ANNE'S RECORD AND OBSERVER
PUBLISHING COMPANY

By EMILY ANN DADDS.

Filed June 18, 1958.