

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this seventeenth day of November, in the year nineteen hundred and sixty-nine, the following Petition for Appointment of a Substituted Trustee was brought to be recorded, to wit:-

JAMES H. DODD : IN THE CIRCUIT COURT FOR  
vs. : QUEEN ANNE'S COUNTY  
J. VINCENT BLUNT : EQUITY NO. 983

PETITION FOR APPOINTMENT OF A SUBSTITUTED TRUSTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Robert R. Price, Jr., attorney for Louise B. Carter and Frances B. Anthony, respectfully sets forth:

1. Your petitioners are two of the surviving children of Charles W. Butler, deceased, and Isabell Butler, deceased.
2. Your petitioners are co-tenants with sundry other heirs and devisees of Charles W. Butler, deceased, in and to a parcel of land situate, lying and being near Bryantown, Fifth Election District of Queen Anne's County, Maryland, containing approximately ten (10) acres of land, more or less, being more particularly described in accordance with a survey of J. B. Metcalfe, dated May, 1969. A plat of which is filed herein as Exhibit "A."
3. That Charles W. Butler acquired title to said ten acre tract by virtue of a deed from Annie E. Jones, et al., dated April 13, 1895, and recorded in Liber W.H.C. No. 2, folio 502 of the Land Records of Queen Anne's County, a copy of which is filed herein as "Exhibit B."
4. That said "Exhibit B" refers therein to a prior deed to said tract from J. B. Brown and E. H. Brown, Trustees, in Chancery No. 983 of the Circuit Court for Queen Anne's County, however, a detailed examination of the land records of said County fails to reveal any deed between said parties.
5. The Chancery records in No. 983 evidence a report of sale filed in said Cause, a copy filed herewith as "Exhibit C," naming Charles W. Butler, purchaser, of said tract, but said records fail to evidence any ratification of said sale as is referred to in "Exhibit B."
6. That Charles W. Butler, his heirs and devisees entered unto possession of said ten (10) acre tract in 1894 and have retained the enjoyment and possession of same since that date, without claim from anyone.
7. That Charles W. Butler, heirs, have entered into an agreement of sale for said parcel of land unto Frederick Charles Quimby, Jr. and Yvonne W. Quimby, his wife, but said contract purchasers refuse to settle for said property without any right, title or interest in said property which may be vested in said Trustees being conveyed to them.

WHEREFORE, your petitioners pray that this Honorable Court appoint a substitute trustee in Chancery Cause No. 983 of this Honorable Court for the purpose of granting and conveying title to Frederick Charles Quimby, Jr. and Yvonne W. Quimby, his wife, free, clear and discharged of all claims of the parties to the aforesaid Cause No. 983 or those claiming by, through or under any of them.

Respectfully submitted,

*Louise B. Carter*  
Louise B. Carter

*Frances B. Anthony*  
Frances B. Anthony

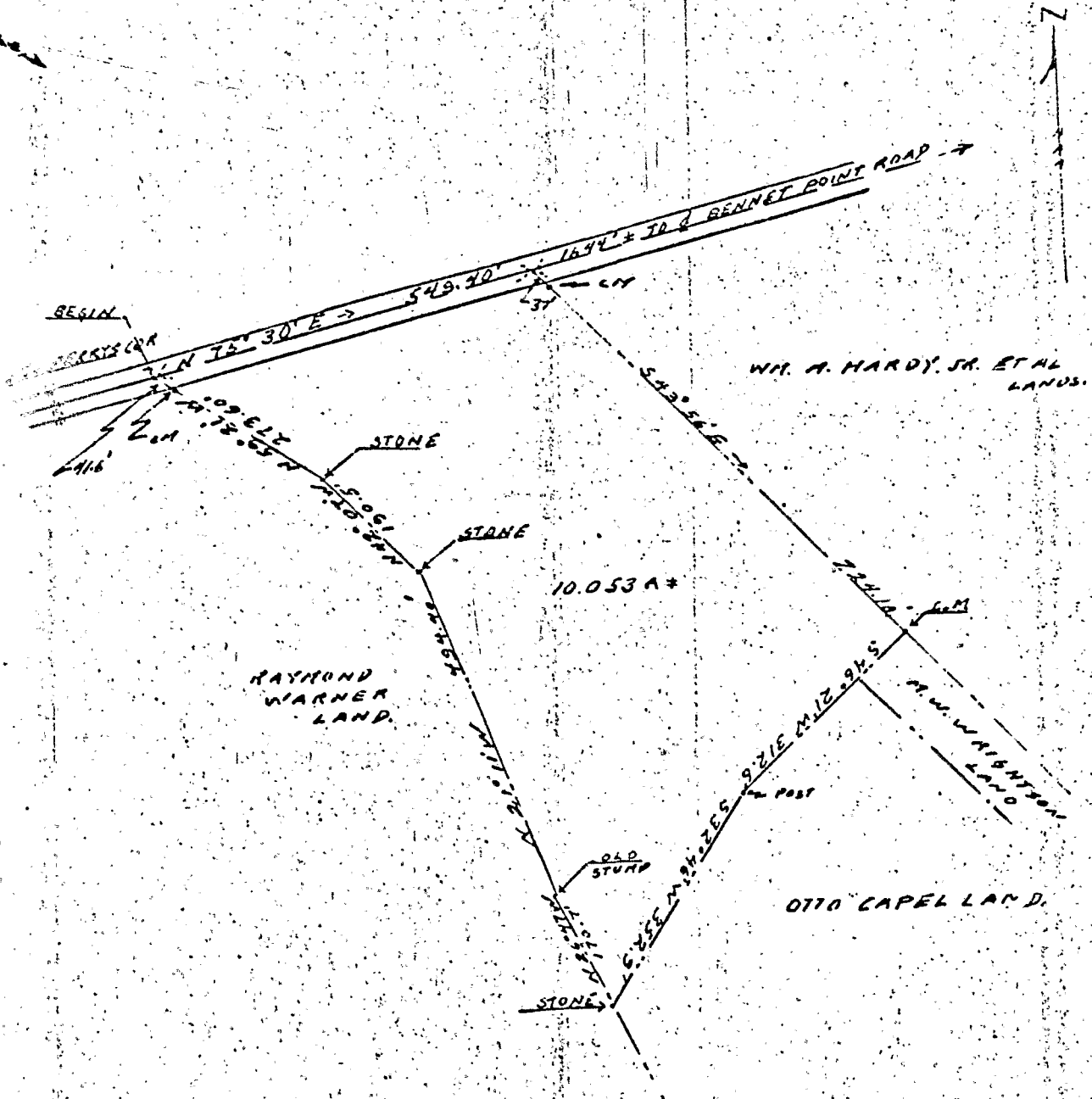
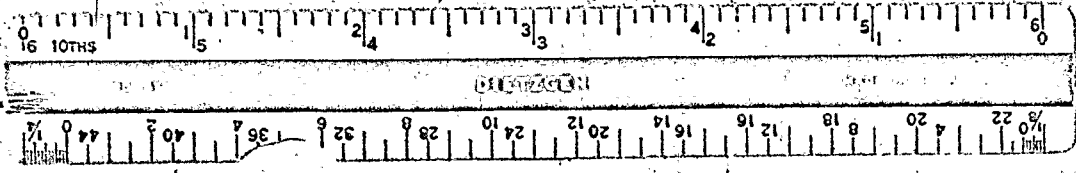
ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

1 Filed Nov. 17 1969

LIBER

4 PAGE

1



FOR TITLE SEE DEED - W.H.C. 2-502

CHARLES W. BUTLER LOT THE 3<sup>RD</sup> ELECT. DIST. OF QUEEN ANNE'S COUNTY, MARYLAND. SCALE: 1"=200' MAY, 1969.

S.B. METCALFE, Engr. CHESTERTOWN, Md.

EXHIBIT - A

Filed Nov. 17, 1967

Queen Anne's County, to wit: Be it remembered, that on the nineteenth day of April, in the year One Thousand eight hundred and ninety five the following Deed was brought to be recorded, to wit:

This Deed, made this thirtieth day of April, in the year Eighteen hundred and ninety five, by Anne E. Jones and Maria S. Jones, of Baltimore City, State of Maryland, Witnesses; Whereas, the said Anne E. Jones and Maria S. Jones, made sale through William B. Pilghuman as Agent, of a lot of land to William J. Blunt and whereas John B. Brown and Edwin H. Brown, Trustees in a cause in the Circuit Court for Queen Anne's County, in Equity, being N: 982 on the Chancery docket of said Court, entitled James H. Dodd, vs J. Vincent Blunt &c., have sold said lot of land to Chas. W. Butler of Queen Anne's County, Maryland, and the sale having been ratified, the said Trustees have conveyed said lot of land to the said Charles W. Butler, and it is now desired to perfect his title -

Now Therefore, in consideration of the premises and the sum of five dollars, the said Anne E. Jones and Maria S. Jones, do grant and hereby convey unto the said Charles W. Butler his heirs and assigns, the aforesaid lot of land, situated in the fifth election district of Queen Anne's County, State of Maryland, near Boyan town, and which is described as follows, to wit: Beginning at the end of a line drawn North sixty eight degrees forty five minutes East ten perches from a stone on the East bank of a ditch at the head of Greenwood creek, and running with the North side of a by road separating this land from William Wrightson, South sixty five degrees thirty minutes East fourteen perches, South forty five degrees East eleven and a half perches, South twenty three degrees thirty minutes East thirty perches, South thirty one degrees fifteen minutes East ten and seven tenths perches, thence with the Wrightson lot North forty eight degrees thirty minutes East thirty seven and a half perches to the Jones land, thence with the Jones land North forty three degrees forty five minutes west forty eight perches to the road, thence with the road South seventy five degrees thirty minutes west thirty three and three tenths perches to the beginning, containing ten acres and thirty perches of land.

Witness their hands and seals

Test: Peter Pargaron

17. 1969

EXHIBIT B

Anne E. Jones  
Maria S. Jones

In The Circuit Court  
for Queen Anne's County in Equity

James H. Dodd

Plaintiff

vs.

J. Vincent Blunt &c

Defendants

To The Honorable The Judges of said Court,

The report of John B. Brown and Edwin H. Brown, Trustees, to your Honors respectfully sets forth, that in pursuance of the order of resale passed, in this cause, on the 15<sup>th</sup> day of November 1894, after having given more than three successive weeks notice of the time, place, manner and terms of sale, by advertisement in "The Centreville Record" and "The Centreville Observer" two newspapers printed and published in Queen Anne's county aforesaid, and by handbills circulated, they did pursuant to said notice, attend at Centreville, county and state aforesaid on Tuesday the 11<sup>th</sup> day of December 1894, between the hours of two and four o'clock P.M. and proceeded to sell said real estate at the risk of the original purchaser, and sold the same to Charles W. Butler of Queen Anne's county aforesaid, he being then and there the highest bidder therefor at and for the sum of one hundred and fifty dollars. The real estate sold is more particularly described in the accompanying advertisement, and was offered

Feb. 17, 1909 EXHIBIT C

in three several parcels, and then as a whole  
and Charles W. Butler's bid for the lot, offered  
as a whole, exceeding that offered for it in several  
lots, he was declared the purchaser. He will  
comply with the terms of sale on ratification  
thereof. 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 14<sup>th</sup> day of December  
1894, before me, a Justice of the Peace of the State  
of Maryland, in and for Queen Anne's County  
personally appeared John B. Brown and Edwin  
H. Brown Trustees and made affidavit that the  
matters and things stated in the foregoing  
report of sale, are true and bona fide as therein  
set forth, to the best of their knowledge and belief.

R. Kennedy, J.P.

In the Circuit Court  
for Queen Anne's County

in Equity

James H. Dodd

Plaintiff

vs

J. Vincent Blunt &c

Defendants

Ordered on this 14<sup>th</sup> day of December 1894  
 by the Circuit Court for Queen Anne's County in Equity  
 and by the authority thereof, That the sale of the lot  
 of land, of the late William J. Blunt, adjoining  
 Bryantown, sold at risk of Stephen E. Sully and  
 Solomon Pindar, made and reported to this Court  
 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 18<sup>th</sup>  
 day of February, 1895, provided that  
 a copy of this order be inserted in some news  
 paper printed and published in Queen Anne's  
 County aforesaid, once in each of three successive  
 weeks before the 14<sup>th</sup> day of January 1895  
 The report states the amount of sales to be \$50,00

Wm. A. Neal, Clerk

*Alec. Peckham*  
*14<sup>th</sup> 1893*

JAMES H. DODD : IN THE CIRCUIT COURT FOR  
vs. : QUEEN ANNE'S COUNTY  
J. VINCENT BLUNT : EQUITY NO. 983

DECREE

Upon the foregoing Petition for Appointment of a Substituted Trustee, the petition and other proceedings having been read and considered.

It is thereupon, this 18<sup>th</sup> day of November 1969, by the Circuit Court for Queen Anne's County in Equity, ADJUDGED, ORDERED and DECREED, that the real estate described and set forth in Exhibit "A" attached to the Petition be conveyed unto Frederick Charles Quimby, Jr. and Yvonne W. Quimby, his wife, free, clear and discharged of all claims of the parties to the aforesaid Cause No. 983 or those claiming by, through or under them.

It appearing that from the proceedings the aforementioned land was sold to Charles W. Butler on the 11th day of December, 1894, and that said conveyance should have been made to him by the original Trustees in this Cause seventy-five (75) years ago.

That Robert R. Price, Esq., be and he is hereby appointed Substituted Trustee in said Cause for the sole purpose of conveying the title as aforesaid to Frederick Charles Quimby, Jr. and Yvonne W. Quimby, his wife, they being the contract purchasers of said land from the heirs of Charles W. Butler and that said Trustee shall not be required to post bond before he acts as there are no funds to come into his hands.

B. H. H. Turner Jr.  
JUDGE.

*Filed Nov. 18. 1969*

QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on this nineteenth day of July, in the year nineteen hundred and fifty-three, the following Petition was brought to be recorded, to wit:-

IN THE MATTER OF : IN THE CIRCUIT COURT FOR  
FRANCES KENNARD BROWN, : QUEEN ANNE'S COUNTY  
non compos mentis : IN EQUITY

P E T I T I O N

TO THE HONORABLE, the Judges of said Court:

The Petition of John B. Brown, respectfully represents:

1. THAT his sister, Frances Kennard Brown, who is a resident of Queen Anne's County, Maryland, is now, and for several years passed has been, of unsound mind and is not capable of the government of herself or the management of her estate; and your Petitioner files herewith certificates subscribed and sworn to by two attending neuropsychiatrists, one of whom has attended the said Frances Kennard Brown within ten days before the filing of this Petition, setting forth the cause, nature, extent and probable duration of incompetency.

2. THAT the said Frances Kennard Brown owns certain real estate in Queen Anne's County which is rented and from which she derives a small income and also has an income in the form of certain insurance annuities, the total value of her property being approximately \$16,000 and there is no one legally authorized to manage the same for her use and support.

3. THAT it would be for the benefit and advantage of the said Frances Kennard Brown to have a suitable person appointed as committee of the person and Trustee of the property of the said Frances Kennard Brown.

4. THAT the said Frances Kennard Brown is at present undergoing treatment at the Eastern Shore State Hospital in Cambridge, Maryland.

Your Petitioner, therefore, prays your Honors to impanel a jury, in accordance with Section 134 of Article 16 of the Code of Public General Laws of Maryland, to inquire into and determine the mental condition of the said Frances Kennard Brown.

And as in duty bound, etc.

*John B. Brown*  
\_\_\_\_\_  
(John B. Brown) PETITIONER

CANAL ZONE

THIS IS TO CERTIFY that on this *8th* day of *June* 1953, before the subscriber, a Notary Public of the Canal Zone personally appeared John B. Brown and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal affix the day and year herein last above written.



*Anasthy S. Barton*  
\_\_\_\_\_  
Notary Public

*My Commission Expires 21 Dec. 1955.*

*Filed June 19, 1953*



STATE OF MARYLAND, ( to wit:  
DORCHESTER COUNTY, (

On this 18 day of June 1953,  
personally appeared before the undersigned, a Notary Public of the State of  
Maryland, in and for Dorchester County, Thomas J. Dredge, M.D. and  
George E. Currier, M.D. and did depose and say as follows:

1. THAT the deponents, whose names are Thomas J. Dredge, M.D.  
and George E. Currier, M.D. are neuropsychiatrists duly licensed  
to practice in the State of Maryland and who are on the staff of the Eastern  
Shore State Hospital at Cambridge, Maryland, their addresses being as follows:  
Eastern Shore State Hospital, Cambridge, Maryland.

2. THAT said deponents have both examined Frances Kennard Brown,  
who, at the present time is a patient at said Eastern Shore State Hospital  
at Cambridge, Maryland, the date of the last examination made by one of  
said deponents, being on the 17 day of June 1953.

3. THAT based upon said examinations the deponents set forth the  
following:

A. That said Frances Kennard Brown is of unsound mind and is not  
capable of the government of herself or the management of her estate and  
property.

B. That the cause of said incompetence is mental illness.

C. That the nature of said incompetence is Schizophrenia.

D. That the extent of said incompetence is complete.

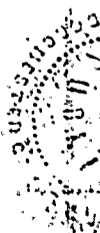
E. That the probable duration of said incompetence is permanent.

And further deponents say nothing.

Thomas J. Dredge M.D.

George E. Currier M.D.

Subscribed and sworn to before me  
this 18 day of June  
1953



Benjamin O. Head, Jr.  
Notary Public

Filed June 19, 1953

EX PARTE : IN THE  
 IN THE MATTER OF : CIRCUIT COURT  
 FRANCES KENNARD BROWN : FOR QUEEN ANNE'S COUNTY  
 ALLEGED INCOMPETENT : IN EQUITY.

UPON the foregoing Petition and Affidavit, it is ORDERED,  
 this *19th* day of *June*, 1953, by the Circuit Court  
 for Queen Anne's County, in Equity, and by the authority of said Court,  
 THAT the foregoing Petition be and the same is hereby set down for a  
 hearing on the *6th* day of *July* 1953, at *2:00* o'clock,  
*P. M. E. D. T.* at the Court House in Centreville, Queen Anne's  
 County, Maryland, to determine the sanity of Frances Kennard Brown with  
 the aid of a Jury to be empanelled by this Court in accordance with Law,  
 provided a copy of said foregoing Petition and Affidavit and of this Order  
 be served upon said Frances Kennard Brown, on or before the *29th* day  
 of *June* 1953; a copy thereof to be left with her and  
 another copy to be left with the person in whose care or custody she now  
 is; and the Clerk of this Court is directed to summon twenty (20) good  
 and lawful men from the names upon the regular Jury list of the last Jury  
 Term to attend as Jurors in this Case at the time and place hereinbefore  
 set forth; AND good cause having been shown, the said Frances Kennard  
 Brown is excused from appearing before the Jury, but she is allowed to appear  
 and answer at any time before or after Decree.

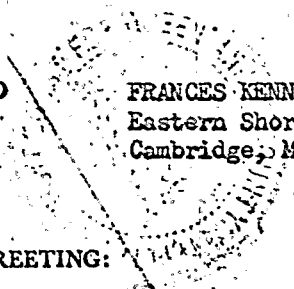
*W. R. Barney*  
 JUDGE

*Filed June 19, 1953*

(EQUITY SUBPOENA)

# The State of Maryland

QUEEN ANNE'S COUNTY, TO WIT:

TO  FRANCES KENNARD BROWN  
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 that is, at any time before or after decree, you may appear and~~  
~~of~~ ~~not and ending fifteen days thereafter~~ cause your answer or other defense to be filed to the  
petition ~~complaint~~ of John B. Brown

against you exhibited in the Circuit Court for Queen Anne's County. Hereof fail not, as you will answer the contrary at your peril.

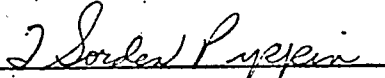
WITNESS, the Honorable Wm. R. Homey, Chief Judge of the Second Judicial  
Circuit of Maryland, the 4th. day of May, 19 53.

Issued the 19th. day of June, 19 53

TO THE DEFENDANT (S): While you are not required to appear and answer, the hearing on the petition accompanying this subpoena has been set for July 6, 1953, at 2 o'clock  
~~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.~~  
P. M. E.D.T. at the Court House in Centreville, Maryland.  
Solicitor for Complainant (s) Petitioner.

Name Thos. J. Keating Jr.

Address Centreville, Maryland

 Clerk

(This subpoena and the accompanying, petition, affidavit and order must be served upon said Frances Kennard Brown, and copies thereof left with her as well the Superintendent of the Hospital on or before the 29th. day of June, 1953.)

Cause No. 3866

In the Matter of  
Frances Kennard Brown  
non compos Lantis

Received 23<sup>rd</sup> day of June 1953  
and forthwith delivered to Sheriff of  
Dorchester County  
*R. Q. M.*

Subpoena to be served on Frances  
Kennard Brown

*Filed June 25, 1953*

Summoned. Copies of summons  
Petition, Affidavit and Court  
order left with defendant and  
Dr. Currier, Supt. of the  
Eastern Shore State Hospital,  
*Walter H. Robinson*  
Sheriff Dorchester County, Md.  
June 23, 1953.

7/6/1953

At 2 o'clock P.M. E.D.T. Jury was struck and sworn, opening statement made by Thos. J. Keating, Jr.

Dr. George E. Currier jt.  
Capt. John Brewer Brown jt.  
Jury retired and filed inquisition.

IN THE MATTER OF  
FRANCES KENNARD BROWN  
Non Compos Mentis

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

This Inquisition, taken this 6<sup>th</sup> day of July in the year 1953, at Centreville, Queen Anne's County, Maryland, by virtue of the annexed writ de lunatico inquirendo, upon the oaths of twelve good and lawful men, who being duly sworn do witnesseth:

THAT the said Jurors aforesaid do find that the said Frances Kennard Brown, in said writ named, is of unsound mind without lucid intervals so that she is not capable of the government of herself or the management of her estate and that she has been in such state of mind for more than a year past.

AND the Jurors do further find that there is no reasonable expectation of her recovery.

AND the Jurors do further find that the said Frances Kennard Brown is seized and possessed of both real and personal estate, the real estate being situate in Queen Anne's County, Maryland, and being of a value of approximately \$3,000.00 and the personal estate consisting largely of insurance annuities and cash in bank of a value of approximately \$13,000.00

AND the Jurors do further find that the next of kin and heirs at law of the said Frances Kennard Brown are a sister, Dorothy Brown Foster of Baltimore City, Maryland, a sister, Della Dancy Rolph of Queen Anne's County, Maryland, and a brother, John B. Brown, Captain in the U.S. Navy, all of whom are adults.

IN WITNESS WHEREOF the Jurors aforesaid have hereunto subscribed their names and affixed their seals the day and year herein first above written.

Benjamin P. Kattus (SEAL)  
Temperance P. Jaquett (SEAL)  
Alyce R. Lane (SEAL)  
William B. Didsbury (SEAL)  
Philip J. Davidson (SEAL)  
Carl W. Momburger (SEAL)  
Mary Catherine Frew (SEAL)  
Mary T. Fiel (SEAL)  
Anna M. Lane (SEAL)  
Adelaide Truitt (SEAL)  
Warren E. Saunders (SEAL)  
Medford B. Graham (SEAL)

Filed July 6, 1953

IN THE MATTER OF	:	IN THE CIRCUIT COURT
	:	FOR
FRANCES KENNARD BROWN	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
Non Compos Mentis	:	

The return of the Inquisition taken in the above case having been submitted for confirmation and said return and the other proceedings having been read and considered; it is, thereupon, this *6th* day of *July* 1953, by the Circuit Court for Queen Anne's County in Equity, adjudged and Ordered that the said Inquisition be and it is hereby confirmed.

AND it is further ordered that John B. Brown be and he is hereby appointed Trustee of the estate of Frances Kennard Brown with full power and authority to take charge of and manage the property and to assume the control of the person of said Frances Kennard Brown under the direction of this Court; but before the said John B. Brown shall proceed to act as such Trustee he shall give bond to the State of Maryland with sureties to be approved by the Clerk of this Court for the faithful discharge of his duties as such Trustee. in the penalty of \$15,000.00, *if corporate surety be given, or in double that amount if personal surety be given.*

*W. H. Harvey*  
 JUDGE

*Filed July 6, 1953*

IN THE MATTER OF  
FRANCES KENNARD BROWN,  
non compos mentis

:  
:  
:  
:  
:

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
No. 3866 Chancery

The above entitled matter having come on for hearing on Wednesday, July 6, 1953, at 2:00 P.M., (D.S.T.), in the Circuit Court for Queen Anne's County, at Centreville, Maryland, before the Honorable Wm. Raymond Horney, Chief Judge of said Court, and Thomas J. Keating, Jr., Esq., Counsel for the Petitioners, being present, a record of the proceedings and testimony in said cause, as taken down and transcribed by Ernest J. Gretzinger, Stenographer, is as follows:

The jury was empanelled and sworn, and Mr. Keating made the opening statement.

DR. GEORGE E. CURRIER, produced as a witness, upon being duly sworn, was examined, and testified as follows:

Direct Examination. By Mr. Keating.

Q. Your name is Dr. George E. Currier?

A. Yes, sir.

Q. Doctor, will you state your particular branch of medicine?

A. I am a nerve Psychiatrist; that's dealing with diseases of the nervous system and of the mind, and I am Superintendent of the Cambridge, I am down at Cambridge at the Eastern Shore State Hospital.

Q. How long have you been Superintendent of the Eastern Shore State Hospital?

A. I have been Superintendent there since the 7th of January of this year.

Q. Do you know Miss Frances Kennard Brown?

A. Yes, sir.

Q. Is she or not one of your patients there?

A. Yes, she is.

Q. Have you the records of your Hospital with you?

A. Yes, I have.

Q. Can you get them?

A. They are right over here on the bench.

(Mr. Keating handed the witness the papers)

Q. Will you tell the ladies and gentlemen of the jury how long Miss Brown has been a patient at your institution?

A. Miss Brown was first admitted to the Hospital February 8th, 1939, and she was finally; she was discharged from the Hospital June 3, 1943. However, she was re-admitted May 30, 1950, and she has been a patient since that time with the exception of short visits outside the Hospital with relatives and friends.

Q. Do you know her personally?

A. Yes.

Q. Will you explain to the ladies and gentlemen of the jury the nature of her disability and what there might be in the way of reasonable expectation of her recovery?

A. Miss Brown has, in our opinion, and that has; and that's the opinion also of other doctors who have seen her for a number of years, has a mental illness known as schizophrenia from which she has not made a recovery. She's made a partial recovery at times as the result of shock therapy and other types of treatment such as occupational therapy and psycho therapy; that's talking with various doctors, she has recovered to the point where on occasions she could leave the Hospital for short periods of time. However, we feel that the outlook

so far as recovery from this illness is concerned, we feel that it is rather doubtful that she will again be able to go out into society and take her place, take care of herself and that sort of thing. Her condition at the present time is this, she does not,-- her memory is not particularly good. She said that she had been in the Hospital for four weeks when actually she has been in the Hospital since 1950 this last time, with the exception for brief visits outside. She was unable to answer relevantly, that is, sensibly, a number of questions we asked her because she was clearly preoccupied with ideas of her own. One idea she has is that her father is still living, for example. We feel that the outlook for recovery is very poor indeed.

Q. In your opinion is she or not capable of the management of



herself or her estate and property?

A. We feel that she is not capable of handling her own affairs and, in other words, that she is incompetent to handle her own financial affairs because of her poor judgment. She doesn't realize either that she is sick. She doesn't realize herself that she is mentally ill.

Q. How old is the patient?

A. The patient is at present 48, according to our records.

Mr. Keating: I think that's all.

The Court: Would you mind explaining to the jury the nature of the illness known as schizophrenia?

A. Well, the nature of this illness, I think, to put it in a few words, is this. Although what actually is seen by other people who haven't this disease, by doctors and other people who are associated with persons who have schizophrenia, there may be many different things one sees. These things usually are present; that is, in answer to questions, the person who has schizophrenia answers irrelevantly, often not to the point at all; aside from the point in answering questions. Sometimes a patient with this illness is so taken up, preoccupied with ideas of his own that he loses track of time, loses sense of values and may at times become extremely excited, calling out different things which don't seem to be related to the matter at hand; may become over active in his behavior so that he may need to be separated from other people, extremely unpredictable in behavior because you don't know when a person who has this illness might become excited and have delusions which are false beliefs concerning other people and things. I could go on for some time, but that, in general, that covers some of the symptoms of schizophrenia.

Q. From your observation of Miss Brown at the present time, would you say she is incapable of executing a valid contract or deed?

A. Yes, sir, I do. I feel she isn't capable of understanding the contents of such or properly executing it for her own good.

The Court: That's all.

CAPTAIN JOHN BREWER BROWN, produced as a witness, upon

being duly sworn, was examined, and testified as follows:

Direct Examination. By Mr. Keating.

Q. Will you please state your full name and occupation?

A. John Brewer Brown, Captain, United States Navy.

Q. Are you in the active service of the United States at the present time?

A. I am in the active service of the United States.

Q. You are, I believe, the brother of Miss Frances Kennard Brown, who is the subject of this petition; will you please tell the ladies and gentlemen of the jury who her other next of kin and heirs at law are?

A. Her oldest sister is Mrs. James Foster, who is 58 years old, living in Baltimore.

Q. That is Mrs. Dorothy Brown Foster?

A. Mrs. Dorothy Brown Foster. The next sister, Mrs. Della Brown Rolph, who is 55, a resident of Queen Anne's County. She is 55, and I am her only brother.

Q. Now for sometime you have been assisting Miss Brown in looking out for her property interests, I believe. Will you please briefly explain to the ladies and gentlemen of the jury approximately what her estate consists of?

A. I think if my sister were to die today that her total estate would amount to about \$16,000.00. It consists of something over \$11,000.00, I think \$11,200.00, which was used to purchase a lifetime annuity. She has \$5,000.00 of life insurance in addition to this annuity, and that life insurance is payable to her for her life, regardless of how long she shall live, in semi-monthly instalments. She possesses property here in Centreville which was formerly my father's office, and I am guessing now, but I think that would bring about \$2,500.00 or \$3,000.00 if it were placed on the market. That is rented and she receives \$25.25 a month from that. She has approximately \$1,600.00 in government bonds, E bonds and G bonds. She has a savings account in her name only in Baltimore, the Baltimore Savings Bank, with a balance as of two years ago of \$2,240.00, more or less,

and whatever interest is due in the last two years on that. She has a, or there is a checking account in the Centreville National Bank. The balance this morning was \$834.00 and some odd cents, which is in my name in trust for Frances Kennard Brown and Dorothy Madison Foster, my other sister. I believe that about covers it.

Q. Are you willing to assume the responsibilities of trusteeship if the Court should see fit to appoint you as Trustee for your sister?

A. Yes, sir.

Mr. Keating: That's all I want to ask. Is there anything the Court would like to ask?

The Court: I don't believe I have anything.

(The witness left the stand and then addressed the Court, as follows:)

Captain Brown: Your Honor, I have additional facts which I believe are pertinent and I am sorry I didn't think of it.

The Court: Take the stand and state what it is.

(The witness returned to the stand and further testified as follows)

A. I have been in Panama for two years and I have only been back in this country since last Monday. I explain that as to why nothing has been done about what I am going to relate. This annuity, which is payable to my sister \$35.00 monthly for as long as she lives, the Metropolitan Life Insurance Company last May; not this last two months ago, but a year ago May, became acquainted with the fact that my sister was in an institution, a mental institution, and decided at that time that they would no longer provide this monthly annuity until a proper guardianship was established, and at the same time they applied that action on \$2,000.00 of life insurance which my father made my sister, Frances, the beneficiary of, and which is payable semi-annually, and I think it is \$55.00 every six months, so my sister, Mrs. Foster, was reluctant to take the action which has now been taken, pending my return from Panama, and I was, of course, unable to offer my services as a Trustee until I was returned to this country for duty inside the constitutional limits.

The Court: That's a proper statement to make because it is an

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additional reason why it is necessary to have a Trustee appointed.

Mr. Keating: The interest in the real estate is worth, in your opinion, approximately \$3,000.00, and the remaining personal estate, therefore, is worth about \$13,000.00, in round figures?

A. Yes, sir. These annuities and life insurance, which is semi-annually paid in cash, my sister dies, the balance of the total original premium is willable by her. In other words, if she dies, and annuity and the life insurance doesn't die with her. Any remaining balance is willable by her.

Mr. Keating: That's all. Thank you, sir.

The Court: Any further witnesses?

Mr. Keating: That's all, your Honor.

(The jury retired and later returned with the signed inquisition, which was duly returned, and filed with the Clerk of Court, and the hearing was then concluded)

*Filed July 9, 1953*

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Tenth day of July 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 B. Brown of Queen Anne's County, in the State of 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 \$15,000.00 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 hereby bind ourselves, our and each of our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 9th day of July 1953.

WHEREAS, the bounden John B. Brown, by virtue of an Order of the Circuit Court for Queen Anne's County, Maryland, in Equity, passed on the 6th day of July, 1953, has been appointed Trustee of the person and estate of Frances Kennard Brown, Non Compos Mentis, now pending in said Court.

NOW, THEREFORE, the condition of the above obligation is such, that if the above bounden John B. Brown, do and shall well and faithfully perform the trust reposed in him by said order or that may be reposed in him by any future order in the premises, then this obligation to be void, otherwise to remain in full force and virtue in law.

Signed and Sealed in the presence of

JOHN B. BROWN (SEAL)  
(John B. Brown)

THOS. J. KEATING JR.

Fidelity and Deposit Company of Maryland, a body corporate, by

R. ROSSBACH  
R. Rossbach

WESLEY C. BROOKS (SEAL)  
Wesley C. Brooks  
Attorney-in-Fact

Corporate Seal

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

Security approved and Bond filed July 10, 1953

T. Sorden Pippin, Clerk

Copy of Power of Attorney is attached to the foregoing Bond.

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

I hereby certify that the foregoing was truly taken and copied from Liber A.S.G.Jr. No. 1, folio 354, 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 Tenth day of July in the year nineteen hundred and fifty three.

T. Sorden Pippin  
Clerk

IN THE MATTER OF FRANCIS K. BROWN, N.C.M. IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY.

P E T I T I O N

TO THE HONORABLE, the Judges of said Court:

THE PETITION of John B. Brown, Trustee, respectfully shows unto your Honors:

(1) THAT among the assets of this Estate is an undivided one-half (1/2) interest, (in common with John Palmer Smith, Esq.) owned by Frances K. Brown in and to a certain piece of real estate consisting of a lot or parcel of land situate on Lawyers' Row in the Town of Centreville, Third Election District of Queen Anne's County, Maryland, improved by a brick office building containing two (2) offices divided from each other by a brick wall, said lot of land and office building adjoining on the Easterly side the land and office building owned by Mabel B. Harper, and on its Westerly side the building known as "The Perry Building" presently owned by the Queen Anne's Record-Observer Publishing Company; being the same lot of land conveyed unto one James T. Bright and Madison Brown, as tenants in common, by Marianna S. Robinson by a Deed dated January 8, 1914, and recorded among the Land Records of Queen Anne's County in Liber WTW No. 4, folio 495, etc.

(2) THAT the said Frances K. Brown acquired her undivided one-half (1/2) interest in said real estate by devise under the Last Will and Testament of the said Madison Brown, deceased, and the said John Palmer Smith, Esq., acquired his undivided one-half (1/2) interest by mesne conveyances from James T. Bright, et al.

(3) THAT for some years past the said John Palmer Smith, Esq., has occupied one (the most Westerly) of two (2) law offices located in said building, and the said Madison Brown, for many years prior to his death in 1948, occupied one (the most Easterly) of the two (2) aforesaid offices in said building, and since the death of the said Madison Brown, your Petitioner has continued in possession of said Easterly office by renting the same to Clayton C. Carter, Esq.

(4) THAT it is now the desire of your Petitioner and the aforesaid John Palmer Smith, Esq., to partition the aforesaid real estate by Deed of Partition conveying unto the said John Palmer Smith, Esq., one-half (1/2) of said lot and building on the Westerly side, including the right and obligation to maintain the brick wall dividing the two (2) offices as a party wall; and by conveying unto Frances K. Brown the Easterly one-half (1/2) of said lot of land with the office thereon and the right and obligation to maintain the brick wall dividing the two (2) offices as a party wall.

(5) THAT your Petitioner believes, and, therefore, alleges that it will be to the interest and advantage of his Ward to make the partition of the real estate as above set forth so that each of the coparceners may hereafter continue to hold and enjoy his and her respective part thereof free, clear, and discharged of any interest of the other coparcener.

WHEREFORE, your Petitioner prays your Honors to pass an Order authorizing and directing him, as Trustee of Frances K. Brown, to enter into, execute, deliver, and record a Deed of Partition between himself as such Trustee and John Palmer Smith and wife conveying unto each of said coparceners one-half (1/2) of said lot of land and one-half (1/2) of said law office building hereinabove set forth.

Respectfully submitted, John B. Brown (John B. Brown) TRUSTEE

STATE OF MARYLAND, MONTGOMERY COUNTY, to wit: THIS IS TO CERTIFY, that on this 23rd day of April 1956,

before the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared John B. Brown, Trustee, and made oath in due form of law that the matters and facts set forth in the above and foregoing Petition are true to the best of his knowledge and belief;

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

*W. B. Brown*  
By \_\_\_\_\_  
NOTARY PUBLIC  
MONTGOMERY COUNTY, MARYLAND

*Filed April 25, 1956*

ORDER REFERRING PAPERS TO EXAMINER.

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UPON the foregoing Petition and Affidavit, IT IS, this *25<sup>th</sup>* day of April, 1956, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that the papers in this case be and they are hereby referred to one of the standing Examiners of this Court with directions to take testimony as to the value, quantity, and condition of the property, and the susceptibility of said property to Partition in Kind as prayed in said Petition, and to report same to this Court in due course.

*J. R. Carter*  
JUDGE

*Filed April 25, 1956*

IN THE MATTER OF                            o           IN THE CIRCUIT COURT FOR  
FRANCES KENNARD BROWN,                   o           QUEEN ANNE'S COUNTY,  
non compos mentis                        o           IN EQUITY,

## D E P O S I T I O N S.

TO THE HONORABLE, the Judges of said Court:

YOU Examiner, R. Backett Turner, Esq., having been notified by Thomas J. Keating, Jr., Esq., Attorney for the Trustee Petitioner, of his desire to take testimony in support of the Petition, as required by the Order of this Honorable Court passed on the 23rd day of April, 1956, did attend at the law office of the said Thomas J. Keating, Jr., Esq., in Centreville, Maryland, on the 27th day of April, 1956, and after duly swearing in the stenographer, Mary Ker Keating, did proceed to take the following Depositions, to wit:

THE first witness of lawful age produced on the part of the Petitioner, being A. Sydney Gadd, Jr., having been duly sworn, did depose and say:

- Q. STATE your name, place of residence, and business.
- A. A. Sydney Gadd, Jr., Centreville, Maryland. Cashier of The Centreville National Bank of Maryland.
- Q. STATE whether or not you are a landowner of Queen Anne's County.
- A. I am.
- Q. HAVE you had occasion to inspect and appraise real estate in Centreville, Maryland, for various purposes?
- A. I have.
- Q. FOR what purposes?
- A. Administration of Estates, for the Orphans' Court, and other occasions, and for loans for the Bank.
- Q. STATE whether or not you are familiar with a piece of property on the South side of Lawyers' Row in Centreville consisting of a lot and a law office building owned by John Palmer Smith, Esq., and by the Devises under the Will of Madison Brown, deceased, and which building has been occupied for many years by Mr. Smith and by Mr. Brown before the latter's death.
- A. Yes, sir, I am.
- Q. DESCRIBE generally the nature of the property, please.
- A. From my observation there are two offices consisting of two rooms each, one occupied by Mr. Smith in excellent condition, wide pine panelling, and the other one in good condition; and, also, the lot, from my observation, runs back to a property fronting on Water Street. There is a little yard behind this building which is advantageous for light and ventilation.
- Q. ARE the two suits of offices approximately equal in size?
- A. From my recollection, I would say yes.
- Q. WHAT, in your opinion, is the approximate value of the entire property?
- A. I would say \$5,000.00.



- Q. IS the building of such construction as, in your opinion, to permit of it being divided into two suits of offices of equal value and approximately equal size?
- A. Yes, particularly so.
- Q. WHAT would be involved in such division?
- A. No disruption of the physical characteristics as at present. The two offices would have just a common wall.
- Q. USING compass directions, which suite is and has been occupied by Mr. Smith?
- A. The office to the West.
- Q. AND conversely, the Easterly office has been used by the Brown heirs?
- A. Right.
- Q. STATE whether or not there is more than one story to the building.
- A. This is a one-story building.
- Q. OF what construction material?
- A. Brick construction.
- Q. HAS Mr. Smith heretofore occupied the suite on the Westerly side for his own use, and Mr. Brown and his successor the Easterly office for their individual use?
- A. That is correct.
- Q. IF the building and lot were partitioned, as you have above described, in kind, would or not such partition decrease the value of the individual halves?
- A. None whatever, in my opinion. They will be of equal value, in my opinion.

**EXAMINER'S SPECIAL:**

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

Answer: NO

THE second witness of lawful age produced on the part of the Petitioner, being John Palmer Smith, Esq., having been duly sworn, did depose and say:

- Q. PLEASE state your name, place of residence, and occupation.
- A. John Palmer Smith, Centreville, Maryland; Attorney at Law.
- Q. STATE whether or not you are one of the tenants in common owning a certain lot and law office building thereon on the South side of Lawyer's Row in Centreville, Maryland.
- A. Yes.
- Q. FROM whom did you acquire your undivided one-half interest in this real estate?

- A. From James T. Bright and wife by Deed.
- Q. WHO owned the other undivided half interest in the property?
- A. The devisee of Mr. Madison Brown, who, I understand, is Miss Frances Kennard Brown, his daughter.
- Q. DESCRIBE, if you will, this piece of property.
- A. This property is a one-story brick building located on the South side of Lawyers' Row, in Centreville, Maryland, bounded on the Easterly side by the property formerly of J. Frank Harper, bounded on the Southerly side by the property of Barton Brothers, bounded on the Westerly side by the Record-Observer Publishing Company property called "The Perry Building", and bounded on the North by Lawyers' Row. This property is divided down the center by a brick wall running from the South side of Lawyers' Row to the South end of the building. The office building has two rooms on the Easterly side of this brick division wall which were in the occupancy of Mr. Madison Brown for many years, from 1919 until the date of his death that I know of, and Mr. James T. Bright occupied the two office rooms on the Westerly side of this brick division wall and he occupied them to my knowledge from 1919 until the time I purchased an undivided one-half interest from him and Mrs. Bright.
- Q. STATE whether or not, in your opinion, the two suits of offices which you have described are of approximately the same value.
- A. They are. They are built alike and have about the same number of square feet and are built of the same material, and both are in a good state of repair.
- Q. WOULD you care to express an opinion as to the total value of the property?
- A. Well, yes, - I paid \$1750.00 for the undivided one-half interest at the time I purchased from Mr. and Mrs. Bright, and I have been offered \$5,000.00 for my Westerly half of the building, so I assume the property is worth anywhere from \$8,000.00 to \$10,000.00. I would state that I have probably spend more money on my Westerly portion of the building by installing pine panelling, new tiled floor over the old floor, and in the back office I have put in plywood panelling and new floor.
- Q. STATE whether or not, in your opinion, this property could be divided into two suits of offices using the center wall as a mutual wall without diminishing the value of the whole.
- A. It could be very definitely divided down the partition wall.
- Q. ARE you, as one of the co-parceners, desirous of thus partitioning the property in kind?
- A. I am.
- Q. WHAT frontage has this lot on Lawyers' Row?
- A. The overall width of the two offices is 22 feet 5 inches; the Westerly office is 11 feet 7 inches to the center of the partition wall, and the Easterly office is 10 feet 10 inches to the center of the partition wall.
- Q. IS the above described dividing wall equi-distant from the outside boundary of the property?

- A. Not quite, but so close as to not make any material difference in the use or value of the two sides.
- Q. FROM the standpoint of Miss Frances Kennard Brown, who is the other co-parcener and is incompetent, will you state your opinion as to whether or not a partition of the property in kind would be beneficial or detrimental to her Estate.
- A. IN my opinion, a division in kind of this building would be to the advantage of Miss Frances' estate because it would make it more marketable and I really believe would increase the value of her portion.

EXAMINERS SPECIAL:

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

Answer:

NO

HEARING ADJOURNED AT 2:30 P.M., April 27, 1956. sine die.

ADJOURNED HEARING resumed at 4 P.M., May 2, 1956.

THE third witness of lawful age produced on the part of the Petitioner, being Clayton C. Carter, Esq., having been duly sworn, did depose and say:

- Q. WILL you please state your name, place of residence and occupation?
- A. Clayton C. Carter, Centreville, Maryland. Attorney at Law.
- Q. THIS is a Petition filed in a Lunacy proceeding to effect a Partition in Kind of certain real estate described in the Petition as the "Law Buildings on Lawyers' Row in the Town of Centreville, Queen Anne's County, Maryland, for many years occupied by the late Madison Brown, Esq., and by John Palmer Smith, Esq."; will you state whether or not you are familiar with this piece of property.
- A. I am because I have been a tenant in that part of said building formerly occupied by the late Madison Brown since the year 1948, shortly after his death.
- Q. WHICH portion of the building have you occupied?
- A. I have occupied that portion which would be the Easterly half adjoining the building known as "The Harper Building".
- Q. STATE, if you will, the description of the building as a whole and the two (2) suits of offices in said building.
- A. It is an all red-brick building of one story with a basement under the suite of offices occupied by the late Madison Brown, has a metal roof, and, I believe, there is a brick partition between the two suits of offices with a common chimney in the partition wall serving both suits of offices.

- Q. STATE whether or not the two suits of offices are of approximately the same value.
- A. They would be, approximately, but in my opinion the suite occupied by Mr. Smith at the present time may be slightly more valuable because of the state of improvement which I believe he has put in, although the suite occupied by me at present has a cellar and Mr. Smith's does not.
- Q. ARE you familiar generally with the values of real estate in the 3rd Election District of Queen Anne's County, Maryland?
- A. I am for two reasons: On occasion as an Attorney at Law, I frequently see the sales price of properties changing hands, and secondly, because I have been, for the last year and a half, a County Commissioner of Queen Anne's County, and as such, sitting in the capacity as one of the assessing body of property in Queen Anne's County.
- Q. STATE, if you will, your opinion of the present market value of the subject piece of real estate in its entirety.
- A. In my opinion, the real estate as an entirety would be worth at least \$9,000.00.
- Q. KNOWING that one of the co-parceners of this property is an incompetent, would you care to state whether or not, in your opinion, a Partition in Kind of the said real estate by dividing the land and building at the point of the brick division wall separating the two suits of offices and using said wall as a common party wall would be advantageous to the said Incompetent, and if so, give reasons.
- A. In my opinion, it would be advantageous for the reason that if it was ever desirable to sell or Mortgage the Incompetent's interest in this building or any part thereof, such could be more easily facilitated; because the interest of the other co-parcener might be such that it could not be easily conveyed or Mortgaged.
- Q. IN the event of such Partition in Kind, would any damage result to either of the co-parceners, in your opinion?
- A. No, if the co-parceners obtained the whole interest in the suits of law offices which they have respectively occupied for many year past.

**EXAMINER'S SPECIAL:**

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

Answer: NO

*Filed May 22, 1956*

No further witnesses being produced and all witnesses being duly sworn,  
I herewith file the Depositions.

B. Hackett Turner, Jr., Examiner - - \$10.00

Mary K. Keating, Stenographer - - \$ 8.00

B. Hackett Turner Jr.  
Examiner

Filed May 22, 1956

ORDER OF COURT

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and Depositions supporting same  
 UPON the afore oing Petition and Affidavit, IT IS, by the Circuit  
 Court for Queen Anne's County, in Equity, ORDERED this 13th day of June  
 1956, that John B. Brown, Trustee of Frances K. Brown, N.C.W., be and he is  
 hereby authorized to enter into, execute, deliver, and file for record a Deed  
 of Partition between himself, as Trustee of Frances K. Brown, and John Palmer  
 Smith and wife, conveying unto the said John B. Brown as Trustee of Frances  
 K. Brown, in fee simple, a lot or land consisting of the Easterly one-half  
 ( $\frac{1}{2}$ ) of the lot of land described in the aforegoing Petition containing and  
 improved by the Easterly one-half ( $\frac{1}{2}$ ) of the Law Office building with the  
 right to use the brick wall dividing the two (2) halves of the said building  
 as a party wall, and conveying unto the said John Palmer Smith the Westerly  
 one-half ( $\frac{1}{2}$ ) of the lot of land described in the aforegoing Petition containing  
 and improved by the Westerly one-half ( $\frac{1}{2}$ ) of the Law Office building with the  
 right to use the brick wall dividing the two (2) halves of the said building  
 as a party wall.

W. R. Harney  
 JUDGE

Filed June 13, 1956

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

IN THE MATTER OF  
DAISY J. COULTER,  
LUNATIC

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY IN  
EQUITY No. 4063

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of James E. Coulter respectfully represents unto your Honors:

1. That Daisy J. Coulter, a long time resident of Queen Anne's County, the mother of your petitioner, is 81 years of age, and is now and for more than one year past, has been of unsound mind and a lunatic, without lucid intervals, and has been confined in the Eastern Shore State Hospital, near Cambridge, Maryland, since about June 2, 1956; and that she is not capable of government of herself or the management of her estate.

2. That the said Daisy J. Coulter, so far as your petitioner knows, is possessed of real estate in Queen Anne's County of the value of \$18,200.00 and of personal property of the value of \$400.00, and there is no one legally authorized to take charge of and manage the same for her, and that it would be for her benefit to appoint a suitable person to take charge of the person and estate of the said Daisy J. Coulter.

WHEREFORE, YOUR petitioner prays that a writ de lunatico inquirendo may be issued to inquire into the sanity of the said Daisy J. Coulter.

And as in duty bound, etc.,

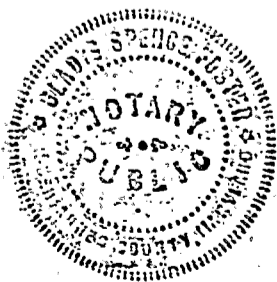
John Clark  
Solicitor for petitioner

James E. Coulter  
James E. Coulter  
Petitioner

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

I HEREBY CERTIFY, that on this 7<sup>th</sup> day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared James E. Coulter and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.



Gladys Spence Foster  
Notary Public

Filed Aug 8, 1956

IN THE MATTER OF  
DAISY J. COULTER,  
LUNATIC

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY IN  
EQUITY No. 40 63

ORDER OF COURT

2  
A Petition having been filed alleging that Daisy J. Coulter is a person of unsound mind, incapable of managing her person and estate, but it appearing to the Court that the sanity of such person hath not yet been determined by the inquisition of a jury, it is

ORDERED THIS 7th DAY of September, 1956, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the foregoing petition be and the same is hereby set down for a hearing on the 11th day of September, 1956, at 10:30 o'clock A.M. (DST) at the Court House in Centreville, Queen Anne's County, Maryland, to determine the sanity of Daisy J. Coulter, with the aid of a Jury to be empanelled by this Court in accordance with law, provided a copy of said foregoing petition and affidavit and of this order be served upon said Daisy J. Coulter on or before the 12th day of September, 1956; a copy thereof to be left with her and another copy to be left with the person in whose care or custody she now is; and the Clerk of this Court is directed to summon twenty (20) good and lawful men from the names upon the regular Jury list of the last Jury Term to attend as Jurors in this case at the time and place hereinbefore set forth.

Filed Sept. 7, 1956

Wm. P. Harney  
Judge



IN THE MATTER OF  
DAISY J. COULTER  
Non Compos Mentis

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

This Inquisition, taken this 14<sup>th</sup> day of September, in the year 1956, at Centreville, Queen Anne's County, Maryland, by virtue of the annexed writ de lunatico inquirendo, upon the oaths of twelve good and lawful men and women, who being duly sworn do witnesseth:

THAT the said Jurors aforesaid do find that the said Daisy J. Coulter, in said writ named, is of unsound mind without lucid intervals so that she is not capable of the government of herself or the managment of her estate and that she has been in such state of mind for more than three years

AND the Jurors do further find that there is no reasonable expectation of her recovery.

AND the Jurors do further find that the said Daisy J. Coulter is seized and possessed of both real and personal estate, the real estate being situate in Queen Anne's County, Maryland, and being of a value of approximately \$ 5,700.<sup>00</sup> and the personal estate consisting largely of chattels of a value of approximately \$ 100.<sup>00</sup>

AND the Jurors do further find that the next of kin and only heir at law of the said Daisy J. Coulter is a son, James E. Coulter, of Queen Anne's County, Maryland, who is an adult.

IN WITNESS WHEREOF the Jurors aforesaid have hereunto subscribed their names and affixed their seals the day and year herein first above written.

C. Frank Boyle (SEAL)  
David Boepf (SEAL)  
Preston Ruth (SEAL)  
John A. Bordner (SEAL)  
William V. Anderson (SEAL)  
Nelly G. Blument (SEAL)  
Martha C. Carter (SEAL)  
Evelyn H. Thomas (SEAL)  
Thomas B. Brown (SEAL)  
Thomas Pringold (SEAL)  
James Steber (SEAL)  
Elvira Wright (SEAL)

Filed Sept. 14, 1956

IN THE MATTER OF : IN THE CIRCUIT COURT  
DAISY J. COULTER : FOR  
Non Compos Mentis : QUEEN ANNE'S COUNTY  
: IN EQUITY

The return of the Inquisition taken in the above case having been submitted for confirmation and said return and the other proceedings having been read and considered; it is, thereupon, this 14th day of September, 1956, by the Circuit Court for Queen Anne's County in Equity, Adjudged and Ordered that the said Inquisition be and it is hereby confirmed.

AND it is further ordered that James E. Coulter be and he is hereby appointed Trustee of the estate of Daisy J. Coulter with full power and authority to take charge of and manage the property and to assume the control of the person of said Daisy J. Coulter under the direction of this Court; but before the said James E. Coulter shall proceed to act as such Trustee he shall give bond to the State of Maryland with sureties to be approved by the Clerk of this Court for the faithful discharge of his duties as such Trustee, in the penalty of \$ 500.00 , if corporate surety be given, or in double that amount if personal surety be given.

Wm. P. Hanes  
Judge.

*Filed Sept. 14, 1956*

Queen Anne's County, to wit: Be it remembered that on this Twentieth day of September 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, James E. Coulter, principal, and Roy E. Golt and Cleveland Johnson, surties, all of Queen Anne's County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars (\$1,000.00) to be paid to the State of Maryland aforesaid; to the payment whereof, well and truly to be made, we hereby bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of September, 1956.

WHEREAS, the above bounden James E. Coulter by virtue of an order of the Circuit Court for Queen Anne's County, in Equity, has been appointed Trustee of the estate and person of Daisy J. Coulter, a Lunatic, in the matter of Daisy J. Coulter, Lunatic, now pending in said Court.

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden James E. Coulter does and shall well and faithfully perform the trust reposed in him by said order, or that may be reposed in him by any future order in the premises, then this obligation to be void, otherwise to remain in full force and virtue in law.

Signed, Sealed and Delivered  
in the presence of:

J. THOMAS CLARK  
J. Thomas Clark

JAMES E. COULTER (SEAL)  
James E. Coulter

ROY E. GOLT (SEAL)  
Roy E. Golt

CLEVELAND JOHNSON (SEAL)  
Cleveland Johnson

and at the foot of the foregoing Bond is the following endorsement, to wit:

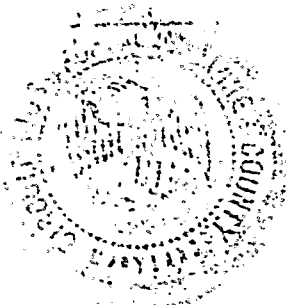
Security approved and Bond filed Sept. 20, 1956

T. SORDEN PIPPIN, CLERK  
T. Sorden Pippin

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

I hereby certify that the foregoing is truly taken and copied from Liber T.S.P. No. 1, folio 180, 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 20th day of September, in the year nineteen hundred and fifty-six.



T. Sorden Pippin  
Clerk

(EQUITY SUBPOENA)

# The State of Maryland

QUEEN ANNE'S COUNTY, TO WIT:



TO DAISY J. COULTER  
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 that is, at any time before or after decree, you may appear and~~  
~~of next and ending fifteen days thereafter~~ cause your answer or other defense to be filed to the  
petition  
complaint of James E. Coulter

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 September, 19 56

Issued the 7th. day of September, 19 56

TO THE DEFENDANT (S): While you are not required to appear and answer, the hearing on the petition accompanying this subpoena has been set for September 14, 1956, at 10:30

~~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.~~

o'clock A.M. (DST) at the Court House in Centreville, Maryland.  
Solicitor for Complainant (s) Petitioner

Name J. Thomas Clark

J. Gordon Pepper, Clerk

Address Centreville, Maryland

(This subpoena and the accompanying, petition, affidavit and order must be served upon said Daisy J. Coulter, and copies thereof left with her as well the Superintendent of the Hospital on or before the 12th. day of September, 1956).

9/24/56  
*Subpoena*  
 Subpoena to be served on Daisy  
 J. Coulter

*Also copy of subpoena  
 and bill of complaint  
 left with Defendant  
 David Beacham  
 ee*

*Filed Sept. 24, 1956*

(Subpoena Duces Tecum.)

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

THE STATE OF MARYLAND  
 DORCHESTER  
 TO THE SHERIFF OF ~~QUEEN ANNE'S COUNTY~~ QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon Dr. George E. Currier, Supt. The Eastern Shore State Hospital/ Cambridge, Md. that all excuses and delays <sup>be set apart, he be</sup> <sub>in Equity</sub> and appear before the Circuit Court for Queen Anne's County/ to be held at Centreville on Friday, Sept. 14, 1956 at 10:30 o'clock A.M. <sup>Monday of</sup> <sub>J. Coulter</sub> <sup>to testify</sup> as to the mental condition of Daisy, and that he then and there bring with him and produce at the time and place aforesaid,

**all records pertaining to her mental condition**

and then and there to testify and show all and singular those things which he knows, or the said records doth import of and concerning a certain matter of controversy in the said Court depending between Plaintiff, and Defendant, on the part of the petitioner 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 3rd day of September 19 56  
 Issued the 8th day of September in the year 19 56

*J. Gordon Pappas* Clerk.

Attorney for petitioner

J. Thomas Clark  
 Centreville, Md.

9/12/56

Summons.

also Copy of Summons &  
Bill of Complaint left  
with defendant

Subpoena Duces Tecum to be served  
on Dr. George E. Currier

Received 11th day of Sept. 1956  
and forthwith delivered to Sheriff of  
Baltimore County

Test: Ray Melon Clerk

David Bratts Tucker

Filed Sept. 24, 1956

In The Matter of	:	In The Circuit Court For
	:	Queen Anne's County
Daisy J. Coulter, Incompetent	:	In Equity No. 4063
	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of James E. Coulter, Trustee, in this cause, unto your Honors respectfully shows:

1. That your Petitioner is the duly appointed and qualified Trustee of the estate of Daisy J. Coulter, who declared incompetent and incapable of managing her estate by inquisition of jury of this court on September 14, 1956.

2. That a part of the corpus of this trust estate consists of the following described real estate, to wit:

"ALL that parcel of land in Crab Alley Neck, on Kent Island in the Fourth Election District of Queen Anne's County, Maryland; Being at a boundary on the southwest corner of the lot of Millie Cromwell and running northerly till it intersects the land of Edward Stallings 105 feet; thence westerly along the line of Stallings lot to a boundary 82½ feet; thence southerly till it intersects the land of Martin L. Jones 105 feet; and thence easterly to the place of beginning 82½ feet, containing 965 square feet of land, more or less".

Being the same land conveyed to Thomas W. Coulter by deed of William Harry King and wife, dated April 10, 1947, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber A.S.G. Jr. No. 17, folio 239, a certified copy of which is filed here as Exhibit A but subject to an estate for the term of the natural life by one Filmore King, now deceased; and which real estate was devised to the said incompetent by the last will of Thomas W. Coulter, deceased, and of record in the Will Records for Queen Anne's County in Liber E.E.C. No. 1, folio 356, a certified copy of which is filed herewith as Exhibit B.

3. That a sale of said real estate appears to be to the best interest and advantage of said incompetent for the reason that the same is a vacant lot, and your Petitioner has been unable to find any person to rent the same so that it is unproductive and a liability upon said estate, and further that money is needed to pay the incompetent board at the State Hospital where she is a patient.

4. That your Petitioner has had an offer of the sum of One Hundred Dollars (\$100.00) for said lot from one, Augustus T. Boyd of Queen Anne's County, Maryland, and believe that said offer is a fair and reasonable one and that said sale would be to the interest and advantage of this estate.

TO THE END THEREFORE:

1. That the said real estate may be sold, and the money arising therefrom to be used for the benefit of said incompetent.

2. That your Petitioner may be authorized and directed to convey the real estate unto the said Augustus T. Boyd, of County aforesaid, after payment of the purchase money, by a good and sufficient deed conveying the property so sold to him, free, clear and discharged of all claim of the said Daisy J. Coulter.

3. That your Petitioner may have such other and further relief in the premises as his case may require.

And as in duty bound, etc.

James E. Coulter  
Petitioner

John Clark  
Solicitor for Petitioner

State of Maryland

to wit:

Queen Anne's County

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of April, 1958, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared James E. Coulter, Trustee, and made oath in due form of law that the matters and facts are true to the best of his knowledge and belief.



Nancy Foster Collier  
Notary Public  
My comm. exp. 5-4-57

*Filed April 25, 1958*

Exhibit A.

.....  
#25,572 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Eighth day of May in the year nineteen hundred and forty seven, the following Deed was brought to be recorded, to wit:

Two-Twenty Cent Recordation Tax Stamps  
Endorsed W.H.K. 5-28-47

One-Fifty Cent and One-Five Cent  
Internal Revenue Stamps Endorsed W.H.K.  
5-28-47

THIS DEED, made this 10th day of April, in the year nineteen hundred and forty-seven, by William Harry King and Ida M. King, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH: That in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said William Harry King and Ida M. King, his wife, do hereby grant and convey unto Thomas W. Coulter, of Queen Anne's County, State of Maryland, the following described real estate, subject to an estate heretofore reserved unto one Filmore King for the term of his natural life in the hereinafter described premises:

ALL that parcel of land in Crab Alley Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland; Beginning at a boundary on the southwest corner of the lot of Millie Cromwell and running northerly till it intersects the land of Edward Stalling 105 feet; thence westerly along the line of Stalling's lot to a coundary 82-1/2 feet; thence southerly till it intersects the land of Martin L. Jones 105 feet; and thence easterly to the place of beginning 82-1/2 feet, containing 965 square feet of land more or less.

Being the same land described and conveyed to William Harry King and Ida M. King, his wife, as Parcel No. 1 in the deed, dated February 25th, 1935, from Filmore King, wherein the said Filmore King reserved unto himself an estate for his natural life in said premises, of record in Liber A.S.G. Jr., No. 1, folio 21, one of the Land Records for Queen Anne's County.

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

TO HAVE AND TO HOLD the above granted property unto the said Thomas W. Coulter, his heirs and assigns, forever, in fee simple, subject however, to the estate reserved unto the said Filmore King for the term of his natural life.

AND the said William Harry King and Ida M. King, his wife, covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the Grantors.

TEST:

DELHA DANCY ROLPH  
Delha Dancy Rolph

WILLIAM HARRY KING (SEAL)  
William Harry King

DELHA DANCY ROLPH  
Delha Dancy Rolph

IDA M. KING (SEAL)  
Ida M. King

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

I Hereby Certify, that on this 10th day of April, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William Harry King and Ida M. King, his wife, and did each acknowledge the foregoing Deed to be their respective act. Witness my hand and Notarial Seal.

Notary  
Public  
Seal.

DELHA DANCY ROLPH Notary Pub-  
Delha Dancy Rolph lic

My Commission Expires May 5- 1947



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

I hereby certify that the foregoing is truly taken and copied from Liber A.S.G. Jr. No. 17, folio 239, 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 25th day of April, in the year nineteen hundred and fifty-eight.

J. Sander Pippin Clerk

Filed April 25, 1958

Exhibit B.

LAST WILL AND TESTAMENT

I, Thomas William Coulter, a resident of Chester, Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this as and for my last will and testament, hereby revoking any and all former wills or other testamentary dispositions that may have been made by me.

1. I hereby make, constitute and appoint my wife, Daisy J. Coulter, of Chester, Maryland, to be the executrix of this my last will and testament; and as I have entire confidence in my said executrix, I desire that she shall be excused from the necessity of giving bond for the faithful performance of her duties, further than shall be required by law to secure the payment of all debts and taxes and assessments properly chargeable upon my estate after my decease.

2. In the event the said Daisy J. Coulter shall predecease me or shall for any reason refuse or be unable to serve as executrix of this my last will and testament, then I do hereby make, constitute and appoint my son, James Edgar Coulter, of Chester, Maryland, as executor of this my last will and testament, to serve in the same manner as herein provided in the preceding paragraph of this my last will and testament.

3. After the payment of all my just debts and funeral expenses, I hereby give, devise and bequeath to my beloved wife, said Daisy J. Coulter, all of my estate and all of the property of which I may die seized and possessed, and to which I may be entitled at the time of my decease, of whatsoever kind and nature, and wheresoever it may be situated, be it real, personal or mixed, absolutely.

4. In the event my said wife, Daisy J. Coulter, shall predecease me, I give, devise and bequeath all of the property and estate of which I may die seized and possessed and to which I may be entitled at the time of my decease, of whatsoever kind and nature, and wheresoever it may be situated, be it real, personal or mixed, absolutely, to my son, said James Edgar Coulter, and his heirs at law.

As witness my hand and seal this 21st day of August, 1946.

Thomas William Coulter (Seal)  
Thomas William Coulter

Signed, sealed, published and declared by the above named testator, Thomas William Coulter, as and for his last will and testament, which at his request and in his presence and in the presence of each other we have hereunder subscribed our names as witnesses thereto:

J Thomas Clark, Centreville, Md.

J H E Legg, Centreville, Md.

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

On the 4th day of August A. D., 1954, came J. Thomas Clark, Custodian of the within and foregoing instrument of writing, purporting to be the last Will and Testament of THOMAS WILLIAM COULTER, late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from the hand of the Testator

on or about the 21st day of August A. D., 1946.

Sworn before

Edward E. Coursey

Register of Wills of Queen Anne's County, Md.

Form 7

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

On the 4th day of August 1954, came J. Thomas Clark and J. H. E. Legg of Centreville, Maryland, the two subscribing witnesses to the foregoing last Will and Testament of THOMAS WILLIAM COULTER, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testator sign and seal said Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with each other subscribed their names as witnesses to said Will at his request in his presence and in the presence of each other.

Sworn in open court.

Test:

Edward E. Coursey

Register of Wills of Queen Anne's County, Md.

FORM 6

State of Maryland,

In the Orphans' Court

For Queen Anne's County:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of THOMAS WILLIAM COULTER,

, 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 <sup>Register of</sup> ~~Court~~ Wills after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 6th day of August, A. D., 1954, that the same be admitted in this Court as the true and genuine last Will and Testament of the said THOMAS WILLIAM COULTER, deceased

.....  
Edward E. Coursey  
.....

.....  
~~Register of Wills for~~  
~~Judge of the Orphans' Court~~  
Queen Anne's County.

In the Orphans' Court for Queen Anne's County, Maryland, Set:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of last Will and Testament of THOMAS WILLIAM COULTER, late of Queen Anne's County, deceased,

as filed and passed in this office on August 6, 1954  
and recorded in Liber E. E. C. No. 1 Folio 356  
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 1958.

E. Elmer Hall  
Register of Wills for Queen Anne's County, Maryland

EX PARTE : IN THE CIRCUIT COURT  
 IN THE MATTER OF : FOR  
 DAISY J. COULTER, : QUEEN ANNE'S COUNTY  
 INCOMPETENT : IN EQUITY  
 : No. 3916

---

 DEPOSITIONS

Pursuant to notice given unto your Examiner by J. Thomas Clark, Esquire, attorney for the Petitioner, of his desire to take testimony in support of the Petition filed on April 25, 1958, your Examiner did attend at the office of J. Thomas Clark, Esquire, Centreville, Maryland, on Tuesday, April 29, 1958, at 10:30 o'clock A.M., and after administering the oath to Marcy Collier, Stenographer, did administer the oath to Roy Golt, Augustus T. Boyd, James E. Coulter and E. Oliver Legg, four witnesses produced by the Petitioner, there being present in addition thereto only J. Thomas Clark, Esquire, and did proceed to take the following deposition.

*Filed April 29, 1958*

The first witness on behalf of the Petitioner, Roy Golt, having been duly sworn, did depose and say:

Questions by Mr. Clark:

Q. State your name, address and occupation.

A. Roy E. Golt, Chester Post Office, Maryland, retired farmer and investor.

Q. Mr. Golt, I hand you this paper and ask you to identify it.

A. This is a certified copy of the Phil King property located on Price's Lane near Chester, Kent Island, Maryland. Offered evidence and marked Exhibit "1" by J. Thomas Clark

Q. Are you familiar with this property?

A. Yes

Q. Are you familiar with the values of comparable properties on Kent Island?

A. Yes

Q. What, in your opinion, would be the fair market value of that property today? State your reasons.

A. \$100.00. This property is a small lot is located in the colored community, is unimproved, to small to be rented and a burden on the estate because of the payment of yearly taxes.

Q. Do you think this property could produce income for this estate?

A. No.

Q. In your opinion, would it be to the interest and advantage of Daisy J. Coulter or her estate to sell the property for the consideration of \$100.00?

A. Yes

Q. Please state your reason why you feel it would.

A. Because it is a burden upon the estate and it would cost too much money to improve it to make it produce income which in its locality would be low.

Examiner's Special.

No.

Roy Galt

The second witness on behalf of the Petitioner, Augustus T. Boyd, having been duly sworn, did depose and say:

Q. State your name, address and occupation.

A. Augustus T. Boyd, Chester Post Office Box 37, Maryland, Waterman.

Q. Are you the offeree to purchase the aforesaid property?

A. Yes

And I hand this paper and ask you what to identify it as.

This is the original offer made by me on April 22, 1958, to Mr. Coulter to purchase his Mother's property known as the Phil King Property for the sum of \$100.00 and Mr. Coulter's acceptance of said offer. Offered in evidence and marked as Exhibit "2" by J. Thomas Clark.

EXAMINER'S SPECIAL.

No.

Augustus T. Boyd

The third witness on behalf of the Petitioner, James E. Coulter having been duly sworn, did depose and say:

Q. State your name, address and occupation.

A. James E. Coulter, Chester Post Office, Maryland, retired.

Q. Mr. Coulter, are you the trustee of the Estate of Daisy J. Coulter, Incompetent, at the present time.

A. Yes.

Q. I hand you the paper marked "Exhibit 2" which purports to be an offer of the sale of the Phil King Property from Augustus T. Boyd to you as trustee of your Mother's Estate and ask you whether or not you did accept upon its terms and conditions?

A. Yes

Q. Do you think that the sale price of \$100.00 is a fair and reasonable one, and that the sale is to the interest and advantage to your Mother's estate?

A. Yes, because I have been unable to rent it and it is an unimproved lot and I have to pay taxes on it every year.

EXAMINER'S SPECIAL.

No.

James E. Coulter

The fourth witness on behalf of the Petitioner, E. Oliver Legg, Sr. having been duly sworn, did depose and say:

Questions by Mr. Clark:

Q. State your name, address and occupation.

A. E. Oliver Legg, Sr., Chester, Maryland, farmer.

Q. Mr. Legg, I hand you this paper and ask you to identify it.

A. This is certified copy of the Phil King Property located on Price's Lane near Chester, Kent Island, Maryland. Offered evidence and market Exhibit "1" by J. Thomas Clark.

Q. Are you familiar with this property?

A. Yes

Q. Are you familiar with the values of comparable properties on Kent Island in this vicinity?

A. I think so.

Q. What, in your opinion, would be the fair market value of that property today? State your reasons.

A. \$100.00, this property is poorly drained, small, its in a colored vicinity and is unimproved and is a burden on the estate.

Q. Do you think this property could produce income for this estate?

A. no.

Q. In your opinion, would it be to the interest and advantage of Daisy J. Coulter or her estate to sell the property for the consideration of \$100.00?

A. I do.

Please state your reason why you feel it would.

A. For the reasons I stated in one of my prior answers, since it is not an asset to the Estate.

Examiner's Special.

The only thing else that I could say is that the lot is too small to put in a sewage system of any kind under present sanitary regulations that exist in this county.

*E. Oliver Legg Sr*

*B. Hackett Turner*  
Examiner

Examiner's costs:

B. Hackett Turner, Examiner. . . . . \$ 10.00

Stenographer:

Marcy Collier . . . . . 7.50

Witness:

Roy Golt )  
Augustus T. Boyd )  
James E. Coulter ) WAIVED  
E. Oliver Legg )

\$ 17.50

*Filed April 29, 1958*

FOR Examiner's Exhibit No. 1, filed  
April 29, 1958, SEE Exhibit A, filed  
April 25, 1958.

THIS OFFER made this 22nd day of April, 1958, by  
Augustus T. Boyd, of Queen Anne's County.

The offeror hereby offers to purchase from James E. Coulter, Trustee of Daisy J. Coulter, Incompetent, the vacant lot known as "The Phil King Property", located in the Fourth Election District of Queen Anne's County, Maryland, near Chester, and being the real estate conveyed to Thomas W. Coulter by deed of William Harry King and wife, dated April 10, 1947, and recorded among the land records for Queen Anne's County in Liber A.S.G.Jr., No. 17, folio 239, upon the following terms and conditions

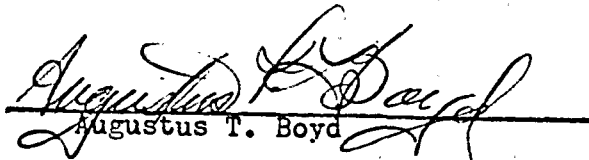
1-That said sale must be decreed and ratified by the Circuit Court for Queen Anne's County, in Equity.

2-That a good merchantable title is to be given said offeror.

3-That the purchase price shall be the sum of \$100.00, which shall be paid after ratification by the Circuit Court for Queen Anne's County, in Equity of said sale and a good merchantable title to said real estate is offered.

4-That all taxes will be adjusted as of the date of transfer of said real estate.

5-That the offeror shall bear the cost of preparing deed, revenue stamps and any title search of said real estate.

  
Augustus T. Boyd

The above offer is hereby accepted upon the terms and conditions set forth above, this 22nd day of April, 1958.

  
James E. Coulter, Trustee of  
Daisy J. Coulter, Incompetent

*Filed April 29, 1958*

In The Matter of  
Daisy J. Coulter,  
Incompetent

In The Circuit Court For  
Queen Anne's County  
In Equity  
N o. 4063

D E C R E E

The proceedings in this cause, consisting of petition for sale of real estate and the depositions, having been read and considered, It Is, this 6<sup>th</sup> day of May, 1958, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED as follows:

That the real estate mentioned and described in these proceedings as "The Phil King Lot" be sold unto Augustus T. Boyd for the sum of One Hundred Dollars (\$100.00) upon the terms set forth in the offer and acceptance filed in these proceedings as "Exhibit 2" to the Depositions; it appearing to the Court that a sale of said land would be to the interest and advantage of said incompetent.

That as soon as may be convenient after he has made sale of said property unto said purchaser in accordance with the terms and conditions set forth in the aforesaid "Exhibit 2", said Trustee shall return to this Court a full and particular account of said sale with an affidavit of the truth thereof and of the fairness of said sale.

That upon the Court's ratification of said sale and on the payment of the whole of the purchase money, and not before, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded agreeably to law, at the purchaser's expense, convey to the purchaser, the property and estate so sold to him, free, clear and discharged of all claims of the parties to this cause, and of those claiming by, through or under them or any of them.

And the said Trustee shall bring into this Court all of the money arising from said sale, to be disbursed or invested under the direction of this Court, after deducting therefrom the cost 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.

Thos. Fealung Jr.  
Judge

Filed May 6, 1958



18  
In The Matter of  
Daisy J. Coulter,  
Incompetent

In The Circuit Court For  
Queen Anne's County  
In Equity

No. 4063

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of James E. Coulter, trustee, respectfully sets forth:

1. That in accordance with the Decree of May 6, 1958, of this honorable Court, your trustee did sell to Augustus T. Boyd for the sum of \$100.00, under the terms and conditions of the Offer and Acceptance filed as Exhibit 2 to the Depositions heretofore filed the following described real estate, to wit:

All that parcel of land in Crab Alley Neck, on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, beginning at a boundary on the southwest corner of the lot of Millie Cromwell and running northerly till it intersects the land of Edward Stalling 105 feet; thence westerly along the line of Stalling's land to a boundary 82½ feet; thence southerly till it intersects the land of Martin L. Jones 105 feet; and thence easterly to the place of beginning 82½ feet, containing 965 square feet of land, more or less. Being all the land conveyed to Thomas W. Coulter by William Harry King and wife, by deed dated April 10, 1947, and recorded among the land records for Queen Anne's County aforesaid in Liber A.S.G.Jr., #17, folio 239, and which was devised to said Daisy J. Coulter, by will of Thomas W. Coulter, now deceased, and being recorded among the will records for said Queen Anne's County in Liber E.E.C., #1, folio 356.

2. That your petitioner believes that the purchaser will comply with the terms of said sale, and will pay said purchase price upon ratification of said sale by this Court.

3. The report states the amount of sale to be \$100.00.

Respectfully submitted,

James E. Coulter  
James E. Coulter, Trustee

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

This is to certify that on this 27 day of May, 1958, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared James E. Coulter, trustee named in the foregoing report of sale, and made oath in due form of law that the matters and facts set forth in the foregoing report are true and bona fide as therein set forth, and that the sale reported therein was fairly made.

2. Gordon Pippin  
Clerk

Filed May 27, 1958

In the Matter of  
Daisy J. Coulter  
Lunatic

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
NO. 4063

ORDERED, this 27th day of May, 1958, that the sale  
of real estate

made and reported in this cause by James E. Coulter, Trustee  
, be ratified and confirmed, on or after the 27th  
day of June next, unless cause to the contrary thereof be previously shown; pro-  
vided 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 June 1958, and ending on the 19th day of June  
1958

The report states the amount of sales to be \$ 100.00

*T. Sorden Pippin* Clerk

Filed: May 27, 1958

**NISI**

In the Matter of  
Daisy J. Coulter  
Lunatic

In The Circuit Court for  
Queen Anne's County

In Equity  
No. 4063

ORDERED, this 27th day of May,  
1958, that the sale of real estate  
made and reported in this cause by  
James E. Coulter, trustee, be ratified  
and confirmed, on or after the 27th  
day of June, next, unless cause to the  
contrary thereof be previously shown;  
provided a copy of this order be in-  
serted 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 June, 1958, and  
ending on the 19th day of June,  
1958.

The report states the amount of  
sales to be \$100.00.

Filed: May 27, 1958

T. SORDEN PIPPIN, Clerk

True Copy

Test: T. SORDEN PIPPIN, Clerk

34-6-15

*Queen Anne's Record-Observer*

Centreville, Md., August 8, 1958

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body  
corporate, does hereby certify that the Nisi

in the case/estate of In the Matter of Daisy J. Coulter,  
Lunatic

In the Circuit Court for Queen Anne's County  
In Equity No. 4063

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 June, 1958, and that the first insertion of said advertisement in  
said QUEEN ANNE'S RECORD-OBSERVER was on the 5th day of June  
1958, and the last insertion on the 19th day of June, 1958.

THE QUEEN ANNE'S RECORD AND OBSERVER  
PUBLISHING COMPANY

By *E. S. ...*

Filed Aug. 18, 1958

21

In The Matter of  
Daisy J. Coulter,  
Incompetent

In The Circuit Court For  
Queen Anne's County  
In Equity  
No. 4063

To The Honorable, The Judges of said Court:

The petition of James E. Coulter, Trustee in this cause, Augustus T. Boyd, purchaser, and Augustus T. Boyd and Lois Boyd, his wife, substitute purchasers, respectfully sets forth:

1. That heretofore, on the 26th day of April, 1958, your trustee did at private sale sell the real estate described in the report of sale filed in this cause to Augustus T. Boyd for the sum of \$100.00, which sum has been paid in full.

2. That the aforesaid sale has not been finally ratified by this court.

3. That the said Augustus T. Boyd, purchaser, now desires to have himself, Augustus T. Boyd and Lois Boyd, his wife, as tenants by the entireties, substituted as purchasers of said real estate in the place and stead of Augustus T. Boyd, under the same terms and conditions as the original purchaser, and that the said original purchaser be released from all liability on said sale by said trustee, and the said substitute purchasers are willing to be substituted as purchasers of said real estate upon the original terms and conditions of sale, and the said trustee hereby accents to said substitution.

Wherefore, your petitioners pray this Court to pass an order substituting in the place and stead of Augustus T. Boyd, purchaser, Augustus T. Boyd and Lois Boyd, his wife, as tenants by the entireties, as substitute purchasers of said real estate sold in these proceedings under the same terms and conditions as said realty was sold to the original purchaser, by the report of sale filed in this cause.

Respectfully submitted,

James E. Coulter  
James E. Coulter, Trustee

Augustus T. Boyd  
Augustus T. Boyd, Purchaser

Lois Boyd  
Lois Boyd, Substitute Purchasers

Augustus T. Boyd and

Filed Aug. 18, 1958

FINAL ORDER OF RATIFICATION

22

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 18<sup>th</sup> day of August, 1958, 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 this cause; and the allowed the usual commissions and such proper expenses, not personal, as he shall produce proper vouchers.

Filed Aug. 18, 1958

Thos. Prater Jr.  
Judge

23  
Upon the foregoing petition, it is this 18 day of ~~July~~ <sup>August</sup>, 1958, Ordered by The Circuit Court for Queen Anne's County, in Equity, that Augustus T. Boyd and Lois Boyd, his wife, as tenants by the entireties, be and they are hereby substituted as purchasers of the real estate sold in this cause by James E. Coulter, trustee, in the place of Augustus T. Boyd, the original purchaser, and it is further ordered by the authority of this Court that said substitute purchasers shall be subject to the same terms and conditions as the original purchaser as set forth in the report of sale filed in this cause.

24  
Dated Aug. 8, 1958

*Thos. K. [Signature]*  
Judge

IN THE MATTER OF  
DAISY J. COULTER,  
INCOMPETENT

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

No. 4063

PETITION TO RESIGN AS TRUSTEE AND REQUEST FOR APPOINTMENT OF NEW TRUSTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of James Edgar <sup>Coulter</sup> trustee in the above entitled cause, by J. Thomas Clark, his attorney, respectfully represents:

1. That your petitioner is the dully appointed and qualified trustee of the estate of Daisy J. Coulter, incompetent, since September 21, 1956.

2. That at the time your petitioner accepted his office and entered his duties as such trustee, there was no cash assets in said estate, only real estate and personal property of little or no value.

3. That at the time of your petitioner's appointment as trustee and ever since including the present time, the said Daisy J. Coulter was and still is a patient at the Maryland State Hospital at Cambridge, Maryland.

4. That during the time your petitioner was such trustee, the only monies he received in admknistrating said estate was as follows:

\$40.00 per month as a social security payment in total sum of	\$1440.00
\$100.00 for sale of lot of land unde4 order of this court	100.00
\$20.00 per month for rental of house for approximately 1 yr	240.00
Total received	\$1780.00

5. That during the said time your petitioner was trustee of this estate, he made the following expenditures:

- 1-the sum of \$26.50 payable to the State of Maryland for the care and maintenance of said incompetent at the State Hospital, the total amount of payments being unknown
- 2-Insurance premiums for fire on the two pieces of real estate owned by the incompetent in about the sum of \$120.00
- 3-Court costs in the total sum of \$229.15
- 4-State and County taxes on realty of incompetent kn about the sum of \$184.46
- 5-Payment of attorney's fee in sum of \$100.00, per order of court.

6. That your trustee and petitioner has never filed an annual report in this cause, but has no monies that belong to this estate, and in fact has spent some of his own money on behalf of said ihcompetent, but has no record of the same.

7. That your peitioner as trustee, still owes on behalf of said estate the following, to wit; insurance premiums for fire insurance on realty in sum of \$54.02, taxes on realty in sum of \$94.82, any additional court costs that might be unpaid as a result of this petition.

8. That your petitioner is now disabled physically to such an extent that he must be confined in a nursing home, and as such is unable to properly perform his duties as such trustee, and desires to resign, as per his attached resignation attached hereto and marked Exhibit A, and that he be finally discharged from his duties as such trustee, and that his bond also be released and discharged.

9. That after diligent inquiry, your petitioner has found some whom your petitioner believes and knows would be agreeable to assume the obligation of trustee of this estate, namely, Roy Golt, of Chester, Maryland, who is such a person who your petitioner believes is justly qualified for such a position of trust.

10. That your petitioner waives any and all commissions that he may be entitled to as a result of his services as trustee of this estate.

Wherefore, your petitioner prays this honorable court to pass an order accepting his resignation as trustee of this estate, and finally discharging him and his bond; to appoint a new trustee, and also directing your petitioner to pay over and deliver the assets of this estate to the new trustee, who shall sign a receipt and release for the same to be filed in this cause; and for such other and further relief as his case may require.

And as in duty bound, etc.,

James Clark  
Attorney for Petitioner

Filed Nov. 10, 1959

In The Matter of  
Daisy J. Coulter,  
Incompetent

In The Circuit Court For  
Queen Anne's County  
In Equity

No. 4063

Resignation of Trustee and Consent

I, James Edgar Coulter, trustee of the estate of Daisy J. Coulter, because of my present infirmities, hereby offer my resignation as trustee of the estate of said Daisy J. Coulter, and request that someone whom the Circuit Court for Queen Anne's County, in Equity, might feel is qualified be appointed in his place. That this resignation should also be considered as an assent to who may be appointed in my place and stead.

Witness as to signature:

James E. Coulter  
James Edgar Coulter

Exhibit A

Filed Nov. 10, 1959

ORDER OF COURT

26.

Upon the foregoing petition, it is this 10<sup>th</sup> day of November, 1959, Ordered by the Circuit Court For Queen Anne's County, in Equity, that James Edgar Coulter be, and he is hereby finally discharged as trustee in this cause, that Roy Golt be and he is hereby appointed trustee of the estate of Daisy J. Coulter in the place and stead of the said James Edgar Coulter, and that he shall assume his duties as such trustee after he has filed with the Clerk of this Court his <sup>approved by the Clerk of this Court</sup> bond, conditioned upon the faithful performance of his duties, in the sum of \$1,000 <sup>of personal assets</sup>, at which time the said James Edgar Coulter is directed to turn over the assets in this cause to the said Roy Golt, and the said James Edgar Coulter shall file in this cause the release and receipt of Roy Golt of the same, *and said new trustee will file in this cause an inventory of the real estate.*

*Filed Nov. 10, 1959*

*Medford E. Golt*  
 Judge

Queen Anne's County, to wit: Be it remembered that on this Eighteenth day of November in the year nineteen hundred and fifty-nine, the following Bond was brought to be recorded, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Roy Golt, principal, and Medford E. Golt and Lola C. Golt, sureties, all of Queen Anne's County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars (\$1,000.00) to be paid to the State of Maryland aforesaid; to the payment whereof, well and truly to be made, we hereby bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated November 16, 1959.

WHEREAS, the above bounden Roy Golt by virtue of an order of the Circuit Court for Queen Anne's County, in Equity, has been appointed Trustee of the estate and person of Daisy J. Coulter, a Lunatic, in the matter of Daisy J. Coulter, Lunatic, now pending in said Court.

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden Roy Golt does and shall well and faithfully perform the trust reposed in him by said order, or that may be reposed in him by any future order in the premises, then this obligation to be void, otherwise to remain in full force and virtue in law.

Signed, Sealed and Delivered  
 in the presence of:

ROY GOLT (SEAL)  
 Roy Golt

HELEN K DANIEL

MEDFORD E GOLT (SEAL)  
 Medford E. Golt

LOLA C. GOLT (SEAL)  
 Lola C. Golt

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

Security approved and Bond filed Nov. 18, 1959

T. Sorden Pippin, Clerk

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 1, folio 378, 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 18th day of November in the year nineteen hundred and fifty-nine.



*J. Gordon Pippin*  
Clerk

In The Matter of  
Daisy J. Coulter,  
Incompetent

In The Circuit Court For  
Queen Anne's County  
In Equity  
No. 4063

REPORT OF ASSETS

1-Real Estate:

a-The Daisy Coulter Homeplace, situate in the Fourth <sup>Elect</sup>lection District of Queen Anne's County, in Crab Alley Neck, containing 1 3/4 acres of land, more or less, with improvements, title reference being Liber JFR, #2, folio 194.....\$3,500.00

b-The John Hill Property situate in Crab Alley Neck in the Fourth <sup>Elect</sup>lection District of Queen Anne's County, containing 1/2 acres of land, more or less, with improvements, title reference being NBW, #8, folio 291..... 1,500.00

2-Personal Property, small amount of furniture which has no value even as junk..... 0

Total value of assets..... \$5,000.00

Respectfully submitted,

*Roy Galt*  
Trustee

*Filed Nov. 18, 1959*

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In The Matter of  
Daisy J. Coulter,  
Incompetent

In The Circuit Court For  
Queen Anne's County  
In Equity No. 4063

PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Roy Golt, Trustee, in this cause, unto your Honors respectfully represents:

1. That your Petitioner is the duly appointed and qualified Trustee of the Estate of Daisy J. Coulter, Incompetent, under order of this Court of November 10, 1959.

2. That a part of the corpus of this trust estate consists of the following described real estate, to wit:

"All that parcel of land situate, lying and being in Crab Alley Neck, in the Fourth Election District of Queen Anne's County, Maryland, and described as follows, that is to say: BEGINNING at George Tull's gate post and running South 30 feet and running Southwest 379 feet to Narrows and running West 180 feet and North 171 feet and running East 387 feet to the place of beginning adjoining lands of Elmer Golt's Public Landing and George Tull and containing 1 3/4 acres of land, more or less."

Being the same land conveyed to Daisy R. Coulter by Elmer Golt by deed dated April 21, 1919, and recorded among the land records of Queen Anne's County aforesaid in Liber J.F.R., No. 2, folio 194, a certified copy of which deed is filed herewith as Exhibit A.

3. That Daisy J. Coulter, Incompetent, and Daisy R. Coulter, are one and the same person.

4. That a sale of said real estate appears to be to the best interest and advantage of said incompetent for the reason that the same is unproductive as to income, vacant, and a liability upon the estate, that the improvements located thereon are in need of extensive repair, and money is need to pay overdue accounts of taxes and insurance on the assets of this estate.

5. That your Petitioner has not as yet received any offer for the sale of the same, but desires to sell the same at either public or private sale, but if at private sale for not less than the sum of \$3,500.00, which sum would be a fair and reasonable one, and that such a sale would be to the interest and advantage of this estate.

To the end, therefore:

1. That the said real estate may be sold, and the money arising therefrom be used for the benefit of said incompetent.

2. That such real estate may be sold at either public or private sale under such terms as this court may prescribe.



3. That your Petitioner may be authorized and directed to convey said real estate unto a bona fide purchaser after payment of the purchase money by a good and sufficient deed conveying the property so sold to said purchaser free, clear and discharged of all claim of the said Daisy J. Coulter.

4. That your Petitioner may have such other and further relief in the premises as his case may require.

And as in duty bound, etc.,

*John Clark*  
Attorney for Petitioner

*Roy C. Golt*  
Petitioner

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

I HEREBY CERTIFY that on this 24 day of November, 1959, before me, the subscriber, Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Roy Golt, Trustee in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

*J. Gordon Pizzini* Clerk

*Filed Nov. 24, 1959*

#6959. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 22nd day of April, in the year nineteen hundred and nineteen, the following DEED was brought to be recorded, to wit:

THIS DEED, made this 21st day of April in the year nineteen hundred and nineteen by Elmer Golt of Chester Queens Annes Co., Maryland

WITNESSETH that in consideration of the sum three hundred and sixty dollars (\$360.00) the receipt of which is hereby acknowledged the said Elmer Golt do grant unto Daisy R. Coulter of Queen Anne's County, State of Maryland her heirs and assigns, in fee simple, all situate, lying and being in Crab-Alley Neck Kent Island and described as follows, that is to say Beginning at George Tulls gate post running South thirty feet and running south West three hundred and seventy nine feet to Narrows and running West one hundred and eighty feet and running North one hundred and seventy one feet and running East three hundred and ninety seven feet to the place of beginning adjoining lands of Elmer Golt Public Landing and George Tull.

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

TO HAVE AND TO HOLD the and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Daisy R. Coulter Queen Anne's County Maryland in fee simple. one and three fourths acres of land.

And the said Elmer Golt Queen Anne's County, Md. covenant that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said grantor.

Test: John O. Phillips

Elmer Golt

(SEAL)

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

I hereby certify, that on this 21<sup>st</sup> day of April in the year nineteen hundred and nineteen before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Elmer Golt and acknowledged the foregoing Deed to be his act.

John O. Phillips J P

One Fifty Cent Internal Revenue Stamp Endorsed E. G. 4/21/19.

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

I hereby certify that the foregoing is truly taken and copied from Liber J.F.R. No. 2, folio 194 etc., a Land Record Book for Queen Anne's County.



In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 18th day of November, in the year nineteen hundred and fifty nine.

*J. Anderson Pippin* Clerk

*Filed Nov. 24. 1959*

31  
/

IN THE MATTER OF  
DAISY J. COULTER,  
INCOMPETENT

\* IN THE CIRCUIT COURT FOR  
\* QUEEN ANNE'S COUNTY  
\* In Equity No. 4063

\*\*\*\*\*

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark, Attorney for Roy Golt, Trustee, did, at the office of James E. Thompson, Jr., Lawyers Row, Centreville, Maryland, on Tuesday, November 24th, 1959, at 11:00 o'clock, A.M. after swearing the witnesses and the stenographer, proceeded to take their testimony; and I do hereby further certify that I was present during the taking of said testimony, that the examination was properly conducted, and that I did not deem it necessary for me to examine any of the witnesses, there being no irregular or unusual circumstances in the taking of said testimony or in the conduct of the proceedings.

*B. Hackett Turner*

B. Hackett Turner  
Examiner

*Filed Dec. 1, 1959*

Medford E. Golt, the first witness, being duly sworn, did depose and say:

Questions by Mr. Clark:

Q: State your name, address and occupation.

A: Medford E. Golt, Stevensville, Maryland, Fire Insurance Salesman.

Q: I hand you this paper and ask you to identify it.

A: This is a certified copy of the Deed of the Daisy J. Coulter property located on the waters of Crab Alley Creek and Little Creek on Kent Island in the Fourth Election District, Queen Anne's County, Maryland.

Q: Are you familiar with this property?

A: Yes sir.

Q: Are you familiar with the values of comparable properties on Kent Island in that vicinity?

A: I would say so, yes.

Q: What, in your opinion, would be the fair market value of the property today? Also state your reasons.

A: \$3,500.00 - just the condition of it. It is run down, in very poor condition, surrounded by shanties, bad road and lot of colored element around it. I don't think it would be worth any more even though it is located on the water.

Q: Do you think this property could produce income for this estate?

A: I would not say so. It would have to be a lot of money spent on the property.

Q: In your opinion, would it be to the interest and advantage of Daisy J. Coulter or her estate to sell the property for the consideration of \$3,500.00 and state the reason for your answer.

A: To sell it for \$3,500.00?

Q: Yes.

A: Yes.

Q: State your reasons?

A: Because of the location and condition it is in. It is unproductive and is a burden on the estate to keep it. It is unoccupied and is depreciating. For that reason it is in a poor state of repair. It is not even rentable.

Albert Roe, the second witness, being duly sworn, did depose and say:

Q: State your name, residence and occupation.

A: Albert Roe, Chester, Maryland, waterman.

Q: Are you familiar with the property known as the Daisy J. Coulter property located on the shore of Crab Alley Creek?

A: Yes.

Q: Are you familiar with values of comparable properties located in that vicinity?

A: Yes.

Q: What in your opinion would be the fairmarket value of this property today?

A: \$3,500.00.

Q: For what reasons.

A: Well, it is in pretty bad shape for one thing, run down, its location and surroundings, which are mainly negro shanties and oyster houses. I don't believe it is rentable either. I know I would not rent it.

Q: Do you think this property in its present condition could produce income for this estate?

A: No.

Q: In your opinion, would it be to the interest and advantage of Daisy J. Coulter or her estate to sell the property for \$3,500.00.

A: Yes.

Q: State your reasons.

A: For the reasons I have stated before. This property is depreciating and getting in worse condition all the time.

Roy Golt, the third witness, being duly sworn, did depose and say:

Q: State your name, address and occupation.

A: Roy Golt, Chester, Maryland, retired farmer and investor.

Q: Mr. Golt, are you the Trustee of the Estate of Daisy J. Coulter, Incompetent, at the present time?

A: Yes.

Q: Are you familiar with the real estate owned by your incompetent known as the Daisy J. Coulter property located on the waters of Crab Alley Creek.

A: Yes. I have known the property all of my life.

Q: What do you consider the present fair market value of this property?

A: \$3,500.00.

Q: Do you think it would be to the interest and advantage of this estate for you to sell this property for the sum of \$3,500.00?

A: Yes, if I couldn't get any more, because of its location. It is surrounded by shanties, oyster houses, beer parlors, migrant negro laborers, and the main dwelling located on the property is a two-story, five room, frame house. It is in poor repair, needs painting, weather boarding, needs a new roof, has no modern conveniences such as heat, electricity, running water or a bathroom.

Q: Do you think it is necessary at this time to sell this premise?

A: Yes, because there are insurance premiums that have not been paid in this estate as well as State and County taxes which are due, and there is no cash money in this estate at this time.

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses, and the costs chargeable as follows, to wit:

Beverly C. Larrimore, Stenographer,  
for taking and transcribing the  
testimony.....\$ 10.00

B. Hackett Turner, Examiner.....\$ 10.00

And I do further certify that said testimony was commenced at 11:00 o'clock, A.M. and was completed at 11:30 o'clock, A.M. or a period of thirty minutes.

B. Hackett Turner

Examiner

*Filed Dec. 1. 1959*

In The Matter of  
Daisy J. Coulter,  
Incompetent

In The Circuit Court For  
Queen Anne's County  
In Equity  
No. 4063

D E C R E E

*And at offering  
to be sold in whole  
and advantage  
of the incompetent  
that said real  
estate be sold.*

The proceedings in this cause, consisting of petition for sale of real estate and the depositions, having been read and considered, it is this 9th day of December, 1959, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED as follows:

That the real estate mentioned and described in these proceedings as "ALL that parcel of land situate, lying and being in Crab Alley Neck, in the Fourth Election District of Queen Anne's County, Maryland, and described as follows, that is to say: Beginning at George Tull's gate post and running South 30 degrees and running Southwest 379 feet to Narrows and running West 180 feet and North 171 feet and running East 387 feet to the place of beginning adjoining lands of Elmer Golt's Public Landing and George Tull, and containing 1 3/4 acres of land., more or less.", may be sold at either public or private sale, but if at private sale for not less than the sum of \$ 3,500.00 cash, and if at public sale for the highest price obtainable after first giving at least twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper published in Queen Anne's County, for cash.

That if the Trustee deems it expedient, he may employ a real estate broker to effect a private sale of said real estate, and pay him for his services a reasonable fee.

That as soon as may be convenient after he has made sale of said property, said Trustee shall return to this Court a full and particular account of said sale with an affidavit of the truth thereof and of the fairness of said sale.

That upon the Court's ratification of said sale and on the payment of the whole of the purchase money, and not before, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded agreeably to law, at the purchaser's expense, convey to the purchaser, the property and estate so sold to him, free, clear and discharged of all claims of the parties to this cause, and of those claiming by, through, or under them or any of them.

And the said Trustee shall bring into this Court all of the money arising from said sale, to be disbursed or invested 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.

*Handwritten signature*  
Judge

*Filed Dec. 9. 1959*

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In The Matter of  
Daisy J. Coulter,  
Incompetent

In The Circuit Court For  
Queen Anne's County  
In Equity  
No. 4063

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Roy Golt, trustee, respectfully sets forth:

1. That in accordance with the Decree of December 9, 1959, of this honorable Court, your trustee did sell, at private sale, to John Carroll Palmer and Elizabeth T. Palmer, his wife, for the sum of \$3,500.00, as per the Contract of Sale attached hereto and marked Exhibit #1, the following real estate to wit:

All that parcel of land situate, lying and being in Crab Alley Neck, in the Fourth Election District of Queen Anne's County, Maryland, and described as follows, that is to say: Beginning at George Tull's gate post and running South 30 feet and running Southwest 379 feet to Narrows and running West 180 feet and North 171 feet and running East 387 feet to the place of beginning adjoining lands of Elmer Golt's Public Landing and George Tull, and containing 1 and 3/4 acres of land, more or less. Being the same and all the land conveyed to Daisy R. Coulter by Elmer Golt by deed dated April 21, 1919, and recorded among the land records of Queen Anne's County aforesaid in Liber J. F. R. , No. 2, Folio 194.

2. That your petitioner believes that the purchasers will comply with the terms of said sale, namely, having already paid the sum of \$1,000.00 down will pay the balance without interest in the sum of \$2,500.00 upon ratification of said sale by this Court.

3. The report states the amount of said sale to be \$3,500.00.

Respectfully submitted,

Roy Golt  
Roy Golt, Trustee

Filed May 24, 1960

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

This is to certify that on this 24 day of May, 1960, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared Roy Golt, trustee named in the foregoing report of sale, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true and bona fide as therein set forth, and that the sale reported therein was fairly made.

Filed May 24, 1960

J. Loder Piggins  
Clerk



THIS AGREEMENT, Made this 23 day of May, nineteen hundred and sixty, between Roy Golt, Trustee of Daisy J. Coulter, Incompetent, of Queen Anne's County, Maryland, party

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of the first part, and John Carroll Palmer and Elizabeth T. Palmer, his wife, of Queen Anne's County, Maryland, parties

of the second part.

Witnesseth, that the said party of the first part do es hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following

described property, situate and lying in In Crab Alley Neck, in the Fourth Election District of Queen Anne's County, Maryland, and described as follows, that is to say: Beginning at George Tull's gate post and running South 30 feet and running Southwest 379 feet to Narrows and running West 180 feet and North 171 feet and running East 387 feet to the place of beginning, adjoining lands of Elmer Golt's Public Landing and George Tull, and containing 1 and 3/4 acres of land, more or less. Title reference being deed recorded among the land records for Queen Anne's County aforesaid in Liber J. F. R., No. 2, folio 194.

At and for the price of Three thousand five hundred Dollars, of which One thousand Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows:

The balance in the sum of \$2,500.00 to paid in cash on or after the date of ratification of said sale by the Circuit Court for Queen Anne's County, in Equity in Cause #4063

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, and insurance premiums to be adjusted as of May 23, 1960 as between the Vendor and Vendees. Possession to be given as of the date of these presents.

~~Done in the presence of this contract,~~

Witness our hands and seals.

Test:

Clarice H. Knapp

Roy Golt [SEAL]
Roy Golt, Trustee
John Carroll Palmer [SEAL]
John Carroll Palmer
Elizabeth T. Palmer [SEAL]
Elizabeth T. Palmer [SEAL]

Exhibit 1
Filed May 24, 1960

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### ORDER NISI ON SALE

In The Matter of  
Daisy J. Coulter,  
Incompetent

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 4063

ORDERED, this 24th day of May, 1960, that  
the sale of the real property, made and reported in this cause by  
Roy Golt, Trustee, be ratified and confirmed,  
on or after the 24th day of June, 1960, unless  
cause to the contrary thereof be previously shown; provided a copy of this order be inserted  
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-  
cessive weeks before the 17th day of June, 1960.

The report states the amount of sales to be \$ 3,500.00.

*T. Sorden Pippin* Clerk

Filed May 24, 1960

#### Order Nisi On Sale

In The Matter of  
Daisy J. Coulter,  
Incompetent

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

Cause No. 4063

ORDERED, this 24th day of May, 1960, that the sale of the real property, made and reported in this cause by Roy Golt, Trustee, be ratified and confirmed, on or after the 24th day of June, 1960, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 17th day of June, 1960.

The report states the amount of sales to be \$3,500.00.

T. Sorden Pippin, Clerk

Filed May 24, 1960.

True Copy

Test: T. SORDEN PIPPIN, Clerk  
3t-6-9

### Queen Anne's Record-Observer

Centreville, Md., June 10, 1960

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Order Nisi On Sale

in the ~~case~~ estate of Daisy J. Coulter, Incompetent

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 26 successive weeks before the 17th day of June, 1960, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 26th day of May, 1960, and the last insertion on the 9th day of June, 1960.

THE QUEEN ANNE'S RECORD AND OBSERVER  
PUBLISHING COMPANY

Filed June 10, 1960

By *E. A. Hadd*

FINAL ORDER OF RATIFICATION

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ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 24 day of June, 1960, 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 this cause; and the trustee is allowed the usual commissions and such other expenses, not personal, as he shall produce proper vouchers.

Wm. J. Sealley  
Judge

Filed June 24, 1960

444  
 IN THE MATTER OF  
 DAISY J. COULTER,  
 INCOMPETENT

::  
 ::  
 ::

IN THE CIRCUIT COURT FOR  
 QUEEN ANNE'S COUNTY  
 IN EQUITY  
 NO. 4063

PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Roy Golt, Trustee, in this cause, unto your Honors respectfully represents:

1. That your Petitioner is duly appointed and qualified Trustee of the Estate of Daisy J. Coulter, incompetent, under Order of this Court of November 10, 1959.

2. That a part of the corpus of this trust estate consists of the following described real estate, to wit:

ALL that lot or parcel of land improved by a frame dwelling house called or known as the "Wesley Hill Property" situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, in the section called "Crab Alley Neck" and beginning for the same at a point on the Crab Alley Neck Public Road, a corner for the land once of Mary McCready now of Elmer Golt, and running thence with said road in a westerly direction 186 feet or until it reaches the land of or once of John T. Brown; thence in a northerly direction for a distance of 242 feet; thence with division line between this land and land described above as once of Mary McCready a distance of 292 feet, containing one-half of an acre of land, more or less; SAVING AND EXCEPTING from the above granted premises so much thereof as was granted by Wesley Hill and wife to Elmer Golt by deed, dated June 26th, 1936, and recorded among the Land Records for Queen Anne's County aforesaid in Liber WHC No. 3A, folio 200. Title reference for same being Deed from J. Thomas Clark, Assignee, to Thomas W. Coulter, and Daisy R. Coulter, his wife, dated the 30th day of September, 1950 and recorded among the Land Records for Queen Anne's County in LiberNEW No. 8, folio 291, of said Land Records, a certified copy of said deed being filed herewith as Exhibit 1.

3. That Daisy J. Coulter, Incompetent, and Daisy R. Coulter, are one and the same person, and that the said Thomas W. Coulter, her husband, is now deceased.

4. That a sale of said real estate appears to be to the best interest and advantage of said incompetent for the reason that the same is unproductive as to income, a liability upon the estate, and the improvements located thereon are in need of extensive repair.

5. That your Petitioner has not received any offer for the sale of the same, but desires to sell the same at either private or public sale upon such terms as prescribed by this Honorable Court.

TO THE END, THEREFORE:

1. That the said real estate may be sold, and the money arising therefrom be used for the benefit of said incompetent.

2. That such real estate may be sold at either public or private sale upon such terms as this Court may prescribe.

3. That your Petitioner may be authorized and directed to convey said real estate unto a bona fide purchaser after payment of the purchase money by a good and sufficient deed conveying the property so sold to said purchaser free, clear and discharged of all claims of the said Daisy J. Coulter.

4. That your Petitioner may have such other and further relief in the premises as his case may require.

AND AS IN DUTY BOUND, ETC.

Johns Clark  
Attorney for Petitioner

Roy Golt  
Petitioner

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

I HEREBY CERTIFY, that on this 11th day of July, 1960, before me, the Subscriber, Clerk of the Circuit Court for Queen Anne's County, aforesaid, appeared Roy Golt, Trustee in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

J. Sorden Pappin  
CLERK

*Filed July 11, 1960*

.....  
#29,817 QUEEN ANNE'S COUNTY, TO WIT:  
Be it remembered that on this Fourth day of January, in the year nineteen hundred and fifty one, the following Deed was brought to be recorded, to wit:-

Two-One Dollar and Two-Ten Cent Int.  
Rev. Stamps. Endorsed JTC 1-4-51.

One-Two Dollar Twenty Cent Recordation  
Tax Stamp. Endorsed JTC 1-4-51.

THIS DEED, made this 30th day of September, in the year nineteen hundred and fifty- by J. Thomas Clark, Assignee, of Queen Anne's County, State of Maryland.

WHEREAS, by virtue and in execution of the power of sale in the mortgage from John T. Hill and Mary Lee Hill, his wife, to Thomas W. Coulter, bearing date the 22nd day of May, 1947, and recorded in Liber A.S.G. Jr., No. 17, folio 234, etc., a Land Record Book for Queen Anne's County, Maryland, which said mortgage was duly assigned unto the said J. Thomas Clark, for the purpose of collection by foreclosure, said assignment being recorded among said land records at the foot of said mortgage; the said J. Thomas Clark, as Assignee of said mortgage as aforesaid, after default had occurred in the terms of said mortgage and after due public notice of sale, and after having duly filed his bond in the Circuit Court for Queen Anne's County, in Equity, did, on the 17th day of June, 1950, sell at public sale the real estate mentioned in and granted and conveyed by said mortgage unto Thomas W. Coulter and Daisy R. Coulter, his wife, of Queen Anne's County aforesaid, they being then and there the highest bidder therefor, at and for the sum of Two Thousand Dollars (\$2,000.00), and the said sale having been reported to said Circuit Court for Queen Anne's County, in Equity, in the cause of said Court entitled "J. Thomas Clark, Assignee versus John T. Hill and Mary Lee Hill, his wife", being Chancery Cause No. 3681 on the Chancery Docket of said Court, was by said Court, after order nisi, and the due publication thereof, finally ratified and confirmed by its order passed in said cause on the 16th day of September, 1950, and the said Thomas W. Coulter and Daisy R. Coulter, his wife, having fully paid the purchase price or money therefor are entitled to a deed of conveyance of said real estate.

NOW, THEREFORE, THIS DEED WITNESSETH, That the said J. Thomas Clark, Assignee, as aforesaid, in consideration of the premises and of the sum of one dollar to him by the grantees paid, in execution of the power and authority in him vested by said mortgage, does hereby grant and convey unto the said Thomas W. Coulter and Daisy R. Coulter, his wife, as tenants by the entreties, their heirs and assigns, all the right, title and interest of the said John T. Hill and Mary Lee Hill, his wife, or of those claiming by, from or under them, in and to all that parcel of ground situate, lying and being in Queen Anne's County aforesaid, and more particularly described as follows:

ALL that lot or parcel of land improved by a frame dwelling house called or known as the "Wesley Hill Property" situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, in the section called "Crab Alley Neck" and beginning for the same at a point on the Crab Alley Neck Public Road, a corner for the land once of Mary McCready, now of Elmer Golt, and running thence with said road in a westerly direction 186 feet or until it reaches the land of or once of John T. Brown; thence in a northerly direction for a distance of 242 feet; thence with division line between this land and land described above as once of Mary McCready a distance of 292 feet, containing one-half of an acre of land, more or less, Saving and excepting from the above granted premises so much thereof as was granted by Wesley Hill and wife to Elmer Golt by deed, dated June 26th, 1936, and recorded

*Exhibit 1*

among the land records for Queen Anne's County aforesaid in Liber W.H.C., No. 3A, folio 200, and being the same property granted to the said John T. Hill and wife by James E. Coulter, by deed dated May 22nd, 1947, and recorded among the land records for said Queen Anne's County in Liber A.S.G. Jr., No. 17, folio 233.

TOGETHER with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

WITNESS the hand and seal of the grantor on the day and year first above written.

TEST:

MARGARET G. PEROUTKA

J. THOMAS CLARK (SEAL)  
J. Thomas Clark,  
Assignee

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

I HEREBY CERTIFY, that on this 30th day of September, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared J. Thomas Clark, Assignee, who acknowledged the foregoing deed to be his act.

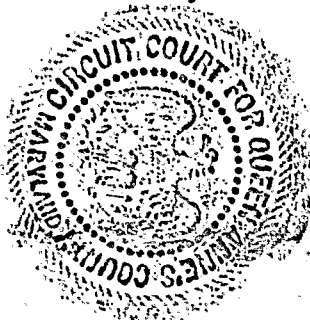
AS WITNESS my hand and Notarial Seal on the day and year above written.

MARGARET G. PEROUTKA  
Notary Public  
Notary  
Public  
Seal.

My commission expires  
May 1951.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber N.B.W. No. 8, folio 291, 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 7th day of July in the year nineteen hundred and sixty.

*J. Landon Pappin*  
Clerk

*Filed July 11, 1960*

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EX PARTE	:	IN THE CIRCUIT COURT FOR
IN THE MATTER OF	:	QUEEN ANNE'S COUNTY
DAISY J. COULTER,	:	IN EQUITY
INCOMPETENT	:	NO. 4063

DEPOSITIONS

Pursuant to notice given unto your Examiner by J. Thomas Clark, Esq., attorney for the Petitioner, of his desire to take testimony in support of the Petition filed on July 11, 1960 your Examiner did attend at the office of J. Thomas Clark, Esquire, Centreville, Maryland, on Monday, July 11th, 1960, at 11 o'clock, A.M., and after administering the oath to Marcy Foster Collier, Stenographer, did administer the oath to Roy Golt, Warren Thompson and Ronald Golt, all of Kent Island, 3 witnesses produced by the Petitioner, there being present in addition thereto only J. Thomas Clark, Esquire, and did proceed to take the following depositions.

*Vachel A. Downes, Jr.*  
 Vachel A. Downes, Jr., Examiner

*Filed July 11, 1960*

The first witness on behalf of the Petitioner, Roy Golt, having been duly sworn, did depose and say:

Questions by Mr. Clark:

Q. State your name, address and occupation.

A. Roy E. Golt, Chester Post Office, Maryland, retired farmer and investor.

Q. Mr. Golt, I hand you this paper and ask you to identify it.

A. Yes, this is a certified copy of the Deed of the John Hill Property to Thomas W. Coulter and Daisy R. Coulter, his wife, from J. Thomas Clark, Assignee, dated the 30th day of Sept., 1950, and Mr. Coulter is deed and Daisy R. Coulter who is also k/a Daisy J. Coulter, survives and she is the owner of same. This is also a part of the real estate in the trust of this estate in which I am asking to besold.

Q. Are you familiar with this property?

A. Yes

Q. Are you familiar with the values of comparable properties on Kent Island?

A. Yes.

Q. What, in your opinion, would be the fair market value of this property today? State your reasons.

A. \$2,000.00, because it is in bad need of repair and is located in the colored section of Kent Island, Also I have difficulty in collecting the rents when rented and the rents I receive do not hardly pay the taxes and insurances.

Q. Do you think this property could produce income for this estate?

A. No.

Q. In your opinion, would it be to the interest and advantage of Daisy J. Coulter, or her estate to sell the property for the consideration of \$2,000.00?

A. Yes.

Q. Please state your reason why you feel it would.

A. Well, it is in need of repair and is run down and has a very poor location and if it is not sold it will soon have no value.

EXAMINER'S SPECIAL

NO.

Roy Golt



The second witness on behalf of the Petitioner, Roy Golt, having been duly sworn did depose and say:

Questions by Mr. Clark:

Q. State your name, address and occupation.

A. My name is Warren Thompson, Chester, Maryland, and I am a Waterman.

Q. Mr. Thompson, are you familiar with the real estate located in Crab Alley Neck on Kent Island k/a The John Hill Property, and which is owned by the Estate of Daisy J. Coulter?

A. Yes, I am.

Q. Are you familiar with the values of comparable property on Kent Island?

A. Yes, I am.

Q. What, in your opinion, would be the fair market value of this property today? State your reasons.

A. \$2,000.00, it is run down and needs many repairs and it is hard to get good tenants to rent the house.

Q. Do you think this property would be of value to the estate if the same were kept?

A. No, I do not, because if it is kept it will cost so much money to repair it, and the rent collected would not be sufficient for this purpose.

Q. Therefore, you state whether or not in your opinion, it would be to the interest and advantage of this estate to sell this real estate.

A. Yes, for the reasons I have previously stated.

EXAMINER'S SPECIAL.

NONE.

Warren Thompson  
Warren Thompson

The third witness on behalf of the Petitioner, Roy Golt, having been duly sworn, did depose and say:

Q. State your name, address and occupation.

A. Ronald Golt, Chester, Maryland, and I am a Waterman.

Q. Mr. Golt, are you familiar with the property located in Crab Alley Neck k/a The John Hill Property and which is owned by the Estate of Daisy J. Coulter?

A. Yes, I am.

Q. Are you familiar with the values of comparable properties of Kent Island?

A. Yes, I am.

Q. What, in your opinion, would be the fair market value of the property today? State your reasons.

A. About \$2,000.00, because it is run down and needs repair work done and it is in a poor location, and could not get enough rent to pay to fix it up.

Q. Do you think it would be to the interest and advantage of this Estate to sell this property, and if so why?

A. Yes, for the reasons I have previously stated in the last answer.

EXAMINER'S SPECIAL.

NONE.

Ronald Golt  
Ronald Golt

Examiner's Costs: Vachel A. Downes, Jr., -----	\$ 10.00
Stenographer's Fee: Marcy Foster Collier, -----	10.00
Witnesses' Fee: Waived -----	0.00
Total	\$ 20.00

Vachel A. Downes, Jr.  
Vachel A. Downes, Jr.,  
Examiner

Filed July 11, 1960

46  
 IN THE MATTER OF  
 DAISY J. COULTER,  
 INCOMPETENT

IN THE CIRCUIT COURT FOR  
 QUEEN ANNE'S COUNTY  
 IN EQUITY  
 NO. 4063

DECREE

The proceedings in this cause, consisting of Petition for Sale of Real Estate and the Depositions, having been read and considered, and it appearing to be to the interest and advantage of the incompetent that said real estate be sold it is this 11<sup>th</sup> day of July, 1960, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREEE, as follows:

That the real estate mentioned and described in these proceedings as:

All that lot or parcel of land improved by a frame dwelling house called or known as the "Wesley Hill Property" situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, in the Section called "Crab Alley Neck" and beginning for the same at a point on the Crab Alley Neck Public Road, a corner for the land once of Mary McCready now of Elmer Golt, and running thence with said road in a westerly direction 186 feet or until it reaches the land of or once of John T. Brown; thence in a northerly direction for a distance of 242 feet; thence with division line between this land and land described above as once of Mary McCready a distance of 292 feet, containing one-half of an acre of land, more or less; SAVING AND EXCEPTING from the above granted premises so much thereof as was granted by Wesley Hill and wife to Elmer Golt by deed, dated June 26th, 1936, and recorded among the Land Records for Queen Anne's County aforesaid in Liber WHC No. 3A, folio 200.

This property may be sold at either public or private sale, but if at private sale for not less than the sum of \$2000.00, cash, and if at public sale for the highest price obtainable after first giving at least twenty (20) days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper published in Queen Anne's County, for cash.

That if the Trustee deems expedient, he may employ a real estate broker to effect a private sale of said real estate, and pay him for his services a reasonable fee.

That as soon as may be convenient after he has made sale of said property, said Trustee shall return to this Court a full and particular account of said sale with an affidavit of the truth thereof and of the fairness of said sale.

That upon the Court's ratification of said sale and on the payment of the whole of the purchase money, and not before, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded agreeably to law, at the purchaser's expense, convey to the purchaser, the property and estate so sold to him, free, clear, and discharged of all claims of the parties to this cause, and of those claiming by, through, or under them or any of them.

And the said Trustee shall bring into this Court all of the money arising from said sale, to be disbursed or invested under the direction of this Court, after deducting therefrom the costs of this proceedings and such commissions to said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity where-with he shall appear to have discharged his trust.

*Filed July 11, 1960*

*W. J. [Signature]*  
 JUDGE

47  
IN THE MATTER OF DAISY  
J. COULTER, INCOMPETENT

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 4063

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Roy Golt, trustee, respectfully sets forth:

1. That in accordance with the Decree of July 11, 1960, of this honorable court, your trustee did, after complying with all prerequisites of said decree, including the giving of notice of the time, place, manner and terms of sale by advertisement in the Queen Anne's Record-Observer, a weekly newspaper printed and published in Queen Anne's County, Maryland, for at least twenty days notice prior to the date of sale, 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 (D.S.T.), on Thursday, September 22, 1960, then and there proceed to sell said property in the manner following, that is to say:

(a) Your trustee did offer the hereinafter described property at public sale to the highest bidder, after first reading said advertisement of sale, through Lloyd Andrews, auctioneer, who after crying said sale for sometime, did sell said property to Medford E. Golt and Lola C. Golt, his wife, as tenants by the entirety, at and for the sum of Seven Hundred Fifty Dollars (\$750.00), the highest bid obtainable, and said property being described as follows:

"All that lot or parcel of land improved by a frame dwelling house called or known as the "Wesley Hill Property" situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, in the section called "Crab Alley Neck" and beginning for the same at a point on the Crab Alley Neck Public Road, a Corner for the land once of Mary McCready, now of Elmer Golt, and running thence with said road in a westerly direction 186 feet or until it reaches the land of or once of John T. Brown; thence in a northerly direction for a distance of 242 feet; thence with the division line between this land and land described as once of Mary McCready, a distance of 292 feet, containing one-half acre of land, more or less; Save and Except from the above granted premises so much thereof as was granted by Wesley Hill and wife to Elmer Golt by deed dated June 26, 1936, and recorded among the land records for Queen Anne's County aforesaid in Liber W.H.C., No. 3A, folio 200. Being all the land granted and conveyed to Thomas W. Coulter, now deceased, and Daisy R. Coulter, his wife, by J. Thomas Clark, Assignee, by deed dated September 30, 1950, and recorded among the land records for Queen Anne's County aforesaid in Liber N.B.W., No. 8, folio 291

(b) The terms of sale were those set forth in the advertisement, the certificate of publication with copy of same is filed herewith.

(c) The purchasers have complied with the terms of sale by the payment of Two Hundred Fifty Dollars (\$250.00), and the giving of their joint note for the balance of the same, and your trustee believes that they will pay the balance upon ratification of this sale by this honorable court.

2. The report states the amount of sale to be \$750.00.

Respectfully submitted,

Roy Golt  
Trustee

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

This is to certify that on this 27 day of September, 1960, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, in Equity, personally appeared Roy Golt, the trustee named in the foregoing report of sale, and made oath in due form of law that the matters and facts set forth in the foregoing report are true and bona fide as thereinset forth, and that the sale reported therein was fairly made.

*Filed Sept. 27. 1960*

*J. Sorden Pippin*  
Clerk

**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. 4063, entitled "In The Matter of Daisy J. Coulter, Incompetent", the undersigned trustee 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

**Thursday, Sept. 22, 1960**  
at the hour of 11:00 o'clock A.M. (D.S.T.)

All that lot or parcel of land improved by a frame dwelling house called or known as the "Wesley Hill Property" situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, in the section called "Crab Alley Neck" and beginning for the same at a point on the Crab Alley Neck Public Road, a corner for the land once of Mary McCready, now of Elmer Golt, and running thence with said road in a westerly direction 186 feet or until it reaches the land of or once of John T. Brown; thence in a northerly direction for a distance of 242 feet; thence with the division line between this land and land described as once of Mary McCready a distance of 292 feet, containing one-half acre of land, more or less; Save and Excepting from the above granted premises so much thereof as was granted by Wesley Hill and wife to Elmer Golt by deed, dated June 26, 1936, and recorded among the land records for Queen Anne's County aforesaid in Liber W. H. C., No. 3A, folio 200. Being all the land granted and conveyed to Thomas W. Coulter, now deceased, and Daisy R. Coulter, his wife, by J. Thomas Clark, Assignee, by deed dated September 30, 1950, and recorded among the land records for Queen Anne's County aforesaid in Liber N.B.W., No. 8, folio 291.

**TERMS OF SALE:** One third of 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 said sale by the Circuit Court for Queen Anne's County, in Equity, or all cash on the day of sale at the option of the purchaser, the credit payment, if any, to bear interest from day of sale and to be secured by the note of the purchaser with surety or sureties thereon to be approved by the trustee. Taxes and insurance to be adjusted as of date of final settlement. Possession to be given as of date of final settlement. Costs of transfer and all title papers to be at purchaser's expense.

**ROY GOLT,**  
Trustee  
3t-9-15

*48*  
**Queen Anne's Record-Observer**

Centreville, Md., ~~September 27~~, 19~~60~~

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the Trustee(s) Sale of Valuable Real Estate

in the ~~page~~/estate of Daisy J. Coulter, Incompetent

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 September, 19~~60~~, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 1st day of September 19~~60~~, and the last insertion on the 15th day of September, 19~~60~~.

THE QUEEN ANNE'S RECORD AND OBSERVER  
PUBLISHING COMPANY

By *E. H. Waddell*

*Filed Sept. 27. 1960*

ORDER NISI ON SALE

IN THE MATTER OF DAISY  
J. COULTER, INCOMPETENT

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 4063

ORDERED, this 27th. day of September, 19 60, that  
the sale of the real property, made and reported in this cause by  
Roy Golt, Trustee, be ratified and confirmed,  
on or after the 28th. day of October, 19 60, unless  
cause to the contrary thereof be previously shown; provided a copy of this order be inserted  
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-  
cessive weeks before the 21st. day of October, 19 60.

The report states the amount of sales to be \$ 750.00

*T. Sorden Pippin* Clerk

Filed Sept. 27, 1960

Order Nisi On Sale

In The Matter of  
Daisy J. Coulter, Incompetent

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

Cause No. 4063

ORDERED, this 27th day of Sep-  
tember, 1960, that the sale of the real  
property, made and reported in this  
cause by Roy Golt, Trustee, be rati-  
fied and confirmed, on or after the  
28th day of October, 1960, unless  
cause to the contrary thereof be previ-  
ously shown; provided a copy of this  
order be inserted in some newspaper  
published in Queen Anne's County,  
Maryland, once in each of three suc-  
cessive weeks before the 21st day of  
October, 1960.

The report states the amount of  
sales to be \$750.00.

T. SORDEN PIPPIN, Clerk  
Filed Sept. 27, 1960  
True Copy  
Test: T. SORDEN PIPPIN, Clerk  
3-10-13

Queen Anne's Record-Observer

Centreville, Md., October 28, 19 60

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body  
corporate, does hereby certify that the Order Nisi on Sale

in the case/estate of Daisy J. Coulter, Incompetent

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 October, 19 60, and that the first insertion of said advertisement in  
said QUEEN ANNE'S RECORD-OBSERVER was on the 29th day of Sept.,  
19 60, and the last insertion on the 13th day of Oct., 19 60

THE QUEEN ANNE'S RECORD AND OBSERVER  
PUBLISHING COMPANY

By *Betty Biscue*

*Filed Oct. 28. 1960*

51

## FINAL ORDER OF RATIFICATION

Ordered, by the Circuit Court for Queen Anne's County, in Equity, this 28<sup>th</sup> day of October, 1960, 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 this cause; and the trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for the auditor.

W. J. Keating J.  
Judge

Filed Oct. 22. 1960

IN THE MATTER OF  
DAISY J. COULTER,  
LUNATIC

\* In the Circuit Court for  
\* Queen Anne's County  
\* Equity No. 4063

Rc 35710  
G 50, P2

66

Charles W. Cecil, Clerk:

Please record the following papers in Judgment In  
Extenso Record:

Document  
Number

411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423

- ✓ 1. Petition of James E. Coulter for a writ de lunatico inquirendo for Daisy J. Coulter
- ✓ 2. Order of Court
- ✓ 3. Inquisition finding Daisy Coulter of unsound mind
- ✓ 4. Order of Court appointing trustee
- ✓ 5. Bond with security approved
- ✓ 6. Summons and return
- ✓ 7. Summons and return
- ✓ 24. Petition to resign
- ✓ 25. Resignation
- ✓ 26. Order of Court
- ✓ 27. Bond with approval
- ✓ 28. Report of assets
- ✓ 29. Petition for sale of real estate
- ✓ 30. Certified copy of deed
- ✓ 31. Testimony
- ✓ 32. Decree
- ✓ 37. Report of Sale
- ✓ 38. Exhibit #1
- ✓ 39. Order Nisi
- ✓ 42. Certificate of publication
- ✓ 43. Final ratification

*David C. Bryan*  
David C. Bryan

✓ 44  
✓ 45  
✓ 46  
✓ 47  
✓ 48  
✓ 49  
✓ 50  
✓ 51 Filed August 11, 1970

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

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

Charles K. Williamson, . . . . Plaintiff,

and

Geraldine W. Kirby, . . . . Plaintiff,

versus

Bessye W. Hall, trustee, . . . . Defendant.

CHANCERY  
DOCKET,  
CAUSE  
NO. 3288

To the Honorable, the Judges of said Court:

Your orators, complaining, say:-

- 1. That one Anna M. Williamson, late of Queen Anne's County afore-said, departed this life on the 10th. day of April, 1931 leaving a last will and testament duly executed to pass real estate which was on the 21st. day of April, 1931 duly admitted to probate before the Orphans' Court of said County and which is now duly recorded in Liber W. T. B. NO. 3, a will record book of said County in the office of the Register of Wills of said county at folio 337.

A certified copy of this will and of the probate thereof marked "Exhibit A" is filed with this bill as part of the same.

- 2. That the said testatrix by her said will did devise among other things as follows, to wit:

"I give and devise my store property and apartment house above the same, located on the north side of Broadway in the Town of Centreville, Queen Anne's County, Maryland, adjoining the Callahan Hardware Store and the Old Brick Stable Property, and now in the tenancy of the Farm Bureau and Mrs. Effie Hopkins, unto my daughter, Bessye W. Hall and unto her heirs and assigns, but in trust never-the-less for the following purposes, to wit:

"To take charge of the same and rent from time to time the same for the best money rent obtainable and to collect said rent or rents.

"To pay out of said rent or rents all taxes and assessments from time to time on the property, fire insurance, water rents and costs of such necessary repairs only as may be required to keep the property in good renting condition.

"To pay unto my son, Charles K. Williamson, as the same may accrue, monthly, one-half of the net-rents, income and profits arising from said property .....



"To pay unto my grand-daughter, Ruth Geraldine Williamson, as the same may accrue, monthly, one-half of the net rents, income and profits, so long as my said son, Charles K. Williamson shall live".

3. That your orator, Charles K. Williamson, the plaintiff, is the same person named in that part of said will quoted above as Charles K. Williamson and he is still entitled to receive the rents devised unto him as aforesaid by said will.
4. That your oratrix, Geraldine W. Kirby, the plaintiff, is the same person named in that part of said will quoted above as Ruth Geraldine Williamson, grand-daughter of the testatrix and she is still entitled to receive the rents devised unto her as aforesaid by said will.
5. That the said Bessye W. Hall to whom the trust property described in said will was devised in trust as above set out and now the defendant to this bill, accepted the trust imposed upon her by said will and immediately upon the probate of said will took charge of the said trust property and from that time to the time of the filing of this bill has been in charge of said trust property and has been renting and re-renting the same out to tenants and collecting the rents arising from said renting.
6. That while the said Bessye W. Hall has been acting as the trustee of said trust property under the terms of said will as above set forth she has been doing so without the aid and advice of this court for the trust estate so created by said will has not been administered under the jurisdiction of this Court and the said Bessye W. Hall has never given as said trustee any bond for the proper conduct of the trust mentioned.
7. That your orators feel that they are entitled to have the trust estate created for them by said will administered under the supervision of this Court and that it is necessary for the safety of their interests in the said trust property that the said Bessye W. Hall should give as trustee a bond with security thereon for the due execution of the trust imposed upon her by said will.

To the end, therefore:

- (1) That this Honorable Court may assume jurisdiction of the trust estate created for them by the will of the testatrix as above set forth;
- (2) That the said Bessye W. Hall, the trustee appointed by said will to administer said trust estate, may be required by this court to give a proper bond with sufficient security thereon for the proper performance imposed upon her by said will; and
- (3) That your orators may have such other and further relief as their case may require.

May it please Your Honors to grant unto your orators the writ of subpoena directed to the said Bessye W. Hall, trustee commanding her to be and appear either in person or by solicitor in this Court on or before a certain day to be named therein to show cause, if any, she has, why a decree ought not to be passed as prayed.

And as in duty bound, your orators etc.

Madison Brown  
Solicitor for the plaintiffs.

*Filed August 27, 1941*

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

Charles K. Williamson and  
Geraldine W. Kirby, . . . . Plaintiffs,  
versus  
Bessye W. Hall, . . . . . Defendant.

CHANCERY DOCKET

CAUSE NO. 3288

This Cause standing ready for hearing and being submitted on Bill Exhibit and Answer the proceedings were read and considered.

It appears that Bessye W. Hall, the Trustee named in the will of Anna M. Williamson of the Trust Estate created by said will for the benefit of Charles K. Williamson, son of the Testatrix and of Ruth Geraldine Williamson, now Geraldine W. Kirby, granddaughter of the Testatrix has declined to continue to act as such Trustee and has declined to give bond as such Trustee in accordance with the demand upon her contained in the Bill of Complaint.

It is thereupon on this 26<sup>th</sup> day of August in the year nineteen hundred and forty one by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED as follows, to wit:

1. That jurisdiction of the trust estate created by the will of Anna M. Williamson for the benefit of said Charles K. Williamson and Geraldine W. Kirby, the Plaintiffs be and the same is hereby assumed by this Court.
2. That Bessye W. Hall, the Defendant, the trustee named in said will as the trustee of the trust estate above mentioned be and she is hereby removed as the trustee of said trust estate.
3. That Charles E. Kirby of said county, be and he is hereby named, constituted as the trustee of said trust estate in the place and stead of said Bessye W. Hall with the same power and authority to act as such trustee as said will gives to said Bessye W. Hall as such trustee subject, however always to the order and control of this court.

(1)

4.

That before the said Charles E. Kirby shall proceed to act as such trustee he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself with a surety or with sureties thereon to be approved by said Clerk or by this Court in the penal sum of one thousand dollars if the surety thereon shall be a corporation with due authority to become the sole surety on the bonds of trustees and in the penal sum of twice that sum, dollars if the sureties thereon be natural persons conditioned for the faithful performance of the trust he shall assume under the will of the Testatrix and for the faithful performance of the duties of the trust conferred upon and reposed in him by this decree or which shall be conferred upon and reposed in him by any future order or decree of this court in the premises;-

5.

That the cost incurred in these proceedings up to and including the cost under this decree and under the filing of said bond be paid by the Plaintiffs.

*It is further ordered that the fees in this case be referred to Richard V. Earle, hereby named Special Auditor, to state and file in the case a report accurately of the trust estate.*

*Thos. J. Keating*

*Filed August 26, 1941*

Queen Anne's County, to-wit: Best remembered that on the eighth day of September in the year nineteen hundred and forty one 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, Charles F. Kerby, of said County, and State, and the American Trust Company of New York, a Corporation, duly created, organized and existing under the laws of the State of New York with due authority, to become the sole duly authorized Trustees here held, and firmly bound unto the State of Maryland (and in the full and just sum) of one thousand dollars lawful money of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to whom payment well and truly to be made and done we, the undersigned, and every of us, our heirs, executors, administrators, successors and assigns, jointly and severally in the whole, and for the whole, firmly by these presents sealed with our seals and dated this eighth day of September in the year nineteen hundred and forty one.

Whereas Mrs. M. Williamson, late of said County, departed this life some time in the year 1937 leaving a last will, and testament which shortly after her death was duly admitted to probate before the Orphan Court of said County, and which now stands duly recorded in Liber H. B. 13, a Mill, record book, in the office of the Register of Wills of said County at folio 227. Whereas by said Will the said Testatrix did devise her Stone Property and apartment House the said Testatrix did devise her stone property and apartment House above the same, located in the town of Lutherville in said County on Broadway units and Bessey H. Hall in trust to take charge of the same, and to rent out and from time to time re-rent out the same for money rent to collect the money arising from said rents to pay out of said rent the costs of necessary repairs and the taxes on said property, and to pay the rents arising from said property unto Charles F. Williamson (her son) and Ruth Geraldine Williamson (her grand daughter, and his daughter) so long as said Charles F. Williamson shall live. The terms of said trust are set out fully in said will as well as appearing hereinafter referred to:

Setting of Cause hereinafter referred to:

Charles F. Williamson } Cause Number 3288 of  
Geraldine H. Kerby, Plaintiff } The Circuit for  
vs } Queen Anne's County, in Equity  
Bessie H. Hall, Trustee }  
Defendant }

Whereas after the death of said Testatrix said Ruth Geraldine Williamson by her marriage to the said Charles F. Kerby has now become Geraldine H. Kerby, and she is one of the plaintiffs of said cause, whereas in the proceedings had in said cause the said Court by its decree passed August 26<sup>th</sup> 1941, now on file in said cause (1) did assume jurisdiction of said cause.

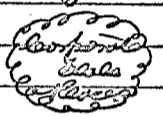
(2) did remove said Bessie H. Hall as the Trustee of the trust created by said will as above set forth for the benefit of her said son and daughter, (3) did appoint said Charles F. Kerby to be the trustee of said trust estate in the place and stead of said Bessie H. Hall to act with the same power and authority said will gives unto said Bessie H.

It shall be subject always to the order and control of said Court, and (4) did direct said Charles E. Kirby to file in said Court before proceeding to act as such trustee this Bond.

Whereas said Charles E. Kirby desires to accept the office of trustee to which he has been appointed by said Court as above set forth, wherefore this bond is executed to be filed in said Court, now therefore the condition of the above obligation is such that if the above bounden Charles E. Kirby shall well and faithfully perform the duties of trustee of the trust estate created by said Court by her said last will and testament for the benefit of her said son and her grand daughter imposed upon him by reason of his acceptance of the trustee ship to which he has been appointed by said Court as above set forth, and also shall well and faithfully perform the duties of trustee of the trust estate conferred upon and imposed upon him by the above mentioned decree of said Court or which shall be conferred upon and imposed in him by any future decree or order of said Court in the premises then this obligation shall be void; otherwise the same shall remain in full force and virtue in law.

Signed, sealed, and delivered in the presence of E. W. Sterling Selhabaney, Clerk

Charles E. Kirby, (Seal) Charles E. Kirby American Surety Company of New York By Madison Brown Its Attorney in Fact

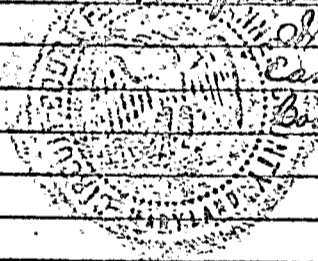


On the basis of the foregoing Bond was thus endorsed to such security approved, and Bond filed Sept. 5th 1941

W. Sydney Gadd, Jr. Clerk

State of Maryland, Queen Anne's County, do certify:

Whereby certify that on the 5th day of September, in the year 1941 the foregoing, was truly taken and copied from Liber No. 1362 of said Bond Record Book for Queen Anne's County and testimony thereof, I hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County this 5th day Sept. A.D. 1941



W. Sydney Gadd, Jr. Clerk

CHARLES K. WILLIAMSON : IN THE  
 GERALDINE W. KIRBY : CIRCUIT COURT FOR  
 v. : QUEEN ANNE'S COUNTY  
 BESSYE W. HALL, Trustee :

CHARLES K. WILLIAMSON :  
 47 South 19th Street :  
 San Jose, California :

RUTH GERALDINE WILLIAMSON KIRBY :  
 Denton, Maryland :

CHARLES E. KIRBY :  
 Denton, Maryland :

v. :

BESSYE W. HALL :  
 Church Hill, Maryland :

RUTH ELEZABETH KIRBY, a minor :  
 Denton, Maryland :

*William C. Hall*  
*Church Hill, Md.*

: : : : :

In Equity

Chancery #3288

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Charles K. Williamson, Ruth Geraldine Williamson Kirby and Charles E. Kirby respectfully shows:

1. That on January 30, 1917, Jonathan A. Scotten et ux. conveyed to John P. Williamson and Annie M. Williamson, his wife, also known as Anna M. Williamson, as tenants by the entireties, a certain lot of ground on Broadway in the Town of Centreville, Queen Anne's County, Maryland, by deed recorded among the land records of said County in Liber W. F. W. 10, folio 126. A certified copy of said deed is filed herewith marked Petitioners' Exhibit No. 1 and is prayed to be taken as a part hereof.

2. That by Deed dated November 19, 1919, the said John P.

Williamson and Annie M. Williamson conveyed a portion of said premises on Broadway to one Frederick P. Jump, said Deed being recorded among the Land Records of Queen Anne's County in Liber J.F.R. 3, folio 289. A certified copy of said deed is filed herewith as Petitioners' Exhibit No.2 and is prayed to be taken as a part hereof.

3. That a survey of the lands remaining to John P. Williamson and Annie M. Williamson following the conveyance mentioned in the preceding Paragraph, prepared by J. R. McCrone Jr., Inc., dated January 3, 1963, is as follows:

BEGINNING for same at an iron pipe set at the inside of the curb on the north easterly side of Broadway, said point being the southerly corner of the Thompson's Garage Lands and the westerly corner of the herein described lands; and running, thence, by and with said Thompson's Garage Lands N 39° 46' 30" E - 118.89' to the Lands of Ellsworth H. Jewell; thence, by and with said Jewell Lands S 49° 24' 30" E - 35.19' to the Lands formerly of Ida E. Fenrich, also known as the Hotel Property; thence by and with said Fenrich Lands and Lands formerly of Alfred E. Callahan S 40° 45' 40" W - 118.38' to the north easterly side of the aforementioned Broadway; thence, by and with the side of Broadway N 50° 15' W - 33.14 to the place of beginning. Containing in all 4,054 square feet of land, more or less.

4. That the said John P. Williamson predeceased the said Anna M. Williamson, also known as Annie M. Williamson.

5. That at the time of her death on April 10, 1931, the said Anna M. Williamson was seized and possessed of the fee simple property referred to in Paragraph 3 hereof.

6. That the said Anna M. Williamson, also known as Annie M. Williamson, left as her Last Will and Testament a writing dated March 21, 1931, which said writing was duly admitted to probate by the Orphans' Court for Queen Anne's County on the 21st day of April, 1931, and recorded in Liber W.T.B. 3, folio 337, all of which will more fully appear by reference to a certified copy



of said Last Will and Testament attached hereto, marked Exhibit No. 3 and prayed to be taken as part hereof.

7. That on or about the 26th day of August, 1941, this Honorable Court, pursuant to the petition of Charles K. Williamson and Geraldine W. Kirby in Chancery case #3288 (the said Charles K. Williamson and Geraldine W. Kirby being two of your Petitioners herein) passed a decree by which, inter alia, this Honorable Court assumed jurisdiction of the trust established under the Will of Anna M. Williamson with respect to the fee simple property referred to in Paragraph 3 hereof, removed Bessye W. Hall as Trustee, and appointed Charles E. Kirby, husband of the said Ruth Geraldine Williamson Kirby, as Substituted Trustee of said trust.

8. That on the first day of December, 1950, Charles E. Kirby, Substituted Trustee as aforesaid, filed a Petition in said Chancery case #3288 requesting leave of Court to encumber said fee simple property by mortgage in order to make necessary repairs, said Petition reading in part as follows:

2. That owing to the age of the building and its type of construction, the said building has become dilapidated to such a degree that your petitioner deems the second floor unsafe for further occupancy; and has, therefore, given notice to the tenants of the second floor apartment to quit the same at the end of this year.

3. That the said Ellsworth H. Jewell has agreed, provided certain repairs are immediately made to the building, to rent the whole building from your petitioner for the sum of \$40.00 per month; and that said repairs will cost approximately the sum of \$1,000.00.

9. That on or about the first day of March, 1954, the said Charles E. Kirby, Substituted Trustee, filed a Supplementary Petition requesting this Honorable Court to ratify expenditures by the said Substituted Trustee in excess of the \$1,000.00 approved by this Honorable Court in 1950, said Supplementary Petition reading

in part as follows:

3. That said repairs were actually made (only as were then required to keep the property in good renting condition) during the year 1951, as appears by your Trustee's report for that year; but that the cost of same exceeded your Trustee's expectation by the sum of \$315.81.

10. That in the month of December, 1962, for the reasons hereinafter set forth it appeared to be to the benefit and advantage of the parties concerned that the said fee simple property heretofore mentioned be sold; and the said Charles E. Kirby, Substituted Trustee, by and with the advice and consent of the other Petitioners herein, entered into a Contract of Sale with The Corsica Corporation, a body corporate, to sell the said property for the sum of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) said Contract being conditioned upon ratification by this Court pursuant to Article 16, §167, of the Annotated Code of Maryland (1957 edition), a copy of said Contract of Sale also being attached hereto as part hereof and marked Petitioners' Exhibit No. 4.

11. That all of the persons or parties who would be entitled to an interest in said fee simple property if the contingency mentioned in the Will of Anna M. Williamson had happened at the time of the filing of this petition are parties to this proceeding, viz:

a - Charles K. Williamson, the son of Anna M. Williamson, upon whose life the said trust is determined and who is also a beneficiary of said Trust.

b - Ruth Geraldine Williamson Kirby, the granddaughter of Anna M. Williamson mentioned in said Will, who has since the time of said Will intermarried with Charles E. Kirby.

c - Bessye W. Hall, mentioned in said Will as the daughter of Anna M. Williamson, who has a contingent remainder interest in

said trust property.

d - Ruth Elizabeth Kirby, the daughter of Charles E. Kirby and Ruth Geraldine Williamson Kirby, who was born on January 19, 1946, and is the only issue living of the said Ruth Geraldine Williamson Kirby.

*e. Charles E. Kirby who joins in this proceeding both as the husband of Ruth Geraldine Williamson Kirby and as the substituted trustee appointed pursuant to order of this Court dated August 28, 1941, as aforesaid.  
J. William C. Hall, husband of Rosanna W. Hall.*

12. That your Petitioners feel that the sale of said fee simple property would be to the benefit and advantage to the parties concerned for the following reasons:

a - The improvements on said premises, which consist of a two-story concrete block building, are in poor condition and will require extensive repairs in the near future, which repairs will necessitate expenditures at least equal to and probably greater than those set forth in Paragraph 8 and 9 hereof.

b - Ellsworth H. Jewell, who has rented said premises for many years as set forth in Paragraph 8 hereof, has heretofore conducted a business on said premises in conjunction with other land owned by him adjoining the rear of said premises. That said Jewell has recently signed a contract for the sale of the land owned by him and has acquired other land in Centreville and has begun constructing another building to house the business formerly conducted in the building on the herein subject premises. Further, the said Jewell now has a lease for said premises which is terminable by him upon sixty (60) days notice. Your Petitioners believe and therefore aver that it will be difficult or impossible to obtain a new tenant for the subject premises, particularly in their present state of repair.

c - As will more fully appear by reference to the reports of Charles E. Kirby filed in the proceeding mentioned in Paragraph 7 hereof, the net returns to the beneficiaries of the trust estab-

lished by the Will of Anna M. Williamson, after expenses and commissions have been deducted, have been small. Your Petitioners believe, and therefore aver, that it would be possible to invest the proceeds of the sale of the property as set forth in Paragraph 10 in a manner which would be more profitable to the beneficiaries and remaindermen of the trust.

d - The property which is the subject of the trust is encumbered by servient easements, which make an enlargement of its present use impossible. Said easements are set forth in the following conveyances: (i) Deed from Richard T. Earle, et al. to Phillip H. Feddeman, Jr., dated April 5, 1884, and recorded among the Land Records of Queen Anne's County in Liber S.C.D. 4, folio 322, which said Deed reserves a twelve (12) foot easement over the rear of the subject property; and (ii) Deed from John P. Williamson et ux. to Frederick P. Jump, dated November 19, 1919, and recorded among the aforesaid Land Records in Liber J.F.R. 3, folio 289. Both of said easements will more fully appear by reference to the latter deed which <sup>is</sup> attached hereto as Petitioners' Exhibit No. 2.

e - That in recent months there have been sales of other property adjacent to and in the vicinity of the subject property; and the purchase price paid in each of said sales are, on the basis of front footage, size, area and location, comparable to the purchase price as set forth in Exhibit No. 4 attached hereto.

f - That the land which is the subject of the trust herein is currently assessed by the Tax Assessment office as having a value of \$1320 and the improvements thereon as having a value of \$2325. That the purchase price set forth in Paragraph B is more than double the value as shown by said assessment.

For all of which reasons your Complainants allege, as

aforesaid the sale herein reported will be to the benefit and advantage of all parties concerned.

WHEREFORE, your Petitioners pray:

A. That a guardian ad litem be appointed to appear and answer for Ruth Elizabeth Kirby, the minor Respondent herein.

B. That the Court direct that proof in this action be taken to determine whether said sale is to the benefit and advantage of the parties concerned.

C. That this Honorable Court thereafter pass a Decree, based upon the depositions as provided in the preceding Paragraph and based and conditioned upon a finding that it appears that all of the persons or parties in being who would be entitled if the contingency mentioned in said Will had happened at the date of the Decree are parties to the proceeding and that such sale is for the benefit and advantage of the parties concerned.

D. That the Substituted Trustee, Charles E. Kirby, appointed by the Order of August 26, 1941, or some other person appointed by the Court, be authorized and directed in said Decree to convey the property described in Paragraph 3 hereof to The Corsica Corporation by good and sufficient deed, which said Decree and deed shall bind all persons whether in being or not, who claim or may claim any interest in said land under any of the parties to said Decree, or under any person from whom any of the parties to such Decree claim, or from or under or by the Will of Anna M. Williamson aforesaid.

E. That this Honorable Court direct that the proceeds of sale be invested so as to inure as by the original grant to the use of the same parties who would be entitled to the land sold.

F. And for such other and further relief as the nature of the cause may require

AND, AS IN DUTY BOUND, etc.

Charles K. Williamson  
Charles K. Williamson

Ruth Geraldine Williamson Kirby  
Ruth Geraldine Williamson Kirby

Charles E. Kirby  
Charles E. Kirby

Petitioners

Howard Wood  
Howard Wood, III  
Lawyer's Row  
Centreville, Md.  
Centreville 343  
Attorney for Petitioners

Filed March 14, 1963

PETITIONER'S EXHIBIT No. 1

#5809.

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the first day of February in the year nineteen hundred and seventeen, the following DEED was brought to be recorded, to wit:-

T H I S D E E D, made this thirtieth day of January, in the year nineteen hundred and seventeen, by Jonathan A. Scotton and Cora A. Scotton, his wife, formerly of Queen Anne's County, but now residing in the City of Wilmington, in the State of Delaware;

WITNESSETH that for and in consideration of the sum of Three Thousand Dollars (\$3,000.00), the receipt of which is hereby acknowledged, the said Jonathan A. Scotton and Cora A. Scotton, his wife, do hereby grant and convey unto John P. Williamson and Annie M. Williamson, his wife, of Queen Anne's County, State of Maryland, their heirs and assigns, in fee simple, as tenants by the entireties and not as tenants in common, the following tracts, parts of tracts, lots or parcels of land, to wit:-

Lot No. 1. All that lot of land improved by the brick stable building formerly known as the "Brick Hotel Stables" now in the occupancy of J. E. Cahill and used as a Garage, the frame stable building now in the occupancy of Robert M. Hopkins and Robert Coursey, and other outbuildings, situate, lying and being in the town of Centreville, Queen Anne's County, State of Maryland, on the north east corner of Broadway and Liberty Streets, adjoining the land of Pere T. Forman now occupied by Forman and Mason, the Brick Hotel Property and the property of others, having a frontage on said Broadway Street of about ninety seven feet, and which may be further described as all that part of what was formerly known as the Centreville Brick Hotel Property or lot whereon the Brick Hotel stables and other outbuildings heretofore used with and belonging to the said Brick Hotel stood, being the most northern end of said lot, beginning for the same at a notch or cut in a large stone planted in the curb of the pavement on the north side of said Broadway Street, which notch or cut is opposite the western end of the land conveyed by Richard T. Earle and others to P. H. Feddeman by deed bearing date the twenty-fifth day of April, eighteen hundred and eighty three, and recorded in Liber S.C.D. No. 3, folios 53 &c., a land record book for Queen Anne's County aforesaid, and being the beginning of said lot in said last named deed described, and running thence with the last line of the said Feddeman lot reversed and extended to the land formerly owned by Colin R. Ferguson; thence ~~with the divisional line between the said Colin R. Ferguson;~~ thence with the divisional line between the said Colin R. Ferguson land and the said lot of land hereby conveyed to said Liberty Street; thence with said Liberty Street to said Broadway Street; and thence with said Broadway Street to the aforesaid place of beginning; and being the same and the land which was conveyed to the said Jonathan A. Scotton by Robert M. Hopkins and Mary E. Hopkins, his wife, by deed bearing date the twenty-third day of December, in the year nineteen hundred and thirteen and recorded in Liber W.F.W. No. 4, folios 433 &c., a land record book for Queen Anne's County aforesaid, to which said deed and the reference therein contained special reference is hereby conveyed for a fuller and more complete description of the said lot of land hereby granted and conveyed; (but it is expressly stated that this grant is subject to the right of way over the land hereby granted as reserved in the above recited deed from Richard T. Earle and others to P. H. Feddeman).

No. 2. All that lot, part of a lot or tract of land situate in the town of Centreville, County and State aforesaid on the east or easterly side of the lane separating this property from the property known as the "Palmer Lot" now owned by A. Cora Troy fronting on said

lane forty nine feet and running back east, the same breadth, one hundred and fifty seven and one-half feet, adjoining the lot formerly owned by Henry Bantum on the north, on the south by the property formerly belonging to Dr. Stephen E. Ford and now owned by J. M. Perry, and on the east by the property of John L. Gough and the property owned by Addison Atwell now in the tenancy of which was conveyed to the said Jonathan A. Scotton by deed from Louisa S. Ellsroad, dated the first day of August, in the year nineteen hundred and two, and recorded in Liber J.E.G. No. 3, folios 488 &c., a land record book for Queen Anne's County aforesaid, to which deed and the deeds therein mentioned, special reference is hereby made for a fuller and more complete description of the said lot of land hereby conveyed or intended to be conveyed and designated herein as Lot No. 2.

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

AND the said Jonathan A. Scotton covenants that he will warrant specially the said property hereby granted and conveyed and that he will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors:-

Test:-	JONATHAN A. SCOTTON.	(SEAL)
Harry P. Joslyn.	CORA A. SCOTTON	(SEAL)

STATE OF DELAWARE,

NEW CASTLE COUNTY, to wit:-

I hereby certify that on this thirtieth day of January, in the year nineteen hundred and seventeen, before me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County aforesaid, duly commissioned and qualified according to law, personally appeared Jonathan A. Scotton and Cora A. Scotton, his wife, and each adnlowged the foregoing Deed to be their respective act.

Notary	In testimony whereof I have hereunto subscribed my name
Seal	and affixed my Notarial Seal the day and year last above
Public	written.

HARRY P. JOSLYN.  
Notary Public

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber W.F.W. No. 10, folio 126, 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 21st day of January in the year nineteen hundred and sixty-three.



Charles W. Cecil  
Clerk

Filed March 14, 1963  
Filed March 28, 1963



PETITIONER'S EXHIBIT NO. 2

3/14  
#7361. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty first day of November, in the year nineteen hundred and nineteen, the following Deed was brought to be recorded, to wit:

THIS DEED, made this nineteenth day of November, in the year nineteen hundred and nineteen, by John P. Williamson and Annie M. Williamson, his wife, of Queen Anne's County State of Maryland, parties of the first part, and Frederick P. Jump, of same place, party of the second part, WITNESSETH:

That for and in consideration of the sum of three thousand dollars, the said John P. Williamson and Annie M. Williamson, his wife, do hereby grant and convey unto the said Frederick P. Jump, his heirs and assigns forever, in fee simple, all that lot of land, improved by a brick building (formerly known as "The Brick Hotel Stable") with a frame building attached, now known as "Williamson's Garage" situate, lying and being in the town of Centreville, in Queen Anne's County, State of Maryland, on the northeast corner of Broadway (a street of said town) and Liberty Street, in the junction formed by the union of said streets, and bounded on the northeast by the property of William J. Woodford known as "The Ferguson Property" and on the south east by that other property of the said parties of the first part improved by a frame building and hereinafter referred to as their "Frame Stable Property" and more particularly described as follows, to wit:

BEGINNING for the same on the outer edge of the sidewalk of Broadway, the street above mentioned, at a point at the end of a line drawn down and along the outer side of the southeast wall of said brick building extended to the outer edge of the sidewalk of Broadway, and running from said place of beginning, for the first line, to the outer edge or side of said brick wall, thence along and with the outer side or edge of said brick wall, and with a continuation of said first line, to intersect the line of the said property of the said William J. Woodford; thence with the line of the property of said William J. Woodford to Liberty street; thence with Liberty Street to a point on the outer side of the side walk of Broadway; thence with in a straight line to the place of beginning, being a part of the same property granted and conveyed unto the said parties of the first part by Jonathon A. Scotten by his deed bearing date on the thirtieth day of January, nineteen hundred and seventeen, and recorded in Liber W.F.W. No. 10, fols. 126 etc a land record book of said county, the remainder of the property conveyed by said deed being now the "Frame Stable Property" above mentioned of the parties of the first part. (Note: the first and second lines given in the description above set out are intended to form one straight line).

TOGETHER with the buildings and improvements thereon, and all the roads, rights, ways, waters, privileges, advantages and appertinances thereunto belonging or in anywise appertaining. TOGETHER with the right unto the said party of the second part, his heirs and assigns, as the owners of the property hereby conveyed, and the tenants and occupants from time to time of said property, first, to have water and rain drip and fall from the roof of said brick building, and from the roof of any building which may hereafter be erected upon the dividing line between the property hereby conveyed and the said "Frame Stable Property" of said parties of the first part, and, secondly, to have the eaves of the roof of said brick building, and of any building which hereafter may be erected upon the division between the property hereby granted and conveyed and said "Frame Stable Property" of said parties of the first part, project and protrude over said "Frame Stable Property" of said parties of the first part. Subject, nevertheless, as to the property hereby granted and conveyed, to that right of way which is created or reserved by the deed from Richard T. Earl and others unto one Philip H.

Feddeman, junior, bearing date on the fifth day of April, eighteen hundred and eighty four, and recorded in Liber S.C.D. No. 4, fols. 322 etc. a land record book of said county. Reserving unto said parties of the the first part, and unto their heirs and assigns, and unto the survivor of them, and unto his or her heirs and assigns as the owners of said "Frame Stable Property" and unto the tenants and occupants of the same, and their servants, and all persons for their benefit and advantage, a right of way over that part of the property hereby granted and conveyed which is subject to the right of way described in the deed above mentioned from Richard T. Earle and others unto Philip H. Feddeman, Junior, the righ of way hereby reserved to be of the same character and is to be used in the same manner and to the same extent and is to be subject to the same limitations as the right of way described in the said deed from Richard T. Earle and others. AND the said parties of the first part jointly and severally covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

In testimony whereof the said parties of the first do hereunto affix their names and seals the day and year first above written.

JOHN P. WILLIAMSON (SEAL)

Test: J. McK. Tilghman.

ANNIE M. WILLIAMSON (SEAL)

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

I hereby certify that on this nineteenth day of November, in the year nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John P. Williamson and Annie M. Williamson, his wife, and they did each acknowledge the foregoing deed to be their respective act.

J. McK. Tilghman,  
Justice of the Peace.

Three One Dollar Internal  
Revenue Stamps, endorsed  
J.W. Nov. 19, 1919.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber J.F.R. No. 3, folio 289, 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 21st day of January in the year nineteen hundred and sixty-three.



Charles W. Cecil  
Clerk

Filed March 14, 1963

Filed March 28, 1963

PETITIONERSS EXHIBIT No. 3

IN THE NAME OF GOD, AMEN:

4  
16  
I, ANNA M. WILLIAMSON, of Centreville, Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make this my last will and testament in the manner following, that is to say:-

After the payment of all my just debts and funeral expenses, I do hereby give, devise and bequeath my estate as follows:-

I give and bequeath unto my son, Charles K. Williamson, absolutely, the sum of Two Hundred Dollars (\$200.00) in cash.

I give and bequeath unto my grand-daughter, Ruth Geraldine Williamson, the sum of Three Hundred Dollars (\$300.00) in cash, said money to be used by her in payment for her education, maintenance and clothing.

I give and bequeath unto my grand-daughter, Ruth Geraldine Williamson, all of my household furniture.

I give and bequeath unto my daughter, Bessye W. Hall, wife of William C. Hall, of Church Hill, Maryland, all of my jewelry, rings, watches and other personal ornaments and wearing apparel, in consideration and acceptance of which I direct that she perform the duties hereinafter reposed in her without compensation, commissions or remuneration of any kind whatsoever.

I give and devise unto my daughter, Bessye W. Hall, her heirs and assigns, absolutely in fee simple, my dwelling house situate near Centreville, Third Election District of Queen Anne's County, Maryland, on the west side of Chesterfield Avenue, where I formerly resided, but now in the tenancy of Walter Woodford.

I give and devise my store property and apartment house above same, located on the north side of Broadway, in the town of Centreville, Queen Anne's County, Maryland, adjoining the Callahan Hardware Store and the Old Brick Stable Property, and now in the tenancy of the Farm Bureau and Mrs. Effie Hopkins, unto my daughter, Bessye W. Hall, and unto her heirs and assigns, but in trust, nevertheless, for the following purposes, to wit:-

1. To take charge of the same and rent from time to time and to re-rent the same for the best money rent obtainable, and to collect

said rent or rents.

2. To pay out of said rent or rents, all taxes and assessments from time to time on the property, fire insurance, water rents and costs of such necessary repairs only as may be required to keep the property in good renting condition.

3. To pay unto my son, Charles K. Williamson, as the same may accrue, monthly, one-half of the net rents, income and profits arising from said property, the said one-half net rents, income and profits to be paid to the said Charles K. Williamson into his own hands and not into another, whether claiming by his authority or otherwise, so long as he, the said Charles K. Williamson shall live.

4. To pay unto my grand-daughter, Ruth Geraldine Williamson, as the same may accrue, monthly, one-half of the net rents, income and profits, so long as my said son, Charles K. Williamson, shall live.

On the death of my said son, Charles K. Williamson, if the said Ruth Geraldine Williamson be then living, I give and devise unto her, the said Ruth Geraldine Williamson, her heirs and assigns, absolutely and forever in fee simple, the above described store house and apartment house above the same, located as aforesaid on the north side of Broadway in the town of Centreville, Queen Anne's County, Maryland, adjoining the Callahan Hardware Store and the Old Brick Stable Property, and now in the occupancy of the Farm Bureau and Mrs. Effie Hopkins; but if she, the said Ruth Geraldine Williamson, shall die before the death of my son, Charles K. Williamson, and shall have lawful issue living, then I hereby give said property in fee simple unto said issue by a per stirpes distribution, but if my said grand-daughter, Ruth Geraldine Williamson, shall die in the lifetime of her father, Charles K. Williamson, without leaving lawful issue living, then I order and direct the Trustee to pay unto my son, Charles K. Williamson, as the same may accrue, monthly, all the net rents, income and profits arising from said property, all the said net rents, profits and income to be paid to the said Charles K. Williamson, into his own hands, and

not into another, whether claiming by his authority or otherwise, so long as he, the said Charles K. Williamson, shall live, and then upon the death of the said Charles K. Williamson, I give and devise unto my daughter, Bessye W. Hall, her heirs and assigns, forever in fee simple, the said property above described.

I direct that the real estate which I own adjoining the Hotel Centreville, Incorporated, and Pippin's Garage, formerly the Bertha Flowers Lutz property and which is now occupied as an office and dwelling house, situate on the West side of Commerce street, in the town of Centreville, Queen Anne's County, Maryland, be converted into cash as soon as conveniently may be after my decease, and for that purpose I hereby authorize my Executrix hereinafter named, or her successor, to sell and dispose at public or private sale said real estate, and to apply the net proceeds arising therefrom as follows:-

1. To the payment of all unpaid debts due by me.
2. To the payment of the legacies to my son and grand-daughter.
3. To pay unto my daughter, Bessye W. Hall, absolutely, in cash, one-half of the residue of the net proceeds arising from the said sale.

4. I direct my Executrix to pay unto the Trustee the remaining one-half of the residue of the net proceeds of sale arising from said sale, and for said Trustee to invest the same, and to hold the said amount in trust, and one-half of the net income and profit arising from the investment thereof be paid semi-annually unto my son, Charles K. Williamson, into his own hands, and not into another, whether claiming by his authority or otherwise, so long as he shall live, and the remaining one-half of the net income and profit be paid semi-annually unto my grand-daughter, Ruth Geraldine Williamson, during the period of the lifetime of my son, Charles K. Williamson, and upon the death of my son, Charles K. Williamson, this trust shall immediately cease, and I direct my Trustee to pay all the principal sum unto my grand-daughter, Ruth Geraldine Williamson, her personal representatives and assigns, absolutely, free, clear and discharged of the said trust so heretofore created

for said principal sum.

All the rest, residue and remainder of my estate and property, of whatsoever kind and description and wheresoever located, real, personal and mixed, I do hereby give, devise and bequeath unto my daughter, Bessye W. Hall and Ruth Geraldine Williamson, absolutely and in fee simple, in equal proportions, share and share alike.

I do hereby name, constitute and appoint my daughter, Bessye W. Hall, to be the Executrix of this my last will and testament, hereby revoking all other wills, testament and codicils heretofore made by me, and I do hereby direct that my said Executrix shall perform the duties as such Executrix and the duties as Trustee for my son and grand-daughter in the trusts hereinbefore created without compensation, commissions or remuneration of any kind whatsoever, as I desire my son and grand-daughter to have as much as possible of the net income due to the small amounts they will receive, and because I have amply provided for my daughter, Bessye W. Hall, and have given her all my jewelry which is valuable in order to compensate her for her services in the capacities she shall occupy.

IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my seal this twenty-first day of March, in the year nineteen hundred and thirty-one.

Anna M. Williamson (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named Testatrix, Anna M. Williamson, as and for her last will and testament in the presence of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

J. Elmer Anthony

Chas. F. Rich

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

On the 21st day of April A. D., 19<sup>31</sup>, came  
Bessie W. Hall, Custodian of the within and  
aforegoing instrument of writing purporting to be the last Will and Testament of  
Anna M. Williamson, late of Queen Anne's County, deceased,  
and made oath, in due form of law, that the foregoing is the true and whole Will of said de-  
ceased, that has come to her hand and possession, and that she do not know nor  
has she heard of any other and that she received the same from Mrs. Edw. Covell, with  
whom Anna M. Williamson had an apartment  
on or about 10th day of April A. D. 19<sup>31</sup>.

Sworn before

Norman S. Dudley

Register of Wills of Queen Anne's County, Md.

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

On the 21st day of April 19<sup>31</sup>, came  
J. Elmer Anthony and Chas. F. Rich, of Queen Anne's County, State of  
Maryland  
subscribing witness<sup>es</sup> to the foregoing last Will and Testament of Anna M. Williamson  
late of Queen Anne's County, deceased, and made oath in due form  
of law, that they did see the Testatrix sign and seal said 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 witness<sup>es</sup>  
to said Will at her request in her presence and in the presence of each other.

Sworn in open court.

Test:

Norman S. Dudley

Register of Wills of Queen Anne's County, Md.

STATE OF MARYLAND, SCT:

IN THE ORPHANS' COURT

FOR QUEEN ANNE'S COUNTY.

The foregoing Instrument of Writing purporting to be the last Will and Testament of Anna M. Williamson, 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 21st day of April, A.D., 1931, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Anna M. Williamson, deceased.

Henry C. Bowen

W. Hopper Gibson

Clayton T. Cann  
Judges of the Orphans' Court for Queen Anne's County.

*In the Orphans' Court for Queen Anne's County, Maryland, Sct:*

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the last Will and Testament of ANNA M. WILLIAMSON, late of Queen Anne's County, deceased, together with the proofs and probate thereof

as filed and passed in this office on April 21st, 1931

and recorded in Liber W.T.B. No. 3 Folio 337, 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 13<sup>th</sup> day of December 1962.

*E. Elzer Halls*

Register of Wills for Queen Anne's County, Maryland

*Filed May 28, 1963*

*Filed March 14, 1963*



PETITIONER'S EXHIBIT NO. 4

COPY  
EXAMINER'S EXHIBIT NO. 5

~~PETITIONER'S EXHIBIT NO. 4~~

5  
17

THIS CONTRACT OF SALE, made this 5th day of December, 1962 by and between CHARLES E. KIRBY, TRUSTEE, of Caroline County, State of Maryland, Party of the First Part, Seller, and THE CORSICA CORPORATION, a Maryland corporation, Buyer;

WITNESSETH, that the Seller, acting as Substituted Trustee under the Will of Anna M. Williamson, deceased, which Will is duly probated in the Orphans' Court of Queen Anne's County, Maryland, and is recorded among the Records of the Register of Wills of said County in Wills Liber W.T.B. No. 3, Folio 337, does hereby sell unto The Corsica Corporation, and the latter does hereby purchase from the former, in fee simple, all that lot or parcel of land situate, lying and being in or near the Town of Centreville, Queen Anne's County, Maryland, and described as follows:

BEING all that lot having a frontage of 34 feet more or less on the north side of Broadway, bounded on the east by the property known as the Callahan Building, on the north by a twelve-foot right of way and/or the property of Ellsworth Jewell and wife and on the west by Thompson's Garage, and improved by a two-story block building now occupied by E. H. Jewell's Shop.

AT AND FOR the price of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) of which Eight Hundred Seventy-Five Dollars (\$875.00) have been paid prior to the signing hereof, and the balance of which shall be paid in cash at the time of settlement, which shall be within thirty (30) days of final ratification of this sale by the Circuit Court of Queen Anne's County in proceedings to be instituted forthwith for authority to sell this property and to bind remaindermen, including possible unborn issue of Ruth Geraldine Williamson, and others.

TAXES, all public dues and charges shall be adjusted to the date of settlement.

AND, upon payment as aforesaid of the unpaid balance of the purchase price, the Seller, or the Trustee to be appointed by the Circuit Court of Queen Anne's County aforesaid, shall convey the property to the Buyer, or its assigns, at the cost of the Buyer, by a good and marketable title to be determined by The Title Guarantee Company, Baltimore, Maryland, free of liens and encumbrances, restrictions and easements, but subject to applicable zoning regulations, and rights of E. H. Jewell, tenant who is entitled to 60 days' notice of termination of his lease in the event of sale of said property.

COST of documentary and revenue stamps and all transfer taxes to be divided equally between Buyer and Seller.

TIME is the essence of this Contract.

THIS contract is subject to ratification, approval, and power to convey remainders under the provisions of Article 16, Section 167 (1957 Maryland Code), of the Circuit Court of Queen Anne's County, as aforesaid.

IN the event of non-ratification or failure of marketable title as aforesaid Four Hundred Seventy-Five (\$475.00) of the deposit paid hereunder shall be returned to the Buyer, and no further damages shall accrue to the Buyer.

AS WITNESS the following signatures and seals.

Witness:

/s/ Thomas C. Eveland

/s/ Charles E. Kirby (SEAL)  
(Charles E. Kirby, Trustee)  
Seller

Attest:

THE CORSICA CORPORATION

By /s/ \_\_\_\_\_ (SEAL)  
(John W. Sause, Jr.)

/s/ Vachel A. Downes, Jr. Vice-President  
Buyer

*Filed Mar. 28. 1963*  
*Filed Mar. 14. 1963*

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

April Return Day

File No. 3288

Docket W.H.G. fol. 155

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

TO: Bessye W. Hall
Church Hill, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of April, next, to answer an action at the suit of Charles K. Williamson, 47 South 19th. Street, San Jose, California, Ruth Geraldine Williamson Kirby, Denton, Maryland, and Charles E. Kirby, Denton, Maryland,

Issued the 14th day of March 19 63

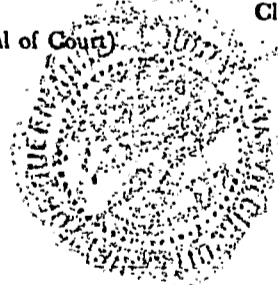
Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood
Lawyer's Row
ADDRESS: Centreville, Md.
Centreville 343

Charles W Cecil
Clerk

(Seal of Court)



NAME:
ADDRESS:

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 16, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

6  
1

Chy. No. 3288

3-18-63

Charles K. Williamson, et al

vs.

Bessye W. Hall, et al.

Summons to be served

Served by delivering a copy of the Summons to Bessye W. Hall and by leaving a copy of the Bill of Complaint this 18th day of March 1963

*Joseph L. Stewart*  
Sheriff of Queen Anne's County

4-101

*Filed Mar 20 1963*

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

April Return Day
File No. 3288
Docket W.H.C. fol. 155

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

TO: Ruth Elizabeth Kirby, a minor
Denton, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of April, next, to answer an action at the suit of Charles K. Williamson, 47 South 19th. Street, San Jose, California, Ruth Geraldine Williamson Kirby, Denton, Maryland, and Charles E. Kirby, Denton, Maryland,

Issued the 14th day of March 19 63

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood
Lawyer's Row
ADDRESS: Centreville, Md.
Centreville 343

Charles W. Cecil
Clerk
(Seal of Court)

NAME:
ADDRESS:

Circuit Court Seal

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 16, 19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

7

Chy. No. 3288

Received and forthwith delivered  
to the Sheriff of Caroline County 3/18/63Test: *D. Ralph Honey*, ClerkCharles K. Williamson  
et al

vs.

Bessye W. Hall, et al

## Summons to be served

Served March 19th, 1963, on Ruth Elizabeth Kirby, a minor, by reading the subpoena to her, leaving a copy of the subpoena and a copy of the Bill of Complaint with her and by leaving a copy of the subpoena and Bill of Complaint with Charles Kirby, one of her parents having custody of her.

*Louis L. Andrew*  
*Sheriff*

Sheriff of Caroline County.

340 19-63

Filed Mar. 21, 1963

9

CHARLES K. WILLIAMSON  
GERALDINE W. KIRBY  
v.  
BESSYE W. HALL, Trustee

IN THE  
CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

CHARLES K. WILLIAMSON  
RUTH GERALDINE WILLIAMSON KIRBY  
CHARLES E. KIRBY

In Equity  
Chancery #3288

BESSYE W. HALL  
RUTH ELIZABETH KIRBY, a minor

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Charles K. Williamson, Ruth Geraldine Williamson Kirby and Charles E. Kirby, complainants; by Howard Wood, their Attorney, unto your Honors, respectfully shows:

1. That as will appear by reference to the Bill of Complaint filed in this cause one of the defendants to said Bill of Complaint to wit: Ruth Elizabeth Kirby, is an infant under the age of 21 years.
2. That the writ of subpoena heretofore issued in this cause against the said Ruth Elizabeth Kirby, infant, has been duly served according to law upon the said infant as will appear from the return of the Sheriff of Caroline County, endorsed on the said writ of subpoena and filed in this cause on the 21<sup>st</sup> day of March, 1963.
3. That the complainants are advised that because of the infancy of the said Ruth Elizabeth Kirby, it is necessary that a Guardian Ad Litem be appointed by this honorable court to answer and defend this suit for the said infant.

Your complainants, therefore, pray this Honorable Court to pass an order appointing some suitable person within the jurisdiction of this Court, Guardian Ad Litem for the said Ruth Elizabeth Kirby, infant, with instructions to said Guardian Ad Litem to answer and defend the said suit for said infant.

Respectfully submitted,  
Howard Wood  
Attorney for Complainants

Filed Mar. 22, 1963

ORDER OF COURT

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Upon the foregoing Petition, IT IS ORDERED, this 21<sup>st</sup> day of March, 1963, by the Circuit Court for Queen Anne's County in Equity William J. Thomas of Queen Anne's County, State of Maryland, is hereby appointed Guardian Ad Litem of Ruth Elizabeth Kirby, infant, with instructions to answer and defend this suit instituted against the said infant by the Bill of Complaint filed in the above entitled cause.

Filed Mar. 22, 1963

Thos. Buckley Jr.

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CHARLES K. WILLIAMSON : IN THE  
 GERALDINE W. KIRBY : CIRCUIT COURT FOR  
 v. : QUEEN ANNE'S COUNTY  
 BESSYE W. HALL, Trustee :

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CHARLES K. WILLIAMSON :  
 RUTH GERALDINE WILLIAMSON KIRBY:

CHARLES E. KIRBY : In Equity  
 v. :  
 BESSYE W. HALL : Chancery #3288  
 RUTH ELIZABETH KIRBY, a mñnor :

T E S T I M O N Y

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the Plaintiffs, Howard Wood, 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 25th day of March, 1963, in the law office of Howard Wood, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 2:00 o'clock P.M., there being present Ruth Geraldine Williamson Kirby and Charles E. Kirby, two of the Plaintiffs, Howard Wood, attorney for the Plaintiffs, William T. Thomas, Guardian Ad Litem of Ruth Elizabeth Kirby, infant defendant, John W. Sause, Jr., an officer of The Corsica Corporation, proposed purchaser and a witness for the Plaintiffs, and Charles E. Anthony, Jr. , E. H. Jewell, and William M. Freestate , witnesses called by the Plaintiffs. John Palmer Smith, Esq., attorney for Bessye W. Hall, adult defendant, personally advised the undersigned that he waived his right to be present. Your examiner then proceeded to take the following testimony, to wit:



Charles E. Anthony, Jr., the first witness of lawful age, having been duly sworn, deposes and says:

(Questions by Mr. Wood)

Q. 1. Please state your name, age, residence and occupation.

A. My name is Charles E. Anthony, Jr. I am 34 years old and live in Centreville. I am a real estate broker.

Q. 2. In your business as a real estate broker, state whether or not you are familiar with current market values of real estate in the town of Centreville, Maryland?

A. Yes, I am.

Q. 3. I hand you a paper marked "Petitioner's Exhibit #1". Will you please look at it and state what it is?

A. It is a certified copy of a Deed from Johnathon A. Scotten and wife to John P. Williamson and wife, dated January 30, 1917, and recorded among the land records of Queen Anne's County, Maryland in Liber W.F.W. No. 10, folio 126. The land described in the Deed is a lot of ground on Broadway in the Town of Centreville, Queen Anne's County, Maryland.

At the request of Mr. Wood, this exhibit was then introduced in evidence and marked by the undersigned, "Examiner's Exhibit No. 1".

Q. 4. I hand you a paper marked "Petitioner's Exhibit #2". Will you please look at it and state what it is?

A. It is a certified copy of a Deed from John P. Williamson and wife to Frederick P. Jump, dated November 19, 1919, and recorded among said Land Records in Liber J.F.R. No. 3, folio 289. It describes a portion of the premises described in Petitioner's Exhibit #1.

At the request of Mr. Wood, this exhibit was then introduced in evidence and marked by the undersigned, "Examiner's Exhibit No. 2".

Q. 5. Are you familiar with the remaining land described in Petitioner's Exhibit #1 after deducting the land described in Petitioner's Exhibit #2?

A. Yes, I am. This is the lot improved by a two story building located a few doors west of the premises which I occupy in my business on the north side of Broadway, in Centreville. It has been occupied for a good many years by E. H. Jewell in his heating and electrical business and until recently, by various tenants of the second floor apartment. This apartment, however, is now untenable owing to its dilapidated state. I have been familiar with the property for approximately 25 years and have just examined it thoroughly today. I understand the land has just been surveyed and contains 4,054 square ft., more or less and that the property has a frontage on Broadway of 33.14 ft. according to said survey.

Q. 6. The Corsica Corporation has offered to purchase this property for \$8,750.00. Please state whether or not you regard

- 2 -

this as a fair and reasonable price for the property.

- A. I feel that \$8,750.00 is a very fair and reasonable price for this property.
- Q. 7. Would it or not, in your opinion, be advantageous to the parties now owning this property to sell it to the Corsica Corporation for the sum of \$8,750.00?
- A. I feel that it would be very advantageous to the persons owning this property to sell it to the corporation for \$8,750.00. There are several business properties for sale in Centreville and generally speaking, the market for similar business property is very weak and has been weak for several years.
- Q. 8. State whether or not you consider that price is as much as this property would bring at Public Sale.
- A. I feel that this price is more than it would bring at public sale.
- Q. 9. Would you give your reasons please?
- A. In 1960 Dr. John Smith purchased a 2-story building very similar in size to this building and in a much better state of repair which was purchased from Mrs. William Henry Fisher. The sale price of this property was \$7,500 and this property is located just a short distance away on the same street. The Centreville Methodist Church was recently sold for \$13,000 and contains approximately 10 times the area of this property in equally as valuable a location. There are about 3 other store buildings for sale on Water Street which have been for sale for many years and which have been completely unmarketable to date.
- Q. 10. Mr. Anthony, I asked you whether you felt it would be advantageous to the parties now owning this property to sell it for \$8,750. I should have asked and now ask whether or not in your opinion it would be advantageous to all parties interested in the property and concerned with the property to sell it at this time for the sum of \$8,750?
- A. I feel that it would be advantageous to all parties now interested and concerned in this property to sell it to the Corsica Corporation for the sum of \$8,750.
- Q. 11. Will you state whether or not your last mentioned opinion applies to persons who may become interested in the property under the will of Anna M. Williamson?
- A. Yes, my answer would apply to any person who may become interested in the property under the will of Anna M. Williamson.

E. H. Jewell, the next witness of lawful age, having been duly sworn, deposes and says:

Q. 1. Will you please state your name, age, residence and occupation?

A. My name is Ellsworth Hall Jewell, Centreville, Maryland. Age 48, plumbing - electrical contractor.

Q. 2. Are you the tenant on the premises which are the subject of this case owned under the will of Anna M. Williamson, on the north side of Broadway? In Centreville, Maryland?

A. Yes, I am.

Q. 3. What rent do you pay at the present time?

A. \$60 a month.

Q. 4. What is the term of the lease? That is, the maturity time of it?

A. It's a two year lease.

Q. 5. Do you have any right to terminate the lease?

A. Yes.

Q. 6. How much notice?

A. 60 days.

Q. 7. What is your intention about remaining in the property at this time?

A. Well, I would like to stay there until I get my new building completed and ready to move into.

Q. 8. When do you expect your new building to be ready?

A. Well, it is hard to say. By July, I would hope.

Q. 9. Would you state your opinion of the present condition of the building itself?

A. Well, the building is in very poor shape. The roof leaks, windows leak, very poorly wired, almost impossible to heat, it needs painting, the roof needs repairing; that's all I can think of.

Q. 10. You have started actual construction on your new building, have you not?

A. Yes, I have.

Q. 11. How far has that construction proceeded?

A. I have the footing poured and the blocks laid to the ground level.

Q. 12. Have you recently sold a piece of land to the rear of the Williamson or Kirby property?

A. Yes, I have.

Q. 13. Did you formerly use this piece of land in connection with your use of the Williamson or Kirby property?

A. Yes.

Q. 14. For what purpose was that?

A. For parking my trucks and storing material on the lot and a parking lot for the customers going to the laundry.

Q. 15. Would you care to state for what price you sold your lot?

A. I sold it for \$10,000 which would help me to move.

Q. 16. In other words that price included some unascertained figure for inconvenience of moving?

A. That is correct.

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

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

A. Charles E. Kirby, age 56, Denton, Maryland, employed by The Denton National Bank.

Q. 2. Are you one of the Plaintiffs in this case?

A. I am.

Q. 3. Are you the substituted trustee under the will of Anna M. Williamson?

A. I am.

Q. 4. Please describe the real estate which you hold and manage as trustee under the will of Anna M. Williamson.

A. This is the real estate consisting of a lot of ground on Broadway in the town of Centreville, Queen Anne's County, Maryland, being the remaining land described in Petitioner's Exhibit #1, filed in this Cause, after deducting the conveyance off to Frederick P. Jump, described in Petitioner's Exhibit #2. It is also the same land surveyed by J. R. McCrone, Jr., Inc., on January 3, 1963, in the language contained in the third paragraph of the Bill of Complaint. According to the survey, the land contains 4,054 sq. ft., more or less and has a frontage on Broadway of 33.14 ft. The property is improved by a two-story concrete front building under lease to E. H. Jewell. The rent is \$60 a month raised from \$50 per month as of the first of this year. The lease is terminable by Mr. Jewell upon 60-days' notice.

Q. 5. Mr. Kirby, I hand you a paper and ask you to state what it is?

A. This is a description of the Charles E. Kirbyland, Centreville, Queen Anne's County, Maryland.

At the request of Mr. Wood, this exhibit was then introduced in evidence and marked by the undersigned, "Examiner's Exhibit No. 3."

Q. 6. Is that a copy of the survey you just referred to in your testimony?

A. That is correct.

Q. 7. What is the present condition of the property?

A. The present condition of the property is very poor at this time. The floor and ceilings sag especially the two front rooms on the second floor. The ceiling leaks and the roof will either be needed to be fixed or a new one. The upstairs will not be fit to rent. To rent upstairs would need complete decorating and so forth. The front corners are rotten.

Q. 8. Is that the front cornice you just referred to being rotten?

A. Yes, rotten.

Q. 9. To what, if any, easements is the property subject?

A. The property is subject to the easements referred to in Petitioner's Exhibit #2. The right of way referred to in Petitioner's Exhibit #2 as reserved by a Deed from Richard T. Earle and others to Philip H. Feddeman, Jr., reserved a 12 ft. easement over the rear of the property.

Q. 10. What is the present reassessed value of the property for State, County and Town tax purposes?

A. The property is assessed at \$1320 for land and \$2325 for improvements, making a total assessment of \$3645.

Q. 11. Have you filed annual reports of your trust showing the net returns from this property?

A. I have, they are filed among the proceedings in this Equity case #3288.

Q. 12. Who are the present owners of the property?

A. My father-in-law, Charles K. Williamson is the life tenant of the trust. My wife, Ruth Geraldine Williamson Kirby will become the absolute owner if she survives her father. Our adopted daughter, Ruth Elizabeth Kirby is the only living issue of my wife, Ruth Geraldine Williamson Kirby. Mrs. Bessye W. Hall of Church Hill, Maryland will become entitled to the property if my wife should die during her father's life time leaving no lawful issue living. These are all the persons interested in the trust who are now living.

Q. 13. You have signed a contract to sell the real estate which you have described subject to the ratification of the Circuit Court for Queen Anne's County, to the Corsica Corporation for \$8,750. Will you state your reasons for presenting this sale for the approval of the Court?

A. Well, I think it is a fair price and I believe this amount involves a better investment in every respect as it stands today than the building in the condition that it is. The reason I say this is it would cost quite a sum of money to put the building in a condition to rent for a person to really use to the best of their advantage.

Q. 14. Mr. Kirby, I now hand you a paper and ask you to identify it. It is Marked "Petitioner's Exhibit No. 3".

A. It is a copy of a Will marked Petitioner's Exhibit #3.

Q. 15. Of what will?

A. Of Annie M. Williamson of Centreville, Queen Anne's County, Maryland.

At the request of Mr. Wood, this exhibit was then introduced in evidence and marked by the undersigned, "Examiner's Exhibit No. 4."

Q. 16. I now hand you a copy marked "Petitioner's Exhibit No. 4". Will you please look at it and state what it is?

- A. It is a copy of Petitioner's Exhibit #4, Contract of Sale made the 5th day of December, 1962, between Charles Kirby, Trustee, of Caroline County, State of Maryland, party of the first part, Seller, and The Corsica Corporation, a Maryland corporation, Buyer.

At the request of Mr. Wood, this exhibit was then introduced in evidence and marked by the undersigned, "Examiner's Exhibit No. 5".

Ruth Geraldine Williamson Kirby, the next witness of lawful age having been duly sworn deposes and says:

Q. 1. Please state your name, age, residence and occupation?

A. Ruth Geraldine Williamson Kirby, age 49, Denton, Maryland, Florist.

Q. 2. Are you one of the Plaintiffs in this suit?

A. I am.

Q. 3. Did you hear your husband's testimony, just now given?

A. I did.

Q. 4. State whether or not he correctly named all persons now living who are interested in the trust estate, created by the will of the late Anna M. Williamson for the benefit of Charles K. Williamson?

A. He did.

Q. 5. Are you familiar with the real estate which is the subject of this trust and of this sale proceeding?

A. I am.

Q. 6. Are you familiar with the condition of the property at the present time?

A. I am.

Q. 7. Will you please state when your daughter, Ruth Elizabeth Kirby was born?

A. She was born on January 19, 1946.

Q. 8. Your husband stated that she is your adopted daughter. Was this adoption completed by a final Decree?

A. Yes.

Q. 9. What was the date of the Decree?

A. October 2, 1946.

Q. 10. You joined your husband and your father, Charles K. Williamson in signing the Contract of Sale and the Bill of Complaint in this case. Will you state your reasons for doing so?

A. Because the price is a fair one and the building is in too bad state of repair for a new tenant and there is no new tenant available.

Q. 11. What Court gave the final decree of adoption?

A. The Circuit Court No. 2 of Baltimore City.

Q. 12. What is your relationship to Charles K. Williamson and what was his relationship to the late Anna M. Williamson?

A. I am the daughter of Charles K. Williamson and he was the son of Anna M. Williamson.

Q. 13. Mrs. Kirby, do you know whether or not John P. Williamson predeceased Anna M. Williamson?

A. He did.

William M. Freestate, the next witness of lawful age, having been duly sworn, deposes and says:

Q. 1. Please state your name, age, residence and occupation.

A. William M. Freestate, age 45, Centreville, Maryland, occupation, General Insurance Agent.

Q. 2. Do you know the property consisting of a lot of land improved by a two-story concrete block building on the north side of Broadway in the town of Centreville, Maryland, now occupied by E. H. Jewell, which is the subject of this proceeding?

A. Yes, I do.

Q. 3. Have you recently examined the property?

A. Yes, this morning.

Q. 4. The Corsica Corporation has offered to purchase this property from its present owners for the sum of \$8,750. State whether or not you regard this as a fair and reasonable price for the property.

A. I do.

Q. 5. Would it or not in your opinion be advantageous to the parties now owning this property to sell it to the Corsica Corporation for the sum of \$8,750?

A. It would.

Q. 6. State whether or not you consider that this price is as much as this property would bring at public sale.

A. I would say it is as much as it would bring at public sale.

Q. 7. Would you please give reasons for your opinions that this price is fair and reasonable, that it would be advantageous to the parties interested to sell it to the Corsica Corporation for \$8,750 and also your opinion that this is as much as the property would bring at public sale?

A. I just roughly ran over the square foot area of the building in accordance with its plot on the Sanborn map in the town of Centreville and I came up with a two story frame metal roof building with concrete block front, occupied for storage purposes with an approximate square foot area of 1620 ft. on each floor. Using an approximate cost per sq. foot of \$3, which gave us a material cost of approximately \$9600 to which could be added at least 60% for the cost of labor giving an approximate reproduction cost of the building of \$15,000. One of like kind in its state of repair could safely be depreciated at about 75% which gives us an actual value of \$3840 to which of course could be added the cost of the lot on which it is standing which wouldn't at least exceed the cost of the actual value of the building which would make it less than the offered price.

Q. 8. Would you consider that your own purchase of the office building which you occupy on Lawyers' Row is in any way comparable to the present sale?

A. Well, each building faces the Court House, so it would be within one block of the County Court House Building. The building which I purchased was of brick construction and the location would be of similar value to the purchase price of the building which I purchased, for \$8,250, which I purchased a few years ago.

Q. 9. And that building was in good repair, was it not?

A. Yes, the one I purchased was in good repair.

John W. Sause, Jr., the next witness of lawful age, having been duly sworn, deposes and says:

Q. 1. Will you please state your name, age, residence and occupation?

A. My name is John W. Sause, Jr., I am a resident of Chester, Queen Anne's County. I am 29 years old. I am an attorney; but I am also the Vice President of The Corsica Corporation which is the purchaser referred to in the Contract of Sale which has been introduced in evidence.

Q. 2. Would you have any information about the value of the properties along Broadway that you are at liberty to put in evidence here as comparable sales?

A. Well, The Corsica Corporation has recently purchased several properties adjoining to and in the vicinity of the subject property. The property of Mr. Jewell which he testified about adjoins this property to the rear and Mr. Jewell's property contains by a recent survey 6,886 sq. feet and that was purchased for the price including the real estate commission of \$10,600 which indicates that the sq. foot price was \$1.54. In this case, the purchase price would be \$8,750 which would work out to a sq. foot price of \$2.16. Also, in the Thompson Garage properties there are three separate parcels. One of them adjoins the property involved in this case and was at one time a part of the property, as has been testified. In the Thompson property, there are 27,552 sq. feet and there are improvements on all these properties and the improvements in every case are in much better condition than those on the Kirby or Williamson property. The purchase price for those was \$45,000 which indicates a sq. foot price of \$1.63. There was also a purchase of the building to the East of the Kirby and Williamson property from a Mr. Callahan which had a very large footage on Court House Square and was improved by a building which was in substantially better condition than the subject property which was purchased for an approximate sq. foot price of \$3.24. That is on the basis of a sq. footage of 8,173 sq. feet. It is the feeling of the corporation that the price mentioned in the contract of sale of \$8,750 is a fair price. We feel that in some respects it is somewhat higher than what was paid for the other properties; but we feel that it is one which under all the circumstances is fair and just and appears from our vantage point to be advantageous to all parties now concerned with the property.

There being no other witnesses to be examined or further testimony to be taken, and no party desiring further time for the production of evidence, your examiner now makes his return and certifies that he examined 6 witnesses making the costs chargeable in this cause as follows, to wit:

B. Hackett Turner, examiner.....	\$10.00
Charles E. Anthony, Jr., 1st witness.....	\$ 1.00
E. H. Jewell, 2nd witness.....	\$ 1.00
Charles E. Kirby, 3rd witness, waived his fee.....	- 0 -
Ruth Geraldine Williamson Kirby, 4th witness, waived her fee.....	- 0 -
William M. Freestate, 5th witness.....	\$ 1.00
John W. Sause, Jr., 6th witness.....	\$ 1.00
Anita Boyd, transcriber and transcribing dictation.....	\$ 5.00
TOTAL.....	\$ 19.00

*B. Hackett Turner*  
B. Hackett Turner, Examiner

*Filed March 28, 1963*



FOR Examiner's Exhibits Nos. 1, 2, 4 and 5 filed  
 March 28, 1963, SEE Petitioner's Exhibits Nos. 1, 2, 3 and  
 4 filed March 14, 1963, with Bill of Complaint.  
 Examiner's Exhibit No. 3 - Copy of Survey made by  
 J. R. McCrone, Surveyor, dated Jan. 3, 1963, is missing  
 from papers at time of this recording.

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CHARLES K. WILLIAMSON :  
 GERALDINE W. KIRBY : IN THE  
 v. : CIRCUIT COURT FOR  
 BESSYE W. HALL, Trustee : QUEEN ANNE'S COUNTY

CHARLES K. WILLIAMSON :  
 RUTH GERALDINE WILLIAMSON KIRBY :  
 CHARLES E. KIRBY : In Equity  
 v. : Chancery #3288  
 BESSYE W. HALL :  
 RUTH ELIZABETH KIRBY :

.....

APPLICATION FOR LEAVE TO AMEND

The Application of Charles K. Williamson, Ruth Geraldine  
 Williamson Kirby, and Charles E. Kirby, Plaintiffs, by Howard  
 Wood, ~~III~~, their attorney, respectfully shows:

1. That their Bill of Complaint was filed in this Court  
 on March 14, 1963, as will more fully appear by reference to the  
 proceedings herein.

2. That thereafter service was made by the Sheriff upon  
 Ruth Elizabeth Kirby, the minor defendant named in said Bill of  
 Complaint, and upon Bessye W. Hall, all of which will also more  
 fully appear by reference to the proceedings herein.

3. That thereafter Answer was made by Bessye W. Hall and  
 William T. Thomas, Guardian Ad Litem of Ruth Elizabeth Kirby, ap-  
 pointed pursuant to order of this Honorable Court, all of which

will more fully appear by reference to the proceedings herein.

4. That some question has arisen as to the requirement for the joinder as a party to this case of William C. Hall, husband of the said Bessye W. Hall. That a question has also arisen concerning the need for explaining in this proceeding the capacity or capacities in which Charles E. Kirby has joined as a Plaintiff herein.

WHEREFORE, the Plaintiffs herein pray that this Honorable Court will pass an order directing the Clerk to make the following admendments to the Bill of Complaint, by interlineation:


a. To add as a Defendant, William C. Hall, Church Hill, Maryland.

b. By adding in Paragraph 11 of said Bill of Complaint, on page 5 thereof, new sub-paragraphs to read as follows:

e--Charles E. Kirby who joins in this proceeding both as the husband of Ruth Geraldine Williamson Kirby and as the substituted Trustee appointed pursuant to order of this Court dated August 26, 1941, as aforesaid.

f--William C. Hall, husband of Bessye W. Hall.

AND, as in duty bound, etc.

  
Howard Wood, III  
Attorney for Plaintiffs

*Filed April 17, 1963*

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CHARLES K. WILLIAMSON	:	
GERALDINE W. KIRBY	:	IN THE
v.	:	CIRCUIT COURT FOR
BESSYE W. HALL, Trustee	:	QUEEN ANNE'S COUNTY

CHARLES K. WILLIAMSON	:	
RUTH GERALDINE WILLIAMSON KIRBY	:	
CHARLES E. KIRBY	:	In Equity
v.	:	Chancery #3288
BESSYE W. HALL	:	
RUTH ELIZABETH KIRBY	:	
	:	
	:	
: : : : :		

ORDER

Upon the foregoing Application for Leave to Amend, it is this <sup>17<sup>th</sup></sup> day of April, 1963, by the Circuit Court for Queen Anne's County,

ORDERED that the Clerk of this Court be, and he is hereby, directed to amend the Bill of Complaint, heretofore filed in these proceedings on March 14, 1963, by interlineation, as follows:

1. By adding William C. Hall, Church Hill, Maryland as a party defendant in said Bill of Complaint.
2. By adding on page 5 of said Bill of Complaint after sub-paragraph 11 d thereof, the following:

e--Charles E. Kirby who joins in this proceeding both as the husband of Ruth Geraldine Williamson Kirby and as the substituted Trustee appointed pursuant to order of this Court dated August 26, 1941, as aforesaid.

f--William C. Hall, husband of Bessye W. Hall.

And, it is further ORDERED, that a copy of the Bill of Complaint, as so amended, and a copy of the Answer of Bessye W. Hall, a copy of the Answer of the Guardian Ad Litem of Ruth Elizabeth Kirby, and a copy of this Application and Order, be served upon William C. Hall, in accordance with the provisions of Maryland Rule 320 d 2 (b) and a copy of the application for leave to amend and this order shall be served by counsel for the Plaintiffs upon the Guardian Ad Litem of Ruth Elizabeth Kirby and upon counsel for Bessye W. Hall.

  
\_\_\_\_\_  
JUDGE

*Filed April 17, 1963*

I hereby certify that a copy of the foregoing Application and Order was delivered to John Palmer Smith, Esquire, Attorney for Bessye W. Hall, and William T. Thomas, Guardian Ad Litem of Ruth Elizabeth Kirby, this 17<sup>th</sup> day of April, 1963.

  
\_\_\_\_\_

*Filed April 17, 1963*

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

\_\_\_\_\_ May \_\_\_\_\_ Return Day

File No. 3288

Docket W.H.C. fol. 154

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

TO: William C. Hall  
ChHrch Hill, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of \_\_\_\_\_  
May \_\_\_\_\_, next, to answer an action at the suit of

Charles K. Williamson, 47 South 19th. Street, San Jose, California,  
Ruth Geraldine Williamson Kirby, Denton, Maryland, and  
Charles E. Kirby, Denton, Maryland

Issued the 17th. day of April 19 63

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood  
Lawyer's Row  
ADDRESS: Centreville, Md.  
Centreville 343

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

*Charles W. Cecil*

Clerk

(Seal of Court)



NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE May 21  
19 63, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

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Chy. No. 3288

7-25-63

Charles K. Williamson  
et al.

vs.

Bessye W. Hall, et al.

Summons to be served

*Bill of Complaint  
Answer  
Answer of defendant in addition  
Application for leave to amend  
Order  
Filed April 26 1963*

Served by delivering a copy of the Summons to William C. Hall, and by leaving with him a copy of the Bill of Complaint, Answer, Answer of Guardian At Litem, Application for leave to Amend, Order, this 25th day of April, 1963.

*Joseph J. [Signature]*  
Sheriff of Queen Anne's County

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CHARLES K. WILLIAMSON	:	IN THE CIRCUIT COURT FOR
GERALDINE W. KIRBY	:	QUEEN ANNE'S COUNTY
v.	:	IN EQUITY
BESSYE W. HALL, Trustee	:	Chancery No. <u>3288</u>
et al	:	
	:	
	:	

ANSWER OF WILLIAM C. HALL

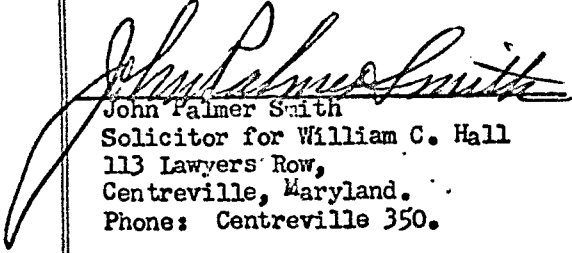
The Answer of William C. Hall to the Amended Bill of Complaint by John Palmer Smith, his Solicitor, respectfully shows:

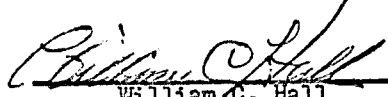
1. That he admits he is the husband of Bessye W. Hall.
2. That he admits service of copies of the amended Bill of Complaint, the Answer of the Guardian Ad Litem of Ruth Elizabeth Kirby, the Answer of Bessye W. Hall, the Application for Leave to amend and the order of Court thereon dated April the 17th, 1963.
3. That he admits the matters of Paragraph One of the amended Bill.
4. That he admits the matters of Paragraph Two of the amended Bill.
5. That he admits that the Survey mentioned in Paragraph Three of the remaining lands described in the amended Bill appears to be correct.
6. That he admits the matters of Paragraph Four of the amended Bill.
7. That he admits the matters of Paragraph Five of the amended Bill.
8. That he admits the matters of Paragraph Six of the amended Bill.
9. That he says that the records of this Court appear to disclose the matters set forth in Paragraph Seven of the amended Bill.
10. That he says that the records of this Court appear to disclose the matters set forth in Paragraph Eight of the amended Bill.
11. That he says that the records of this Court appear to disclose the matters set forth in Paragraph Nine of the amended Bill.
12. That answering Paragraph Ten of the amended Bill, he says that a sale of the property described in the amended Bill would be of benefit and advantage to those parties concerned, to wit: Charles K. Williamson, Geraldine W. Kirby and Bessye W. Hall; that Ruth Elizabeth Kirby, a minor, is not an issue of the body of Geraldine W. Kirby, and therefore is not a party who would be entitled to an interest in said property.

13. That answering Paragraph Eleven, he says that the persons or parties who would be entitled to an interest in said fee simple property if the contingency mentioned in the Will of Anna M. Williamson had happened at the time of the filing of the instant petition are Charles K. Williamson, Ruth Geraldine Williamson and Bessye W. Hall;  
That he further says that Ruth Elizabeth Kirby, minor, the alleged daughter of Charles E. Kirby and Ruth Geraldine Williamson Kirby, is not an "heir of the body" or an "issue of the body" of Ruth Geraldine Williamson Kirby but said minor is an adopted child of the said Charles E. Kirby and the said Ruth Geraldine Williamson Kirby, and said minor is a stranger to the title of said property and would not take title to said property under terms of the Will of Anna M. Williamson, or be entitled to distribution of the proceeds of sale of said property with relation to the contingency set forth in the said Will.
14. That answering Paragraph 12 of the amended Bill, he admits that a sale of said property would be of benefit to Charles K. Williamson, Geraldine Williamson Kirby and your Respondent's *wife*.
15. That he waives notice of and attendance at the taking of testimony before B. Hackett Turner, Esquire, one of the regular Examiners of this Honorable Court on March 25, 1963, and filed in these proceedings on March 28, 1963, and accepts said testimony, and consents and agrees that said testimony may be considered by the Court in determining this cause as fully as if your Respondent had been a party to this proceeding at the time that said testimony was taken.

WHEREFORE, your Respondent consents to the sale of the fee simple property as requested in the amended Bill and to the investment of the proceeds of sale so as to inure to the use of the same parties who would be entitled by the original grant to the land sold; but your Respondent denies that Ruth Elizabeth Kirby has any interest in said land or its proceeds.

Respectfully submitted,

  
John Palmer Smith  
Solicitor for William C. Hall  
113 Lawyers Row,  
Centreville, Maryland.  
Phone: Centreville 350.

  
William C. Hall

I HEREBY CERTIFY, that a copy of this Answer was delivered to Howard Wood, III, Esq., Attorney for Complainants and William T. Thomas, Guardian Ad Litem of Ruth Elizabeth Kirby, this 27 day of May, 1963.

  
John Palmer Smith

*Filed May 27, 1963*



22

CHARLES K. WILLIAMSON : IN THE  
 GERALDINE W. KIRBY : CIRCUIT COURT FOR  
 v. : QUEEN ANNE'S COUNTY  
 BESSYE W. HALL, Trustee, :  
 \_\_\_\_\_ :  
 CHARLES K. WILLIAMSON :  
 RUTH GERALDINE WILLIAMSON KIRBY :  
 CHARLES E. KIRBY : In Equity  
 v. : Chancery #3288  
 BESSYE W. HALL, :  
 WILLIAM C. HALL, her husband :  
 RUTH ELIZABETH KIRBY, a minor :  
 \_\_\_\_\_ :

ANSWER OF WILLIAM T. THOMAS, Guardian ad litem, to the Amended Bill of Complaint

The Answer of William T. Thomas, Guardian ad litem of Ruth Elizabeth Kirby, infant, to the Amended Bill of Complaint filed in this cause, respectfully shows:

1. That this defendant cannot admit any of the matters and things alleged in the said Amended Bill of Complaint and being an infant of tender years submits her rights to the protection of this Honorable Court; but said Guardian consents and agrees that the testimony filed in these proceedings on March 28, 1963, may be considered by this Court in determining this cause as fully as if William C. Hall and Charles E. Kirby had been parties to this proceeding at the time that said testimony was taken.

And as in duty bound, etc.,

William T. Thomas  
 (William T. Thomas)  
 Guardian ad litem



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

I HEREBY CERTIFY, that on this 27 day of May, 1963, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William T. Thomas, the abovenamed Guardian Ad Litem for Ruth Elizabeth Kirby, infant, and made oath in due form of law that the matters and facts stated in the foregoing Answer are true to the best of his knowledge and belief.

Charles W. Cecil  
 Clerk of the Circuit Court

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27 day of May, 1963, I left a copy of the foregoing answer at the office of John Palmer Smith, Esquire, Attorney for Bessye W. Hall and William C. Hall, her husband, and with Howard Wood, Attorney for the Plaintiffs at their respective offices in Centreville, Maryland.

William T. Thomas  
 Guardian ad litem

*Filed May 28, 1963*

23

CHARLES K. WILLIAMSON : IN THE  
 GERALDINE W. KIRBY : CIRCUIT COURT FOR  
 v. : QUEEN ANNE'S COUNTY  
 BESSYE W. HALL, Trustee, :  
 \_\_\_\_\_ :  
 CHARLES K. WILLIAMSON : In Equity  
 :  
 RUTH GERALDINE WILLIAMSON KIRBY : Chancery #3288  
 :  
 CHARLES E. KIRBY :  
 :  
 v. :  
 :  
 BESSYE W. HALL, :  
 WILLIAM C. HALL, her husband :  
 RUTH ELIZABETH KIRBY, a minor :  
 \_\_\_\_\_ :

ANSWER OF BESSYE W. HALL TO AMENDED BILL OF COMPLAINT

The Answer of Bessye W. Hall, by John Palmer Smith, her Solicitor, to the Amended Bill of Complaint filed in this cause, respectfully shows:

1. That she admits that William C. Hall is her husband, admits that Charles E. Kirby is the husband of Ruth Geraldine Williamson Kirby, and that each is a proper party to this cause.
2. That in all other respects she hereby adopts her Answer to the original Bill of Complaint as and for her Answer to said Amended Bill of Complaint.
3. That she consents and agrees that the testimony filed in these proceedings on March 28, 1963, may be considered by this Court in determining this cause as fully as if her husband, William C. Hall, and Charles E. Kirby, had been parties to this proceeding at the time that said testimony was taken.

And as in duty bound, etc.,

*John Palmer Smith*  
 Attorney for Bessye W. Hall

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that a copy of this Answer was delivered to Howard Wood, Attorney for Plaintiffs, and to William T. Thomas, Guardian ad litem of Ruth Elizabeth Kirby, this 27th day of May, 1963.

*John Palmer Smith*  
 Attorney for Bessye W. Hall

*Filed May 28. 1963*

24

CHARLES K. WILLIAMSON : IN THE  
 GERALDINE W. KIRBY : CIRCUIT COURT FOR  
 v. : QUEEN ANNE'S COUNTY  
 BESSYE W. HALL, Trustee :  
 \_\_\_\_\_ :  
 CHARLES K. WILLIAMSON :  
 RUTH GERALDINE WILLIAMSON KIRBY :  
 CHARLES E. KIRBY : In Equity  
 v. : Chancery #3288  
 BESSYE W. HALL, :  
 WILLIAM C. HALL, Her Husband :  
 RUTH ELIZABETH KIRBY, a minor : \_\_\_\_\_

D E C R E E

The above entitled matter coming before this Court on the Bill of Complaint, and Amended Bill of Complaint of Charles K. Williamson, Ruth Geraldine Williamson Kirby and Charles E. Kirby, heretofore filed in this cause, the Answers of Bessye W. Hall, William C. Hall and William T. Thomas, Guardian Ad Litem of the Minor Defendant, Ruth Elizabeth Kirby, appointed pursuant to Order of Court dated March 22, 1963, and the testimony taken before B. Hackett Turner, Esquire, one of the regular Examiners for this Court on March 25, 1963, and filed in this Court on March 28, 1963; and said pleadings and testimony, and the Exhibits attached to said pleadings and the Exhibits introduced in and filed with said testimony, ~~and the Reports of the said Charles E. Kirby, Substituted Trustee, for the years 1942-1962,~~ having been read and considered by this Court, the Court finds as follows:

*at court  
J.P.S.*

a. That the property referred to in Paragraph 3 of the Bill of Complaint and "Examiner's Exhibit No. 3" is now held in Trust under the Will of the late Anna M. Williamson by Charles E. Kirby, Substituted Trustee.

b. That Charles K. Williamson, Ruth Geraldine Williamson Kirby, and Charles E. Kirby, Petitioners in this proceeding, are parties in interest in said property.

c. That all of the persons or parties who would be entitled if the contingency mentioned in the Will of Anna M. Williamson aforesaid had happened at the date hereof are parties to this proceeding, viz, Charles K. Williamson, Ruth Geraldine Williamson Kirby, Charles E. Kirby, Bessye W. Hall, William C. Hall, and Ruth Elizabeth Kirby.

d. That the Sale of the property referred to herein appears to be advantageous to the parties concerned.

It is therefore, this 28<sup>th</sup> day of May, 1963, by the Circuit Court for Queen Anne's County ORDERED, as follows:

1. That Charles E. Kirby be and he is hereby appointed Trustee to sell the property referred to in

Paragraph 3 of the Bill of Complaint and Examiner's Exhibit No. 3 upon the terms and conditions set forth in Petitioner's Exhibit #4 and Examiner's Exhibit No. 5.

2. That said Trustee shall file with the Clerk of this Court a bond to the State of Maryland, in the amount of *Eight thousand* Dollars, conditioned on faithful performance and execution of the trust reposed in him, *in addition to his trustee bond heretofore filed.*

3. That the testimony of Charles E. Anthony, Jr., William M. Freestate, and John W. Sause, Jr., be, and it is hereby, declared to be a sufficient appraisal by a competent appraiser, within the meaning of Maryland Rule BR 3 c.

4. That as soon as practicable after such Sale, and in no event more than Thirty (30) days after the date thereof, the said Trustee shall render to the Court a full and particular report of the proceedings relative to such Sale in such form as is required by the Maryland Rules.

5. That upon the final ratification of said sale by this Court after the passage of the usual order nisi thereon and upon the payment of the whole purchase price, and not before, said trustee shall by a good and sufficient deed, to be by him executed and acknowledged agreeably to law, convey to the purchaser the property and estate so sold to it, free, clear and discharged of all claims of the parties to this cause, and of those claiming by, through or under them or any of them, whether in being or not, or claiming under the Will of Anna M. Williamson, whether in being or not.

6. And 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, in order that the net proceeds of sale may be invested so as to inure in like manner as by the provisions of the last will and testament of Anna M. Williamson, deceased, to the use of the same parties who would be entitled to the land sold, in the manner set forth in said will.

7. That the determination of the interest of Ruth Elizabeth Kirby, in said proceeds, be postponed until such later time as is fixed by Order of this Court.

*Filed May 28, 1963*

*Wm. H. Keating  
Judge*

Queen Anne's County, to wit: Be it remembered that on this Twenty-Ninth day of May in the year nineteen hundred and sixty-three, 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, Charles E. Kirby, of Caroline County, State of Maryland, as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut corporation, duly authorized by its charter to become sole surety on bonds, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Dollars (\$8000.00) current moneys of the United States of America, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, formally by these presents, sealed with our seals and dated this 28 day of May, 1963;

WHEREAS, the above bounden Charles E. Kirby, has been appointed by a Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 28 day of May, 1963, trustee to make sale of the real estate mentioned and described in the cause in said Court entitled "Charles R. Williamson, et. al. vs. Besoye W. Hall, et al." commenced by Bill of Complaint filed in Cause No. 3288 on the Chancery Desk of said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Charles E. Kirby 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.

TEST: CHARLES E. KIRBY (SEAL)

ANITA BOYD

HARTFORD ACCIDENT & INDEMNITY COMPANY.

By HOWARD WOOD, 3rd  
Its Attorney-in-Fact

Corporate Seal.

ATTEST:

ANITA BOYD

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

Security approved and Bond filed May 29, 1963.  
CHARLES W. CECIL, Clerk.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 2, folio 242, a Bond Record for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County, this 29th day of May in the year nineteen hundred and sixty-three.



Charles W. Cecil  
Clerk

# 12  
3288

4/29/63  
5/1/63

26

CHARLES K. WILLIAMSON : IN THE  
 GERALDINE W. KIRBY : CIRCUIT COURT FOR  
 v. : QUEEN ANNE'S COUNTY  
 BESSYE W. HALL, Trustee :  
 \_\_\_\_\_ :  
 CHARLES K. WILLIAMSON :  
 RUTH GERALDINE WILLIAMSON KIRBY : In Equity  
 CHARLES E. KIRBY : Chancery #3288  
 v. :  
 BESSYE W. HALL, :  
 WILLIAM C. HALL, Her Husband :  
 RUTH ELIZABETH KIRBY, a minor :  
 \_\_\_\_\_ :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of the real estate made in this cause by Charles E. Kirby, Trustee, appointed to make such sale, unto your Honors respectfully shows:

1. That pursuant to the Decree of this Honorable Court passed on the 28 day of May, 1963, your Trustee filed in this Cause a Bond in the penalty of Eight Thousand Dollars (\$8,000.00) with corporate surety thereon which said Bond was duly approved by the Clerk of this Court.

2. That thereupon pursuant to said Decree your Trustee on the 28 day of May, 1963, proceeded in accordance with the terms of the written contract of sale filed in this cause as Petitioner's Exhibit No. 4 and Examiner's Exhibit No. 5 to sell unto The Corsica Corporation, a Maryland corporation, at and for the price of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) the real estate mentioned and described in these proceedings which is described as follows, to wit:

ALL that lot or parcel of land situate, lying and being in the town of Centreville in the Third Election District of Queen Anne's County, in the State of Maryland, which is described by metes and bounds, courses and distances in accordance with a survey thereof made by J. R. McCrone, Jr., Inc., dated January 3, 1963, as follows, to wit:

BEGINNING for same at an iron pipe set at the inside of the curb on the north easterly side of Broadway, said point being the southerly corner of the Thompson's Garage Lands and the westerly corner of the herein described lands; and running, thence, by and with said Thompson's Garage Lands N 39° 46' 30" E - 118.89' to the Lands of Ellsworth H. Jewell; thence, by and with said Jewell Lands S 49° 24' 30" E - 35.19' to the Lands formerly of Ida E. Fenrich, also known as the Hotel Property; thence by and with said Fenrich Lands and Lands formerly of Alfred E. Callahan S 40° 45' 40" W -

118.38' to the north easterly side of the aforementioned Broadway; thence, by and with the side of Broadway N 50° 15' W - 33.14' to the place of beginning. Containing in all 4,054 square feet of land, more or less.

3. That the Corsica Corporation has in accordance with the terms of their Contract of Sale, paid unto your Trustee, the sum of Eight Hundred Seventy-Five Dollars (\$875.00) on account of the purchase price.

Respectfully submitted,

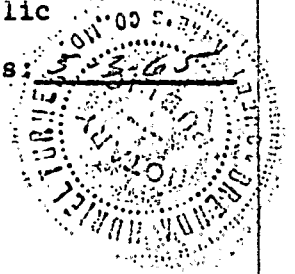
*Charles E. Kirby*  
Charles E. Kirby, Trustee

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

I HEREBY CERTIFY that on this 2<sup>d</sup> day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Charles E. Kirby, the trustee in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated and that the sale was fairly made.

*Bruno M. Townshend*  
Notary Public

My Commission expires: 5-3-65



*Filed May 29, 1963*

### ORDER NISI ON SALE

Charles K. Williamson  
Geraldine W. Kirby  
Bessye W. Hall, Trustee  
Charles K. Williamson  
Ruth Geraldine Williamson Kirby  
Charles E. Kirby  
Bessye W. Hall  
William C. Hall, her husband,  
Ruth Elizabeth Kirby, a minor

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 3238

ORDERED, this 29th. day of May, 19 63, that the sale of the real property, made and reported in this cause by Charles E. Kirby, Trustee, be ratified and confirmed, on or after the 29th. day of June, 19 63, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 22nd. day of June, 1963.

The report states the amount of sales to be \$ 8,750.00.

*Charles W. Cecil* Clerk

Filed May 29, 1963

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

I hereby certify that on this 27th day of June, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John W. Sause, Jr., Vice President of The Corsica Corporation, said corporation being the purchaser named in the Decree of the Circuit Court for Queen Anne's County dated May 28, 1963 (Chancery #3288) and made oath in due form of law as follows:

- (a) That said purchaser is not acting in said purchase as agent for any other person, firm or corporation;
- (b) That said purchaser is the sole principal purchaser involved in said sale; and
- (c) That said purchaser has not directly or indirectly discouraged anyone from bidding for the property involved in said sale.



*Ruth Hastings*  
Notary Public

*Filed June 27, 1963*

**Order Nisi On Sale**

Charles K. Williamson  
Geraldine W. Kirby  
v.  
Bessye W. Hall, Trustee

Charles K. Williamson  
Ruth Geraldine Williamson Kirby  
Charles E. Kirby

v.  
Bessye W. Hall  
William C. Hall, her husband,  
Ruth Elizabeth Kirby, a minor

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

Cause No. 3288

ORDERED, this 29th day of May, 1963, that the sale of the real property, made and reported in this cause by Charles E. Kirby, Trustee, be ratified and confirmed on or after the 29th day of June, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 22nd day of June, 1963.

The report states the amount of sales to be \$8,750.00.

CHARLES W. CECIL, Clerk

Filed: May 29, 1963

True Copy

Test: CHARLES W. CECIL, Clerk  
3t-6-13

*Queen Anne's Record-Observer*

Centreville, Md., June 17, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY, a body corporate, does hereby certify that the

Order Nisi on Sale

in the case/cause of Charles K. Williamson-Geraldine W. Kirby v. Bessye W. Hall, Trustee

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 ~~29th~~ June, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of May, 1963, and the last insertion on the 13th day of June, 1963.

THE QUEEN ANNE'S RECORD AND OBSERVER PUBLISHING COMPANY

By *E. A. Dalk*

*Filed July 1, 1963*



36

CHARLES K. WILLIAMSON : IN THE  
 GERALDINE W. KIRBY : CIRCUIT COURT FOR  
 v. : QUEEN ANNE'S COUNTY  
 BESSYE W. HALL, Trustee :  
 \_\_\_\_\_ :  
 CHARLES K. WILLIAMSON : In Equity  
 RUTH GERALDINE WILLIAMSON KIRBY: Chancery #3288  
 CHARLES E. KIRBY :  
 v. :  
 BESSYE W. HALL, :  
 WILLIAM C. HALL, Her Husband :  
 RUTH ELIZABETH KIRBY, a minor :  
 \_\_\_\_\_ :

FINAL RATIFICATION OF SALE

The above entitled matter coming before this Court, the proceedings having been read and considered by this Court, and this Court being satisfied that the sale of the real estate made and reported in this cause by Charles E. Kirby, Trustee, was fairly and properly made, and no exceptions having been filed to the report of sale, IT IS ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 15<sup>th</sup> day of July, 1963, that the sale of the real estate made and reported in this cause by Charles E. Kirby, Trustee, be, and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

*Filed July 1, 1963*      *Thos. Beaty*  
 Judge

31  
 CHARLES K. WILLIAMSON, et al. \* In The Circuit Court for  
 vs. \* Queen Anne's County  
 \*  
 BESSYE W. HALL, et al. \* In Equity  
 \* Cause No. 3288

PETITION FOR INVESTMENT IN GOVERNMENT BONDS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles E. Kirby, Trustee in the above Cause unto your Honors respectfully sets forth:

1. That the sale of the real estate reported in this cause has been completed and your Trustee has received the agreed purchase price of Eight Thousand Seven Hundred Fifty Dollars (\$8,750).
2. That after allowance for tax adjustments, costs of sale, capital gains tax and your Trustee's commissions, your Trustee estimates that he will have cash remaining for investment in excess of Six Thousand Dollars (\$6,000) and less than Seven Thousand Dollars (\$7,000).
3. That your Trustee desires authority to invest the sum of Six Thousand Dollars (\$6,000) at the present time in United States Savings Bonds Series H together with authority to invest the remaining net proceeds of the sale after an audit has been stated in similar bonds.
4. That in the judgment of your Petitioner said investments would be advantageous to all persons interested in this Trust Estate.

WHEREFORE, your Petitioner prays your Honors to pass an order authorizing said investments.

Respectfully submitted,

32  
 Filed July 11, 1963

*Charles E. Kirby*  
 Trustee

ORDER OF COURT

ORDERED this 15 day of July, 1963, by the Circuit Court for Queen Anne's County, in Equity, that Charles E. Kirby, Trustee in the above cause is hereby authorized to invest the sum of Six Thousand Dollars (\$6,000) at the present time in United States Savings Bonds Series H and that said Trustee is further authorized upon the statement of an audit of the proceeds of sale of real estate made in this cause to invest the remaining net proceeds of sale in United States Savings Bonds, Series H after due provision for expenses of sale including his commissions and for capital gains taxes.

*Mr. J. G. Gentry*  
 Judge

Filed July 15, 1963

CHARLES K. WILLIANSO, et al. \*     In The Circuit Court for  
                                  \*     Queen Anne's County  
                                  \*     in Equity  
BESSYE W. HALL, et al.       \*     Cause No. 3288

Mr. Charles W. Cecil, Clerk:

Will you please record the following papers at length in connection with the recent sale of real estate reported in this cause and let me have a bill for all your costs relating to that sale including said recording:

Bill of Complaint filed August 21, 1941, without Exhibit A; Decree filed August 26, 1941; Bond filed August 8, 1941; Bill of Complaint filed March 14, 1963 and all subsequent papers except number 8 (First Answer of Bessye W. Hall) and number 11 (First Answer of Guardian Ad Litem).

Howard Wood  
Howard Wood, Attorney for Trustee

*Filed July 15, 1963*

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this third day of May, in the year nineteen hundred and forty-five, the following Petition was brought to be recorded. to wit:-

S. Scott Beck, Assignee	*	In the Circuit Court for
vs.	*	Queen Annes County, Maryland
William T. Hufnal, et al.	*	In Equity No. 2400

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ella Perry Skinner respectfully represents:

1. That on the 26th day of July 1921 she purchased of S. Scott Beck, Assignee, all of that property more particularly described in the Report of Sale, made and filed herein by the said S. Scott Beck, Assignee, on the 24th day of March, 1923 and that she has made said compliance with the terms of the said Sale, all of which will appear by reference to the said Report of Sale.

2. That your Petitioner desires that she, the said Ella Perry Skinner, and Louis E. Skinner, her husband, be substituted as purchasers for and instead of herself alone.

3. That the Final Order of Ratification of the said Sale has not as yet been made by this Honorable Court and that she has been advised, and therefor avers, that Richard Carvell, Esq., will apply to this Honorable Court to be named as Trustee in place and instead of the said S. Scott Beck, deceased, and that the said Richard Carvell will apply to this Honorable Court for a Final Order of Ratification of the said sale and for authority to convey the said property to the said Ella Perry Skinner and Louis E. Skinner, her husband, by a good and sufficient deed conveying title to the aforesaid parties as tenants by the entireties.

Wherefor, your Petitioner prays this Honorable Court to pass an Order substituting the said Ella Perry Skinner and Louis E. Skinner, her husband, as purchasers of the aforesaid property.

*Richard Carvell*  
Solicitor for Petitioner

*Filed May 3rd 1945.*

S. Scott Beck, Assignee \* In the Circuit Court for  
vs. \* Queen Annes County, Maryland  
William T. Hufnal, et al. \* In Equity No. 2400

ORDER OF COURT:

The foregoing Petition having been duly read and considered <sup>it is</sup> this *2nd* day of ~~April~~ <sup>May</sup> 1945 by the Circuit Court for Queen Annes County, In Equity and by the authority of the said Court Ordered that Ella Perry Skinner and Louis E. Skinner, <sup>her husband</sup> be and they are hereby substituted as purchasers of the aforesaid property for and instead of the said Ella Perry Skinner.

*Wm P. Horney*  
Judge  
*Filed May 3rd 1945.*

S. Scott Beck, Assignee \* In the Circuit Court for  
vs. \* Queen Annes County, Maryland  
William T. Hufnal, et al. \* In Equity No. 2400

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard Carvell respectfully represents:

1. That on the 30th day of June 1921, the late S. Scott Beck, Assignee of several mortgages, certified copies of which are filed herein, filed an Order to docket the above entitled cause in the Circuit Court of Queen Annes County, in Equity, and that after filing his bond, and duly advertising the property for sale, the said S. Scott Beck, Assignee, in pursuance to the authority vested in him in the aforesaid mortgages, sold the property described in said mortgages to Ella Perry Skinner.

2. That the Order Nisi on the said sale of the said real estate was duly filed in these proceedings on the 23rd day of March, 1923 and that the said Order provided that the sale of the said real estate be ratified and confirmed unless cause to the contrary thereof was shown on or before the 1st day of June, 1923, provided a copy of the said Order be inserted in some newspaper printed and published in Queen Annes County, Maryland, once in each of four successive weeks before the 1st day of May 1923.

3. That although said Order was duly published, ~~xxxx~~ as provided in said Order, no cause to the contrary was shown, but <sup>Final</sup> the/Order of Ratification of the said sale has not as yet been made.

4. That the said S. Scott Beck, Assignee, died on the 13th day of March 1944.

5. That by Order of this Honorable Court, made the <sup>2nd</sup> day of <sup>May</sup> April, 1945, Ella Perry Skinner and Louis E. Skinner, her husband, were substituted as purchasers in place and stead of the said Ella Perry Skinner, individually, and that the said Ella Perry Skinner and Louis E. Skinner, her husband, are desirous of having the said property conveyed to them by a good and sufficient deed and that it will therefor be necessary for a Trustee to be appointed in the place and instead of the late S. Scott Beck, Assignee.

WHEREFOR, your Petitioner respectfully prays this Honorable Court to pass an Order appointing him as Trustee in the above entitled cause in place of the late S. Scott Beck, Assignee, and to pass a further Order authorizing and directing your Petitioner as Trustee to convey the said property <sup>to</sup> the said Ella Perry Skinner and Louis E. Skinner, her husband, as tenants by the entireties, by a good and sufficient deed.

Respectfully submitted.

  
Richard Carvell.

*Petitioner*

*Filed May 3rd 1945.*

S. Scott Beck, Assignee           \*    In the Circuit Court for  
  \*    Queen Annes County, Maryland  
vs                                       \*  
William T. Hufnal, et al.         \*    In Equity    No. 2400

ORDER OF COURT:

The foregoing Petition having been duly read and considered, it is thereupon this 2nd day of ~~April~~ <sup>May</sup> 1945 by the Circuit Court for Queen Annes County, in Equity, and by its authority Ordered that Richard Carvell be, and he is hereby, appointed Trustee <sup>without bond</sup> in the above entitled cause in place of the late S. Scott Beck, Assignee, and,

IF IS FURTHER ORDERED that the said Richard Carvell, Trustee as aforesaid, be, and he is hereby authorized and directed, to convey the aforesaid property to the said Ella Perry Skinner and Louis E. Skinner, her husband, as tenants by the entireties, by a good and sufficient deed.

*Wm R. Torney*  
\_\_\_\_\_  
Judge

*June 17<sup>th</sup> 1945*

S. SCOTT BECK, Assignee

vs.

WILLIAM T. HUFNAL, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 2400

FINAL ORDER OF RATIFICATION OF SALE

ORDERED NUNC PRO TUNC, <sup>as of June 1st 1923,</sup> this 23<sup>rd</sup> day of January, 1969,  
by the Circuit Court for Queen Anne's County, in Equity, that the  
sale of the real estate mentioned in these proceedings by S. Scott  
Beck, Assignee, be and the same is hereby finally ratified and confirmed,  
no cause to the contrary having been shown, although due notice appears  
to have been given as required by the Order Nisi passed in said cause,  
and the assignee is allowed the usual commissions and such proper  
expenses as he shall produce vouchers for to the auditor.

B. Hackett Turner Jr.  
JUDGE

320 Jan 28, 1969



QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Seventeenth day of January, in the year nineteen hundred and sixty eight, the following Bill of Complaint was brought to be recorded, to wit:-

JENNINGSB. SMITH, Individually and as  
Administrator of the Estate of HELEN  
ELIZABETH EVERETT, deceased, and  
ETHEL MAE SMITH, his wife,  
Sudlersville, Maryland

JOHN W. SMITH, Widower  
Clayton, Delaware

MORRIS T. SMITH and  
SARAH G. SMITH, his wife,  
Barclay, Maryland

BARRETT SMITH and  
REBA B. SMITH, his wife,  
Church Hill, Maryland

vs.

CATHERINE F. THOMPSON and  
EARL THOMPSON, her husband  
Town and Country Trailer Park  
Camden, Delaware

G. MARGARET ROBINSON (divorced)  
2628 Boxwood Drive, Timbers  
Wilmington, Delaware

THOMAS W. CONLEY and  
DORIS T. CONLEY, his wife  
Centreville, Maryland

J. WILLIAM CONLEY and  
NELLIE CONLEY, his wife  
Fox Road  
Dover, Delaware

E. MARION REED and  
WILLIAM REED, her husband  
Viola, Delaware

ELEANOR C. FORAKER and  
RICHARD FORAKER, her husband  
Lynch Heights  
Milford, Delaware

GRACE S. HURD and  
ROBERT HURD, her husband  
Box 55  
Clayton, Delaware

LAURA S. PLUMMER and  
PAUL PLUMMER, her husband  
44 Franklinville  
New York 14737

JAMES T. GREEN and  
ELIZABETH HALL GREEN, his wife  
Church Hill, Maryland

SUDLER GREEN and  
GLADYS H. GREEN, his wife  
Centreville, Maryland

IN THE  
CIRCUIT COURT

FOR  
QUEEN ANNE'S COUNTY

CHANCERY NO. 4928

15.00 pd

Re 22999

BILL OF COMPLAINT

SARAH J. C. MCGINNIS and  
HERMAN MCGINNIS, her husband  
Old Camden Road  
Camden, Delaware

HELEN V. SYLVESTER and  
CARROLL SYLVESTER, her husband  
Clayton, Delaware

T. EDWARD MEREDITH and  
HAZEL T. MEREDITH, his wife,  
1651 South Dual Highway  
Dover, Delaware.

PAUL C. RICHARDS, JR. and  
NANCY RICHARDS, his wife,  
4 Oaknoll Road  
Cedar Knoll  
Wilmington 8, Delaware

THOMAS H. RICHARDS and  
ANN RICHARDS, his wife  
611 Thayer Drive  
Richland, Washington

PATSY E. K. GUESSFORD and  
RONALD GUESSFORD, her husband  
2603 Baxter Drive  
Faulkland Heights  
Wilmington, Delaware

MARY JOANNE BOSTIC and  
KENNETH BOSTIC, her husband  
Sudlersville, Maryland

K. ELLEN RASH and  
RONALD RASH, her husband  
Sudlersville, Maryland

The unknown heirs, devisees or  
personal representatives of  
ELSIE MAY SMITH CONLEY, deceased

The unknown heirs, devisees or  
personal representatives of  
EARL SMITH, deceased

The unknown heirs, devisees or  
personal representatives of  
SALLY L. SMITH GREEN, deceased

The unknown heirs, devisees or  
personal representatives of  
NELLIE V. SMITH MEREDITH, deceased

The unknown heirs, devisees or  
personal representatives of  
GRACE R. SMITH, deceased

The unknown heirs, devisees or  
personal representatives of  
EDNA SMITH RICHARDS, deceased

The unknown heirs, devisees or  
personal representatives of  
HOWARD SMITH, deceased

The unknown heirs, devisees or  
personal representatives of  
JOSEPH C. SMITH, deceased

Jennings B. Smith, Individually and as Administrator of the Estate of Helen Elizabeth Everett, deceased, et al, by Turner and Turner, their attorneys allege:

1. John Wesley Lane and Sarah Catherine Lane, his wife, conveyed unto Helen Elizabeth Everett, by deed dated September 16, 1961, and recorded in Liber T.S.P. No. 62, folio 466, one of the land record books for Queen Anne's County, Maryland, land more particularly described, as follows:

ALL that lot or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, in or near the Village of Barclay, and on the South side of the public road leading from Barclay to Templeville and on the other three (3) sides by the land of John Wesley Lane and wife and more particularly described as follows, to wit: BEGINNING for the same in the middle of a ditch at a point where the lot hereby conveyed corners with the Southern right-of-way of the said Barclay-Templeville public road, said point being 24 feet, more or less, from the Beatty property, thence in a Southerly direction along and with said ditch a distance of 125 feet to a point, thence in an Easterly direction and parrallel with the Southern boundary of the above-mentioned public road a distance of 72 feet to a point, thence in a North-erly direction and parallel with the above mentioned ditch a distance of 125 feet to the Southern right-of-way of the above mentioned public road, thence in a Westerly direction along and with the Southern right-of-way of the above mentioned public road a distance of 72 feet to the point of beginning, said lot being 125 feet by 72 feet and CONTAINING 9,000 square feet of land, more or less; certified copy of said deed attached hereto as Plaintiffs' Exhibit "A".

2. The said Helen E. Everett died intestate on October 20, 1967, seized and possessed of said property.

3. Said Helen E. Everett left to survive her as her sole heirs at law, the following:

- a. John W. Smith, a brother;
- b. Jennings B. Smith, a brother;
- c. Morris T. Smith, a brother;
- d. Barrett Smith, a brother;
- e. Children of Elsie May Smith Conley, deceased sister:
  - Catherine F. Thompson
  - G. Margaret Robinson
  - Thomas W. Conley
  - J. William Conley
  - E. Marion Reed
  - Eleanor Foraker
- f. Children of Earle Smith, deceased brother:
  - Grace Hurd
  - Laura S. Plummer
- g. Children of Sally L. Smith Green, deceased sister:
  - James T. Green
  - Sudler Green
- h. Children of Nellie V. Smith Meredith, deceased sister:
  - Sarah J. C. McGinnis
  - Helen V. Sylvester
  - T. Edmund Meredith
- i. Children of Edna Smith Richards, deceased sister:
  - Paul C. Richards, Jr.
  - Thomas H. Richards
  - Patsy E. K. Guessford
- j. Children of Joseph C. Smith, deceased brother:
  - Mary Joanne Bostic
  - K. Ellen Rash

5. Where married the names of the spouses of the parties hereto are shown in the caption hereof and otherwise the marital status is as shown in said caption.

6. Letters of Administration on the personal estate of said Helen Elizabeth Everett have been granted by the Orphans' Court of Queen Anne's County unto the said Jennings B. Smith as will more fully and at large appear by reference to certified copy thereof filed herewith and marked "Plaintiffs' Exhibit B" and prayed to be taken as a part hereof.

7. The personal estate of the said Helen Elizabeth Everett has not been closed in the Orphans' Court of Queen Anne's County.

8. The aforementioned real estate is not susceptible of partition among the parties entitled to interest therein without material loss to said parties.

9. All the parties hereto are of full legal age.

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 divided among the parties owning said real estate according to their respective interests.
3. That your Orators may have such other and further relief as their case may require.

TURNER & TURNER

BY B. Herbert Turner  
109 Lawyers Row  
Centreville, Maryland  
758-1795  
Attorneys for Plaintiffs

Filed Jan. 17, 1938

2  
No. 46690  
Re. 57112 RECEIVED FOR RECORDED Sept 26, 1961

THIS DEED, made this 16TH day of September, in the year nineteen hundred and sixty-one, by and between John Wesley Lane and Sarah Catherine Lane, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and Helon E. Everett, widow, of Queen Anne's County, State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of One (\$1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, in or near the Village of Barclay, and on the South side of the public road leading from Barclay to Templeville and on the other three (3) sides by the land of these Grantors, (the said Lanea) and more particularly described as follows, to wit:

BEGINNING for the same in the middle of a ditch at a point where the lot hereby conveyed corners with the Southern right-of-way of the said Barclay-Templeville public road, said point being 24 feet, more or less, from the Beatty property, thence in a Southerly direction along and with said ditch a distance of 125 feet to a point, thence in an Easterly direction and parallel with the Southern boundary of the above-mentioned public road a distance of 72 feet to a point, thence in a Northerly direction and parallel with the above-mentioned ditch a distance of 125

feet to the Southern right-of-way of the above-mentioned public road, thence in a Westerly direction along and with the Southern right-of-way of the above-mentioned public road a distance of 72 feet to the point of beginning, said lot being 125 feet by 72 feet and containing 9,000 square feet of land, more or less.

BEING a part of the same land granted and conveyed unto the said John Wesley Lane and wife by Lewis W. Holden, widower, by deed dated the 17th day of May, 1933, and recorded in Liber B. H. T. No. 16, folio 212, of the Land Records of Queen Anne's County.

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 party of the second part, her heirs and assigns, in fee simple, forever.

AND the said parties of the first part do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; 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 Grantors.

TEST: (as to Grantors)

LIBER 62 PAGE 467

L. Jay Plumb

John Wesley Lane (SEAL)  
John Wesley Lane

Sarah Catherine Lane (SEAL)  
Sarah Catherine Lane

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

I HEREBY CERTIFY, that on this 16th day of September, 1961, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared John Wesley Lane and Sarah Catherine Lane, his wife, and each acknowledged the aforesaid going Deed to be their respective act.

WITNESS my hand and Notarial Seal.

Francis E. Butler  
Notary Public  
My commission expires 5/6/63



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 62, folio 466, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 8th day of January in the year nineteen hundred and sixty-eight.



Charles W. Connel  
Clerk

Filed Jan 17, 1968

LIBER 4 PAGE 151

3/



# The State of Maryland,

## Queen Anne's County, Set:

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that *LETTERS OF ADMINISTRATION* of all the goods, chattels, credits and personal estate of \_\_\_\_\_

\_\_\_\_\_, late of Queen Anne's County, deceased, were on the 19th day of December in the year of our Lord one thousand nine hundred and sixty -seven granted and committed unto \_\_\_\_\_  
Jennings B. Smith

who was \_\_\_\_\_ then and there appointed ADMINISTRATOR OR \_\_\_\_\_ of the said deceased, and that said letters are at this date in full force and effect.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the

Seal of my office, this 16<sup>th</sup> day of January in the year of our Lord, nineteen hundred and sixty -eight.

Test:

[Signature]  
Register of Wills for Queen Anne's County

Form 30

*Filed Jan. 17, 1968*

*Plaintiff's Exh. "B"  
Ex. "2"*



4

JENNINGS B. SMITH, Individually and as  
Administrator of the Estate of HELEN  
ELIZABETH EVERETT, deceased, and  
ETHEL MAE SMITH, his wife,  
Sudlersville, Maryland

JOHN W. SMITH, Widower  
Clayton, Delaware

MORRIS T. SMITH and  
SARAH G. SMITH, his wife,  
Barclay, Maryland

BARRETT SMITH and  
REBA B. SMITH, his wife,  
Church Hill, Maryland

vs.

CATHERINE F. THOMPSON and  
EARL THOMPSON, her husband  
Town and Country Trailer Park  
Camden, Delaware

G. MARGARET ROBINSON (divorced)  
2628 Boxwood Drive, Timbers  
Wilmington, Delaware

THOMAS W. CONLEY and  
DORIS T. CONLEY, his wife  
Centreville, Maryland

J. WILLIAM CONLEY and  
NELLIE CONLEY, his wife  
Fox Road  
Dover, Delaware

E. MARION REED and  
WILLIAM REED, her husband  
Viola, Delaware

ELEANOR C. FORAKER and  
RICHARD FORAKER, her husband  
Lynch Heights  
Milford, Delaware

GRACE S. HURD and  
ROBERT HURD, her husband  
Box 55  
Clayton, Delaware

LAURA S. PLUMMER and  
PAUL PLUMMER, her husband  
44 Franklinville  
New York 14737

JAMES T. GREEN and  
ELIZABETH HALL GREEN, his wife  
Church Hill, Maryland

SUDLER GREEN and  
GLADYS H. GREEN, his wife  
Centreville, Maryland

SARAH J. C. MCGINNIS and  
HERMAN MCGINNIS, her husband  
Old Camden Road  
Camden, Delaware

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

CHANCERY NO. 4928

HELEN V. SYLVESTER and  
CARROLL SYLVESTER, her husband  
Clayton, Delaware

T. EDMUND MEREDITH and  
HAZEL T. MEREDITH, his wife,  
1651 South Dual Highway  
Dover, Delaware

PAUL C. RICHARDS, JR. and  
NANCY RICHARDS, his wife  
4 Oaknoll Road  
Cedar Knoll  
Wilmington 8, Delaware

THOMAS H. RICHARDS and  
ANN RICHARDS, his wife  
611 Thayer Drive  
Richland, Washington

PATSY E. K. GUESSFORD and  
RONALD GUESSFORD, her husband  
2603 Baxter Drive  
Faulkland Heights  
Wilmington, Delaware

MARY JOANNE BOSTIC and  
KENNETH BOSTIC, her husband  
Sudlersville, Maryland

K. ELLEN RASH and  
RONALD RASH, her husband  
Sudlersville, Maryland

The unknown heirs, devisees or  
personal representatives of  
ELSIE MAY SMITH CONLEY, deceased

The unknown heirs, devisees or  
personal representatives of  
EARL SMITH, deceased

The unknown heirs, devisees or  
personal representatives of  
SALLY L. SMITH GREEN, deceased

The unknown heirs, devisees or  
personal representatives of  
NELLIE V. SMITH MEREDITH, deceased

The unknown heirs, devisees or  
personal representatives of  
GRACE R. SMITH, deceased

The unknown heirs, devisees or  
personal representatives of  
EDNA SMITH RICHARDS, deceased

The unknown heirs, devisees or  
personal representatives of  
HOWARD SMITH, deceased

The unknown heirs, devisees or  
personal representatives of  
JOSEPH C. SMITH, deceased

This is to give notice that on the 17th day of January, 1968, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Plaintiffs against the Defendants, the non-resident Defendants together with their last known addresses being:

Catherine F. Thompson and Earl Thompson, her husband, Town and Country Trailer Park, Camden, Delaware; G. Margaret Robinson (divorced) 2628 Boxwood Drive, Timbers, Wilmington, Delaware; J. William Conley and Nellie Conley, his wife, Fox Road, Dover, Delaware; E. Marion Reed and William Reed, her husband, Viola, Delaware; Eleanor C. Foraker and Richard Foraker, her husband, Lynch Heights, Milford, Delaware; Grace S. Hurd and Robert Hurd, her husband, Box 55, Clayton, Delaware; Laura S. Plummer and Paul Plummer, her husband, 44 Franklinville, New York 14737; Sarah J. McGinnis and Herman McGinnis, her husband, Old Camden Road, Camden, Delaware; Helen V. Sylvester and Carroll Sylvester, her husband, Clayton, Delaware; T. Edmund Meredith and Hazel T. Meredith, his wife, 1651 South Dual Highway, Dover, Delaware; Paul C. Richards, Jr. and Nancy Richards, his wife, 4 Oaknoll Road, Cedar Knoll, Wilmington 8, Delaware; Thomas H. Richards and Ann Richards, his wife, 611 Thayer Drive, Richmond, State of Washington; Patsy E. K. Guessford and Ronald Guessford, her husband, 2603 Baxter Drive, Faulkland Heights, Wilmington, Delaware; and against the unknown heirs, devisees or personal representatives of: Elsie May Smith Conley, Earl Smith, Sally L. Smith Green, Nellie V. Smith Meredith, Grace R. Smith, Edna Smith Richards, Howard Smith and Joseph C. Smith.

The Bill alleges in substance that John Wesley Lane and Sarah Catherine Lane, his wife, conveyed unto Helen Elizabeth Everett, by deed dated September 16, 1961, and recorded in land Liber Queen Anne's County T.S.P. No. 62, folio 466; a parcel of land containing 9,000 Square Feet, more or less, and improved by a dwelling house situate in or near the Town of Barclay, First Election District of Queen Anne's County, Maryland, as will more fully appear by reference to a certified copy of said deed filed therewith marked "Plaintiffs Exhibit A" and prayed to be taken as a part thereof; that said Helen Elizabeth Everett died intestate on October 20, 1967, seized and possessed of said property, and left surviving her as her sole heirs at law the following: John W. Smith, Jennings B. Smith, Morris T. Smith and Barrett Smith, brothers, Catherine F. Thompson, G. Margaret Robinson, Thomas W. Conley, J. William Conley, E. Marion Reed and Eleanor Foraker, children of Elsie May Smith Conley, deceased sister, Grace Hurd and Laura S. Plummer, children of Earle Smith, deceased brother, James T. Green and Sudler Green, children of Sally L. Smith Green, deceased sister, Sarah J. C. McGinnis, Helen V. Sylvester, T. Edmund Meredith, children of Nellie V. Smith Meredith, deceased sister, Paul C. Richards, Jr., Thomas H. Richards and Patsy E. K. Guessford, children of Edna Smith Richards, deceased sister, Mary Joanne Bostic and K. Ellen Rash, children of Joseph C. Smith, deceased brother; where married the names of the spouses of the parties are shown in the caption of said Bill of Complaint and this Order of Publication and otherwise the marital status is as shown in said caption; Letters of Administration on the personal estate of the said Helen Elizabeth Everett have been granted by the Orphans' Court of Queen Anne's County unto Jennings B. Smith, as will more fully and at large appear by reference to certified copy thereof filed therewith marked "Plaintiffs' Exhibit B", and prayed to be taken as a part thereof; the personal estate of the said Helen Elizabeth Everett, has not been closed in the Orphans' Court of Queen Anne's County; the aforementioned real estate is not susceptible of partition among the parties entitled to interest therein without material loss to said parties; all of the parties hereto are of full legal age.

The relief prayed in said Bill of Complaint is for the sale of said land and the division of the proceeds of said sale among the parties owning said real estate according to their respective interests.

WHEREUPON, IT IS ORDERED by the Circuit Court for Queen Anne's County, this 17th day of January, 1968, that the Plaintiffs cause a copy of this order to be inserted in a newspaper published in Queen Anne's County once a week for four successive weeks before the 23rd day of February, 1968, giving notice to the said non-resident Defendants and unto the aforementioned unknown heirs, devisees or personal representatives of Elsie May Smith Conley, Earl Smith, Sally L. Smith Green, Nellie V. Smith Meredith, Grace R. Smith, Edna Smith Richards, Howard Smith and Joseph C. Smith; of the object and substance of the Bill of Complaint and warning them to show cause, if any there may be, on or before the 25th day of March 1968, why a decree should not be passed as prayed.

*Charles W. Cecil*

CLERK

*Filed Jan. 17, 1968*

Circuit Court For Queen Anne's County

5/

EQUITY SUMMONS:

February Return Day

File No. 4928 Chy.

Docket #1 C.W.C., fol. 324

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

TO: James T. Green and Elizabeth Hall Green, his wife Church Hill, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February

next, to answer an action at the suit of Jennings B. Smith, Individually and as Administrator of the Estate of Helen Elizabeth Everett, deceased, and Ethel Mae Smith, his wife, Sudlersville, Md.; John W. Smith, Widower, Clayton, Delaware; Morris T. Smith and Sarah G. Smith, his wife, Barclay, Md.; and Barrett Smith and Reba B. Smith, his wife, Church Hill, Md.

Issued the 17th day of January 19 68.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

Turner and Turner NAME: By B. Hackett Turner 109 Lawyers Row ADDRESS: Centreville, Md. Phone: 758-1795

Charles W. Cecil Clerk



NAME: ADDRESS:

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 20, 19 68, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Jan 23. 1968.

Summoned James T. Green and Elizabeth Hall Green, his wife  
on this 22 day of January 1968  
and left with <sup>each of</sup> them a copy of  
subpoena, bill of complaint

*Alvin M. Butler*  
Deputy Sheriff of Queen Anne's Co.

**Circuit Court For Queen Anne's County**

6 EQUITY SUMMONS:

February Return Day

File No. 4928 Chy.

Docket C.W.C. #1, fol. 324

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

TO: Thomas W. Conley and  
Doris T. Conley, his wife  
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February

next, to answer an action at the suit of Jennings B. Smith, Individually and as Administrator of the Estate of Helen Elizabeth Everett, deceased, and Ethel Mae Smith, his wife, Sudlersville, Md.; John W. Smith, Widower, Clayton, Delaware; Morris T. Smith and Sarah G. Smith, his wife, Barclay, Md.; and Barrett Smith and Reba B. Smith, his wife, Church Hill, Md.

Issued the 17th day of January 1968.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

Turner & Turner  
NAME: By: B. Hackett Turner  
109 Lawyers Row  
ADDRESS: Centreville, Md.  
Phone: 758-1795

*Charles W. Cecil*

Clerk

(Seal of Court)



NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 20,  
1968, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Jan 23. 1968*

Summoned Thomas W. Conley & Doris T. Conley, his wife  
on this 22 day of January 1968  
and left with <sup>with</sup> them a copy of  
subpoena, bill of complaint

Alvin M. Butler  
Deputy Sheriff of Queen Anne's Co.

## Circuit Court For Queen Anne's County

### EQUITY SUMMONS:

February Return Day

File No. 4928 Chy.

Docket C.W.C. No. 1, folio 324

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

TO: Sudler Green and  
Gladys H. Green, his wife  
Centreville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February

next, to answer an action at the suit of Jennings B. Smith, Individually  
and as Administrator of the Estate of Helen Elizabeth Everett, deceased,  
and Ethel Mae Smith, his wife, Sudlersville, Maryland; John W. Smith,  
Widower, Clayton, Delaware; Morris T. Smith and Sarah G. Smith, his wife,  
Barclay, Maryland and Barrett Smith and Reba B. Smith, his wife, Church  
Hill, Md.

Issued the 17th day of January 1968

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

#### ATTORNEY(S) FOR PLAINTIFF(S)

Turner and Turner  
NAME: By B. Hackett Turner  
109 Lawyers Row  
ADDRESS: Centreville, Md.  
Phone: 758-1795

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

#### NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 20,  
1968 THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Jan. 23. 1968*

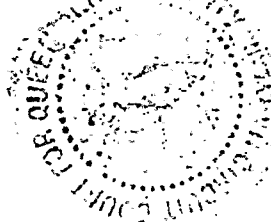
NRFR

4 PAGE 159

*Charles W. Cecil*

Clerk

(Seal of Court)



LIBER

4 PAGE 160

Summoned Sudlor Green and Gladys H. Green, his wife

on this 22 day of January 1968

and left with <sup>each of</sup> them a copy of

subpoena, bill of complaint

*Alfred M. Rutter*  
Deputy Sheriff of Queen Anne's Co.

### Circuit Court For Queen Anne's County

#### EQUITY SUMMONS:

February Return Day

File No. 4928 Chy.

Docket C.W.C. #1, fol. 324

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

TO: Mary Joanne Bostic and  
Kenneth Bostic, her husband  
Sudlersville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February

\_\_\_\_\_, next, to answer an action at the suit of Jennings B. Smith, Individually and as Administrator of the Estate of Helen Elizabeth Everett, deceased, and Ethel Mae Smith, his wife, Sudlersville, Md.; John W. Smith, Widower, Clayton, Delaware, Morris T. Smith and Sarah G. Smith, his wife, Barclay, Md.; and Barrett Smith and Reba B. Smith, his wife, Church Hill, Md.

Issued the 17th day of January 1968.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

#### ATTORNEY(S) FOR PLAINTIFF(S)

Turner & Turner  
NAME: By: B. Hackett Turner  
109 Lawyers Row  
ADDRESS: Centreville, Md.

Phone: 758-1795  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

#### NOTICE TO THE PERSON(S) SUMMONED:

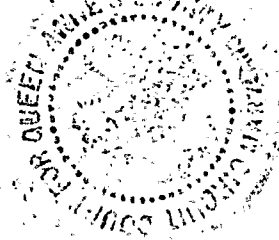
IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 20,  
1968, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Jan 23. 1968*

*Charles W. Cecil*

Clerk

(Seal of Court)





Summoned Mary Joanne Bostic and Kenneth Bostic, her husband  
on this 22 day of January 1968  
and left with <sup>each of</sup> them a copy of  
subpoena, bill of complaint

Alvin M. Butler  
Deputy Sheriff of Queen Anne's Co.

## Circuit Court For Queen Anne's County

### EQUITY SUMMONS:

9

February Return Day

File No. 4928 Chy.

Docket C.W.C. #1, folio 324

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

TO: K. Ellen Rash and  
Ronald Rash, her husband  
Sudlersville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of February

\_\_\_\_\_, next, to answer an action at the suit of Jennings B. Smith, Individually and as Administrator of the Estate of Helen Elizabeth Everett, deceased, and Ethel Mae Smith, his wife, Sudlersville, Md.; John W. Smith, Widower, Clayton, Delaware; Morris T. Smith and Sarah G. Smith, his wife, Barclay, Md. and Barrett Smith and Reba B. Smith, his wife, Church Hill, Md.

Issued the 17th day of January 1968

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

#### ATTORNEY(S) FOR PLAINTIFF(S)

Turner and Turner  
NAME: By B. Hackett Turner  
109 Lawyers Row  
ADDRESS: Centreville, Md.  
Phone: 758-1795

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Charles W. Cecil

(Seal of Court)

Clerk

#### NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE February 20,  
1968, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Jan 23 1968

Summoned K. Ellen Rash and Ronald Rash, her husband  
 on this 22 day of January 1968  
 and left with <sup>sent to</sup> them a copy of  
 subpoena, bill of complaint

*Attest M. Rutter*  
 Deputy Sheriff of Queen Anne's Co.

10

JENNINGS B. SMITH, INDIVIDUALLY AND AS ADMINISTRATOR OF HELEN E. EVERETT, DECEASED, ET AL	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
CATHERINE F. THOMPSON AND EARL THOMPSON, her husband, Town and Country Trailer Park Camden, Delaware, ET AL	:	CHANCERY NO. 4928
	:	
	:	

Jennings B. Smith, et al, Plaintiffs, by Turner and Turner, by  
 B. Hackett Turner, their attorneys, respectfully shows:

1. That they filed their Bill of Complaint herein on January 17,  
 1968, as will more fully and at large appear by reference to the proceedings  
 herein.

2. Named as Defendants herein were the unknown heirs, devisees  
 or personal representatives of Earl Smith, Sally L. Smith Green, Nellie V.  
 Smith Meredith, Grace R. Smith, Edna Smith Richards, Howard Smith and  
 Joseph C. Smith.

3. All of said parties were entitled to be proceeded against as  
 non-residents.

4. Order of Publication was passed in this cause on January 17,  
 1968, directed among others, to the unknown heirs, devisees or personal  
 representatives of the aforementioned Earl Smith, Sally L. Smith Green, Nellie  
 V. Smith Meredith, Grace R. Smith, Edna Smith Richards, Howard Smith and  
 Joseph C. Smith.

5. The parties hereto inadvertently failed to request Order of  
 Court pursuant to Maryland Rule 105 C for issuance of said Order of Pub-  
 lication.

WHEREFORE, your Petitioners pray this Honorable Court to pass an  
 Order nunc pro tunc authorizing issuance of said Order of Publication.

AND AS IN DUTY BOUND, ETC.

TURNER & TURNER

BY *B. Hackett Turner*  
 Attorneys for Plaintiff

*Filed Jan. 26. 1968*

JENNINGS B. SMITH, INDIVIDUALLY AND  
AS ADMINISTRATOR OF HELEN E. EVERETT,  
DECEASED, ET AL

vs.

CATHERINE F. THOMPSON AND  
EARL THOMPSON, her husband,  
Town and Country Trailer Park  
Camden, Delaware, ET AL

IN THE CIRCUIT COURT

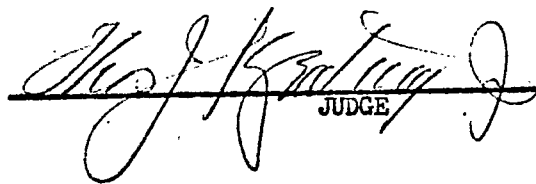
FOR

QUEEN ANNE'S COUNTY

CHANCERY NO. 4928

ORDER OF COURT

Upon consideration of the foregoing Petition, it is this <sup>29<sup>th</sup></sup>  
day of January, 1968, by the Circuit Court for Queen Anne's County, in Equity,  
and by the authority thereof, ORDERED that the Clerk of this Court be, and he  
is hereby directed as of January 17, 1968, to issue an Order of Publication  
<sup>Nunc Pro Tunc</sup>  
herein notifying the unknown heirs, devisees or personal representatives of  
Earl Smith, Sally L. Smith Green, Nellie V. Smith Meredith, Grace R. Smith,  
Edna Smith Richards, Howard Smith and Joseph C. Smith of this Cause, said  
parties being parties permitted to be proceeded against as non-residents.

  
JUDGE

Filed Jan 29, 1968

12

JENNINGS B. SMITH, et al	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	
CATHERINE F. THOMPSON, et al	:	CHANCERY NO. <u>4928</u>
	:	
:	:	:
:	:	:

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

I, B. Hackett Turner, Jr., make oath that I mailed to each of the following at the address therein shown:

CATHERINE F. THOMPSON and  
EARL THOMPSON, her husband  
Town and Country Trailer Park  
Camden, Delaware

G. MARGARET ROBINSON  
2628 Boxwood Drive, Timber  
Wilmington, Delaware

J. WILLIAM CONLEY and  
NELLIE CONLEY, his wife  
Fox Road  
Dover, Delaware

E. MARION REED and  
WILLIAM REED, her husband  
Viola, Delaware

ELEANOR C. FORAKER and  
RICHARD FORAKER, her husband  
Lynch Heights  
Milford, Delaware

GRACE S. HURD and  
ROBERT HURD, her husband  
Box 55  
Clayton, Delaware

LAURA S. PLUMMER and  
PAUL PLUMMER, her husband  
44 Franklinville  
New York 14737

SARAH J. C. MCGINNIS and  
HERMAN MCGINNIS, her husband  
Old Camden Road  
Camden, Delaware

HELEN V. SYLVESTER and  
CARROLL SYLVESTER, her husband  
Clayton, Delaware

T. EDMUND MEREDITH and  
HAZEL T. MEREDITH, his wife,  
1651 South Dual Highway  
Dover, Delaware

PAUL C. RICHARDS, JR. and  
NANCY RICHARDS, his wife  
4 Oaknoll Road  
Cedar Knoll  
Wilmington 8, Delaware

THOMAS H. RICHARDS and  
ANN RICHARDS, his wife,  
611 Thayer Drive  
Richland, Washington

PATSY E. K. GUESSFORD and  
RONALD GUESSFORD, her husband  
2603 Baxter Drive  
Wilmington, Delaware.

The letter hereto attached pertaining to each of said individuals and the enclosure hereto attached, all done on January 25, 1968. Also attached is return receipt showing that each of said Defendants duly received the same. It is to be noted from the attached memos from the Post Office Department that although all the letters were mailed to the parties on January 25, 1968, return receipts were improperly signed in the following notifications:

Thomas A. Richards  
Nancy Richards  
Paul C. Richards  
Ronald Guessford  
Patsy E. K. Guessford

It was therefore necessary to have the Post Office Department obtain proper receipts in above before filing this affidavit.

TURNER & TURNER

BY B. Hackett Turner, Jr.  
B. Hackett Turner, Jr.  
109 Lawyers Row  
Centreville, Maryland  
758-1795  
Attorneys for Plaintiff

Subscribed and sworn to before the undersigned, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, this  
13<sup>th</sup> day of February, 1968.

Virginia A. White  
Notary Public

Filed Feb 13, 1968



LIBER

4 PAGE 165



Use Handy Order  
Blank At Bottom  
of Page

LEGAL NOTICES

Order Of Publication

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
CHANCERY NO. 4928

JENNINGS B. SMITH, Individually  
and as Administrator of the Estate of  
HELEN ELIZABETH EVERETT,  
deceased, and ETHEL MAE SMITH,  
his wife,

Sudlersville, Maryland  
JOHN W. SMITH, Widower  
Clayton, Delaware

MORRIS T. SMITH and  
SARAH G. SMITH, his wife,  
Barclay, Maryland

BARRETT SMITH and  
REBA B. SMITH, his wife,  
Church Hill, Maryland

Vs.

CATHERINE F. THOMPSON and  
EARL THOMPSON, her husband  
Town and Country Trailer Park  
Camden, Delaware

G. MARGARET ROBINSON  
(divorced)  
2628 Boxwood Drive, Timbers  
Wilmington, Delaware

THOMAS W. CONLEY and  
DORIS T. CONLEY, his wife  
Centreville, Maryland

J. WILLIAM CONLEY and  
NELLIE CONLEY, his wife  
Fox Road  
Dover, Delaware

E. MARION REED and  
WILLIAM REED, her husband  
Viola, Delaware

ELEANOR C. FORAKER and  
RICHARD FORAKER, her husband  
Lynch Heights  
Milford, Delaware

GRACE S. HURD and  
ROBERT HURD, her husband  
Box 55  
Clayton, Delaware

LAURA S. PLUMMER and  
PAUL PLUMMER, her husband  
44 Franklinville  
New York 14737

JAMES T. GREEN and  
ELIZABETH HALL GREEN,  
his wife  
Church Hill, Maryland

SUDLER GREEN and  
GLADYS H. GREEN, his wife  
Centreville, Maryland

SARAH J. C. MCGINNIS and  
HERMAN MCGINNIS, her husband

Robert Hurd, her husband, Box 55,  
Clayton, Delaware; Laura S. Plum-  
mer and Paul Plummer, her husband,  
44 Franklinville, New York 14737;  
Sarah J. McGinnis and Herman Mc-  
Ginnis, her husband, Old Camden  
Road, Camden, Delaware; Helen V.  
Sylvester and Carroll Sylvester, her  
husband, Clayton, Delaware; T. Ed-  
mund Meredith and Hazel T. Mere-  
dith, his wife, 1651 South Dual High-  
way, Dover, Delaware; Paul C. Rich-  
ards, Jr., and Nancy Richards, his  
wife, 4 Oaknoll Road, Cedar Knoll,  
Wilmington 8, Delaware; Thomas H.  
Richards and Ann Richards, his wife,  
611 Thayer Drive, Richland, State of  
Washington; Patsy E. K. Guesford  
and Ronald Guesford, her husband,  
2603 Baxter Drive, Faulkland Heights,  
Wilmington, Delaware; and against  
the unknown heirs, devisees or per-  
sonal representatives of: Elsie May  
Smith Conley, Earl Smith, Sally L.  
Smith Green, Nellie V. Smith Mere-  
dith, Grace R. Smith, Edna Smith  
Richards, Howard Smith and Joseph  
C. Smith.

The Bill alleges in substance that  
John Wesley Lane and Sarah Cath-  
erine Lane, his wife, conveyed unto  
Helen Elizabeth Everett, by deed dat-  
ed September 16, 1961, and recorded  
in land Liber Queen Anne's County  
T.S.P. No. 62, folio 466, a parcel of  
land containing 9,000 Square Feet,  
more or less, and improved by a  
dwelling house situate in or near  
the Town of Barclay, First Election  
District of Queen Anne's County,  
Maryland, as will more fully appear  
by reference to a certified copy of  
said deed filed therewith marked  
"Plaintiffs Exhibit A" and prayed to  
be taken as a part thereof; that said  
Helen Elizabeth Everett died intestate  
on October 20, 1967, seized and pos-  
sessed of said property, and left sur-  
viving her as her sole heirs at law  
the following: John W. Smith, Jen-  
nings B. Smith, Morris T. Smith and  
Barrett Smith, brothers, Catherine F.  
Thompson, G. Margaret Robinson,  
Thomas W. Conley, J. William Con-  
ley, E. Marion Reed and Eleanor  
Foraker, children of Elsie May Smith  
Conley, deceased sister, Grace Hurd  
and Laura S. Plummer, children of  
Earle Smith, deceased brother, James  
T. Green and Sudler Green, children  
of Sally L. Smith Green, deceased  
sister, Sarah J. C. McGinnis, Helen  
V. Sylvester, T. Edmund Meredith,  
children of Nellie V. Smith Mere-

Old Camden Road  
Camden, Delaware  
**HELEN V. SYLVESTER** and  
**CARROLL SYLVESTER**,  
her husband  
Clayton, Delaware  
**T. EDMUND MEREDITH** and  
**HAZEL T. MEREDITH**, his wife  
1651 South Dual Highway  
Dover, Delaware  
**PAUL C. RICHARDS, JR.**, and  
**NANCY RICHARDS**, his wife  
4 Oaknoll Road  
Cedar Knoll  
Wilmington 8, Delaware  
**THOMAS H. RICHARDS** and  
**ANN RICHARDS**, his wife  
611 Thayer Drive  
Richland, Washington  
**PATSY E. K. GUESSFORD** and  
**RONALD GUESSFORD**,  
her husband  
2603 Baxter Drive  
Faulkland Heights  
Wilmington, Delaware  
**MARY JOANNE BOSTIC** and  
**KENNETH BOSTIC**, her husband  
Sudlersville, Maryland  
**K. ELLEN RASH** and  
**RONALD RASH**, her husband  
Sudlersville, Maryland  
The unknown heirs, devisees or personal representatives of  
**ELSIE MAY SMITH CONLEY**, deceased  
The unknown heirs, devisees or personal representatives of  
**EARL SMITH**, deceased  
The unknown heirs, devisees or personal representatives of  
**SALLY L. SMITH GREEN**, deceased  
The unknown heirs, devisees or personal representatives of  
**NELLIE V. SMITH MEREDITH**, deceased  
The unknown heirs, devisees or personal representatives of  
**GRACE R. SMITH**, deceased  
The unknown heirs, devisees or personal representatives of  
**EDNA SMITH RICHARDS**, deceased  
The unknown heirs, devisees or personal representatives of  
**HOWARD SMITH**, deceased  
The unknown heirs, devisees or personal representatives of  
**JOSEPH C. SMITH**, deceased

This is to give notice that on the 17th day of January, 1968, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Plaintiffs against the Defendants, the non-resident Defendants together with their last known addresses being:

Catherine F. Thompson and Earl Thompson, her husband, Town and Country Trailer Park, Camden, Delaware; G. Margaret Robinson (divorced) 2628 Boxwood Drive, Timbers, Wilmington, Delaware; J. William Conley and Nellie Conley, his wife, Fox Road, Dover, Delaware; E. Marion Reed and William Reed, her husband, Viola, Delaware; Eleanor C. Foraker and Richard Foraker, her husband, Lynch Heights, Milford, Delaware; Grace S. Hurd and

dith, deceased sister, Paul C. Richards, Jr., Thomas H. Richards and Patsy E. K. Guessford, children of Edna Smith Richards, deceased sister, Mary Joanne Bostic and K. Ellen Rash, children of Joseph C. Smith, deceased brother; where married the names of the spouses of the parties are shown in the caption of said Bill of Complaint and this Order of Publication and otherwise the marital status is as shown in said caption; Letters of Administration on the personal estate of the said Helen Elizabeth Everett have been granted by the Orphans' Court of Queen Anne's County unto Jennings B. Smith, as will more fully and at large appear by reference to certified copy thereof filed therewith marked "Plaintiffs' Exhibit B", and prayed to be taken as a part thereof; the personal estate of the said Helen Elizabeth Everett, has not been closed in the Orphans' Court of Queen Anne's County; the aforementioned real estate is not susceptible of partition among the parties entitled to interest therein without material loss to said parties; all of the parties hereto are of full legal age.

The relief prayed in said Bill of Complaint is for the sale of said land and the division of the proceeds of said sale among the parties owning said real estate according to their respective interests.

WHEREUPON, IT IS ORDERED by the Circuit Court for Queen Anne's County, this 17th day of January, 1968, that the Plaintiffs cause a copy of this order to be inserted in a newspaper published in Queen Anne's County once a week for four successive weeks before the 23rd day of February, 1968, giving notice to the said non-resident Defendants and unto the aforementioned unknown heirs, devisees or personal representatives of Elsie May Smith Conley, Earl Smith, Sally L. Smith Green, Nellie V. Smith Meredith, Grace R. Smith, Edna Smith Richards, Howard Smith and Joseph C. Smith; of the object and substance of the Bill of Complaint and warning them to show cause, if any there may be, on or before the 25th day of March, 1968, why a decree should not be passed as prayed.

CHARLES W. CECIL, Clerk  
Filed January 17, 1968

True Copy  
Test: CHARLES W. CECIL, Clerk

4t-2-15

#### ADVICE FOR CLASSIFIED ADVERTISERS

1. Don't omit the address
2. Don't omit the phone number
3. Don't use blind box numbers
4. Don't conceal the price desired
5. Don't leave home on days you advertise
6. Don't omit important words to save money
7. Don't forget our classified service

## Office Memorandum • POST OFFICE DEPARTMENT

SUBJECT: Signatures - Return Receipts.

DATE: 2/7/68

FROM: Postmaster  
Wilmington De 19899IN REPLY  
REFER TO: AFW:CJH:com P.O. Cl. 1TO: Postmaster  
Centreville Md 21617

Re: Your Memo 1/31/68

As requested, addressee's were contacted and proper signatures obtained on POD Form 3811's.

Please convey our regrets to your patrons for any inconvenience caused in this matter.

August F. Walz, PM

by *Carl J. Hettinger*  
Carl J. Hettinger  
Supt of Mails

enc.



UNITED STATES GOVERNMENT

*Memorandum* • POST OFFICE DEPARTMENT

SUBJECT: Signature-Return Receipts.

DATE: 02-01-68

FROM: Postmaster  
Centreville  
Maryland 21617

IN REPLY  
REFER TO:

P. O. CL: 1

TO: Postmaster  
Richland  
Washington 99352

YOUR REFERENCE:

Turner & Turner, Attorneys at Law, state that registered letter No. 598 which was addressed to Thomas H. Richards, 611 Thayer Drive, Richland, Washington 99352 requesting a return receipt involved the settlement of an estate.

The return receipt is signed for by Mrs. Ann Richards, and the attorney quite rightly states that he cannot be sure that Mrs. Ann Richards is the husband of Thomas H. Richards.

Inasmuch as POD Form 3811 contains a line for the signature or name of the addressee with a line for the signature of the addressee's agent, it would be most appreciated if you would have the return receipt completed to show the name of the addressee and the signature of the addressee's agent as it is very important in an estate settlement that notice be given to the right person.

Your cooperation in this matter will be most appreciated.

Encls: 2 Return Receipts  
POD Form 3811

*William E. Freed*

*Filed Feb 13, 1968*

**Memorandum • POST OFFICE DEPARTMENT**

SUBJECT: Signature-Return Receipts

DATE: 02-06-68

FROM: Postmaster  
Centreville  
Maryland 21617IN REPLY  
REFER TO:

P. O. CL. 1

TO: Postmaster  
Dover,  
Del. 19901

YOUR REFERENCE:

Copy

Turner & Turner, Attorneys at Law, state that registered letter No. 616 which was addressed to Mrs. Nellie Conley, Fox Rd., Dover, Del. requesting a return receipt involved the settlement of an estate.

The return receipt is signed for by John W. Conley, and the attorney quite rightly states that he cannot be sure that John W. Conley is the husband of Mrs. Nellie Conley.

Inasmuch as POD Form 3811 contains a line for the signature or name of the addressee with a line for the signature of the addressee's agent, it would be most appreciated if you would have the return receipt completed to show the name of the addressee and the signature of the addressee's agent as it is very important in an estate settlement that notice be given to the right person.

Your cooperation in this matter will be most appreciated.

Encls: 2 Return Receipts  
POD Form 3811

*William E. R. [Signature]*

*Filed Feb 13, 1968*

UNITED STATES GOVERNMENT

*Memorandum* • POST OFFICE DEPARTMENT

SUBJECT: Signatures-Return Receipts.

DATE: 01-31-68

FROM: Postmaster  
Centreville  
Maryland 21617

IN REPLY  
REFER TO:

P. O. CL: 1

TO: Postmaster  
Wilmington  
Delaware 19899

YOUR REFERENCE:

Turner & Turner, Attorneys at Law, state that registered letters mailed under numbers indicated with return receipts involved the settlement of an estate, and that the exact signature of the addressee on the return receipt as shown on the registered letter is required as proof of receipt of the letters.

Registered letter No. 596 was addressed to Mrs. Nancy Richards, 4 Oaknoll Rd., Cedar Knoll, Wilmington, Del. 19808. The return receipt is signed by Mrs. Paul C. Richards, Jr.

Registered letter No. 600 was addressed to Mr. Paul C. Richards, 4 Oaknoll Rd., Cedar Knoll, Wilmington, Del. 19808. The signature or name of addressee on the return receipt is Mrs. Paul C. Richards, Jr.

Registered letter No. 619 was addressed to Mr. Ronald Guessford, 2603 Baxter Drive, Faulkland Heights, Wilmington, Del. 19808. The return receipt is signed by Mrs. Ronald Guessford.

Registered letter No. 620 was addressed to Mrs. Patsy E.K. Guessford, 2603 Baxter Dr., Faulkland Heights, Wilmington, Del. 19808. The letter is signed by Mrs. Ronald Guessford.

Although it would appear that in the case of registered letters No. 596 and No. 620, the addressee is authorized to sign her name as indicated on the return receipt, the attorneys quite rightly state that in the case of estate settlement, they must be sure that the signature is the same as to whom addressed. In other words, they must be sure that Mrs. Nancy Richards is Mrs. Paul C. Richards, Jr. or that Mrs. Patsy E.K. Guessford is Mrs. Ronald Guessford.

In the case of the Registered letters No. 619 and No. 600, it appears that the signatures should have been shown as the signature of the addressee's agent, and not the signature of the addressee.

It will be most appreciated if you could have the addressee's sign the enclosed return receipts as indicated in order that the settlement of the estate may be made. Your cooperation will be most appreciated.

January 25, 1968

COPY

Mr. Earl Thompson  
Town and Country Trailer Park  
Camden, Delaware.

Dear Mr. Thompson:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 597	
Value \$ None	Special Delivery \$
Reg. Fee \$ 75	Return Receipt \$ 10
Handling Charge \$	Restricted Delivery \$
Postage \$ 06	<input type="checkbox"/> AIRMAIL

POSTMARK OF



POSTMASTER (By) \_\_\_\_\_

FROM Turner & Turner

21617

TO Mr. Earl Thompson  
Town & Country Trailer Park  
Camden, Del.

POD Form 3806, Dec. 1965 RECEIPT FOR REGISTERED MAIL

**INSTRUCTIONS TO DELIVERING EMPLOYEE**

Show to whom, date, and address where delivered  Deliver ONLY to addressee  
(Additional charges required for these services)

**RECEIPT**  
Received the numbered article described below.

REGISTERED NO. 597	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) <u>Earl Thompson</u>
CERTIFIED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
INSURED NO.	
DATE DELIVERED 1/26/68	SHOW WHERE DELIVERED (only if requested)

Filed Feb 13, 1968

January 25, 1968

C  
O  
P  
Y

Mrs. Ann Richards  
611 Thayer Drive  
Richland, Washington

Dear Mrs. Richards:

Enclosed is a copy of an Order of Publication entered  
against you in the Circuit Court for Queen Anne's County.  
Please take notice of the contents. (It is suggested that  
you turn this letter and the enclosure over to your attorney.)

Very truly yours,

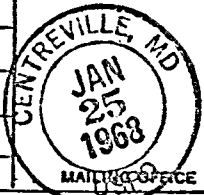
TURNER & TURNER

BY \_\_\_\_\_

DHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 599	POSTMARK OF
Value \$ None	Special Delivery \$
Reg. Fee \$ 75	Return Receipt \$ .10
Handling Charge \$	Restricted Delivery \$
Postage \$ .06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) E	MAILING OFFICE
FROM J. Turner + Turner	
21617	
TO Mrs. Ann Richards	
611 Thayer Drive	
Richland, Wash.	
POD Form 3806, Dec. 1965	RECEIPT FOR REGISTERED MAIL



Filed Feb 13, 1968

**INSTRUCTIONS TO DELIVERING EMPLOYEE**

Show to whom, date, and address where delivered

Deliver ONLY to addressee

(Additional charges required for these services)

**RECEIPT**

Received the numbered article described below.

REGISTERED NO. 599	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	1 Mrs. E. Ann Richards
INSURED NO.	2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 1-29-68	3 SHOW WHERE DELIVERED (only if requested)
	Delivered Feb 13, 1968

655-10-71849-10 GPO

January 25, 1968

COPY

Mr. Paul Plummer  
44 Franklinville  
New York 14737

Dear Mr. Plummer:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,

TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 607	POSTMARK OF
Value \$ None	CENTREVILLE MD JAN 25 1968 USPO MAILING OFFICE
Reg. Fee \$ .75	
Handling Charge \$	
Postage \$ .06	
POSTMASTER (By) E	
Special Delivery \$	
Return Receipt \$ .10	
Restricted Delivery \$	
<input type="checkbox"/> AIRMAIL	
FROM Turner + Turner	
21617	
TO Mrs. Paul Plummer	
44 Franklinville	
New York 14737	
POD Form 3806, Dec. 1965	RECEIPT FOR REGISTERED MAIL

Filed Feb 13 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE	
<input type="checkbox"/> Show to whom, date, and address where collected	<input type="checkbox"/> Deliver ONLY to addressee
(Additional charges required for these services)	
RECEIPT	
Received the numbered article described below.	
REGISTERED NO. 607	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	Paul J. Plummer
INSURED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 2-4-68	Laura Plummer
	SHOW WHERE DELIVERED (only if requested)
Filed Feb 13, 1968	

January 25, 1968

C  
O  
P  
Y

Mrs. Laura S. Plummer  
44 Franklinville  
New York 14737

Dear Mrs. Plummer:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Cason Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,

TURNER & TURNER

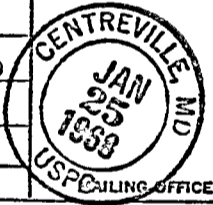
BY \_\_\_\_\_

BHT/b

Enclosure  
COPY of Order of Publication

REGISTERED NO. 606	POSTMARK OF
Value \$ None	Special Delivery \$
Reg. Fee \$ .75	Return Receipt \$ .10
Handling Charge \$	Restricted Delivery \$
Postage \$ .06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) E	US MAIL OFFICE
FROM Turner + Turner	
TO Mrs. Laura S. Plummer	
44 Franklinville	
New York 14737	

POD Form 3806, Dec. 1965 RECEIPT FOR REGISTERED MAIL



Filed Feb 13, 1968

**INSTRUCTIONS TO DELIVERING EMPLOYEE**

Show to whom, date, and address where delivered

Deliver ONLY to addressee

(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO. 606	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	① Mrs. Laura Plummer
INSURED NO.	② SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 2-1-68	③ SHOW WHERE DELIVERED (only if requested)

Filed Feb 13, 1968

CS-10-71612-10 GPO

January 25, 1968

Mrs. Catherine F. Thompson  
Town and Country Trailer Park  
Camden, Delaware.

Dear Mrs. Thompson:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney).

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/s  
Enclosure  
Order of Publication

C  
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REGISTERED NO. 614

Value \$ none	Special Delivery \$
Reg. Fee \$ .75	Return Receipt \$ .10
Handling Charge \$	Ristricted Delivery \$
Postage \$ .06	<input type="checkbox"/> AIRMAIL

POSTMASTER (By) \_\_\_\_\_

FROM Turner & Turner  
21617

TO Mrs. Catherine F. Thompson  
Town & Country Tr. Park  
Camden, Del.

POST OFFICE OF CENTREVILLE MD  
JAN 25 1968  
USPO MAILING OFFICE

PD Form 3906, Dec. 1965 RECEIPT FOR REGISTERED MAIL

**INSTRUCTIONS TO DELIVERING EMPLOYEE**

Show to whom, date, and address where delivered  Deliver ONLY to addressee  
(Additional charges required for these services)

**RECEIPT**  
Received the numbered article described below.

REGISTERED NO. 614  
CERTIFIED NO. \_\_\_\_\_  
INSURED NO. \_\_\_\_\_  
DATE DELIVERED 1/26/68  
SHOW WHERE DELIVERED (only if requested) \_\_\_\_\_

SIGNATURE OR NAME OF ADDRESSEE (to be filled in)  
Catherine Thompson  
Cath W. Thompson  
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

\*\*\* 625-10-71645-10 GPO

Filed Feb. 13, 1968



January 25, 1968

C  
O  
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Y

Mrs. E. Marion Reed  
Viola  
Delaware

Dear Mrs. Reed:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,

TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 613		
Value <i>None</i>	Special Delivery \$	
Reg. Fee \$ .75	Return Receipt \$ .10	
Handling Charge \$	Restricted Delivery \$	
Postage \$ .06	<input type="checkbox"/> AIRMAIL	
POSTMASTER (By) <i>E</i>	MAILING OFFICE	
FROM <i>Turner + Turner</i>		
<i>21617</i>		
TO <i>Mrs. E. Marion Reed</i>		
<i>Viola, Del.</i>		
POD Form 3906, Dec. 1965 RECEIPT FOR REGISTERED MAIL		

*Filed Feb 13 1968*

INSTRUCTIONS TO DELIVERING EMPLOYEE	
<input type="checkbox"/> Show to whom, date, and address where delivered	<input type="checkbox"/> Deliver ONLY to addressee
(Additional charges required for these services)	
RECEIPT	
Received the numbered article described below.	
REGISTERED NO. <i>613</i>	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	<i>E. Marion Reed</i>
INSURED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED <i>Feb 13 1968</i>	SHOW WHERE DELIVERED (only if requested)
<i>127-68</i>	
<i>107</i>	
<i>Filed Feb 13 1968</i>	

LIBER

4 PAGE 178

January 25, 1968

COPY

Mr. William Reed  
Viola  
Delaware.

Dear Mr. Reed:

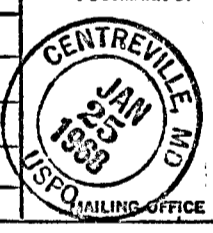
Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO.	612	POSTMARK OF	
Value \$ None	Special Delivery \$		
Reg. Fee \$ .75	Return Receipt \$ -10		
Handling Charge \$	Restricted Delivery \$		
Postage \$ .06	<input type="checkbox"/> AIRMAIL		
POSTMASTER (By)	E		
FROM	Turner & Turner		
TO	21417 Mr. William Reed Viola Del.		
FOO Form 3806, Dec. 1965 RECEIPT FOR REGISTERED MAIL			

Filed Feb 13 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE

Show to whom, date, and address where delivered  
 Deliver ONLY to addressee  
(Additional charges required for these services)

RECEIPT

Received the number of articles described below.

REGISTERED NO.	612	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)	W. M. Reed
CERTIFIED NO.		SIGNATURE OF ADDRESSEE'S AGENT, IF ANY	
DATE DELIVERED	1-27-68	SHOW WHERE DELIVERED (only if requested)	

Filed Feb 13, 1968

435-10-7145-10 GPO

January 25, 1968

C  
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Y

Mrs. Eleanor C. Foraker  
Lynch Heights  
Milford, Delaware.

Dear Mrs. Foraker:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

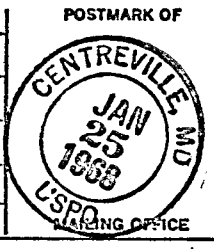
Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. <b>610</b>	POSTMARK OF
Value \$ <i>None</i>	Special Delivery \$
Reg. Fee \$ <i>.75</i>	Return Receipt \$ <i>.10</i>
Handling Charge \$	Restricted Delivery \$
Postage \$ <i>-.06</i>	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) <i>E</i>	
FROM <i>Turner &amp; Turner</i>	
<i>21617</i>	
TO <i>Mrs. Eleanor C. Foraker</i>	
<i>Lynch Heights</i>	
<i>Milford, Del.</i>	
POD Form 3806, Dec. 1965	RECEIPT FOR REGISTERED MAIL



*Filed Feb 13, 1968*

**INSTRUCTIONS TO DELIVERING EMPLOYEE**

Show to whom, date, and address where delivered

Deliver ONLY to addressee

*(Additional charges required for these services)*

**RECEIPT**

Received the numbered article described below.

REGISTERED NO. <b>610</b>	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) <i>Eleanor C. Foraker</i>
CERTIFIED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY <i>Richard C. Foraker Jr</i>
IMPRESSED NO.	SHOW WHERE DELIVERED (only if received)
DATE DELIVERED <i>1/26/68</i>	

LIBER

4 PAGE 180

January 25, 1968

COPY

Mr. Richard Foraker  
Lynch Heights  
Milford, Delaware.

Dear Mr. Foraker:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,

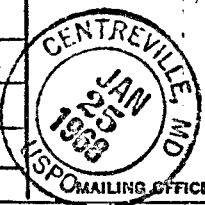
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 611	POSTMARK OF
Value \$ None	Special Delivery \$
Reg. Fee \$ .75	Return Receipt \$ .10
Handing Charge \$	Restricted Delivery \$
Postage \$ .06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) E	MAILING OFFICE
FROM Turner + Turner	
21617	
TO Mr. Richard Foraker	
Lynch Heights	
Milford, Del.	
POD Form 3806, Dec. 1965	RECEIPT FOR REGISTERED MAIL



Filed Feb 13, 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE

- Show to whom, date, and address where delivered
  - DELIVER ONLY to addressee
- (Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO. 611	SIGNATURE OF ADDRESSEE (If not check, initialed by)
CERTIFIED NO.	
INSURED NO.	
DATE DELIVERED 1/26/68	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
	SHOW WHERE DELIVERED (only if requested)

Filed Feb 13, 1968

January 25, 1968

C  
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Y

Mrs. Grace S. Hurd  
Box 55  
Clayton, Delaware

Dear Mrs. Hurd:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,

TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 608	POSTMARK OF
Value \$ None	Special Delivery \$
Reg. Fee \$ .75	Return Receipt \$ -10
Handling Charge \$	Restricted Delivery \$
Postage \$ .06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) E	
FROM Turner & Turner	
21617	
TO Mrs. Grace S. Hurd	
Box 55	
Clayton D.D.	
POD Form 3506, Dec 1965	RECEIPT FOR REGISTERED MAIL



Filed Feb 13, 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE	
<input type="checkbox"/> Show to whom, date, and address where delivered	<input type="checkbox"/> Deliver ONLY to addressee
(Additional charges required for these services)	
RECEIPT	
Received the numbered article described below.	
REGISTERED NO. 608	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	Grace S. Hurd.
INSURED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
	Robert E. Hurd.
DATE DELIVERED 1-26-68	SHOW WHERE DELIVERED (only if requested)
Filed Feb 13, 1968	

January 25, 1968

COPY

Mr. Robert Hurd  
Box 55  
Clayton, Delaware

Dear Mr. Hurd:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 609	POSTMARK OF
Value \$ None	Special Delivery \$
Reg. Fee \$ .75	Return Receipt \$ -10
Handling Charge \$	Restricted Delivery \$
Postage \$ .06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) E	CENTREVILLE MD JAN 25 1968 US MAILING OFFICE
FROM Turner & Turner	
TO 21617 Robert Hurd Box 55 Clayton, Del.	
POD Form 3806, Dec. 1965	RECEIPT FOR REGISTERED MAIL

Filed Feb. 13 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE

Show to whom, date, and address where delivered  
 Deliver ONLY to addressee  
(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO. 609	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	Robert Hurd
INSURED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 1-26-68	SHOW WHERE DELIVERED (only if requested)

Filed Feb 13, 1968

January 25, 1968

C  
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Y

Mr. Herman McGinnis  
Old Camden Road  
Camden, Delaware.

Dear Mr. McGinnis:

Enclosed is a copy of an Order of Publication entered  
against you in the Circuit Court for Queen Anne's County.  
Please take notice of the contents. (It is suggested that  
you turn this letter and the enclosure over to your attorney.)

Very truly yours,

TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 605	POSTMARK OF CENTREVILLE, MD JAN 25 1968 USPO MAILING OFFICE
Value \$ None	Special Delivery \$
Reg. Fee \$ 25	Return Receipt \$ -10
Handling Charge \$	Restricted Delivery \$
Postage \$ .06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) E	

Filed Feb 13, 1968

FROM Turner + Turner  
21417  
TO Herman McGinnis  
Old Camden Road  
Camden, Del.

Form 3806, Dec. 1965 RECEIPT FOR REGISTERED MAIL

**INSTRUCTIONS TO DELIVERING EMPLOYEE**

Show to whom, date, and address where delivered  Deliver ONLY to addressee  
(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO. 605	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	
INSURED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 1-26-68	SHOW WHERE DELIVERED (only if receipted)

Herman McGinnis  
Somme A. Lopez

Filed Feb 13, 1968

CS-10-71245-10 GPO

January 25, 1968

COPY

Mrs. Sarah J. C. McGinnis  
Old Camden Road  
Camden, Delaware.

Dear Mrs. McGinnis:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anno's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,

TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Order of Order of Publication

REGISTERED NO. 618	POSTMARK OF
Value \$ None	CENTREVILLE MD JAN 25 1968 USPO MAILING OFFICE
Special Delivery \$	
Reg. Fee \$ .75	
Return Receipt \$ -10	
Restricted Delivery \$	
Handling Charge \$	<input type="checkbox"/> AIRMAIL
Postage \$ .06	
POSTMASTER (By) E	
FROM Turner & Turner	
21617	
TO Mrs. Sarah J. C. McGinnis	
Old Camden Road	
Camden, Del.	

POD Form 3806, Dec. 1965 RECEIPT FOR REGISTERED MAIL

Filed Feb 13, 1968

**INSTRUCTIONS TO DELIVERING EMPLOYEE**

Show to whom, date, and address where delivered  
 Deliver ONLY to addressee  
(Additional charges required for these services)

**RECEIPT**  
Received the numbered article described below.

REGISTERED NO. 618 SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)

CERTIFIED NO.

ISSUED NO.

DATE DELIVERED 1-26-68 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY  
Sara B. McQuinn  
Tommy N. Lopez

1-26-68  
Filed Feb 13, 1968



January 25, 1968

C  
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Mrs. Helen V. Sylvester  
Clayton,  
Delaware.

Dear Mrs. Sylvester:


Enclosed is a copy of an Order of Publication entered  
against you in the Circuit Court for Queen Anne's County.  
Please take notice of the contents. (It is suggested that  
you turn this letter and the enclosure over to your attorney.)

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO.	604	POSTMARK OF	
Value	None	Special Delivery	\$
Reg. Fee	\$.75	Return Receipt	\$ -10
Handling Charge	\$	Restricted Delivery	\$
Postage	\$.06	<input type="checkbox"/> AIRMAIL	
POSTMASTER (By)	E		
FROM	Turner & Turner		
	21417		
TO	Mrs. Helen V. Sylvester		
	Clayton, Del.		

POD Form 3906, Dec. 1965 RECEIPT FOR REGISTERED MAIL

Filed Feb 13, 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE

Show to whom, date, and address where delivered  
 Deliver ONLY to addressee  
(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.	604	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)	H. Helen Sylvester
CERTIFIED NO.		SIGNATURE OF ADDRESSEE'S AGENT, IF ANY	P. Sylvester
FIGURED NO.		SHOW WHERE DELIVERED (only if requested)	
DATE DELIVERED	1-26-68		

Filed Feb 13, 1968

65-10-7153-10 GPO

January 25, 1968

C  
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Mr. Carroll Sylvester  
Clayton,  
Delaware.

Dear Mr. Sylvester:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 603	POSTMARK OF CENTREVILLE MD JAN 25 1968 USPO
Value \$ None	Special Delivery \$
Reg. Fee \$ .75	Return Receipt \$ -10
Handling Charge \$	Restricted Delivery \$
Postage \$ -.06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) E	MAILING OFFICE
FROM: Turner & Turner	
TO: 21617 Carroll Sylvester Clayton Del.	

44-16-79020-1  
POD Form 3804, Dec. 1965 RECEIPT FOR REGISTERED MAIL

Filed Feb 13, 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE

Show to whom, date, and address where delivered  
 Collect ONLY to addressee  
(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO. 603	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	(1) <i>C. Sylvester</i>
INSURED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 1-26-68	SHOW WHERE DELIVERED (only if requested)
	(3)

Filed Feb 13, 1968

January 25, 1968

C  
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Mr. T. Edmund Meredith  
1651 South Dual Highway  
Dover, Delaware.

Dear Mr. Meredith:

Enclosed is a copy of an Order of Publication entered  
against you in the Circuit Court for Queen Anne's County.  
Please take notice of the contents. (It is suggested that  
you turn this letter and the enclosure over to your attorney.)

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 602	POSTMARK OF
Value None	Special Delivery \$
Reg. Fee \$ 25	Return Receipt \$ -10
Handling Charge \$	Restricted Delivery \$
Postage \$ 06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) E	CENTREVILLE, MD JAN 25 1968 MICRO OFFICE
FROM Turner & Turner	
TO 21617 T. Edmund Meredith 1651 South Dual Highway Dover Del.	
POD Form 3806, Dec. 1965	RECEIPT FOR REGISTERED MAIL

Filed Feb 13, 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE

- Show to whom, date, and address where delivered
  - Deliver ONLY to addressee
- (Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO. 601	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) T. Edmund Meredith
CERTIFIED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY Mrs. Hazel T. Meredith
INSURED NO.	
DATE DELIVERED JAN 27 1968	SHOW WHERE DELIVERED (only if requested)

Del Feb 13, 1968

23-10-71542-10 GPO

January 25, 1968

COPY

Mrs. Hazel T. Meredith  
1651 South Dual Highway  
Dover, Delaware.

Dear Mrs. Meredith:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 601	POSTMARK OF
Value \$ None	Special Delivery \$
Reg. Fee \$ 75	Return Receipt \$ .10
Handling Charge \$	Restricted Delivery \$
Postage \$ .06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) E	MAILING OFFICE
FROM Turner + Turner	
21617	
TO Mrs. Hazel T. Meredith	
1651 South Dual Highway	
Dover, Del.	

FD-38 Form 3002, Dec. 1965 RECEIPT FOR REGISTERED MAIL

Filed Feb 13, 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE	
<input type="checkbox"/> Show to whom, date, and address where delivered	<input type="checkbox"/> Deliver ONLY to addressee
(Additional charges required for these services)	
RECEIPT	
Received the numbered article described below.	
REGISTERED NO. 602	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	Mrs. Hazel T. Meredith
INSURED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED JAN 27 1968	SHOW WHERE DELIVERED (only if requested)

Filed Feb 13, 1968

January 25, 1968

C  
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Mrs. G. Margaret Robinson  
2628 Boxwood Drive, Timbers  
Wilmington, Delaware.

Dear Mrs. Robinson:

Enclosed is a copy of an Order of Publication entered  
against you in the Circuit Court for Queen Anne's County.  
Please take notice of the contents. (It is suggested that  
you turn this letter and the enclosure over to your attorney.)

Very truly yours,

TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 615	POSTMARK OF CENTREVILLE MD JAN 25 1968 USPO MAILING OFFICE
Value \$ None	Special Delivery \$
Reg. Fee \$ .75	Return Receipt \$ -10
Handling Charge \$	Restricted Delivery \$
Postage \$ .06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) E	
FROM Turner & Turner	
21617	
TO Mrs. G. Margaret Robinson	
2628 Boxwood Dr, Timbers	
Wilmington, Del.	

FOOD Form 3806, Dec. 1965 RECEIPT FOR REGISTERED MAIL

Filed Feb 13, 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE

- Show to whom, date, and address where delivered
  - Deliver ONLY to addressee
- (Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO. 615	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) Mrs. Margaret Robinson
CERTIFIED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
INSURED NO.	
DL DELIVERED 1/28/68	SHOW WHERE DELIVERED (only if requested)

Filed Feb 13, 1968

January 25, 1968

C  
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Y

Mr. J. William Conley  
Fox Road  
Dover, Delaware.

Dear Mr. Conley:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 616	POSTMARK OF CENTREVILLE MD JAN 25 1968 USPO MAILING OFFICE
Value \$ None	Special Delivery \$
Reg. Fee \$ .75	Return Receipt \$ .10
Handling Charge \$	Restricted Delivery \$
Postage \$ .06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) E	
FROM Turner & Turner	
21617	
TO Mr. J. William Conley	
Fox Road	
Dover, Del.	
POD Form 3806, Dec. 1965	RECEIPT FOR REGISTERED MAIL

Filed Feb 13, 1968

**INSTRUCTIONS TO DELIVERING EMPLOYEE**

Show to whom and date delivered . . .  Show to whom, date, and address where delivered . . .  Deliver ONLY to addressee (Additional charges returned for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO. 617	SIGNATURE OR SEAL OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	Signature of Addressee's Agent, if any
INSURED NO.	
DATE DELIVERED FEB 8 1968	SHOW WHERE DELIVERED (only if requested)

Filed Feb 13, 1968

January 25, 1968

C  
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Mr. Thomas H. Richards  
611 Thayer Drive  
Richland, Washington

Dear Mr. Richards:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,

TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

*Ret for proper ed,  
1 Feb 67*

*Filed Feb 13, 1968*

REGISTERED NO. 598	POSTMARK OF
Value <i>None</i>	Special Delivery \$
Reg. Fee \$ 75	Return Receipt \$ 10
Handling Charge \$	Restricted Delivery \$
Postage \$ 06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) <i>E</i>	
FROM <i>Turner &amp; Turner</i>	
<i>21617</i>	
TO <i>Thomas H. Richards</i>	
<i>611 Thayer Drive</i>	
<i>Richland, Wash.</i>	

POD Form 3806, Dec. 1965 RECEIPT FOR REGISTERED MAIL



INSTRUCTIONS TO DELIVERING EMPLOYEE

Show to whom, date, and address where delivered  
 Deliver ONLY to addressee  
 (Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO. 598	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) <i>Thomas H. Richards</i>
CERTIFIED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY <i>Anne M. Richards</i>
INSURED NO.	
DATE DELIVERED 2-5-68	SHOW WHERE DELIVERED (only if requested)

*Filed Feb 13, 1968*

January 25, 1968

COPY

Mr. Ronald Guessford  
2603 Baxter Drive  
Faulkland Heights  
Wilmington, Delaware.

Dear Mr. Guessford:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO.	619	POSTMARK OF
Value \$ None	Special Delivery \$	CENTREVILLE, MD JAN 25 1968 MAILING OFFICE
Reg. Fee \$ .75	Return Receipt \$ .10	
Handling Charge \$	Restricted Delivery \$	
Postage \$ .06	<input type="checkbox"/> AIRMAIL	
POSTMASTER (By)	E	
FROM	Turner & Turner	
TO	21617 Ronald Guessford 2603 Baxter Drive Wilm. Del.	
POD Form 3806, Dec. 1965		RECEIPT FOR REGISTERED MAIL

ret for proper card  
Filed Feb 13, 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE

Show to whom, city, and address where delivered  
 DELIVER ONLY to addressee  
(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.	619	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.		<i>Ronald Guessford</i>
INSURED NO.		SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED	1-26-68	SHOW WHERE DELIVERED (only if requested)
	Filed Feb 13, 1968	



January 25, 1968

C  
O  
P  
Y

Mrs. Patsy E. K. Guessford  
2603 Baxter Drive  
Faulkland Heights  
Wilmington, Delaware.

Dear Mrs. Guessford:

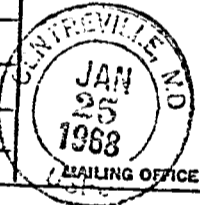
Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 620	POSTMARK OF
Value \$ None	Special Delivery \$
Reg. Fee \$ .75	Return Receipt \$ .10
Handling Charge \$	Restricted Delivery \$
Postage \$ .06	<input type="checkbox"/> AIRMAIL
POSTMASTER (By) E	
FROM Turner & Turner	
21617	
TO Mrs. Patsy E. K. Guessford	
2603 Baxter Drive	
Wilm. Del.	

POD Form 3806, Dec. 1965 RECEIPT FOR REGISTERED MAIL

ret. for proper  
file card.  
Filed Feb 13, 1968

**INSTRUCTIONS TO DELIVERING EMPLOYEE**  
 Show to whom, date, and address where delivered  
 Deliver ONLY to addressee  
(Additional charges required for these services)

**RECEIPT**

Received the numbered article described below.

REGISTERED NO. 620	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) <i>Patsy E. K. Guessford</i>
CERTIFIED NO.	
INSURED NO.	
DATE DELIVERED 1-26-68	SHOW WHERE DELIVERED (only if requested) Filed Feb 13, 1968

LIBER

4 PAGE 194

January 25, 1968

COPY

Mr. Paul C. Richards, Jr.  
4 Oaknoll Road  
Cedar Knoll  
Wilmington 8, Delaware.

Dear Mr. Richards:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 600

Value \$ None	Special Delivery \$
Reg Fee \$ 75	Return Receipt \$ .10
Handling Charge \$	Restricted Delivery \$
25¢ \$ 06	<input type="checkbox"/> AIRMAIL

POSTMARK OF CENTREVILLE, MD. JAN 25 1968 USPO MAILING OFFICE

SYMASTER (By) \_\_\_\_\_

FROM Turner + Turner  
21617

TO Paul C. Richards, Jr.  
4 Oaknoll Road  
Wilm. 8 Del.

POD Form 3806, Dec. 1965 RECEIPT FOR REGISTERED MAIL

just for proper  
rec'd. called.  
Feb. Feb 13, 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE  
 Show to whom, date, and address where delivered  
 DELIVER ONLY to addressee  
(Additional charges required for these services)

RECEIPT  
Received the numbered articles described below.

REGISTERED NO. 600	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	Paul C. Richards, Jr.
INSURED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 1-26-68	SHOW WHERE DELIVERED (only if requested)

Initialed Feb 13, 1968

January 25, 1968

COPY

Mrs. Nancy Richards  
4 Oaknoll Road  
Cedar Knoll  
Wilmington 8, Delaware.

Dear Mrs. Richards:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,

TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO.	596	POSTMARK OF	
Value \$	None	Special Delivery \$	
Reg. Fee \$	75	Return Receipt \$	-10
Standing Charge \$		Restricted Delivery \$	
Postage \$	.06	<input type="checkbox"/> AIRMAIL	
POSTMASTER (By)	E		
FROM	Turner & Turner		
	21617		
TO	Mrs. Nancy Richards		
	4 Oaknoll Road		
	Wilm. 8 Del.		

POSTMASTER (By) E

FROM Turner & Turner

TO Mrs. Nancy Richards  
4 Oaknoll Road  
Wilm. 8 Del.

FOOD Form 3806, Dec. 1965 RECEIPT FOR REGISTERED MAIL

31 Jan '68  
ret. for  
proper sig.  
Filed Feb 13, 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE	
<input type="checkbox"/> Show to whom, date, and address where delivered	<input type="checkbox"/> Deliver ONLY to addressee
(Additional charges required for these services)	
RECEIPT	
Received the numbered article described below.	
REGISTERED NO. 596	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	① Mrs. Nancy Richards
INSURED NO.	② SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 1-26-68	③ SHOW WHERE DELIVERED (only if requested)

Filed Feb 13, 1968

January 25, 1968

C  
O  
P  
Y

Mrs. Nollie Conley  
Fox Road  
Dover, Delaware.

Dear Mrs. Conley:

Enclosed is a copy of an Order of Publication entered against you in the Circuit Court for Queen Anne's County. Please take notice of the contents. (It is suggested that you turn this letter and the enclosure over to your attorney.)

Very truly yours,  
TURNER & TURNER

BY \_\_\_\_\_

BHT/b

Enclosure  
Copy of Order of Publication

REGISTERED NO. 617	POSTMARK OF CENTREVILLE MD JAN 25 1968 USPO	
Value \$ None	Special Delivery \$	
Reg. Fee \$ .75	Return Receipt \$ -10	
Handling Charge \$	Restricted Delivery \$	
Postage \$ .06	<input type="checkbox"/> AIRMAIL	
POSTMASTER (BY) E	MAILING OFFICE	
FROM Turner + Turner		
TO 21617 Mrs. Nollie Conley Fox Road Dover Del.		
POD Form 3806, Dec. 1965	RECEIPT FOR REGISTERED MAIL	

Filed Feb 13, 1968

INSTRUCTIONS TO DELIVERING EMPLOYEE	
<input type="checkbox"/> Show to whom, city, and address where delivered	<input type="checkbox"/> DELIVER ONLY to addressee
(Additional charges required for these services)	
RECEIPT	
Received the numbered article described below.	
REGISTERED NO. 616	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
CERTIFIED NO.	Nollie V. Conley
INSURED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 2/3/68	SHOW WHERE DELIVERED (only if requested)
Filed Feb 13, 1968	CS-16-71013-10 GPO

**Order Of Publication**

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
CHANCERY NO. 4928

JENNINGS B. SMITH, Individually  
and as Administrator of the Estate of  
HELEN ELIZABETH EVERETT,  
deceased, and ETHEL MAE SMITH,  
his wife,

Sudlersville, Maryland  
JOHN W. SMITH, Widower  
Clayton, Delaware

MORRIS T. SMITH and  
SARAH G. SMITH, his wife,  
Barclay, Maryland

BARRETT SMITH and  
REBA B. SMITH, his wife,  
Church Hill, Maryland

vs.  
CATHERINE F. THOMPSON and  
EARL THOMPSON, her husband  
Town and Country Trailer Park  
Camden, Delaware

G. MARGARET ROBINSON  
(divorced)  
2628 Boxwood Drive, Timbers  
Wilmington, Delaware

THOMAS W. CONLEY and  
DORIS T. CONLEY, his wife  
Centreville, Maryland

J. WILLIAM CONLEY and  
NELLIE CONLEY, his wife  
Fox Road  
Dover, Delaware

E. MARION REED and  
WILLIAM REED, her husband  
Viola, Delaware

ELEANOR C. FORAKER and  
RICHARD FORAKER, her husband  
Lynch Heights  
Milford, Delaware

GRACE S. HURD and  
ROBERT HURD, her husband  
Box 55  
Clayton, Delaware

LAURA S. PLUMMER and  
PAUL PLUMMER, her husband  
44 Franklinville  
New York 14737

JAMES T. GREEN and  
ELIZABETH HALL GREEN,  
his wife

Church Hill, Maryland  
SUDLER GREEN and  
GLADYS H. GREEN, his wife  
Centreville, Maryland

SARAH J. C. MCGINNIS and  
HERMAN MCGINNIS, her husband  
Old Camden Road  
Camden, Delaware

HELEN V. SYLVESTER and  
CARROLL SYLVESTER,  
her husband  
Clayton, Delaware

T. EDMUND MEREDITH and  
HAZEL T. MEREDITH, his wife  
1651 South Dual Highway  
Dover, Delaware

PAUL C. RICHARDS, JR., and

Robert Hurd, her husband, Box 55,  
Clayton, Delaware; Laura S. Plum-  
mer and Paul Plummer, her husband,  
44 Franklinville, New York 14737;  
Sarah J. McGinnis and Herman Mc-  
Ginnis, her husband, Old Camden  
Road, Camden, Delaware; Helen V.  
Sylvester and Carroll Sylvester, her  
husband, Clayton, Delaware; T. Ed-  
mund Meredith and Hazel T. Mere-  
dith, his wife, 1651 South Dual High-  
way, Dover, Delaware; Paul C. Rich-  
ards, Jr., and Nhaty Richards, his  
wife, 4 Oaknoll Road, Cedar Knoll,  
Wilmington 8, Delaware; Thomas H.  
Richards and Ann Richards, his wife,  
611 Thayer Drive, Richland, State of  
Washington; Patsy E. K. Guessford  
and Ronald Guessford, her husband;  
2603 Baxter Drive, Faulkland Heights,  
Wilmington, Delaware; and against  
the unknown heirs, devisees or per-  
sonal representatives of: Elsie May  
Smith Conley, Earl Smith, Sally L.  
Smith Green, Nellie V. Smith Mere-  
dith, Grace R. Smith, Edna Smith  
Richards, Howard Smith and Joseph  
C. Smith.

The Bill alleges in substance that  
John Wesley Lane and Sarah Cath-  
erine Lane, his wife, conveyed unto  
Helen Elizabeth Everett, by deed dat-  
ed September 16, 1961, and recorded  
in land Liber Queen Anne's County  
T.S.P. No. 62, folio 466, a parcel of  
land containing 9,000 Square Feet,  
more or less, and improved by a  
dwelling house situate in or near  
the Town of Barclay, First Election  
District of Queen Anne's County,  
Maryland, as will more fully appear  
by reference to a certified copy of  
said deed filed therewith marked  
"Plaintiffs Exhibit A" and prayed to  
be taken as a part thereof; that said  
Helen Elizabeth Everett died intestate  
on October 20, 1967, seized and pos-  
sessed of said property, and left sur-  
viving her as her sole heirs at law  
the following: John W. Smith, Jen-  
nings B. Smith, Morris T. Smith and  
Barrett Smith, brothers, Catherine F.  
Thompson, G. Margaret Robinson,  
Thomas W. Conley, J. William Con-  
ley, E. Marion Reed and Eleanor  
Foraker, children of Elsie May Smith  
Conley, deceased sister, Grace Hurd  
and Laura S. Plummer, children of  
Earle Smith, deceased brother, James  
T. Green and Sudler Green, children  
of Sally L. Smith Green, deceased  
sister, Sarah J. C. McGinnis, Helen  
V. Sylvester, T. Edmund Meredith,  
children of Nellie V. Smith Mere-  
dith, deceased sister, Paul C. Rich-  
ards, Jr., Thomas H. Richards and  
Patsy E. K. Guessford, children of  
Edna Smith Richards, deceased sis-  
ter, Mary Joanne Bostic and K. El-  
len Rash, children of Joseph C.  
Smith, deceased brother; where mar-  
ried the names of the spouses of the  
parties are shown in the caption of  
said Bill of Complaint and this Order  
of Publication and otherwise the

NANCY RICHARDS, his wife  
4 Oaknoll Road  
Cedar Knoll  
Wilmington 8, Delaware  
THOMAS H. RICHARDS and  
ANN RICHARDS, his wife  
611 Thayer Drive  
Richland, Washington  
PATSY E. K. GUESSFORD and  
RONALD GUESSFORD,  
her husband  
2803 Baxter Drive  
Faulkland Heights  
Wilmington, Delaware  
MARY JOANNE BOSTIC and  
KENNETH BOSTIC, her husband  
Sudlersville, Maryland  
K. ELLEN RASH and  
RONALD RASH, her husband  
Sudlersville, Maryland  
The unknown heirs, devisees or personal representatives of  
ELSIE MAY SMITH CONLEY, deceased  
The unknown heirs, devisees or personal representatives of  
EARL SMITH, deceased  
The unknown heirs, devisees or personal representatives of  
SALLY L. SMITH GREEN, deceased  
The unknown heirs, devisees or personal representatives of  
NELLIE V. SMITH MEREDITH, deceased  
The unknown heirs, devisees or personal representatives of  
GRACE R. SMITH, deceased  
The unknown heirs, devisees or personal representatives of  
EDNA SMITH RICHARDS, deceased  
The unknown heirs, devisees or personal representatives of  
HOWARD SMITH, deceased  
The unknown heirs, devisees or personal representatives of  
JOSEPH C. SMITH, deceased

This is to give notice that on the 17th day of January, 1968, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Plaintiffs against the Defendants, the non-resident Defendants together with their last known addresses being:

Catherine F. Thompson and Earl Thompson, her husband, Town and Country Trailer Park, Camden, Delaware; G. Margaret Robinson (divorced) 2628 Boxwood Drive, Timbers, Wilmington, Delaware; J. William Conley and Nellie Conley, his wife, Fox Road, Dover, Delaware; E. Marion Reed and William Reed, her husband, Viola, Delaware; Eleanor C. Foraker and Richard Foraker, her husband, Lynch Heights, Millford, Delaware; Grace S. Hurd and

marital status is as shown in said caption; Letters of Administration on the personal estate of the said Helen Elizabeth Everett have been granted by the Orphans' Court of Queen Anne's County unto Jennings B. Smith, as will more fully and at large appear by reference to certified copy thereof filed therewith marked "Plaintiffs' Exhibit B", and prayed to be taken as a part thereof; the personal estate of the said Helen Elizabeth Everett, has not been closed in the Orphans' Court of Queen Anne's County; the aforementioned real estate is not susceptible of partition among the parties entitled to interest therein without material loss to said parties; all of the parties hereto are of full legal age.

The relief prayed in said Bill of Complaint is for the sale of said land and the division of the proceeds of said sale among the parties owning said real estate according to their respective interests.

WHEREUPON, IT IS ORDERED by the Circuit Court for Queen Anne's County, this 17th day of January, 1968, that the Plaintiffs cause a copy of this order to be inserted in a newspaper published in Queen Anne's County once a week for four successive weeks before the 23rd day of February, 1968, giving notice to the said non-resident Defendants and unto the aforementioned unknown heirs, devisees or personal representatives of Elsie May Smith Conley, Earl Smith, Sally L. Smith Green, Nellie V. Smith Meredith, Grace R. Smith, Edna Smith Richards, Howard Smith and Joseph C. Smith; of the object and substance of the Bill of Complaint and warning them to show cause, if any there may be, on or before the 25th day of March, 1968, why a decree should not be passed as prayed.

CHARLES W. CECIL, Clerk  
Filed January 17, 1968  
True Copy

Test: CHARLES W. CECIL, Clerk  
4-2-15

13  
Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., 4/9/68

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER OF PUBLICATION

in the case/estate of CHANCERY # 4928

JENNINGS B. SMITH, INDIVIDUALLY AND AS ADMINISTRATOR OF THE ESTATE OF HELEN ELIZABETH EVERETT, DECEASED, AND ETHEL MAE SMITH, HIS WIFE; vs. CATHERINE F. THOMPSON, 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 23 day of FEB, 1968 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25 day of JAN, 1968, and the last insertion on the 15 day of FEB, 1968.

THE RECORD-OBSERVER CORPORATION

By *Mary Lou Walters*

*Filed April 9, 1968*

14

JENNINGS B. SMITH, et al  
Complainants

vs.

CATHERINE F. THOMPSON, et al  
Defendants

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
CHANCERY NO. 4928

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Turner and Turner, Attorneys' for Jennings Smith, et al, respectfully represents:

1. That the Defendants', Catherine F. Thompson and Earl Thompson, her husband; G. Margaret Robinson, divorced; Thomas W. Conley and Doris T. Conley, his wife; J. William Conley and Nellie Conley, his wife; E. Marion Reed and William Reed, her husband; Eleanor C. Foraker and Richard Foraker, her husband; Grace S. Hurd and Robert Hurd, her husband; Laura S. Plummer and Paul Plummer, her husband; James T. Green and Elizabeth Hall Green, his wife; Sudler Green and Gladys H. Green, his wife; Sarah J. C. McGinnis and Herman McGinnis, her husband; Helen V. Sylvester and Carroll Sylvester, her husband; T. Edmund Meredith and Hazel T. Meredith, his wife; Paul C. Richards, Jr. and Nancy Richards, his wife; Thomas H. Richards and Ann Richards, his wife; Patsy E. K. Guessford and Ronald Guessford, her husband; Mary Joanne Bostic and Kenneth Bostic, her husband; K. Ellen Rash and Ronald Rash, her husband; and the unknown heirs, devisees or personal representatives of Elsie May Smith Conley, Earl Smith, Sally L. Smith Green, Nellie V. Smith Meredith, Grace R. Smith, Edna Smith Richards, Howard Smith and Joseph C. Smith, have been duly served, summoned to appear, answer and defend in this Cause, as evidenced by the Order of Publication issued in said Cause, and the Certificate of Publication of the same by the Queen Anne's Record Observer, all of which is filed herein in this Cause.

2. That although the time allowed by said Order of Publication to the said Defendants' to answer and defend in the Cause has long since passed, the Defendants' have failed to enter their appearance, either in proper person or by a solicitor and have not filed any pleadings herein.

3. That your Petitioners' are advised and therefore allege that they have a right, under Maryland Rule 310b, to secure a Decree Pro Confesso against the Defendants' and that the papers be submitted to one of the Examiners of this Court so your Petitioners' may offer testimony in support of the allegations in the Bill of Complaint.

TO THE END, THEREFORE:

1. That a Decree Pro Confesso may be granted by this Honorable Court against the Defendants' hereinabove named.

2. That the papers in this Cause may be submitted to one of the standing Examiners of this Court so your Petitioners' may take testimony in support of the allegations of the Bill of Complaint.

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

AND AS IN DUTY BOUND, ETC.

TURNER and TURNER

BY B. Mackett Turner  
109 Lawyers Row,  
Centreville, Maryland 21617  
Phone: 758-1795

*Filed April 9, 1968*



15

JENNINGS B. SMITH, et al	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	
CATHERINE F. THOMPSON, et al	:	CHANCERY NO. 4928

DECREE PRO CONFESSO

The Defendants, Catherine F. Thompson and Earl Thompson, her husband, G. Margaret Robinson, divorced, Thomas W. Conley and Doris T. Conley, his wife, J. William Conley and Nellie Conley, his wife, E. Marion Reed and William Reed, her husband, Eleanor C. Foraker and Richard Foraker, her husband, Grace S. Hurd and Robert Hurd, her husband, Laura S. Plummer and Paul Plummer, her husband, James T. Green and Elizabeth Hall Green, his wife, Sudler Green and Gladys H. Green, his wife, Sarah J. C. McGinnis and Herman McGinnis, her husband, Helen V. Sylvester and Carroll Sylvester, her husband, T. Edmund Meredith and Hazel T. Meredith, his wife, Paul C. Richards, Jr. and Nancy Richards, his wife, Thomas H. Richards and Ann Richards, his wife, Patsy E. K. Guessford and Ronald Guessford, her husband, Mary Joanne Bostic and Kenneth Bostic, her husband, K. Ellen Rash and Ronald Rash, her husband, and the unknown heirs, devisees or personal representatives of Elsie May Smith Conley, Earl Smith, Sally L. Smith Green, Nellie V. Smith Meredith, Grace R. Smith, Edna Smith Richards, Howard Smith and Joseph C. Smith having been duly summoned to appear to the Bill of Complaint, and having failed to appear thereto, according to the exigency of the said Writ;

IT IS THEREUPON, this 10<sup>th</sup> day of April 1968, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED AND DECREED, that the Plaintiffs are entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken pro confesso against the Defendants, Catherine F. Thompson and Earl Thompson, her husband, G. Margaret Robinson, divorced, Thomas W. Conley and Doris T. Conley, his wife, J. William Conley and Nellie Conley, his wife, E. Marion Reed and William Reed, her husband, Eleanor C. Foraker and Richard Foraker, her husband, Grace S. Hurd and Robert Hurd, her husband, Laura S. Plummer and Paul Plummer, her husband, James T. Green and Elizabeth Hall Green, his wife, Sudler Green and Gladys H. Green, his wife, Sarah J. C. McGinnis and Herman McGinnis, her husband, Helen V. Sylvester and Carroll Sylvester, her husband, T. Edmund Meredith and Hazel T. Meredith, his wife, Paul C. Richards, Jr. and Nancy Richards, his wife, Thomas H. Richards and Ann Richards, his wife, Patsy E. K. Guessford and Ronald Guessford, her husband, Mary Joanne Bostic and Kenneth Bostic, her husband, K. Ellen Rash and Ronald Rash, her husband, and the unknown heirs, devisees or personal representatives of Elsie May Smith Conley, Earl Smith, Sally L. Smith Green, Nellie V. Smith Meredith, Grace R. Smith, Edna Smith Richards, Howard Smith and Joseph C. Smith, but because it doth not certainly appear to what relief the Plaintiffs are entitled, it is further adjudged and ORDERED that leave is granted to the Plaintiffs to take testimony before any one of the standing examiners of this Court to support the allegations of the Bill.

*W. J. Bentley*  
 JUDGE

*Filed Apr. 10, 1968*

16

JENNINGS B. SMITH, ET AL : IN THE CIRCUIT COURT FOR  
 vs. : QUEEN ANNE'S COUNTY  
 : IN EQUITY  
 CATHERINE F. THOMPSON, ET AL : CHANCERY NO. 4928

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, Vachel A. Downes, Jr., one of the standing Examiners of the Circuit Court for Queen Anne's County, in Equity, at the request of B. Hackett Turner, Esquire, one of the Solicitors for the Plaintiffs, and, in accordance with Maryland Rule 580, met said Solicitor, Jennings B. Smith and Morris T. Smith, two of the Plaintiffs in the office of Turner and Turner, 109 Lawyers Row, Centreville, Maryland, on May 13, 1968 at 7:30 p.m. to 8:30 p.m., and after adjournment met again on May 17, 1968, at the office of J. Thomas Clark, Esquire, Harper Starkey and William R. Wilson, III, two witnesses for the Plaintiffs and in accordance with Order of Court passed on the tenth day of April, 1968, after swearing the witnesses and stenographer proceeded to take the following depositions, to wit:

PRESENT:

Present on May 13, 1968 - B. Hackett Turner, Solicitor for Plaintiffs  
 Jennings B. Smith, Plaintiff  
 Morris T. Smith, Plaintiff

Present on May 17, 1968 - B. Hackett Turner, Solicitor for Plaintiffs  
 Harper Starkey - Expert Witness  
 William R. Wilson, III - Expert Witness

There being no further witnesses produced at the request of B. Hackett Turner, Esquire, Solicitor for the Plaintiffs, I herewith close this commission and return the same to the Clerk of the Circuit Court for Queen Anne's County this 21<sup>st</sup> day of May, 1968.

Total time in taking depositions was 1½ hours.

*Vachel A. Downes, Jr.*  
 Vachel A. Downes, Jr., Examiner

COSTS OF COMMISSION

Vachel A. Downes, Jr., Examiner	-	-	-	-	\$ 10.00
Betty Comegys, Clerk to Examiner	-	-	-	-	20.00
Harper Starkey, Witness	-	-	-	-	10.00
William R. Wilson, III, Witness	-	-	-	-	10.00
TOTAL	-	-	-	-	\$ 50.00

*Filed May 21, 1968*

The first witness produced on behalf of the Complainants, after being duly sworn, did depose and say:

Questions by Mr. Turner:

Q: Please state your name, age, residence and occupation.

A: Jennings B. Smith, age 67, farmer.

Q: Where do you live?

A: Sudlersville, Maryland.

Q: Mr. Smith, did you know Helen Elizabeth Everett?

A: Yes.

Q: Was she any kin to you?

A: Yes, my sister.

Q: Was she married?

A: She had been married.

Q: When did her husband die?

A: In 1961.

Q: Did they have any children?

A: No.

Q: Who were the parents of Helen Elizabeth Everett?

A: Elizabeth Virginia Smith and J. Thomas Smith.

Q: When did they die?

A: Mother died in the year 1939 and my father died in the year 1942.

Q: Do you know when your sister, Helen Elizabeth Everett died?

A: October 20, 1967.

Q: Did she leave a will to your knowledge?

A: No.

Q: Where did you look for a will?

A: We asked at the Chestertown Register of Wills Office and the Centreville Register of Wills Office. We looked or checked the banks at Millington, Sudlersville and at a bank in Dover and at Chestertown. Also, we asked lawyers that we thought might have done work for her.

Q: Mr. Smith, did Mrs. Everett own any real estate at the time of her death?

A: Yes, a house in Barclay.

Q: Mr. Smith, I hand you a paper which was filed as Plaintiff's Exhibit A to the Bill of Complaint and I ask you if you can identify it? Do you know what that is?

Page 2

A: Yes, this is the deed from John Wesley Lane and Sarah Katherine Lane, his wife, to Helen Elizabeth Everett. It describes a tract of land containing 9,000 square feet improved by a dwelling house in the town of Barclay, First Election District of Queen Anne's County, Maryland.

Q: Is that a certified copy of the deed to her property?

A: Yes, it is a certified copy of the deed dated September 16, 1961, and recorded in Liber T.S.P. no. 62, folio 466, a land record book for Queen Anne's County.

Mr. Turner: I introduce into evidence this certified copy of deed and I ask that it be marked Examiner's Exhibit No. 1 to this testimony and filed herewith

Q: Please tell us Mr. Smith if Helen Elizabeth Everett had brothers and sisters living at her death?

A: Yes, she had four brothers living.

Q: Please name them.

A: John W. Smith, Clayton, Delaware, who was married to Mae Smith, and she is dead; Jennings Smith, Sudlersville, Maryland, that's me, my wife is Ethel Mae Smith, she is living; Morris T. Smith, Barclay, Maryland, whose wife is Sarah Green Smith, she is living; and Barrett Smith, Church Hill, Maryland, whose wife is Reba Smith, she is living.

Q: Did Helen Elizabeth Everett have brothers and sisters who predeceased her? If so, please name them.

A: Yes. A sister, Elsie Mae Smith Conley, who had been married to William Conley, but who is dead. They had the following children: Catherine F. Thompson, who is married to Earl T. Thompson; G. Margaret Robinson, who is divorced; Thomas W. Conley, who is married to Doris T. Conley; J. William Conley, who is married to Nellie Conley; E. Marian Reed, who is married to William Reed; and Eleanor Foraker, who is married to Richard Foraker.

A brother, Earl Smith, who was married to Nellie Voschel Smith, who is dead. They had a daughter, Grace S. Hurd, married to Robert Hurd; and a daughter, Laura S. Plummer, married to Paul Plummer.

A sister, Sally L. Smith Green, who was married to Medford Green, who is still living. They had a son, James T. Green, who is married to Elizabeth Hall Green; and a son, Sudler Green, who is married to Gladys H. Green.

A sister, Nellie B. Smith Meredith, who was married to Harry E. Meredith, who is dead. They had a daughter, Sarah J. C. McGinnis, who is married to Herman McGinnis; a daughter, Helen B. Sylvester, who is married to Carroll Sylvester; a son, T. Edmond Meredith, who is married to Hazel T. Meredith.

A sister, Grace R. Smith, who never married and died in 1915.

A sister, Edna Smith Richards, who was married to Paul C. Richards, who is dead. They had a son, Paul C. Richards, Jr., who is married to Nancy Richards; a son, Thomas H. Richards, who is married to Anna Richards; a daughter, Patsy E. K. Guessford, who is married to Ronald Guessford.

A brother, Howard Smith, who had been married to Julia E. Smith, who is dead, and they left no children.

Page 3

A brother, Joseph C. Smith, who was married to Katherine M. Smith, who is still living. They had a daughter, Mary JoAnne Bostic, who is married to Kenneth Bostic; and a daughter, K. Ellen Rash, who is married to Ronald Rash.

Q: Are all these nieces and nephews of lawful age?

A: Yes.

Q: Who was named as Administrator of the Estate of Helen Elizabeth Everett?

A: I was.

Q: I hand you a paper here which was filed as Plaintiff's Exhibit B. to the Bill of Complaint and ask you if this is a certified copy of your appointment as Administrator of the Estate of Helen Elizabeth Everett in the Orphans' Court for Queen Anne's County?

A: Yes, it is a certified copy of my appointment as Administrator of the Estate of Helen Elizabeth Everett.

Mr. Turner: I introduce into evidence this certified copy of Letters of Administration of the Estate of Helen Elizabeth Everett, deceased, and I ask that it be marked Examiner's Exhibit No. 2 to this testimony and filed herewith.

Q: Mr. Smith, let me ask you, is this property here susceptible of partition, that is, would it be possible to lay off for each one of the heirs a part of it in proportion to his or her interest?

A: It would not. There are just too many of them.

Q: What kind of improvements are on this property?

A: There is a five-room house with a bath, a one-car garage and a breeze way about six feet between the garage and house. There are no other outbuildings.

Q: Has the personal estate of Helen Elizabeth Everett in the Orphans' Court for Queen Anne's County be completed or closed out?

A: It has not.

The second witness produced on behalf of the Complainants, after being duly sworn, did depose and say:

Questions by Mr. Turner:

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

A: Morris T. Smith, 65, Barclay, Maryland, retired.

Q: Do you know Helen Elizabeth Smith?

A: Yes, she was my sister.

Q: You have been here and listened to the testimony of your brother, Jennings Smith?

A: Yes.

Q: And do you endorse what he has testified to as to the heirs of Helen Elizabeth Smith?

A: Yes.

Page 4

Q: Has he named all of them?

A: Yes.

Q: Has he left out any one?

A: No.

Q: Has the personal estate of Helen Elizabeth Everett be closed in the Orphans' Court for Queen Anne's County?

A: No.

Q: Do you think the property is susceptible of partition, that is, would it be possible to lay off a piece for each one of the heirs in proportion to each of their respective interests?

A: No.

Q: Is there anything further you want to say about this case?

A: No.

The third witness produced on behalf of the Complainants, after being duly sworn, did depose and say:

Questions by Mr. Turner:

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

A: Harper Starkey, 61, Sudlersville, Maryland, my occupation is tax assessor.

Q: Do you know the property that Mrs. Helen Elizabeth Everett owned at the time of her death?

A: Yes.

Q: How long have you known it?

A: Ever since it has been built, about five years.

Q: Have you ever been in the house? If so, please describe it.

A: Yes, I have been in the house. I went in through the breeze way into the kitchen, then on in the living room and the bedrooms were located in the back.

Q: How many bedrooms were there?

A: Two.

Q: And a bath?

A: Yes, one.

Q: No cellar? Did it have a cellar?

A: No.

Q: You have been familiar with real estate values in Queen Anne's County for some years, have you not?

A: Yes, due to my position as assessor for Queen Anne's County.

Q: And you are familiar with real estate values?

A: Yes, I am.

Page 5

Q: How long have you been keeping tabs on this kind of property values?

A: For at least eight years.

Q: And you are familiar with all real estate values in Queen Anne's County because of your job and especially in this area?

A: Yes.

Q: What, in your opinion is the fair market value of this property?

A: I would say \$14,500.00 in my opinion.

Q: In your opinion, is the property susceptible of partition, that is, would it be possible to lay off for each one of the heirs a piece in proportion to their respective interests?

A: No, because there are too many heirs.

The fourth witness, produced on behalf of the Complainants, after being duly sworn, did depose and say:

Questions by Mr. Turner:

Q: Please give your full name, age, place of residence and occupation?

A: William R. Wilson, 3rd, 47, Ingleside, Maryland, realtor and County Treasurer.

Q: How long have you been in the real estate business in Queen Anne's County?

A: For 15 years.

Q: Are you familiar with the property values in the area of Barclay?

A: Yes, I am.

Q: Are you familiar with the property of which Helen Elizabeth Everett died seized and possessed?

A: Yes, I am.

Q: How long have you known this property?

A: Ever since it was built, approximately five years ago.

Q: Have you ever been on the property?

A: Yes.

Q: Please describe it?

A: It is a two bedroom house, kitchen, living room, breeze way, bath, and garage on a nice lot which is excellently landscaped. It has baseboard heat, aluminum siding and a cement driveway to the house.

Q: What do you consider to be the present fair market value of this property?

A: \$14,500.00.

Q: And that would be the fair market value when she died, as well?

A: That is correct.

Page 6

Q: Is this property susceptible of partition, that is, would it be possible to take this land and lay off a piece for each of the heirs in proportion to each of their interests?

A: No. The land would be useless in case of a division, since it is a lot approximately 72 feet by 125 feet. It is only a one family, one house real estate property.

*Filed May 21, 1968*

For Examiner's Exhibits No. 1 and 2 see Plaintiff's Exhibits A and B filed January 17, 1968.



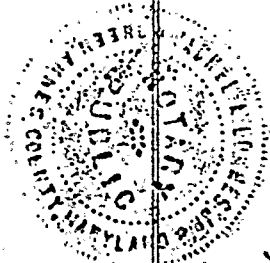
17

JENNINGS B. SMITH, ET AL : IN THE CIRCUIT COURT  
 : FOR  
 vs. : QUEEN ANNE'S COUNTY  
 :  
 CATHERINE F. THOMPSON, ET AL : CHANCERY NO. 4928

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

I HEREBY CERTIFY, that on this 13<sup>th</sup> day of May 1968, before the undersigned, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Jennings B. Smith and Morris T. Smith, two of the Plaintiffs in the above entitled case, one of whom, Jennings B. Smith, identified himself as the Administrator of the estate of Helen Elizabeth Everett, late of Queen Anne's County, deceased, and both did make oath in due form of law that he is advised and verily believes that Catherine F. Thompson, Earl Thompson, G. Margaret Robinson, Thomas W. Conley, Doris T. Conley, J. William Conley, Nellie Conley, E. Marion Reed, William Reed, Eleanor C. Foraker, Richard Foraker, Grace S. Hurd, Robert Hurd, Laura S. Plummer, Paul Plummer, James T. Green, Elizabeth Hall Green, Sudler Green, Gladys H. Green, Sarah J. C. McGinnis, Herman McGinnis, Helen V. Sylvester, Carroll Sylvester, T. Edmund Meredith, Hazel T. Meredith, Paul C. Richards, Nancy Richards, Thomas H. Richards, Ann Richards, Patsy E. K. Guessford, Ronald Guessford, Mary Joanne Bostic, Kenneth Bostic, K. Ellen Rash and Ronald Rash are not in the military service of the United States of America and have not been in said service for more than ninety (90) days immediately preceding the filing of Bill of Complaint in this cause, and said affiant stated that all of said individuals are relatives of said affiants or spouses of relatives.

As witness my hand and notarial seal.



*Charles C. Reeves*  
 \_\_\_\_\_  
 Notary Public

*Filed May 31. 1968*

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JENNINGS B. SMITH, et al	:	IN THE CIRCUIT COURT FOR
Plaintiffs	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
CATHERINE F. THOMPSON, et al	:	CHANCERY NO. 4928
Defendants	:	
:	:	

The above case standing ready for hearing and being submitted without argument, and the proceedings being read and considered--

It is thereupon this 7<sup>th</sup> day of June in the year nineteen hundred and sixty-eight, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof ADJUDGED, ORDERED AND DECREED: That the land situate in the First Election District of Queen Anne's County, State of Maryland, in or near the Town of Barclay improved by a dwelling house and more particularly described in the deed from John Wesley Lane and Sarah Catherine Lane, his wife, to Helen Elizabeth Everett, said deed dated September 16, 1961, and recorded in Land Liber T. S. P. No. 62, folio 466, one of the land record books for Queen Anne's County aforesaid, and being the property mentioned in the proceedings be sold, that B. Hackett Turner, Jr., be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of EIGHTEEN THOUSAND DOLLARS (\$18,000.00), if a corporate bond be given, or double that amount if a personal bond be given, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises: He shall then proceed to make the said sale, having given notice by advertisement inserted in some newspaper or newspapers published in Queen Anne's at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to the sale and the last such publication to be not more than one week prior to sale, and such other notice as he shall think proper, of the time, place, manner, and terms of sale, which shall be one-third cash, the balance payable upon ratification of sale, or all cash at the

option of the purchaser or purchasers, and the unpaid balance to be secured to the satisfaction of the Trustee and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust, and

It is further ORDERED that B. Hackett Turner, Jr., Trustee as aforesaid, be and he is, hereby directed to give notice to the creditors of Helen Elizabeth Everett, deceased, to file their claims pursuant to the provisions of Code (1957), Art. 93, Sec. 124, and the rule of this court relating to such notices.

  
JUDGE

For Bond filed June 10, 1968 see at the end of this case for recording at length.

**TRUSTEE'S SALE**  
**—OF VALUABLE—**  
**REAL ESTATE**

The undersigned Trustee by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on June 7, 1968, Cause No. 4928, will sell at public sale to the highest bidder on the premises and property of the late Helen Elizabeth Everett, in the Town of Barclay, Queen Anne's County, Maryland on

**Saturday, June 29, 1968**

commencing at 12 o'clock Noon (D.S.T.)

the following described real estate: A lot or parcel of land in the First Election District of Queen Anne's County, Maryland, in or near the village of Barclay, Maryland, on the South side of the road leading from Barclay to Templeville, CONTAINING 9,000 square feet of land, said lot being approximately 72' x 125'; and more particularly described in the deed from John W. Lane and Sarah C. Lane, his wife, to Helen Elizabeth Everett, said deed dated September 16, 1961, and recorded in Land Liber Queen Anne's County T.S.P. No. 62, folio 466, etc.

This property is improved by a frame house with aluminum siding and 2 bedrooms, a living room, kitchen, bath and utility room, with baseboard hot water heat. There is an 8 x 20 breezeway from the house to the garage. The lot on which the house is located is well landscaped.

**TERMS OF SALE**

The whole price may be paid in cash on day of sale or one-third of purchase money shall be paid 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 purchaser on final ratification of sale and payment of the purchase price in full. Title papers, deed, recording costs, tax stamps to be at purchaser's expense.

**B. HACKETT TURNER, JR., TRUSTEE**  
**IN CHANCERY NO. 4928**

Ross Rhodes, Auctioneer

**NOTICE TO CREDITORS**

Pursuant to the Decree of the Circuit Court for Queen Anne's County, in Equity, passed on June 7, 1968, NOTICE IS HEREBY GIVEN, to all persons having any claims against the Estate of Helen Elizabeth Everett, deceased warning them to file such claims, with the proper vouchers therefor, with the Clerk of Court, at the Court House in Centreville, Maryland, on or before September 17, 1968, otherwise, they may be, by law, excluded from participating in the distribution of the proceeds of sale from such real estate.

**B. HACKETT TURNER, JR., TRUSTEE IN**  
**CHANCERY NO. 4928**

20 / Queen Anne's  
**RECORD-OBSERVER**

Centre ville, Md., July 5, 1968

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
the TRUSTEE'S SALE

in the care/estate of HELEN ELIZABETH EVERETT

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 3 successive weeks before the 29 day of JUNE 1968 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13 day of JUNE 1968, and the last insertion on the 27 day of JUNE, 1968

THE RECORD-OBSERVER CORPORATION

By B. M. O'Neil

Filed July 5, 1968  
LIBER 4 PAGE 213

21  
 \_\_\_\_\_  
 JENNINGS SMITH, et al  
 \_\_\_\_\_  
 \_\_\_\_\_

Vs.

\_\_\_\_\_  
 CATHERINE F. THOMPSON, et al  
 \_\_\_\_\_  
 \_\_\_\_\_

IN THE CIRCUIT COURT  
 FOR ~~CHARLES~~ <sup>Queen Anne's</sup> COUNTY

IN EQUITY, No. 4928

**TO THE HONORABLE, THE JUDGES OF SAID COURT:**

The report of B. Hackett Turner  
 Trustee, in the above entitled cause, respectfully shows:

First: That by a Decree of this Honorable Court, passed in the above entitled cause on the 7th day of June, 1968, he was duly appointed Trustee, to sell the property decreed to be sold in said cause.

Second: That, after having given bond as required by law and said Decree, with surety approved by the Clerk of the Circuit Court for ~~Charles~~ <sup>Queen Anne's</sup> County, and after having given more than three weeks' notice of the time, place, manner and terms of sale by advertisement inserted in The Queen Anne's Record-Observer, a newspaper printed and published in ~~Charles~~ <sup>Queen Anne's</sup> County, Maryland, as will appear by a printer's certificate of said advertisement filed herewith, your Trustee did attend at public sale, at home of Helen Everett, deceased, in the town of Barclay Maryland, on Saturday, June 29 1968, between the hours of 12:00 and 1:00 o'clock P. M., and did then and there offer and expose all the right, title, interest and estate at law and in equity, of all the parties to the aforesaid cause, of, in and to the property therein mentioned to the highest bidder, said property being described as follows:

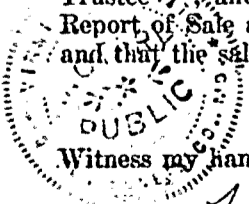
A lot or parcel of land and improvements in the First Election District of Queen Anne's County, Maryland, in or near the village of Barclay, Maryland, on the South side of the road leading from Barclay to Templeville, CONTAINING 9,000 square feet of land, said lot being approximately 72' x 125'; and more particularly described in the deed from John W. Lane and Sarah C. Lane, his wife, to Helen Elizabeth Everett, said deed dated September 16, 1961, and recorded in Land Liber Queen Anne's County T.S.P. No. 62, folio 466, etc.

Your Trustee then and there sold the said property to Margaret M. Conwell, she being the highest bidder therefor, at the sum of TWELVE THOUSAND NINE HUNDRED DOLLARS (\$12,900.00), and said purchaser has satisfactorily complied with the terms of sale, by paying the full amount of the purchase price. Respectfully submitted,

B. Hackett Turner  
Trustee

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

I HEREBY CERTIFY, That on this 5<sup>th</sup> day of July, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, aforesaid, personally appeared B. Hackett Turner Trustee, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are correct and true as therein stated, to the best of his knowledge and belief and that the sale therein reported was fairly made.



Witness my hand and Notarial Seal.

Filed July 5, 1968

Virginia D. White  
Notary Public.

my commission expires July 1, 1968.  
4 PAGE 215

JENNINGS SMITH, et al  
\_\_\_\_\_  
\_\_\_\_\_  
Vs.  
CATHERINE F. THOMPSON, et al  
\_\_\_\_\_  
\_\_\_\_\_

IN THE CIRCUIT COURT  
Queen Anne's  
FOR CAROLINE COUNTY

IN EQUITY, No. \_\_\_\_\_ Chy.

ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_, 19 68, that the sale of the property mentioned in these proceedings, made and reported by B. Hackett Turner \_\_\_\_\_ Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the \_\_\_\_\_ day of \_\_\_\_\_ next; provided a copy of this Order be inserted in some newspaper printed and published in <sup>Queen Anne's</sup> ~~Caroline~~ County, once in each of four successive weeks, before the \_\_\_\_\_ day of \_\_\_\_\_ next.

The Report states the amount of sales to be \$ 12,900.00

\_\_\_\_\_, Clerk.

FINAL ORDER RATIFICATION OF SALE

JENNINGS SMITH, et al  
\_\_\_\_\_  
\_\_\_\_\_  
Vs.  
CATHERINE F. THOMPSON, et al  
\_\_\_\_\_  
\_\_\_\_\_

IN THE CIRCUIT COURT  
Queen Anne's  
FOR CAROLINE COUNTY

IN EQUITY, No. \_\_\_\_\_ Chy.

ORDERED, This \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, by the Circuit Court for <sup>Queen Anne's</sup> ~~Caroline~~ County, in Equity, that the sale of the property mentioned in these proceedings by B. Hackett Turner \_\_\_\_\_ Trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the previous Order of this Court; and the Trustee is ~~not~~ allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor.

\_\_\_\_\_  
JUDGE



22

JENNINGS B. SMITH, et al : IN THE CIRCUIT COURT FOR  
 vs. : QUEEN ANNE'S COUNTY  
 CATHERINE F. THOMPSON, et al : IN EQUITY  
 : : CHANCERY NO. 4928  
 : : : : : : : : : : : :

AFFIDAVIT OF PURCHASER

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

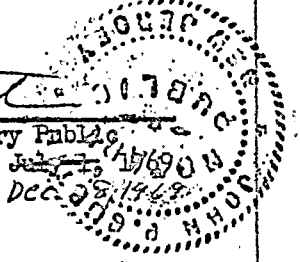
The Undersigned, being the purchaser in the above entitled cause, hereby states under oath the following facts with reference to the purchase made and reported herein in the name of the undersigned:

1. The purchaser not acting as agent for anyone.
2. No other individuals were interested as principals.
3. The purchaser or purchasers have not directly or indirectly discouraged anyone from bidding for the said property.

*Margaret M. Powell - Widow*

SUBSCRIBED AND SWORN to before the undersigned, a Notary Public of the State and County aforesaid this 29<sup>th</sup> day of June, 1968.

*J. P. [Signature]*  
 Notary Public  
 My commission expires July 7, 1969  
 Dec 28, 1968



*Filed July 5, 1968*

## ORDER NISI ON SALE

23  
 Jennings B. Smith, Individually and as  
 Administrator of the Estate of Helen  
 Elizabeth Everett, deceased, et al  
 VS.  
 Catherine F. Thompson, et al.

In the Circuit Court  
 for Queen Anne's County  
 In Equity  
 Cause No. 4928

ORDERED, this 5th. day of July, 1968, that  
 the sale of the real property, made and reported in this cause by  
B. Hackett Turner, Trustee, be ratified and confirmed,  
 on or after the 5th. day of August, 1968, unless  
 cause to the contrary thereof be previously shown; provided a copy of this order be inserted  
 in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-  
 cessive weeks before the 29th. day of July, 1968.

The report states the amount of sales to be \$ 12,900.00.

Charles W. Cecil Clerk

Filed July 5, 1968

**Order Nisi On Sale**

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 4928  
Jennings B. Smith, Individually and  
as Administrator of the Estate of  
Helen Elizabeth Everett, deceased,  
et al

vs.

Catherine F. Thompson, et al.  
ORDERED, this 5th. day of  
July, 1968, that the sale of the real  
property, made and reported in this  
cause by

B. Hackett Turner, Trustee  
be ratified and confirmed, on or  
after the 5th. day of August, 1968,  
unless cause to the contrary thereof  
be previously shown; provided a  
copy of this order be inserted in  
some newspaper published in  
Queen Anne's County, Maryland,  
once in each of three successive  
weeks before the 29th. day of July,  
1968.

The report states the amount of  
sales to be \$12,900.00

Charles W. Cecil, Clerk  
Filed July 5, 1968

True Copy Test:  
Charles W. Cecil  
Clerk

31-7-25

Queen  Anne's

**RECORD-OBSERVER**

Centreville, Md., July 31, 1968

24

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that  
the Order Nisi on Sale

Jennings B. Smith

in the case/estate of Catherine F. Thompson, et al, 4928

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 3 successive weeks before the 29th day of July, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11th day of July, 1968, and the last insertion on the 25th day of July, 1968.

THE RECORD-OBSERVER CORPORATION

By M. M. Nowell

*Filed Aug. 1. 1968*

25

JENNINGS B. SMITH, et al : In The Circuit Court For  
 Queen Anne's County  
 vs. :  
 IN EQUITY  
 CATHERINE F. THOMPSON, et al :  
 Chancery No. 4928  
 : : : : : : : : : :

FINAL RATIFICATION OF SALE

The above entitled matter coming before this Court, the proceedings having been read and considered by this Court, and this Court being satisfied that the sale of the real estate made and reported in this Cause by B. Hackett Turner, Jr., Trustee, was fairly and properly made, and no exceptions having been filed to the report of sale, it is ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 5<sup>th</sup> day of August, 1968 that the sale of the real estate made and reported in this Cause by B. Hackett Turner, Jr., Trustee, be, and the same is, hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding Order Nisi; and the said Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers thereof to the Auditor.

*[Handwritten Signature]*  
 JUDGE

*Filed Aug 5. 1968*

26  
JENNINGS B. SMITH, et al.,

vs.

CATHERINE F. THOMPSON, et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

Chancery No. 4928

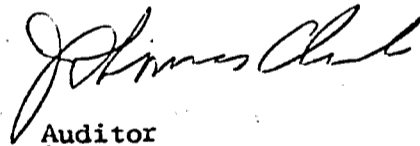
TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That this account is stated at the request of B. Hackett Turner, Jr., Trustees, who was by decree of this Court of June 7, 1968, appointed such Trustee by decree of this Court to make the sale of the real estate sold in these proceedings and to disburse the proceeds therefrom. This suit is a suit for the sale of real estate which is not susceptible to partition.

2. That in the within account the said Trustee is charged with the proceeds of sale and is allowed thereafter his commissions for making said sale, the court costs, the Trustee's bond premium on the corporate surety bond, the several claims, town taxes, vendee's share of State and County taxes, expenses of the Trustee for making copies of Order of Publication and postage, expenses for check book, the several advertising costs, the charges of the auctioneer, and the fee of your Auditor for stating this account, and the balance was directed to be distributed to the heirs of the decedent, less Collateral Inheritance Taxes of the State of Maryland, which were directed to be paid to the Queen Anne's County Register of Wills.

Respectfully submitted,

  
Auditor

*Filed Sept. 25, 1968*

Cause No. 4928

The proceeds of the sale of real estate reported in this cause, in account with B. Hackett Turner, Jr., Trustee, appointed by this Honorable Court, to make the sale herein reported in these proceedings (and vendor of said lands).

Cr.

1968

Aug. 5

By proceeds of the sale of lands, per report of sale of  
said vendor, to wit:-----\$12,900.00

Dr.

To B. Hackett Turner, Jr., Trustee, his  
Commissions for making said sale, per  
Order of Court-----\$ 795.00

To do., for an amount paid Charles W. Cecil,  
Clerk, as advanced court costs, per  
receipt exhibited, to wit:----- 15.00

To do., for an amount due Charles W. Cecil,  
Clerk, per statement exhibited, to wit:  
1-Costs of Chas. W. Cecil, Clerk--\$196.75  
2-Costs of Sheriff of Queen Anne's  
County----- 20.00  
3-Appearance fee of B. Hackett  
Turner, Jr., Attorney----- 10.00  
4-Costs of Vachel A. Downes, Jr.,  
Examiner----- 10.00  
5-Costs of Betty M. Comegys, Stno- 20.00  
6-Costs of Harper Starkey, witness 10.00  
7-Costs of Wm. R. Wilson, III,  
witness----- 10.00 276.75

To do., for an amount paid U.S.F.&G.  
for the corporate surety bond of  
the Trustee filed in this cause,  
per receipt exhibited, to wit:----- 72.00

To Delmarva Power & Light Co., in full of its  
claim, per receipt exhibited, to wit:----- 28.53

To Pure Oil Co., in full of its claim, per  
receipt exhibited, to wit:----- 101.18

To The Commissioners of Barclay, Maryland, for  
town taxes on the real estate sold in this  
cause, per receipt exhibited, to wit:----- 16.71

To Wm. R. Wilson, III, for vendee's share of 1968-9  
State and County taxes, per receipt exhibited,  
to wit:----- 17.10

September 25, 1968

*John A. Clark*  
Auditor

To do., for amount charged by B. Hackett Turner, Jr., Trustee, for additional copies of Order of Publication and postage, per statement exhibited-----	\$ 32.75	
To Sudlersville Bank of Maryland, for Trustee's bank book, for checks, per statement exhibited, to wit:-----		2.05
To do., for an amount paid Queen Anne's Record-Observer, per receipt exhibited, to wit:		
1-Publishing Advertisement of Sale-\$ 73.63		
2-Publishing Order Nisi of Sale-----	14.00	
3-Publishing Order of Publication		
and Notice to Creditors-----	<u>215.63</u>	303.26
To do., for an amount paid Ross Rhodes, Auctioneer, for crying said sale, per receipt exhibited, to wit:-----		32.25
To J. Thomas Clark, Auditor, for stating this account and mailing the required notices, the sum of-----		96.00
To amount to be carried forward for distribution to the heirs at law of Helen E. Everett, deceased, the sum of-----		<u>11,111.42</u>
	\$12,900.00	<u>\$12,900.00</u>

September 25, 1968

*J. Thomas Clark*  
Auditor

Cr.

By balance carried forward for distribution to the heirs at law of Helen E. Everett, deceased-----\$11,111.42

Dr.

To John W. Smith, a brother of deceased, and heir at law, a one-tenth share of the same, or the sum of-----\$1,111.15  
Less Collateral Inheritance Tax on same due State of Md. at rate of 7½%----- 83.34 1,027.81

To Jennings B. Smith, a brother of deceased, and heir at law, a one-tenth share of the same, or the sum of-----\$1,111.15  
Less Collateral Inheritance Tax on same due State of Md. at rate of 7½%----- 83.34 1,027.81

September 25, 1968

*J. Thomas Clark*  
Auditor

To Morris T. Smith, a brother of deceased,  
and heir at law, a one-tenth share of  
the same, of the sum of-----\$1,111.14  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 83.34 \$1,027.80

To Barrett Smith, a brother of deceased,  
and heir at law, a one-tenth share of  
the same, or the sum of-----\$1,111.14  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 83.34 1,027.80

To Catherine F. Thompson, daughter of  
Elsie May Smith Conley, a deceased  
sister of decedent, a one-sixth of  
one-tenth share of the same, or the  
sum of-----\$ 185.19  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 13.89 171.30

To G. Margaret Robinson, daughter of  
Elsie May Smith Conley, a deceased  
sister of decedent, a one-sixth of  
one-tenth share of the same, or the  
sum of-----\$ 185.19  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 13.89 171.30

To Thomas W. Conley, son of Elsie May  
Smith Conley, a deceased sister of  
decedent, a one-sixth of one-tenth  
share of the same, or the sum of-----\$ 185.19  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 13.89 171.30

To J. William Conley, son of Elsie May  
Smith Conley, a deceased sister of  
decedent, a one-sixth of one-tenth  
share of the same, or the sum of-----\$ 185.19  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 13.89 171.30

To E. Marion Reed, daughter of Elsie May  
Smith Conley, a deceased sister of  
decedent, a one-sixth of one-tenth  
share of the same, or the sum of-----\$ 185.19  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 13.89 171.30

To Eleanor Foraker, daughter of Elsie May  
Smith Conley, a deceased sister of  
decedent, a one-sixth of one-tenth  
share of the same, or the sum of-----\$ 185.19  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 13.89 171.30

September 25, 1968

*Thomas Chel*  
Auditor



To Grace S. Hurd, daughter of Earl  
Smith, a deceased brother of decedent,  
a one-half of one-tenth share of the  
same, or the sum of-----\$ 555.57  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 41.67 513.90

To Laura S. Plummer, daughter of Earl  
Smith, a deceased brother of decedent,  
a one-half of one-tenth share of the  
same, or the sum of-----\$ 555.57  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 41.67 513.90

To James T. Green, son of Sally L. Smith  
Green, a deceased sister of decedent,  
a one-half of one-tenth share of the  
same, or the sum of-----\$ 555.57  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 41.67 513.90

To Sudler Green, son of Sally L. Smith  
Green, a deceased sister of decedent,  
a one-half of one-tenth share of the  
same, or the sum of-----\$ 555.57  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 41.67 513.90

To Mary Joanne Bostic, daughter of Joseph  
C. Smith, a deceased brother of decedent,  
a one-half of one-tenth share of the  
same, or the sum of-----\$ 555.57  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 41.67 513.90

To K. Ellen Rash, daughter of Joseph C.  
Smith, a deceased brother of decedent,  
a one-half of one-tenth share of the  
same, or the sum of-----\$ 555.57  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 41.67 513.90

To Paul C. Richards, Jr., son of Edna  
Smith Richards, a deceased sister of  
decedent, a one-third of one-tenth  
share of the same, or the sum of-----\$ 370.38  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 27.78 342.60

To Thomas H. Richards, son of Edna Smith  
Richards, a deceased sister of decedent,  
a one-third of one-tenth share of the  
same, or the sum of-----\$ 370.38  
Less Collateral Inheritance Tax on same  
due State of Md. at rate of 7½%----- 27.78 342.60

September 25, 1968

*J. Howard Clark*  
Auditor

To Patsy E. K. Guessford, daughter of Edna Smith Richards, a deceased sister of decedent, a one-third of one-tenth share of the same, or the sum of-----\$ 370.38  
Less Collateral Inheritance Tax on same due State of Md. at rate of 7½%----- 27.78 342.60

To Sarah J. C. McGinnis, daughter of Nellie V. Smith Meredith, a deceased sister of decedent, a one-third of one-tenth share of the same, or the sum of-----\$ 370.38  
Less Collateral Inheritance Tax on same due State of Md. at rate of 7½%----- 27.78 342.60

To T. Edmund Meredith, son of Nellie V. Smith Meredith, a deceased sister of decedent, a one-third of one-tenth share of the same, or the sum of----\$ 370.38  
Less Collateral Inheritance Tax on same due State of Md. at rate of 7½%----- 27.78 342.60

To Ruth Ann Whalen, daughter of Helen V. Sylvester, deceased child of Nellie V. Smith Meredith, a deceased sister of decedent, a one-fifteenth of one-tenth share of the same, or the sum of-----\$ 74.07

To Janet Ennis, daughter of Helen V. Sylvester, deceased child of Nellie V. Smith Meredith, a deceased sister of decedent, a one-fifteenth of one-tenth share of the same, or the sum of-----\$ 74.07

To Howard Sylvester, son of Helen V. Sylvester, deceased child of Nellie V. Smith Meredith, a deceased sister of decedent, a one-fifteenth of one-tenth share of the same, or the sum of-----\$ 74.08

To James Sylvester, son of Helen V. Sylvester, deceased child of Nellie V. Smith Meredith, a deceased sister of decedent, a one-fifteenth of one-tenth share of the same, or the sum of-----\$ 74.08

To Charlotte Fox, daughter of Helen V. Sylvester, deceased child of Nellie V. Smith Meredith, a deceased sister of decedent, a one-fifteenth of one-tenth share of the same, or the sum of-----\$ 74.08

September 25, 1968

*J. H. Jones Clark*  
Auditor

To Madlyn E. Wooters, Register of Wills,  
of Queen Anne's County, as payment in  
full of the Collateral Inheritance Tax  
due upon the inheritance of the  
respective heirs at law of Helen E.  
Everett on the real estate sold in this  
cause, the sum of-----\$ 805.62

\$11,111.42 \$11,111.42

September 25, 1968

*J. Thomas Clark*  
Auditor

*Filed Sept. 25. 1968*

*27*

NISI RATIFICATION OF AUDIT

Jennings B. Smith, et al.,  
  
vs.  
Catherine F. Thompson, et al.

In the Circuit Court  
for Queen Anne's County  
In Equity  
  
Cause No. 4928

ORDERED, this 25th day of September, 1968, that the report and  
account filed in these proceedings by J. Thomas Clark, Auditor,  
be ratified on or after the 11th day of October, 1968, unless cause to the  
contrary thereof be previously shown; ~~provide a copy of this order be inserted in some news-  
paper published in Queen Anne's County, Maryland, once in each of two successive weeks  
before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_~~

*Charles W. Cecil* Clerk

Filed *Sept 25, 1968*

28/

JENNINGS B. SMITH, et al.,

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

CATHERINE F. THOMPSON, et al.,

Chancery No. 4928

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on September 26, 1968, he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

B. Hackett Turner, Jr., Trustee  
Centreville, Maryland

Eleanor Foraker  
Lynchs Heights  
Milford, Delaware

John W. Smith  
Clayton, Delaware

Grace S. Hurd  
Box 55  
Clayton, Delaware

Jennings B. Smith  
Sudlersville, Maryland

Laura S. Plummer  
44 Howard Street  
Franklinville, New York 14737

Morris T. Smith  
Barclay, Maryland

Barrett Smith  
Church Hill, Maryland 21623

James T. Green  
Church Hill, Maryland 21623

Catherine F. Thompson  
Town & Country Trailer Park  
Camden, Delaware

Sudler Green  
Centreville, Maryland 21617

G. Margaret Robinson  
2628 Boxwood Drive, Timbers  
Wilmington, Delaware

Sarah J. C. McGinnis  
Old Camden Road  
Camden, Delaware

Thomas W. Conley  
Centreville, Maryland 21617

T. Edmund Meredith  
1651 South Dual Highway  
Dover, Delaware

J. William Conley  
Fox Road  
Dover, Delaware

Paul C. Richards, Jr.  
4 Oaknoll Road, Cedar Knoll  
Wilmington 8, Delaware

E. Marion Reed  
Viola, Delaware

Thomas H. Richards  
611 Thayer Drive  
Richland, Washington

Mary Joanne Bostic  
Sudlersville, Maryland

Patsy E. K. Guessford  
2603 Baxter Drive, Faulkland Heights  
Wilmington, Delaware

K. Ellen Rash  
Sudlersville, Maryland

Ruth Ann Whalen  
Clayton, Delaware

Janet Ennis  
Townsend, Delaware

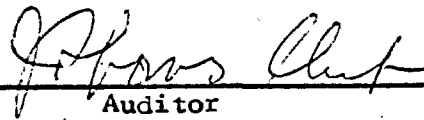
Howard Sylvester  
c/o Jennings B. Smith  
Sudlersville, Md. 21668

James Sylvester  
c/o Jennings B. Smith  
Sudlersville, Md. 21668

Charlotte Fox  
Hartly, Delaware

Madlyn E. Wooters  
Register of Wills  
Court House  
Centreville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, did notify each of them that said account was filed on September 25, 1968, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before October 10, 1968, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on October 11, 1968.

  
Auditor

*Filed Sept. 26, 1968*

29

JENNINGS B. SMITH et al

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

CATHERINE F. THOMPSON, et al.

Chancery No. 4928

FINAL RATIFICATION OF AUDIT

ORDERED, this 11th. day of October, 1968, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and B. Hackett Turner, Jr., 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.

*Charles W. Cecil*

---

Clerk of the Circuit Court for  
Queen Anne's County.*Filed Oct. 11. 1968*

RECEIVED FOR RECORD *June 10, 1968*

KNOW ALL MEN BY THESE PRESENTS, That I, B. Hackett Turner, Jr., Esquire, State of Maryland, as principal, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00) to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally and firmly by these presents, sealed with our seals this *tenth* day of *June* nineteen hundred sixty-eight.

WHEREAS, the above bounden, B. Hackett Turner, Jr., by virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, has been appointed Trustee to sell the property mentioned in the proceedings in the case of Jennings B. Smith, et al, versus Catherine F. Thompson, et al, being Chancery No. 4926, 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 by law.



Signed, sealed and delivered in the presence of:

*Virginia D. White*

*B. Hackett Turner, Jr.* (SEAL)  
B. Hackett Turner, Jr.

ATTEST:  
*Virginia D. White*

U. S. F. & G. COMPANY  
BY *B. Hackett Turner, Jr.*  
B. Hackett Turner, Jr.  
Attorney-in-Fact.

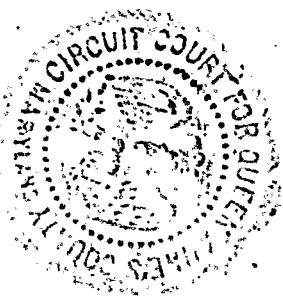
*Security approved and Bond filed*  
*June 10, 1968* *Charles W Cecil Clerk*

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from LIBER C.W.C. #1 folio 249, a Bond Record Book for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 10th day of June Nineteen Hundred and Seventy

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





QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this 16th day of March, in the year nineteen hundred and fifteen, the following Petition was brought to be recorded, to wit:-

In the Matter of the  
Trust Estate of  
Henry D. Godwin.

In the Circuit Court for  
Queen Anne's County  
in Equity.  
Cause No. 1000.

To the Honorable, the Judges of said Court:-

The Petition of William McKenney, William L. Holton and Clayton Wright, Surviving Administrators cum testamento annexo of William McKenney, late of Queen Anne's County, Maryland, deceased, to your Honors, respectfully shows:-

1. That as will appear by the Second Report of Sales filed in this cause on July 2nd, 1891, by Edwin H. Brown and Philemon B. Hopper, Trustees appointed by a deed of trust executed by Henry D. Godwin, a certified copy of which said deed of trust is filed in this cause, the said Trustees sold unto William McKenney, at and for the sum of \$3,010.00, all that large frame dwelling house, then in the tenancy of Dr. R. K. Colly, fronting on Commerce Street, in the town of Centreville, Queen Anne's County aforesaid, and all that dwelling house and lot then in the tenancy of John Bostick, fronting on Liberty Street, in Centreville aforesaid, and both abutting on the street running from Commerce to Liberty Street, known as Godwin's Lane, which said sale was finally ratified and confirmed by this Honorable Court by its order passed in this Cause on November 12th, 1891.

2. That after having made payment of the aforesaid purchase money to the said Edwin H. Brown and the said Philemon B. Hopper, Trustees as aforesaid, the said William McKenney departed this life on July 23rd, 1897.

3. That the said William McKenney left a last will and testament and codicils thereto duly executed to pass real estate, duly admitted to probate by the Orphans' Court for Queen Anne's County, and now of record in the Office of the Register of Wills for said county, whereby he devised all his real estate, except that part thereof devised by said testator to his wife, to the Executors named by him in said last will and testament and codicils, to hold the same until the appointment of Trustees to hold and manage the same as directed and provided for by the said will.

4. That as will appear by reference to said last will and testament and said codicils thereto, William L. Holton, James K. H. Jacobs, Wrightson L. Lowe and William McKenney were, by the said testator, constituted and appointed the Executors of said last will and testament and codicils thereto; that after the death of said testator and before qualifying as such Executors, the said William L. Holton, James K. H. Jacobs, Wrightson L. Lowe and William McKenney, on August 6th, 1897, filed in the Orphans' Court for Queen Anne's County their renunciation and refusal to act as such Executors; and that thereupon, on said sixth day of August, 1897, letters of administration cum testamento annexo of the said William McKenney, deceased, were granted by the said Orphans' Court for Queen Anne's County unto your Petitioners, William McKenney, William L. Holton and Clayton Wright, and unto one Wrightson L. Lowe, all of whom filed an approved bond, duly qualified as such Administrators cum testamento annexo, and entered upon the discharge of the duties as such Administrators; that the said Wrightson L. Lowe, one of said Administrators, subsequent to his qualification as such, to wit:- on June 22nd, 1901, departed this life, leaving your Petitioners as the Surviving Adminis-

trators cum testamento annexo and who, since the death of said Wrightson L. Lowe, have continued to discharge and are still engaged in the discharge of their duties as such Administrators as aforesaid.

5. That the said Edwin H. Brown, one of the Trustees as aforesaid, departed this life in the year nineteen hundred and six, and that no deed of conveyance of the aforesaid real estate either to the said William McKenney or to the said Administrators cum testamento annexo of the said William McKenney, has ever been executed, either by the said Edwin H. Brown and Philemon B. Hopper, Trustees as aforesaid, or by the said Philemon B. Hopper as Surviving Trustee; and that your Petitioners are now entitled to have said real estate conveyed to them as Surviving Administrators as aforesaid and Trustees under said will.

Your Petitioners therefore pray that this Honorable Court may pass an order authorizing, empowering and directing the said Philemon B. Hopper, as Surviving Trustee in this Cause, to execute and deliver to your Petitioners as Surviving Administrators as aforesaid a good and sufficient deed of the said real estate.

And as in duty bound, &c.,

Thomas J. Keating  
Frank Hopper  
Solicitors for Petitioners.

Edwin H. Brown  
William McKenney  
Philemon B. Hopper  
Surviving Administrators cum  
testamento annexo of William Mc-  
Kenney, late of Queen Anne's  
County, Maryland, deceased.

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

I hereby certify that on this *fifteenth*  
 day of *March*, in the year nineteen hundred and  
 fifteen, before me, the subscriber, the Clerk of the Circuit  
 Court for Queen Anne's County, Maryland, personally appeared  
 William McKenney, William L. Holton and Clayton Wright, Surviv-  
 ing Administrators cum testamento annexo of William McKenney,  
 late of Queen Anne's County, Maryland, deceased, and made oath  
 in due form of law that the matters and things stated in the  
 foregoing Petition are true as therein set forth to the best  
 of their knowledge and belief.

*Filed March 16th*  
*1915*

*William J. Holton*  
 Clerk of the Circuit Court for  
 Queen Anne's County, Maryland.

ORDER OF COURT.

Upon the foregoing Petition and Affidavit, IT IS ORDERED,  
 this *Eighteenth* day of *March*, in the year  
 nineteen hundred and fifteen, by the Circuit Court for Queen  
 Anne's County in Equity, and by the authority of said Court,  
 that the said Philemon R. Hopper, the Surviving Trustee as  
 aforesaid under the deed of trust filed in these proceedings,  
 be and he is hereby authorized, empowered and directed, upon  
 being satisfied that the entire amount of the purchase money  
 for the real estate mentioned and described in said Petition  
 has been paid, to execute and deliver to the said William Mc-  
 Kenney, William L. Holton and Clayton Wright, Surviving Admin-

istrators cum testamento annexo of William McKenney, late of Queen Anne's County, Maryland, deceased, a good and sufficient deed granting and conveying unto them, and the survivor or survivors of them, their successor or successors, in trust under the terms, provisions and conditions of the last will and testament of the said William McKenney, deceased, and the codicils thereto, the aforesaid real estate and all the right, title, interest and estate of all the parties to the aforesaid deed of trust and the aforesaid proceedings, as fully and effectually as though the said Philemon B. Hopper has been the sole trustee named in the said deed of trust.

*Filed March 19<sup>th</sup> 1913*

*W. H. Adkins*

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

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

HERBERT GRIFFIN,  
Stevensville, Queen Anne's Co., Md.,

COMPLAINANT.

vs.

CHANCERY NO. 3622

ROBERT ALLEN, (deceased),  
Late of Centreville, Queen Anne's Co., Md.,

HARRIET ALLEN, widow,  
Centreville, Queen Anne's Co., Md.,

CHARLES ALLEN,  
Camden, New Jersey,

JOSEPH ALLEN,  
Easton, Md.,

JOHN W. ALLEN,  
Wilmington, Del.

Edna A. Kane,  
Wilmington, Del.

LOTTIE ALLEN,  
Wilmington, Del.

JAMES ALLEN,  
Wilmington, Del.

AND OTHER UNKNOWN OWNERS OF PROPERTY  
DESCRIBED AS:

All that lot or parcel of land located on the Centreville-Starr Road, in the Third Election District of Queen Anne's County, Maryland, adjoining the lands of Neavitt Woods, assessed value \$100.00, and containing 2 Acres, 2 rods and 16 perches of land, more or less;

HIS AND THEIR 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 20th day of May, 1947, he attended the sale of the Treasurer of Queen Anne's County, Maryland, of property in said County on which taxes were in arrears and that being upon and there the highest bidder for the hereinafter described parcel of land, said Treasurer issued a Certificate of Sale to your Orator, as will more fully appear by an examination of Complainant's Exhibit "A" filed herewith and prayed to be taken as a part hereof.

2. That the description of said property in substantially the form as the description appearing on the Collector's Tax roll is as follows:

1.

All that lot or parcel of land located on the Centreville-Starr Road, in the Third Election District of Queen Anne's County, Maryland, adjoining the lands of Neavitt Woods, assessed value \$100.00, consisting of a lot, and a more particular description of said property being as follows: All that part of two lots of land, being part of "Moore's Hope" or "Boardlington", adjoining the woodlot of John. W. Perry, and beginning at a stone on the north side of the public road from Centreville to Hall's X Roads or Starr, said stone being a corner for Perry's Woodlot, and running with said Woodlot

North 15-1/2 deg., east 40-1/3 perches; thence  
North 28-1/2 deg. west, 1/2 perch to the lot sold to Sallie Jackson, then with said lot

South 61-1/2 deg. west, 27-3/4 perches to the public road; then with the road

South 28-1/2 deg. east, 29-3/4 perches to the beginning, containing Two Acres, 2 Roods and 16 Perches of land, more or less; Being the same property conveyed unto Robert Allen and Lottie Allen, his wife, as tenants by the entireties, by Emory T. Clough, County Treasurer of Queen Anne's County, Maryland, and Walter F. Price by deed dated June 8th, 1915, and recorded among the land records of Queen Anne's County in Liber W. F. W. No. 9, folio 584; and being the same property of which the said Robert Allen became solely vested as survivor upon the death of Lottie Allen, his wife, on Nov. 13, 1922, the said Robert Allen having thereafter married the said Harriet Allen, who survives him; and being the same property conveyed unto the Nathan A. Jackson by Elizabeth B. Neavitt, Executrix of Francis W. Neavitt by deed dated December 14, 1893, and recorded in Liber L. D. No. 2, folio 462; and being the same property on which taxes were levied in the name of the said Nathan A. Jackson, and being in default of payment were sold by the said Emory T. Clough, County treasurer on May 19, 1914, all duly reported in the Circuit Court for Queen Anne's County.

3. That said parcel of land was assessed to Robert Allen and that search of the records of this Court, of the Land Records of Queen Anne's County, reveal that said lot or parcel of land was conveyed to the said Robert Allen as above set forth from Emory T. Clough and Walter F. Price by deed of conveyance dated June 8, 1915, recorded in Liber W. F. W. No. 9, folio 584, and recorded among the land records of Queen Anne's County: See preceding paragraph.

4. That said property has not been redeemed by any party in interest, although more than one year from the date of said sale has expired.

5. That \$55.00 with interest at six per cent per annum from May 20, 1947, is the amount necessary for the redemption.

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 hereinbefore mentioned and described property.

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 Writ of Subpoena of the State of Maryland, to be directed to the Defendant, Harriet Allen, widow, an adult, of Centreville, Queen Anne's County, Maryland, commanding her to be and appear in this Court on some certain day to be named therein, and to answer the premises and abide by and perform such orders and decrees as may be

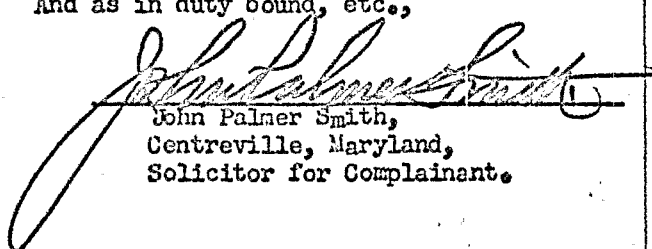
2.

passed therein;

And MAY IT PLEASE your Honors to grant unto your Orator the Writ of Subpoena of the State of Maryland, to be directed to the Defendant, Joseph Allen (whose nickname is "Monk" Allen), an adult, of Easton, Talbot County, Maryland, commanding him to be and appear in this Court on some certain day to be named therein, and answer the premises and abide by and perform such orders and decrees as may be passed therein;

AND MAY IT PLEASE your Honors to grant unto your Orator the Order of Publication giving notice to all Defendants known and unknown 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 or to redeem the property and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.,

  
John Palmer Smith,  
Centreville, Maryland,  
Solicitor for Complainant.

*Filed May 5, 1949*



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

JOHN PALMER SMITH, being first duly sworn, deposes and says:

1. That he is the attorney for Herbert Griffin, the purchaser of the following parcel of land assessed to Robert Allen (deceased) and sold by the Collector of Taxes for Queen Anne's County on the 20th day of May, 1947:

All that lot or parcel of land located on the Centreville-Starr Road, in the Third Election District of Queen Anne's County, Maryland, adjoining the lands of Neavitt Woods, (containing 2 Acres, 2 Roods and 16 Perches of land, more or less), assessed value \$100.00.

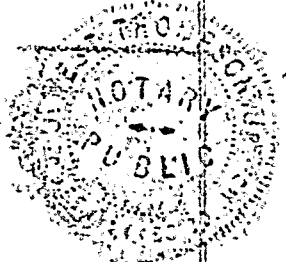
2. That he has made careful and diligent search for a period of more than fifty (50) years immediately prior to the institution of this suit of the Land Records of Queen Anne's County which disclosed that the property which is the object of this suit was deeded to Robert Allen and Lottie Allen, his wife, as tenants by the entireties, by Emory T. Clough, County Treasurer of Queen Anne's County and Walter F. Price on June 8, 1915, said deed being recorded in Liber W. F. W. #9, folio 584, and of which property the said Robert Allen as survivor became solely vested upon the death of his wife Lottie Allen on Nov. 13, 1922; that a careful and diligent search was also made of the records of the Register of Wills of said County, and of the records of the Circuit Court for Queen Anne's County, and that said records fail to reveal the names of Robert Allen's (deceased) heirs, and that said records, except as hereinabove set forth, fail to show the names of the present owners of said property, except that your affiant inquired of the Health Department of Queen Anne's County and ascertained that Robert Allen died March 18, 1936 and that Lottie Allen, his first wife, died November 13, 1922; that your affiant then inquired of Louis B. Perkins, Constable of Queen Anne's County as to Robert Allen heirs, and he directed your affiant to Nancy Allen and Emma Taylor, widow of James Taylor, of Centreville, Maryland, and your affiant ascertained from Nancy Allen, sister of Robert Allen, that Harriet Allen, the second wife of Robert Allen lives in Centreville, Maryland, and that the parties named as defendants are the children of Robert Allen by his first wife Lottie Allen, and that Robert Allen had no children by his second wife; that Robert Allen left no will, and there was no administration upon his estate, and that your affiant examined the title to this property in this suit back to December 11, 1893, when the property was conveyed to one Nathan A. Jackson by Elizabeth Neavitt, Executrix of Francis J. Neavitt.

*John Palmer Smith*  
John Palmer Smith.

Subscribed and sworn to before me,  
a notary public of the State of Maryland, in and for  
Queen Anne's County, this 5th day of May, 1949.

*J. West Thompson, Jr.*  
Notary Public.

*5th May 5, 1949*



I, T. Sorden Pippin, Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, hereby certify that on May 20th, 1947, I sold to Herbert Griffin

at public auction for the sum of Fifty-five Dollars and No Cents, of which Fifty-five Dollars has been paid, the property in the Third Election District of Queen Anne's County, Maryland, and described as All that lot or parcel of land located on Centreville-Starr Road, adjoining the lands of Neavitt Woods, assessed value \$100.00, consisting of lot

and assessed to Robert Allen

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 May 23rd, 1948, 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 20<sup>th</sup> day of May, 1947.

T. Sorden Pippin  
Treasurer and Collector

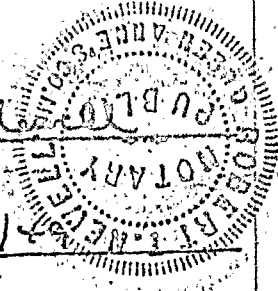
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO-WIT:  
I HEREBY CERTIFY, that on this 20<sup>th</sup> day of May, 1947, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared T. Sorden Pippin, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's and acknowledged the foregoing Certificate of Sale to be his act.

Witness my hand and notarial seal.

Robert T. Wood  
Notary Public

My Commission Expires: 5/2/48

Filed May 5, 1947



ORDER OF PUBLICATION.

Herbert Griffin,  
Stevensville, Queen Anne's  
County, Md.  
Complainant,

VS.

Robert Allen (deceased),  
Late of Centreville, Queen  
Anne's County, Md.,

Harriet Allen, widow,  
Centreville, Queen Anne's Co. Md.,  
Charles Allen,  
Camden, New Jersey,  
Joseph Allen,  
Easton, Maryland.  
John Allen,  
Wilmington, Del.  
Edna A. Kane,  
Wilmington, Del.  
Lottie Allen,  
Wilmington, Del.  
James Allen,  
Wilmington, Del.  
AND OTHER UNKNOWN OWNERS OF PROPERTY  
DESCRIBED AS:

All that lot or parcel of land  
located on the Centreville-Starr Road,  
in the Third Election District of Queen  
Anne's County, Maryland, adjoining the lands  
of Neavitt Woods, assessed value \$100.00, and  
containing 2 acres, 2 roods and 16 perches  
of land, more or less;

HIS AND THEIR 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.

\*\*\*\*\*

The object of this proceeding is to secure the foreclosure of all  
rights of redemption in the following property assessed to Robert Allen  
(deceased) in the Third Election District of Queen Anne's County, Maryland,  
sold by the collector of taxes for Queen Anne's County and the State of  
Maryland to the plaintiff in this proceeding:

All that lot or parcel of land located on the Centreville-Starr  
Road, in the Third Election District of Queen Anne's County, Maryland, adjoining  
the lands of Neavitt Woods, assessed value of \$100.00, and containing  
2 acres, 2 roods and 16 perches of land, more or less;

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 7th day of May, 1949, 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 8th day of July, 1949, and redeem the property

assessed to Robert Allen (deceased) 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 incumbrances.

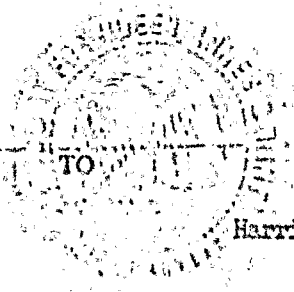
Wm. R. Horney  
Judge.

*Filed May 7, 1949*

(EQUITY SUBPOENA)

### The State of Maryland

QUEEN ANNE'S COUNTY, TO WIT:



Harriet Allen, widow, Centreville, 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 June next and ending ~~fifteen days~~ July 8, 1949 thereafter cause your answer or other defense to be filed to the complaint of Herbert Griffin, Stevensville, 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 2nd. day of May, 19 49

Issued the 7th. day of May, 19 49

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 8th. day of July, 1949, 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 John Palmer Smith  
Address Centreville, Maryland

Nellie B. Whitely, Clerk

*Writ subpoena  
served by reading  
to and leaving copy  
and copy of Bill of  
Complaint with  
Harriet Allen this  
12<sup>th</sup> day of May 1949  
Cleon H. Tarr  
Sheriff  
Filed May 12, 1949*

(EQUITY SUBPOENA)

## The State of Maryland

QUEEN ANNE'S COUNTY, TO WIT:



TO

Joseph Allen (whose nickname is "Monk" Allen), Easton, Talbot County,  
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 July 8, 1949, ~~five days~~ thereafter cause your answer or other defense to be filed to the  
complaint of Herbert Griffin, Stevensville, 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 2nd day of May, 19 49

Issued the 7th day of May, 19 49

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 8th. day of July, 1949, 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 redered foreclosing your right of  
redemption in the property.

Solicitor for Complainant(s)

Name John Palmer Smith

Address Centreville, Maryland

Nellie B. Whitely, Clerk

Cause No. 3622

Herbert Griffin

vs.

Robert Allen, et al.

Received the 11 day of May 1949  
and forthwith delivered to the Sheriff  
of Talbot County for service.

Test *John W. Baynard*  
Clerk

Served by reading and leaving  
copy of of Process and Bill of  
Complaint with Robert Allen, this  
11th day of May, A. D. 1949  
*Raymond Linnell*  
Sheriff Talbot County to  
answer.

*Filed May 13, 1949*



HERBERT GRIFFIN,

VS.

ROBERT ALLEN, ET AL.,

IN THE CIRCUIT COURT FOR QUEEN

ANNE'S COUNTY, IN EQUITY.

CHANCERY NO. 3622.

\*\*\*\*\*

## PETITION FOR COUNSEL FEE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John Palmer Smith, a attorney at law, respectfully represents unto your Honors:

1. That your Petitioner is the Solicitor for the Complainant herein, and has filed in this Cause a certificate of title examination as prescribed by the laws of the State of Maryland pertaining to Tax Sales.

2. That the period for the title examination filed herein was from 1893 to the 5th day of May, 1949, or a period exceeding 50 years.

3. That said title examination was unusually difficult and complex and extremely-time-consuming due to the nature of said lot, being part of a large tract, and your petitioner suggests a fee of \$25.00 is reasonable.

WHEREFORE your Petition prays this Honorable Court to allow unto said Petitioner a counsel fee commensurate with the services rendered in the examination of said title, to be and to become a part of the costs of the proceedings.

Respectfully submitted,

  
Petitioner.

Filed Feb. 11, 1955

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ORDER OF COURT.

Upon the foregoing Petition, it is this 11th day of February, 1955, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that John Palmer Smith, attorney at law, be and he is hereby allowed the sum of Twenty Five Dollars (\$25.00), for the examination of title in this cause filed, to be collected by the Clerk of this Court as a part of the costs of this proceeding and by him to be distributed unto John Palmer Smith.

W. R. Harvey  
Judge.

*Filed Feb 11, 1955.*

HERBERT GRIFFIN

vs.

ROBERT ALLEN

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 3622

\*\*\*\*\*

## ORDER

It appearing that the defendants and all persons claiming through, by 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 8th day of July, 1949, 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 11th day of February, 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 said 11th day of February, 1955, 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, Herbert Griffin.

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 Herbert Griffin 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 and interest and penalties thereon accruing subsequent to the date of sale.

Filed Feb 11, 1955.

*W. P. Horney*  
Judge

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

ROCKVILLE LAND COMPANY  
a body corporate of the  
State of Maryland

Plaintiff

vs.

THE UNKNOWN HEIRS OF NICHOLAS KIRBY, DECEASED  
THE UNKNOWN HEIRS OF SAMUEL EDWARD KIRBY, DECEASED  
THE UNKNOWN HEIRS OF SADIE A. KIRBY, DECEASED  
THE UNKNOWN HEIRS OF CHARLEY BROWN  
AND ALL OTHER PERSONS,  
KNOWN OR UNKNOWN, THEIR HEIRS,  
EXECUTORS, ADMINISTRATORS OR ASSIGNS,  
CLAIMING ANY RIGHT, TITLE INTEREST,  
ESTATE, ENCUMBRANCE OR LIEN IN THE  
REAL ESTATE MENTIONED IN THESE PROCEEDINGS  
ADVERSE TO THE OWNERSHIP OF THE PLAINTIFF

Defendants

\* \* \* \* \*

BILL OF COMPLAINT  
TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Rockville Land Company, by Vachel A. Downes, Jr., its Solicitor, respectfully represents:

1. That this proceeding is filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128, Annotated Code of Maryland, 1957 edition.

2. That the hereinafter described tract or parcel of land was conveyed by Frank C. Harbison, et. al., unto the Rockville Land Company, a body corporate of the State of Maryland, by deed dated the 9th day of September, 1963, recorded among the Land Records of Queen Anne's County in Liber C. W. C. No. 3 folio 109, which said tract or parcel of land is more particularly described as follows, to wit:

ALL these two tracts or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the westerly side of the Piney Neck Public Road, and more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by Walter E. Woodford, Jr., registered surveyor, dated June, 1956, as follows, to wit:

PARCEL NO. 1

BEGINNING at a point in the Center of the public road from Perry's Corner to Greenwood Creek, said point being the southeast corner of lands herein contained and a corner of said lands with land formerly of W. Benj. Lane and/or Henry Reese, and running thence with said former Reese lands North 87° 51' West a distance of 1392.91 feet to the lands of John W. Edol; thence turning and running with the Edol lands, North 14° 27' East a distance of 573.78 feet to an old stone; thence turning and running still with Edol lands, South 86° 40' East a distance of 382.30 feet to a granite stone; thence still with Edol Lands South 87° 44' East a distance of 1022.59 feet to the center of the aforementioned public road; thence turning and running with the center of said road, South 15° 50' West a distance of 567.00 feet to the point of beginning, containing 17.77 acres, more or less.

LISEP

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IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4655

PARCEL NO. 2

BEGINNING at a point in the center of the public road from Perry's Corner to Greenwood Creek, said point being the southeast corner of lands herein contained and a corner of said lands with lands of John W. Edol, and running thence with lands of John W. Edol North 87° 51' West a distance of 1090.55 feet to a stone; thence along the same course and with the same bound a distance of 288.10 feet to a stone; thence turning and running still with Edol lands, North 13° 42' East a distance of 573.78 feet to lands of, or formerly of, W. Benj. Lane (once Edwin S. Kirby); thence turning and running with said Lane lands, South 87° 51' East a distance of 1392.91 feet to the center of the aforementioned public road; thence turning and running with center of said road, South 15° 50' West a distance of 576.98 feet to the point of beginning, containing 17.83 acres, more or less.

A certified copy of said deed being attached hereto, marked "Complainant's Exhibit No. 1", and prayed be made a part hereof.

3. That the Rockville Land Company is in actual peaceful possession of said lands, which are vacant and unoccupied, by virtue of the aforesaid deed.

4. That Charles H. Tilghman, et. al., conveyed a tract of woodland called or known as "Forty Acres" (but said to contain by metes and bounds 39 acres, 3 rods and 39 perches of land), unto Nicholas Kirby, by deed dated the 16th day of May, 1874, recorded among the Land Records of Queen Anne's County in Liber W. A. G. H. No. 1, folio 117, a certified copy of said deed being attached hereto, marked "Complainant's Exhibit No. 2", and prayed be made a part hereof.

5. That Nicholas B. Kirby, et. ux., purported to convey 17 1/2 acres of the aforesaid tract of land unto John D. Kirby by deed dated the 22nd day of December, 1873, recorded among the Land Records of Queen Anne's County in Liber J. W. No. 4 folio 342, a certified copy of said deed being attached hereto, marked "Complainant's Exhibit No. 3", and prayed be made a part hereof; said conveyance being by a general description only and not being conveyed by metes and bounds.

6. That it is not possible to determine by the description in the deed to John Kirby, aforesaid, the exact portion of the tract intended to be conveyed thereby, but the subsequent owners of the John Kirby woodland claimed, used and possessed the one half of said whole tract being Parcel No. 2 herein above described, containing 17.83 acres.

7. That the woodland of John Kirby by various conveyances became vested in William Benjamin Lane and Irma Sarah Lane, his wife, by deed from William Henry Reese, et. ux., dated the 4th day of August, 1945, recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr., No. 12, folio 76, a certified copy of said deed being attached hereto, marked "Complainant's Exhibit No. 4", and prayed be made a part hereof.

8. That Nicholas Kirby also purported to convey a portion of said "Forty Acres" unto Sarah Emily Cowley, et. al., by deed dated the 28th day of September, 1872, recorded among the Land Records of Queen Anne's County in Liber J. W. No. 4, folio 238, containing 8 Acres 1 Rod and 11 perches of land, and which said parcel later became incorporated in the tract or farm known as "Prospect Plantation" conveyed by J. Woolley Edol, et. ux., unto Rockville Land Company by deed dated the 16<sup>th</sup> day of March, 1963, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 71 folio 263, but except for the conveyances to Sarah Emily Cowley and John D. Kirby, above recited, no other conveyances from said woodland by Nicholas Kirby are found among the Land Records of Queen Anne's County.

9. That it does therefore appear that upon the date of his death, the said Nicholas Kirby still owned the remaining portion of the woodland tract, or

according to the survey of Walter E. Woodford, Jr., aforesaid, the remaining 17.77 acres, hereinafter described as Parcel No. 1. A certified copy of the plat of Walter E. Woodford, Jr., surveyor, dated June, 1956, entitled "Plat of Survey of A Parcel of Woodland Purchased by Robert Kirkley", recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 29, folio 90, is attached hereto, marked "Complainant's Exhibit No. 5", and prayed be made a part hereof.

10. That the said Nicholas Kirby on the date of his death also owned a farm known as "Campus" or "Campers" situate in the Fifth Election District of Queen Anne's County also located on the public road from Porry's Corner into Piney Neck, which farm is not adjacent to the aforesaid woodland but is located about one-half mile south thereof.

11. That no will or administration of the estate of Nicholas Kirby is found in Queen Anne's County, but subsequent deeds recorded among the land records of said county state that Nicholas Kirby died intestate, prior to 1898, survived by his son, Samuel Edward Kirby as his sole heir at law.

12. That Samuel Edward Kirby and Sadie A. Kirby, his wife, purported to convey a portion of the remaining part of the woodland known as "Forty Acres" (intended by Samuel Edward Kirby from Nicholas Kirby) unto one Charley Brown by deed dated the 13th day of April, 1898, recorded among the Land Records of Queen Anne's County in Liber W.H.C. No. 8, folio 182, a certified copy thereof being attached hereto, marked "Complainant's Exhibit No. 6", and prayed be made a part hereof.

13. That it appears from the description in the deed lastly above mentioned that the "Charley Brown Lot" was located at or near the southeast corner of the whole tract.

14. That within the memory of residents of this neighborhood about 1910 a small house was located near adjacent to said public road near the middle of the road frontage of the whole tract, but no information is available indicating whether or not this residence was the land claimed by Charley Brown, and it further appears that said house has not existed on any part of said lands for about 50 years, nor is any information to be found as to the occupants thereof.

15. That Samuel E. Kirby and Sadie A. Kirby, his wife, executed a deed of trust for the benefit of creditors unto H.B.W. Mitchell, dated October 9th, 1907, recorded among the Land Records of Queen Anne's County in Liber S.S. No. 3, folio 460, purporting to convey all their property unto said trustee. Said deed of trust specifically described and conveyed the farm known as "Campus" or "Campers", but omitted, or did not describe or refer to, that portion of the Nicholas Kirby woodland which Samuel E. Kirby appeared to have inherited from his father, Nicholas Kirby. Subsequently, H.B.W. Mitchell, trustee, reconveyed the farm known as "Campus" or "Campers", as well as the other lands described in said deed of trust, unto Sadie A. Kirby (wife of Samuel E. Kirby) by deed dated the 26th day of April, 1913, recorded among the Land Records of Queen Anne's County in Liber W. F. W. No. 3, folio 262. Sadie A. Kirby and Samuel E. Kirby, her husband, subsequently conveyed the farm known as "Campus" or "Campers" unto M. Madeline Davidson by deed dated the 5th day of January, 1915, recorded among the Land Records of Queen Anne's County in Liber W. F. W. No. 7 folio 32. Said deeds lastly mentioned were by general description and made no mention of the woodlands inherited by Samuel E. Kirby from his father, Nicholas Kirby. Upon the death of M. Madeline Davidson in 1937, the farm known as "Campus" or "Campers" descended unto her heirs at law, Phillip T. Davidson, C. Mitchell Davidson, Marcella D. Swain and George Earle Davidson, who, along with their respective spouses, conveyed said farm unto Benjamin W. Lane (also known as W. Benjamin Lane) and Irma Sarah Lane, his wife, by deed dated the 27th day of May, 1941, recorded among the Land Records of Queen Anne's County in Liber A.S.G. Jr., No. 4, folio 363; Benjamin Lane died prior to 1956 vesting title in his widow, Irma Sarah Lane, by survivorship.

16. That Irma Sarah Lane, widow, conveyed said farm known as "Campus" or "Campers" unto Robert Kirkloy, et. al., by deed dated the 2nd day of November, 1953, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 13, folio 140, but said deed made no mention of the Nicholas Kirby, or Samuel E. Kirby, woodlands.

17. That ownership of the farm known as "Campus" or "Campers" became vested in Frank Claude Harbison and Margaret K. Harbison, his wife, by the following deeds, to wit: (a) from Frances C. Legg to Robert Kirkloy, as to an undivided one-half interest, and Frank C. Harbison and Margaret K. Harbison, his wife, as to an undivided one-half interest, by deed dated the 20th day of June, 1955, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 22 folio 304; and (b) from Robert Kirkloy, et. ux., unto Frank Claude Harbison and Margaret K. Harbison, his wife, by deed dated the 18th day of September, 1956, recorded among the Land Records aforesaid in Liber T.S.P. No. 30 folio 234, as to the remaining one-half undivided interest.

18. That after the said conveyances of the farm known as "Campus" or "Campers", the said Irma Sarah Lane, widow, did convey unto Frank Claude Harbison and Margaret K. Harbison, his wife, by deed dated the 12th day of May, 1956, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 29 folio 87, woodlands formerly known as 40 Acres, and containing 35.60 Acres by the aforesaid Woodford survey, and which said conveyance purported to convey (a) the John D. Kirby half of said woodlands, legal title to which was vested in Irma Sarah Lane by the conveyances above set forth, and (b) the remaining portion of said woodlands, known as the Nicholas Kirby portion, or the Samuel Kirby portion, of said woodlands, to which no chain of title by conveyance subsequent to 1874 is found. Said deed to Harbison, et. ux., recited that the remaining Nicholas Kirby portion of the woodland had always been considered a part of the farm known as "Campus" or "Campers" (later known as the "William Benjamin Lane Farm"), and that such woodland had been claimed and used by M. Madeline Davidson, and her successor in title from 1915 to the date of said deed; a certified copy of the aforesaid deed being attached hereto, marked "Complainant's Exhibit No. 7", and prayed be made a part hereof.

19. That Sadie A. Kirby (wife of Samuel E. Kirby) died intestate on or about the \_\_\_\_\_ day of \_\_\_\_\_, 1923, and the estate was duly administered by the Orphans' Court of Queen Anne's County (Administration No. 1504); that Letters of Administration were granted unto Samuel E. Kirby, a certified copy hereof being attached hereto, marked "Complainant's Exhibit No. 8", and prayed be made a part hereof; but that said administration does not disclose whether or not the said Sadie E. Kirby left other heirs surviving her in addition to her said husband.

20. That no will of Samuel Edward Kirby, or administration of his estate, is found in Queen Anne's County, but the Plaintiff has been advised that Samuel Edward Kirby died intestate in Queen Anne's County before 1940; that no children were born of the marriage of Samuel E. Kirby and Sadie E. Kirby; and that the said Samuel E. Kirby had no known heirs at his death.

21. The Plaintiff does further aver on the basis of all information it can ascertain that (a) on his death Nicholas Kirby owned both the farm known as "Campus" or "Campers" and the remaining part of the woodland known as "Forty Acres" (herein above referred to as the Nicholas Kirby Woodland and/or the Samuel Kirby Woodland); (b) that Samuel E. Kirby inherited both said farm and said woodland from his father, Nicholas Kirby; (c) that the said woodland was considered a part of said farm known as "Campus" or "Campers" and was intended to be conveyed as a part thereof by the various deeds of conveyance above recited; (d) that the owners of the farm known as "Campus" or "Campers" have used, possessed and owned both said farm and said woodland in an open, notorious and continuous manner, hostile and adverse to the claims of others, from 1915 to the present time; (e) and that to the knowledge of the Plaintiff no one else has ever claimed any interest in the Nicholas Kirby or Samuel E. Kirby half of said woodland from 1915 to the present time except the Plaintiff and its predecessors in title.

22. That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from the said title to the woodlands hereinabove referred to; and that the Plaintiff does not have an adequate remedy at law other than in the Court of Equity.

WHEREFORE, YOUR PLAINTIFF PRAYS:


(a) That this Court pass a final order declaring that the title of the Plaintiff to the aforesaid real property has been established, and that the Plaintiff may, by decree of this Honorable Court, be made the absolute owner of said land, having the perfect right to absolute disposition of the same as against the defendants in this suit and all persons whomsoever.

(b) That an order be passed for publication of notice requiring all persons claiming any interest in the woodland property above described appear before this Honorable Court to be held at a time and place to be therein specified, to show cause, if any they have, why they should not be forever barred from maintaining any action or proceeding for the recovery of the said real property.

(c) That this Honorable Court pass an order appointing some suitable person within the jurisdiction of this Honorable Court as Guardian Ad Litem for all other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Plaintiff's complaint adverse to the interest or ownership of the Plaintiff, and all unknown heirs of Nicholas Kirby, Sadie A. Kirby or Samuel E. Kirby, late of Queen Anne's County, with instructions to such Guardian Ad Litem to answer and defend the suit instituted against said parties by the Bill of Complaint filed in the above entitled cause.

(d) And for such other and further relief as the cause of the Plaintiff may require.

AND AS IN DUTY BOUND, etc.

  
Vachel A. Downes, Jr.,  
Attorney for Rockville Land Company  
Centreville, Maryland  
Phone: 758-0680

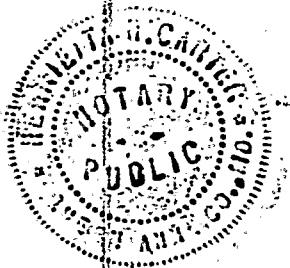
STATE OF MARYLAND

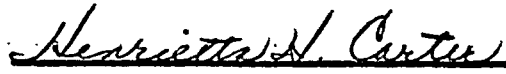
to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY that on this 10<sup>th</sup> day of September, 1964, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Attorney and Agent for Rockville Land Company, and he did make oath in due form of law that the matters and facts stated in the foregoing Bill of Complaint are true and correct to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.



  
Notary Public

*Filed Sept. 11, 1964*

LIBER 4 PAGE 255

Complainant's Exhibit No 1

2

No. 50330

Re 3306 RECEIVED FOR RECORD Sept. 10, 1963

This Deed made this 9<sup>th</sup> day of September

in the year one thousand nine hundred and sixty-three by and between FRANK C. HARBISON and MARGARET K. HARBISON, his wife, of the City of Philadelphia, State of Pennsylvania, ANN KIMBALL KIRKLEY FISCHER and NORMAN GEORGE FISCHER, her husband, of Queen Anne's County, State of Maryland, and HAROLD A. KIMBALL and CLARA G. KIMBALL, his wife, of the County of Queen Anne's, State of Maryland, parties of the first part; and ROCKVILLE LAND COMPANY, a body corporate of the State of Maryland, party of the second part;

WITNESSETH: that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part, Frank C. Harbison and Margaret K. Harbison, his wife, Ann Kimball Kirkley Fischer and Norman George Fischer, her husband, and Harold A. Kimball and Clara G. Kimball, his wife, do hereby grant and convey unto the party of the second part, Rockville Land Company, its successors and assigns, in fee simple, the following described property, to wit:

Parcel No. 1

ALL those two tracts or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the westerly side of the Piney Neck Public Road, and more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by Walter E. Woodford, Jr., registered surveyor, dated June, 1956, as follows, to wit:

BEGINNING at a point in the center of the public road from Perry's Corner to Greenwood Creek, said point being the southeast corner of lands herein contained and a corner of said lands with land formerly of W. Benj. Lane and/or Henry Reese, and running thence with said former Reese lands North 87° 51' West a distance of 1392.91 feet to the lands of John W. Edel; thence turning and running with the Edel lands, North 14° 27' East a distance of 573.78 feet to an old stone; thence turning and running still with Edel lands, South 86° 40' East a distance of 382.30 feet to a granite stone; thence still with Edel lands South 87° 44' East a distance of 1022.59 feet to the center of the aforementioned public road; thence turning and running with the center of said road, South 15° 50' West a distance of 567.00 feet to the point of beginning, containing 17.77 acres, more or less.

Parcel No. 2

BEGINNING at a point in the center of the public road from Perry's Corner to Greenwood Creek, said point being the southeast corner of lands herein contained and a corner of said lands with lands of John W. Edel, and running thence with lands of John W. Edel, North 87° 51' West a distance of 1090.55 feet to a stone; thence along the same course and with the same bound a distance of 268.10 feet to a stone; thence turning and running still with Edel lands, North 13° 42' East a distance of 573.78 feet to lands of, or formerly of, W. Benj. Lane (once Edwin S. Kirby); thence turning and running with said Lane lands, South 87° 51' East a distance of 1392.91 feet to the center of the aforementioned public road; thence turning and running with center of said road, South 15° 50' West a distance of 576.98 feet to the point of beginning, containing 17.83 acres, more or less.

Said woodland being and comprising a part of the woodland of the "Benjamin Lane Farm" conveyed by Sadie A. Kirby, et.al., to M. Madeline Davidson, by deed dated the 5th day of January, 1955, recorded among the Land Records of Queen Anne's County in Liber W.F.W. No. 7 folio 32, and used and occupied by her successors in title as and for part of the "Benjamin Lane Farm".

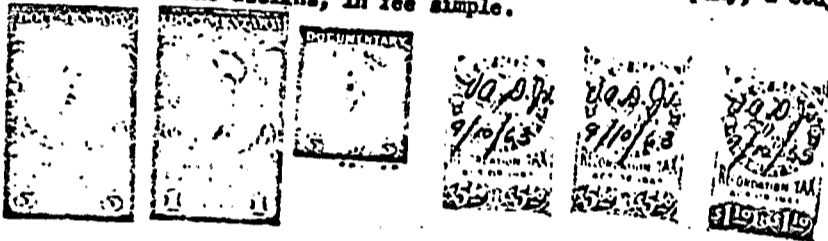
See also deed from Irma Sarah Lane, widow, of Benjamin Lane to Frank C. Harbison dated the 12th day of May, 1956, recorded among the Land Records aforesaid in Liber T.S.P. No. 29 folio 87.

Original mailed to Shantee: Rockville Land Co. - 8305 Kerry Drive  
Mail Oct - 17, 1963 Cherry Creek 15, Md.



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.

TO HAVE AND TO HOLD said lands 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 party of the second part, Rockville Land Company, a body corporate, its successors and assigns, in fee simple.



AND the said parties of the first part do

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 hereby 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:

Handwritten signatures of Grantors: Lucille Howard, Lucille Howard, Yvonne W. Zimny, Yvonne W. Zimny, Yvonne W. Zimny, Yvonne W. Zimny.

Notary signatures and seals: Frank C. Harbison (SEAL), Margaret K. Harbison (SEAL), Ann Kimball Kirkley Fischer (SEAL), Norman George Fischer (SEAL), Harold A. Kimball (SEAL), Clara G. Kimball (SEAL).

State of Pennsylvania  
County of Montgomery to wit:

I HEREBY CERTIFY, that on this 9th day of September in the year one thousand nine hundred and sixty-three before me, the subscriber, a Notary Public of the State of PENNA., in and for the County aforesaid, personally appeared Frank C. Harbison and Margaret K. Harbison, his wife, and they acknowledged the foregoing Deed to be their act.

Witness my hand and Notarial Seal.  
Joseph W. Mulholland  
JOSEPH W. MULHOLLAND, Notary Public  
NOTARY PUBLIC  
My Commission Expires Mar. 1, 1964

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

to wit:

I HEREBY CERTIFY, that on this 8<sup>th</sup> day of August, 1963, before me, the  
subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,  
personally appeared Ann Kimball Kirkloy Fischer and Norman George Fischer, her husband,  
and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

Norman W. Zandy  
NOTARY PUBLIC  
COMMISSION EXPIRES May 2, 1965  
QUEEN ANNE'S COUNTY, MARYLAND

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

to wit:

I HEREBY CERTIFY, that on this 6<sup>th</sup> day of August, 1963, before me, the  
subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,  
personally appeared Harold A. Kimball and Clara G. Kimball, his wife, and they acknowledged  
the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

Norman W. Zandy  
NOTARY PUBLIC  
COMMISSION EXPIRES May 2, 1965  
QUEEN ANNE'S COUNTY, MARYLAND

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber  
C.W.C. No. 3, folio 109, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and  
affix the seal of the Circuit Court for Queen Anne's  
County, this 11th day of September in the year nineteen  
hundred and sixty-four.



Charles W. Cecil  
Clerk

Filed Sept. 11, 1964

Well comes hereby that at the command that is the fourth day of June in  
the year Eighteen hundred and twenty seven, the following tract was brought to be  
recorded to wit:

This tract made the sixth day of May Eighteen hundred and twenty seven  
John Brock, Esq. and Maria, his wife, William B. Sigmon  
and Hannah, Esq. his wife, witnesses that in consideration of certain  
hard money and dollars and seventy five cents in the said John Brock, Esq.  
and Maria, his wife, William B. Sigmon and Hannah, Esq. his wife,  
James Lewis de great unto Nicolas A. Shipy a tract of woodland lying near  
Prospect Bay and contiguous to the woodland of Nicolas A. Shipy and John  
A. Shipy in Long Neck and containing within the following metes and bounds  
courses and distances to wit: Beginning at a stake at the north west corner  
of the land and running thence south twelve degrees west; thirty two perches,  
thence south eighty five degrees west forty five perches, thence south ten degrees  
thirty minutes west thirty three perches, thence north eighty five degrees one  
hundred and minutes purchase and two tenths of a purchase to the north  
thence with the north North Eighteen degrees East ten perches, north seven  
degrees East forty one purchase, and north nine degrees, fifteen minutes  
East sixteen purchase and four tenths of a perch, and thence North  
Eighty five degrees west, seventy seven purchase and a half perch to the  
beginning containing thirty nine acres, three rods and thirty nine per  
ches of land, and heretofore laid down for forty acres, commonly called the  
Shipy acres, witness our hands and seal

John Brock Esq.

3

John A. Shipy

3

Test case Maryland

and James Williams

of St. Marys Co.

State of Maryland James James Williams

attorney at law of Maryland James Williams

a Justice of the Peace for said State of Maryland

of Williams and Thomas M. Williams his wife and also acknowledge those

agreed to be their respective acts.

State of Maryland Baltimore City, Md. On this 19th day of May 1874 before

me the undersigned one of the Justices of the Peace of the State of Maryland

in and for the City of Baltimore personally appeared John D. Williams and

Ann D. Williams his wife and acknowledged the foregoing deed to be their

respective acts.

W. H. Hayward) J. P.

Justice of the Peace for the City of Baltimore, Md.

Witness my hand and seal of office at Baltimore, Md. this 19th day of May 1874.

John D. Williams

Ann D. Williams

James Williams

Thomas M. Williams

James Williams

James Williams

GEO. ROBINSON, Clerk  
of the Superior Court of  
Baltimore City

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

I HEREBY CERTIFY, that the foregoing is truly taken  
and copied from Liber W.A.G.H. No. 1, folio 117 a Land Record  
Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto sub-  
scribe my name and affix the seal of  
the Circuit Court for Queen Anne's  
County, this 11th day of September in  
the year nineteen hundred and sixty-  
four.

Charles W. Cecil  
Clerk

*Filed Sept. 11. 1964*

4 instruments in Liber No 3

Queen Anne's County, be it remembered that on this thirty first day of December in the Year eighteen hundred and seventy three. the following Deed was brought to be recorded, to wit;

This Deed, made this twenty second day of December in the Year eighteen hundred and seventy three. By us Nicholas B. Kirby and Frances Ann. Kirby his wife. Witnesses, that in Consideration of seven hundred and thirty five dollars. we the said Nicholas B. Kirby and Frances Ann. Kirby, his wife do grant unto John D. Kirby a lot of woodlands, being part of a lot purchased by said Nicholas B. Kirby of Charles & Wm. A. Fitzhugh. Containing less than a half acres according to the lines and boundaries now established.

Witness our hands and seals.

Test: Levi Pippin

Nicholas B. Kirby

Francis A. Kirby

State of Maryland, Queen Anne's County: To wit: On this twenty second day of December in the Year eighteen hundred and seventy three before the undersigned, a Justice of the Peace for said County and State, personally appeared Nicholas B. Kirby and Frances Ann. Kirby his wife and did each acknowledge the foregoing deed to be their respective act.

Levi Pippin J.P.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber J.W. No. 4, folio 342, a Land Record Book for Queen Anne's County,.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 11th day of September in the year nineteen hundred and sixty-four.

Charles W. Cecil

Clerk

Filed Sept 11, 1969

*6* Compliments Exhibit No 4

#23,444.

QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the Twenty Eighth day of September, in the year nineteen hundred and forty five, the following Deed was brought to be recorded, to wit:-

One-Fifty Cent and One-Five Cent Int. Rev. Stamps. Endorsed H C B 9/28/45

Two-Twenty Cent Recordation Tax Stamps. Endorsed H C B 9/28/45

THIS DEED, made this 4th day of August, in the year nineteen hundred and forty-five, by and between William Henry Reese and Catherine E. Reese, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and William Benjamin Lane and Irma Sarah Lane, his wife, of Queen Anne's County aforesaid, parties of the second part;

WITNESSETH, that for and in consideration of the sum of Five (\$5.00) Dollars and other valuable considerations, the receipts of which are hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

All that lot or parcel of woodland situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Perry's Corner to Prospect Bay Farm, adjoining the Cooley property, not the property of John N. Kienle on the left and in the rear and also adjoining the Edwin S. Kirby property (formerly the Nicholas Kirby lands) and containing 17-1/2 acres of land, more or less; being the same land which was granted and conveyed unto Milton Horney and Hattie Horney, his wife, as tenants by the entireties, by Frank S. Dudley and wife, by deed bearing date 2nd day of January 1931 and recorded in Liber B. H. T. No. 12, folio 267, a land record book for Queen Anne's County aforesaid, the said Milton Horney having departed this life on the 8th day of September 1935 and being the same land granted and conveyed by Hattie L. Horney unto John H. Reese and W. Henry

Reese, as tenants in common, by deed bearing date the 28th day of December 1935 and recorded in Liber W. H. C. No. 2-A, folio 287, a land record book for Queen Anne's County aforesaid, and being the same land which John H. Reese by Item 1 of his last will and testament dated June 29, 1940 and recorded in Liber N. S. D. No. 1, folio 283, a will record book for Queen Anne's County, by Item 1 of said will did give and devise his portion of said land unto his wife, Mamie Reese for life and at her death unto his son, William Henry Reese, said Mamie Reese having departed this life prior to the execution of this deed.

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

TO HAVE and TO HOLD the said lot or parcel of woodland and premises, unto and to the use of the said parties of the second part, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said parties of the first part do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; 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 Grantors).

WILLIAM HENRY REESE (SEAL)  
William Henry Reese

CATHERINE E. REESE (SEAL)  
Catherine E. Reese

SARA E. CONLON  
Sara E. Conlon



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

I HEREBY CERTIFY that on this 4th day of August, in the year nineteen hundred and forty-five, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William Henry Reese and Catherine E. Reese, his wife, and each acknowledged the a-foregoing DEED to be their respective act.

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

SARA E. CONLON  
Sara E. Conlon,  
Notary Public.

My commission expires: May 5, 1947

Notary  
Public  
Seal

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber A.S.G.Jr. No. 12, folio 76, a Land Record Book for Queen Anne's County.

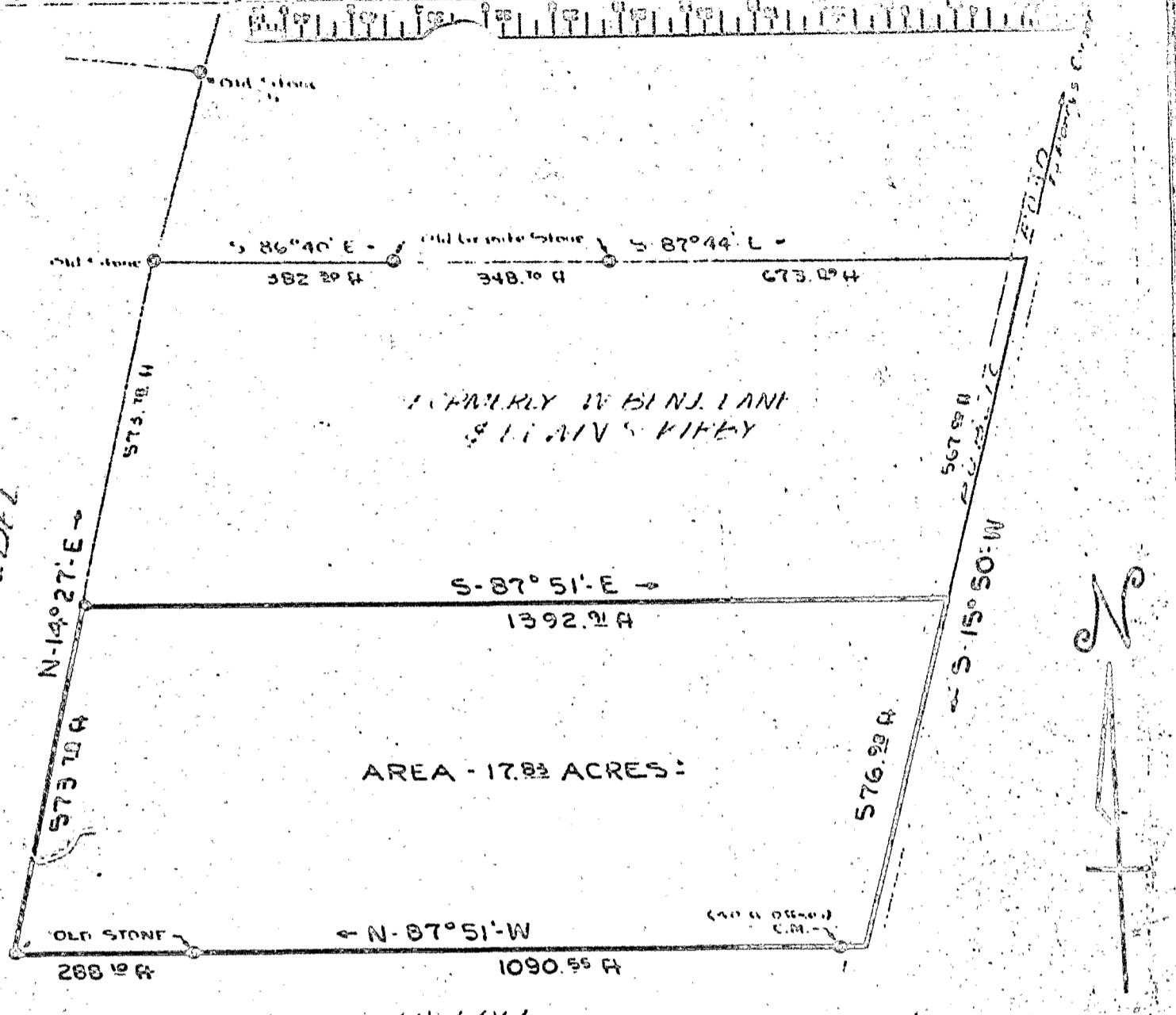
IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 11th day of September in the year nineteen hundred and sixty-four.



Charles W. Reed  
Clerk

*Filed Sept. 11, 1964*

6  
Complement's Esh



REF. ASG Jr. 12 - 76

PLAT OF SURVEY  
SHOWING

SURVEY BY  
*Walter E. Woodford Jr.*  
 Walter E. Woodford, Jr.  
 Centreville Maryland  
 Registered Surveyor #2568

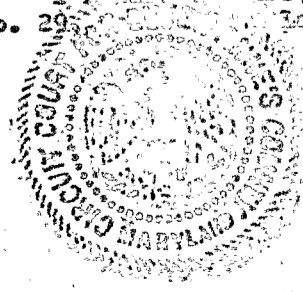
A PARCEL OF WOODLAND  
 PURCHASED BY  
**ROBERT KIRKLEY**

SITUATE NEAR GRASONVILLE, IN PINEY NECK AREA  
 IN FIFTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY  
 MARYLAND

SCALE 1 INCH = 200 FEET  
 JUNE 1956

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

No. 26-1 I certify, that the foregoing is truly taken and copied from Liber T.S.P. Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 11th day of September in the year nineteen hundred and sixty-four.

*Charles W. Cecil*  
 Clerk  
 Filed Sept. 11, 1964

*Compliments Exhibit No 6*

*7*

Queen Anne's County, to wit: Be it remembered, that on the Twelfth day of August in the year One Thousand eight hundred and ninety eight, the following Deed was brought to be recorded, to wit:

This Deed, made this thirteenth day of April one Thousand eight hundred and ninety eight (1898), Witnesseth - That whereas Nicholas B. Kirby departed this life seized and possessed of certain real estate, situate in the fifth election District of Queen Anne's County, Maryland, And whereas the said Nicholas B. Kirby, died intestate and leaving as his sole surviving representative and heir at law S. Edward Kirby; Now therefore S. Edward Kirby and Sadie A. Kirby, his wife, for and in consideration of one dollar the receipt of which is hereby acknowledged and other good and valuable, considerations, do grant and convey unto Charley Brown his heirs and assigns, All that lot or parcel of land, situate in the County aforesaid in Pinoy Neck, on the west side of the public road leading from Perry's Corner to Prospect Bay - Beginning on said public road at a point sixty feet from the Harrison property and running with said road to the Harrison property, and then with the Harrison property one hundred and sixty feet, thence in a Northorly direction ninety feet, thence in an Easterly direction to the aforesaid road to the place of beginning. The above described lot being part of a tract of land known as the "Forty Acres", or by whatsoever name it may be known - being the same tract or parcel of land described in a deed from Charles H. Tilghman and Nannie M. Tilghman, his wife, William B. Tilghman and Harriet E. Tilghman, his wife, bearing date the sixteenth day of May one Thousand eight hundred and seventy four, and recorded in Liber W.A.G.H. 1, fol. 117, a Land Record Book for Queen Anne's County, and the said S. Edward Kirby, and Sallie A. Kirby, do specially warrant the title to the within described property.

WITNESS our hands and seals

Witness to the signature of  
S. Edward Kirby & Sadie A. Kirby  
Witness: R. Mildred Mitchell  
M. Ella Mitchell

S. E. Kirby (SEAL)  
SADIE A. KIRBY (SEAL)

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this 12<sup>th</sup> day of May, Eighteen hundred and ninety eight, before the subscriber, a Justice of the Peace for Queen Anne's County, personally appeared S. Edward Kirby and Sallie A. Kirby, his wife, and did each acknowledge the foregoing Deed to be their respective act.

W. H. Brown, J. P.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber W.H.C. No. 8, folio 188, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 11th day of September in the year nineteen hundred and sixty-four.

*Charles W. Cecil*  
Clerk

*Filed Sept. 11. 1964*

Complements Exhibit No 7

# 31,728

DATE 29 JUL 56

RECEIVED FOR RECORD July 10, 1956

This Deed made this 12th day of May

in the year one thousand nine hundred and FIFTY SIX by and between

IRMA SARAH LANE, widow lady, of the County of Baltimore, State of New Jersey, party of the first part, and FRANK C. HARBISON and MARGARET HARBISON, his wife, of the County of Delaware, State of Pennsylvania, parties of the second part;

WITNESSETH: that for and in consideration of the sum of Eight Hundred Dollars (\$800.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part, Irma Sarah Lane, does hereby grant and convey unto the parties of the second part, Frank C. Harbison and Margaret Harbison, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, all that tract or parcel of land more particularly described as follows, to wit:

ALL that tract or parcel of woodland, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the westerly side of the public road from Perry's Corner into Piney Neck and Greenwood Hall Farm of W. Edwin Crouch, adjoining the property of, or formerly of, John S. Laughlin, and others, and more particularly described by metes and bounds, courses and distances according to a plat and survey thereof by Walter E. Woodford, Jr., registered surveyor, dated the day of May, 1956, as follows, to wit:

All that lot or parcel of land situate, lying and being in Piney Neck, in the Fifth Election District of Queen Anne's County, State of Maryland, on the west side of the public road from Perry's Corner to Greenwood Creek, bounded on the south and west by the lands of John W. Edel, on the north by the lands of Irma Sarah Lane, being parcel No. 2 herein, on the east by the public road, and described as follows, to wit:

BEGINNING at a point in the center of the public road from Perry's Corner to Greenwood Creek, said point being the southeast corner of the lands herein contained and a corner of said lands with lands of John W. Edel, and running thence with lands of John W. Edel north eighty-seven degrees fifty-one minutes west (N 87° 51' W) a distance of one thousand ninety and fifty-five one-hundredths (1090.55) feet to a stone, thence along the same course and with the same bounds a distance of two hundred eighty-eight and ten one-hundredths (288.10) feet to a stone; thence turning and running still with Edel lands north thirteen degrees forty-two minutes east (N 13° 42' E) a distance of five hundred seventy-three and seventy-eight one hundredths (573.78) feet to the lands of Irma Sarah Lane (formerly of Benjamin Lane and formerly of Phillip T. Davidson) being parcel two herein (formerly of Edwin S. Kirby), thence turning and running with said Parcel No. 2 south eighty-seven degrees fifty-one minutes east (S 87° 51' E) a distance of one thousand three hundred ninety-two and ninety-two one hundredths (1392.91) feet to the center of the aforementioned public road, thence turning and running with the center of said road south fifteen degrees fifty minutes west (S 15° 50' W) a distance of five hundred seventy-six and ninety-eight one hundredths (576.98) to the place of beginning and containing 17.83 acres of land, more or less.

BEING all the same lands conveyed unto William Benjamin Lane and Irma Sarah Lane, his wife, by deed from William Henry Reese and Catherine E. Reese, his wife, dated the 4th day of August, 1945, and recorded as in the Land Records of Queen Anne's County in Liber A.S.C. Jr. No. 12 folio 76.

BEING ALL that property fifthly described in a deed from Donald George Bishop and Sarah Anne Bishop, his wife, unto William Benjamin Lane and Irma Sarah Lane, his wife, dated the 23rd day of July, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 12 folio 467, the said William Benjamin Lane having departed this life prior hereto vesting title to the same in his wife, Irma Sarah Lane, the survivor.



Parcel No. 2:

All that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the west side of the public road from Perry's Corner to Greenwood Creek, bounded on the south by Parcel No. 1, on the west and north by the lands of John W. Edel, on the east by said public road, being the lands of W. Benjamin Lane (formerly of Edwin S. Kirby and Nicholas Kirby) and more particularly described according to a survey by Walter E. Woodford, Jr., registered surveyor, dated the day of May, 1956, as follows, to wit:

Beginning at a point in the center of the public road from Perry's Corner to Greenwood Creek said point being the southeast corner of the lands herein contained and a corner of Parcel No. 1, and running thence with said parcel no. 1 (formerly the lands of Henry Reese) north eighty-seven degrees fifty-one minutes west (N 87° 51' W) a distance of one thousand three hundred ninety-two and ninety-one one hundredths feet (1392.91') to the laws of John W. Edel, thence turning and running with the Edel lands north fourteen degrees twenty-seven minutes east (N 14° 27' E) a distance of five hundred seventy-three and seventy-eight one-hundredths feet (573.78') to an old stone, thence turning and running still with said Edel lands south eighty-six degrees forty minutes east (S 86° 40' E) a distance of three hundred eighty-two and thirty one-hundredths feet (382.30') to a granite stone, thence still with said Edel lands south eighty-seven degrees forty-four minutes east (S 87° 44' E) a distance of one thousand twenty-two and fifty-nine one hundredths feet (1022.59') to the center of the aforementioned public road, thence turning and running with the center of said road south fifteen degrees fifty minutes west (S 15° 50' W) a distance of five hundred sixty-seven and no one-hundredths feet (567.00') to the point of beginning, and containing 17.77 acres of land, more or less.

The above described tract of land was [redacted] omitted from the deed of the "William Benjamin Lane Farm" to Robert Kirkley, et. al., from Irma Sarah Lane, widow, dated November 2, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 13 folio 140, said woodland being a comprising part of said farm as conveyed by Eddie A. Kirby, et. al., to M. Madeline Davidson, dated the 5th day of January, 1915, and recorded among the Land Records aforesaid in Liber W.F.W. No. 7 folio 31. Said woodland has been claimed by and used by the said M. Madeline Davidson and her successors in title that fact date until the present time.

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.

TO HAVE AND TO HOLD said lands 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 parties of the second part, Frank C. Harbison and Margaret Harbison, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said party of the first part, Irma Sarah Lane,

does hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor

TEST:

John J. Fischer, Irma Sarah Lane (SEAL), (SEAL), (SEAL), (SEAL)

STATE OF New Jersey to wit: COUNTY OF Camden

I HEREBY CERTIFY, that on this 12th day of May in the year one thousand nine hundred and fifty six before me, the subscriber a Notary Public of the State of New Jersey, in and for the County aforesaid, personally appeared Irma Sarah Lane, widow, and she acknowledged the foregoing Deed to be her act.

Witness my hand and Notarial seal.



NOTARY PUBLIC OF N. J. My Commission Expires Jan. 15, 1957

John J. Fischer, Notary Public

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit: I HEREBY CERTIFY, that the aforesgoing is truly taken and copied from Liber T.S.P. No. 29, folio 87, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 11th day of September in the year nineteen hundred and sixty-

Filed Sept. 11, 1966 Charles W. Cecil

Complement Exhibit No. 8

Chy 4655



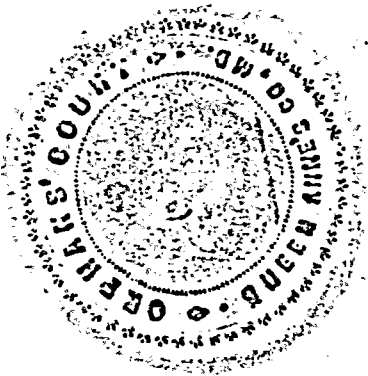
# The State of Maryland,

Queen Anne's County, Scit

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that *LETTERS OF ADMINISTRATION* of all the goods, chattels, credits and personal estate of Sadie E. Kirby

\_\_\_\_\_, late of Queen Anne's County, deceased, were on the 13th day of February in the year of our Lord one thousand nine hundred and ~~25~~ twenty-three granted and committed unto Samuel E. Kirby

who was \_\_\_\_\_ then and there appointed ADMINISTRATOR of \_\_\_\_\_ of the said deceased, and that said letters are at this date in full force and effect.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the

Seal of my office, this 11th day of September in the year of our Lord, nineteen hundred and sixty-four.

Test:

Dorothy E. Crowley  
Register of Wills for Queen Anne's County

Form 30

Filed Sept. 11, 1944

LIBER

4 PAGE 271

ROCKVILLE LAND COMPANY  
a body corporate of the  
State of Maryland

Plaintiff

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

vs.

IN EQUITY

No. 4655

10

THE UNKNOWN HEIRS OF NICHOLAS KIRBY, DECEASED  
THE UNKNOWN HEIRS OF SAMUEL EDWARD KIRBY, DECEASED  
THE UNKNOWN HEIRS OF SADIE A. KIRBY, DECEASED  
THE UNKNOWN HEIRS OF CHARLEY BROWN,  
AND ALL OTHER PERSONS, KNOWN OR UNKNOWN,  
THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR  
ASSIGNS, CLAIMING ANY RIGHT, TITLE, INTEREST,  
ESTATE, ENCUMBRANCE OR LIEN IN THE REAL ESTATE  
MENTIONED IN THESE PROCEEDINGS ADVERSE TO THE  
OWNERSHIP OF THE PLAINTIFF

Defendants

\* \* \* \* \*

ORDER OF PUBLICATION

The object of the Bill of Complaint filed in the above entitled cause is to quiet title to the following parcels of land, to wit:

All these two tracts or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the westerly side of the Piney Neck Public Road, and more particularly described by notes and bounds, courses and distances, according to a plat and survey thereof by Walter E. Woodford, Jr., registered surveyor, dated June, 1936, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 29 folio 90, as follows, to wit:

PARCEL NO. 1

BEGINNING at a point in the center of the public road from Perry's Corner to Greenwood Creek, said point being the southeast corner of lands herein contained and a corner of said lands with land formerly of W. Benj. Lane and/or Henry Reese, and running thence with said former Reese lands North 87° 51' West a distance of 1392.91 feet to the lands of John W. Edol; thence turning and running with the Edol lands, North 14° 27' East a distance of 573.78 feet to an old stone; thence turning and running still with Edol lands, South 86° 40' East a distance of 302.39 feet to a granite stone; thence still with Edol lands South 87° 44' East a distance of 1022.59 feet to the center of the aforementioned public road; thence turning and running with the center of said road, South 15° 50' West a distance of 567.69 feet to the point of beginning, containing 17.77 acres, more or less.

PARCEL NO. 2

BEGINNING at a point in the center of the public road from Perry's Corner to Greenwood Creek, said point being the southeast corner of lands herein contained and a corner of said lands with lands of John W. Edol, and running thence with lands of John W. Edol North 87° 51' West a distance of 1090.55 feet to a stone; thence along the same course and with the same bound a distance of 288.10 feet to a stone; thence turning and running still with Edol lands, North 13° 42' East a distance of 573.78 feet to lands of, or formerly of, W. Benj. Lane (once Edwin S. Kirby); thence turning and running with said Lane lands, South 87° 51' East a distance of 1392.91 feet to the center of the aforementioned public road; thence turning and running with center of said road, South 15° 50' West a distance of 576.98 feet to the point of beginning, containing 17.83 acres, more or less.



BEING all the same lands conveyed by Frank C. Harbison, et. ux., unto the Rockville Land Company by deed dated the 9th day of September, 1963, recorded among the Land Records of Queen Anna's County in Liber C.W.C. No. folio .

**The Bill of Complaint further states:**

1. That Nicholas Kirby, owner of a farm or tract of land in the Fifth Election District known as "Campers or Campus" acquired title to a parcel of woodland by deed from Charles H. Tilghman, et. al., dated May 16, 1874, recorded among the Land Records of Queen Anna's County in Liber W.A.G.H. No. 1 folio 117, and thereafter conveyed a portion thereof to (a) Sarah Emily Cowley, et. al., (containing 8 acres, more or less) by deed dated September 28, 1872, recorded in Liber J.W. No. 4 folio 238, and (b) to John D. Kirby by deed containing only a brief general description dated the 22nd day of December, 1873, recorded among the Land Records aforesaid in Liber J.W. No. 4 folio 342, containing 17 1/2 acres, more or less, and whose successors in title claimed and used the northerly portion or one-half of said lands.
2. That the remaining portion of said woodlands, and the farm known as "Campers or Campus" became vested on the death, intestate, of Nicholas Kirby prior to 1898, in Samuel Edward Kirby, his only son and heir at law; and that Samuel Edward Kirby and Sadie A. Kirby, his wife, purposed to convey a portion of said woodlands unto one Charley Brown by deed dated the 13th day of April, 1898, recorded among the Land Records aforesaid in Liber W.H.C. No. 8 folio 182, the location of said lands being unknown, and no evidence of ownership thereover having been exercised for over fifty years.
3. That by mesne conveyances, the John D. Kirby portion of said woodlands and the farm known as "Campers or Campus" became vested in Benjamin W. Lane and Irma Sarah Lane, his wife, but that no conveyance specifically conveying the Nicholas Kirby remaining woodland is found except for the deed to Frank C. Harbison, et. ux., by Irma Sarah Lane, widow, dated May 12, 1956, recorded among the Land Records aforesaid in Liber T.S.P. No. 29 folio 87.
4. That the remaining portion of said Nicholas Kirby woodlands was considered as a part of the farm known as "Campers or Campus" by the various owners thereof who used and possessed the same as a part of said farm in an open, continuous, and notorious manner, hostile and adverse to the claims of others, from 1915 to the present time.
5. That Sadie E. Kirby died intestate ~~on~~ <sup>in</sup> 1923, survived by Samuel Edward Kirby, her husband, and sole heir at law, and that Samuel Edward Kirby died intestate prior to 1940, without children, descendants, or heirs surviving him.
6. That the Plaintiff is in actual peaceful possession of said lands (which are vacant and unoccupied) by virtue of the aforesaid deed; and that the Plaintiff has no adequate remedy at law or otherwise than in a Court of Equity.

**WHEREFORE the Plaintiff prays:**

1. That this Court pass a final order declaring that the title of the Plaintiff to the aforesaid real property has been established, and that the Plaintiff may, by decree of this Honorable Court be made the absolute owner of said land, having the perfect right to absolute disposition of the same against the defendants in this suit and all persons whomsoever.
2. That an order be passed for publication of notice requiring all persons claiming any interest in the woodland property above described appear before this Honorable Court to be held at a time and place to be therein specified, to show cause, if any they have, why they should not be forever barred from maintaining any action or proceeding for the recovery of the said real property.

3. That this Honorable Court pass an order appointing some suitable person within the jurisdiction of this Honorable Court as Guardian Ad Litem for all other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Plaintiff's complaint adverse to the interest or ownership of the Plaintiff, and all unknown heirs of Nicholas Kirby, Sadie A. Kirby or Samuel E. Kirby, late of Queen Anne's County with instructions to such Guardian Ad Litem to answer and defend the suit instituted against said parties by the Bill of Complaint filed in the above entitled cause.

4. And for such other and further relief as the cause of the Plaintiff may require.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County this 11<sup>th</sup> day of September 1964, that the Plaintiff, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, Maryland, once a week in each of four successive weeks before the 16<sup>th</sup> day of October, 1964, shall give notice to the defendants, the unknown heirs of Nicholas Kirby, Samuel Edward Kirby, Sadie A. Kirby and Charley Brown, and all other persons, known or unknown, their heirs, executors, administrators or assigns, claiming any right, title, interest, estate, encumbrance or lien in the real estate mentioned in these proceedings adverse to the ownership of the Plaintiff, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County on or before the 16<sup>th</sup> day of November, 1964, and file his answer or other defense in the Clerk's Office of said Court at Centreville, Queen Anne's County, Maryland, within fifteen (15) days thereafter; otherwise a decree pro confessor and/or final decree may be entered for the relief demanded by the Plaintiff.

Charles W. Cecil  
Clerk

*Filed Sept. 11. 1964*

ROCKVILLE LAND COMPANY  
a body corporate  
of the State of Maryland  
Plaintiff

vs.  
THE UNKNOWN HEIRS OF  
NICHOLAS KIRBY, DECEASED  
THE UNKNOWN HEIRS OF  
SAMUEL EDWARD KIRBY, DE-  
CEASED

THE UNKNOWN HEIRS OF  
SADIE A. KIRBY, DECEASED  
THE UNKNOWN HEIRS OF  
CHARLEY BROWN,  
AND ALL OTHER PERSONS,  
KNOWN OR UNKNOWN, THEIR  
HEIRS, EXECUTORS, ADMINI-  
STRATORS OR ASSIGNS, CLAIM-  
ING ANY RIGHT, TITLE, INTER-  
EST, ESTATE, ENCUMBRANCE  
OR LIEN IN THE REAL ESTATE  
MENTIONED IN THESE PRO-  
CEEDINGS ADVERSE TO THE  
OWNERSHIP OF THE PLAINTIFF  
Defendants

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

No. 4655.

### Order Of Publication

The object of the Bill of Com-  
plaint filed in the above entitled  
cause is to quiet title to the follow-  
ing parcels of land, to wit:

ALL those two tracts or parcels of  
land situate, lying and being in the  
Fifth Election District of Queen  
Anne's County, State of Maryland, on  
the westerly side of the Piney Neck  
Public Road, and more particularly  
described by metes and bounds, cours-  
es and distances, according to a plat  
and survey thereof by Walter E.  
Woodford, Jr., registered surveyor,  
dated June, 1956, recorded among the  
Land Records of Queen Anne's  
County in Liber T.S.P. No. 29, folio  
90, as follows, to wit:

#### PARCEL NO. 1

BEGINNING at a point in the  
center of the public road from Per-  
ry's Corner to Greenwood Creek,  
said point being the southeast corner  
of lands herein contained and a cor-  
ner of said lands with land formerly  
of W. Benj. Lane and/or Henry  
Reese, and running thence with said  
former Reese lands North 87° 51'  
West a distance of 1392.91 feet to the  
lands of John W. Edel; thence turn-  
ing and running with the Edel lands,  
North 14° 27' East a distance of  
573.78 feet to an old stone; thence  
turning and running still with Edel  
lands, South 86° 40' East a distance  
of 382.30 feet to a granite stone;  
thence still with Edel Lands South  
37° 44' East a distance of 1022.59  
feet to the center of the aforementio-  
ned public road; thence turning and  
running with the center of said road,  
South 15° 50' West a distance of  
567.00 feet to the point of beginning,  
containing 17.77 acres, more or less.

#### PARCEL NO. 2

BEGINNING at a point in the  
center of the public road from Per-  
ry's Corner to Greenwood Creek, said  
point being the southeast corner of  
lands herein contained and a corner  
of said lands with lands of John W.  
Edel, and running thence with lands  
of John W. Edel North 87° 51' West  
a distance of 1090.55 feet to a stone;  
thence along the same course and  
with the same bound a distance of  
288.10 feet to a stone; thence turning  
and running still with Edel lands,  
North 13° 42' East a distance of  
573.78 feet to lands of, or formerly  
of, W. Benj. Lane (once Edwin S.  
Kirby); thence turning and running  
with said Lane lands, South 87° 51'  
East a distance of 1392.91 feet to the  
center of the aforementioned public  
road; thence turning and running with  
center of said road, South 15° 50'  
West a distance of 576.98 feet to the

point of beginning, containing 17.83 acres, more or less.

BEING all the same lands conveyed by Frank C. Harbison, et. ux., unto the Rockville Land Company by deed dated the 9th day of September, 1963, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. folio

The Bill of Complaint further states:

1. That Nicholas Kirby, owner of a farm or tract of land in the Fifth Election District known as "Campers or Campus" acquired title to a parcel of woodland by deed from Charles H. Tilghman, et. al., dated May 16, 1874, recorded among the Land Records of Queen Anne's County in Liber W.A.G.H. No. 1 folio 117, and thereafter conveyed a portion thereof to (a) Sarah Emily Cowley, et. al., (containing 8 acres, more or less) by deed dated September 28, 1872, recorded in Liber J.W. No. 4 folio 238, and (b) to John D. Kirby by deed containing only a brief general description dated the 22nd day of December, 1873, recorded among the Land Records aforesaid in Liber J.W. No. 4 folio 342, containing 17½ acres, more or less, and whose successors in title claimed and used the northerly portion or one-half of said lands.

2. That the remaining portion of said woodlands, and the farm known as "Campers or Campus" became vested on the death, intestate, of Nicholas Kirby prior to 1898, in Samuel Edward Kirby, his only son and heir at law; and that Samuel Edward Kirby and Sadie A. Kirby, his wife, purposed to convey a portion of said woodlands unto one Charley Brown by deed dated the 13th day of April, 1898, recorded among the Land Records aforesaid in Liber W.H.C. No. 8 folio 188, the location of said lands being unknown, and no evidence of ownership thereover having been exercised for over fifty years.

3. That by mesne conveyances, the John D. Kirby portion of said woodlands and the farm known as "Campers or Campus" became vested in Benjamin W. Lane and Irma Sarah Lane, his wife, but that no conveyance specifically conveying the Nicholas Kirby remaining woodland is found except for the deed to Frank C. Harbison, et. ux., by Irma Sarah Lane, widow, dated May 12, 1956, recorded among the Land Records aforesaid in Liber T.S.P. No. 29 folio 87.

4. That the remaining portion of said Nicholas Kirby woodlands was considered as a part of the farm known as "Campers or Campus" by the various owners thereof who used and possessed the same as a part of said farm in an open, continuous, and notorious manner, hostile and adverse to the claims of others, from 1915 to the present time.

5. That Sadie E. Kirby died intestate in 1923, survived by Samuel Edward Kirby, her husband, and sole heir at law, and that Samuel Edward Kirby died intestate prior to 1940, without children, descendants, or heirs surviving him.

6. That the Plaintiff is in actual peaceful possession of said lands (which are vacant and unoccupied) by virtue of the aforesaid deed; and that the Plaintiff has no adequate remedy at law or otherwise than in a Court of Equity.

WHEREFORE the Plaintiff prays:

1. That this Court pass a final order declaring that the title of the Plaintiff to the aforesaid real property has been established, and that the Plaintiff may, by decree of this Honorable Court be made the absolute owner of said land, having the perfect right to absolute disposition of the same against the defendants in this suit and all persons whomsoever.

2. That an order be passed for

publication of notice requiring all persons claiming any interest in the woodland property above described appear before this Honorable Court to be held at a time and place to be therein specified, to show cause, if any they have, why they should not be forever barred from maintaining any action or proceeding for the recovery of the said real property.

3. That this Honorable Court pass an order appointing some suitable person within the jurisdiction of this Honorable Court as Guardian Ad Litem for all other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Plaintiff's complaint adverse to the interest or ownership of the Plaintiff, and all unknown heirs of Nicholas Kirby, Sadie A. Kirby or Samuel E. Kirby, late of Queen Anne's County with instructions to such Guardian Ad Litem to answer and defend the suit instituted against said parties by the Bill of Complaint filed in the above entitled cause.

4. And for such other and further relief as the cause of the Plaintiff may require.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County this 11th day of September, 1964, that the Plaintiff, by causing a copy of this Order to be in Queen Anne's County, Maryland, once a week in each of four successive weeks before the 16th day of October, 1964, shall give notice to the defendants the unknown heirs of Nicholas Kirby, Samuel Edward Kirby, Sadie A. Kirby and Charley Brown, and all other persons, known or unknown, their heirs, executors, administrators or assigns, claiming any right, title, interest, estate, encumbrance or lien in the real estate mentioned in these proceedings adverse to the ownership of the Plaintiff, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County on or before the 16th day of November, 1964, and file his answer or other defense in the Clerk's Office of said Court at Centreville, Queen Anne's County, Maryland, within fifteen (15) days thereafter; otherwise a decree pro confessor and/or final decree may be entered for the relief demanded by the Plaintiff.

CHARLES W. GECIL, Clerk

Filed Sept. 11, 1964

True Copy

Test: CHARLES W. GECIL, Clerk  
4t-10-8

11  
Queen Anne's Record-Observer

Centreville, Md. October 5, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of Publication #4655

in the ~~case~~/estate of Nicholas Kirby, Samuel Edward Kirby  
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 4 successive weeks before the 16 day of OCTOBER, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17 day of Sept 1964, and the last insertion on the 8 day of October, 1964

THE RECORD-OBSERVER CORPORATION

By Mary L. Walters

Filed Oct. 22. 1964

12

ROCKVILLE LAND COMPANY	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
THE UNKNOWN HEIRS OF	*	NO. 4655
NICHOLAS KIRBY, DECEASED, ET. AL.	*	

\*\*\*\*\*

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Rockville Land Company, plaintiff, by Vachel A. Downes, Jr., its solicitor, respectfully represents:

1. That the defendants, to wit: the unknown heirs of Nicholas Kirby, deceased, the unknown heirs of Samuel Edward Kirby, deceased, the unknown heirs of Sadie A. Kirby, deceased, the unknown heirs of Charley Brown, and all other persons known or unknown, their heirs, executors, administrators, or assigns, claiming any right, title, interest, estate, encumbrance or lien in the real estate mentioned in these proceedings adverse to the ownership of the plaintiff, and all other persons, their heirs, executors and administrators who could claim any interest in the real estate mentioned in these proceedings or who could claim or hold a lien or encumbrance on the real estate mentioned in these proceedings, have been duly served, summoned to appear, answer and defend in this cause, as evidenced by the Order of Publication issued in this cause and the Certificate of Publication of the same by the Queen Anne's Record-Observer, filed in this cause.

2. That although the time allowed by said Order of Publication to the defendants to answer and defend in this cause has long since past, the defendants have failed to enter their appearances, in either by person or by solicitor, and have not filed any pleadings herein.

3. That your Petitioners are advised and therefore alleged that they have a right to secure a Decree Pro Confesso against the defendants, and to have the papers submitted to one of the examiners of this Court so that your Petitioners may offer testimony in support of the allegations in the Bill of Complaint.

TO THE END, THEREFORE,

1. That a Decree Pro Confesso be granted by this Honorable Court against the unknown heirs of Nicholas Kirby, deceased, the unknown heirs of Samuel Edward Kirby, deceased, the unknown heirs of Sadie A. Kirby, deceased, the unknown heirs of Charley Brown, and all person, known or unknown, their heirs, executors, administrators or assigns, claiming any right, title, interest, estate, encumbrance or lien in the real estate mentioned in these proceedings adverse to the ownership of the plaintiff, being the defendants.

2. That the papers in said cause may be submitted to one of the standing examiners of this Court so that your Petitioners may take testimony in support of the allegations in the Bill of Complaint.

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

AND AS IN DUTY BOUND, ETC.

*Vachel A. Downes, Jr.*  
 \_\_\_\_\_  
 Vachel A. Downes, Jr., Solicitor for  
 The Plaintiff

*Filed Sept. 8. 1966*

12

ROCKVILLE LAND COMPANY

\*

IN THE CIRCUIT COURT

VS.

\*

FOR

\*

QUEEN ANNE'S COUNTY

THE UNKNOWN HEIRS OF

\*

IN EQUITY

NICHOLAS KIRBY, DECEASED, ET. AL.

\*

NO. 4655

\*\*\*\*\*

PETITION FOR APPOINTMENT

OF

SPECIAL EXAMINER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Rockville Land Company, by Vachel A. Downes, Jr., its solicitor, respectfully represents:

1. That a Decree Pro Confesso has been granted by this Honorable Court against the defendants in this cause and leave has been granted to the plaintiff to take testimony before one of standing examiners of this Court to support the allegations of the Bill of Complaint against the Defendants named in said Decree Pro Confesso.

2. That the solicitor for your Petitioner is one of the two standing examiners of this Honorable Court and as such is disqualified for the purpose of taking testimony herein.

3. That B. Hackett Turner, Jr., the other standing examiner of this Honorable Court, is likewise disqualified for the taking of testimony in this cause by reason of a possible conflict of interest therein.

WHEREFORE, your Petitioner prays this Honorable Court to pass an order appointing James E. Thompson, Jr., as special examiner for the purpose of taking testimony in this cause.

AND AS IN DUTY BOUND, ETC.

*Vachel A. Downes, Jr.*  
Vachel A. Downes, Jr.  
Solicitor for Plaintiff

*Filed Sept. 8. 1966*

ORDER OF COURT

14

The foregoing Petition having been read and considered, and it appearing that the defendants, the unknown heirs of Nicholas Kirby, deceased, the unknown heirs of Samuel Edward Kirby, deceased, the unknown heirs of Sadie A. Kirby, deceased, the unknown heirs of Charley Brown, and all persons known or unknown, their heirs, executors, administrators or assigns, claiming any right, title, interest, estate, encumbrance or lien in the real estate mentioned in these proceedings adverse to the ownership of the plaintiff being the defendants, have been duly summoned and failed to appear, either in person or by solicitor, to answer to the Bill of Complaint filed herein; IT IS THEREUPON, this 8<sup>th</sup> day of September, 1966, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that the plaintiff is entitled to relief in the premises and that the Bill of Complaint be, and the same is hereby taken pro confesso against the defendants, the unknown heirs of Nicholas Kirby, deceased, the unknown heirs of Samuel Edward Kirby, deceased, the unknown heirs of Sadie A. Kirby, deceased, the unknown heirs of Charley Brown and all other persons known or unknown, their heirs, executors, administrators or assigns, claiming any right, title, interest, estate, encumbrance or lien in the real estate mentioned in these proceedings adverse to the ownership of the plaintiff; but because it does not certainly appear to what relief the plaintiff is entitled, it is further ordered and adjudged that leave be granted to the plaintiff to take testimony before one of the standing examiners of this Court to support the allegations of the Bill of Complaint against those defendants above named, <sup>whom</sup> this Decree Pro Confesso is granted.

Thos J. Keating Jr  
JUDGE

Filed Sept. 8. 1966



ORDER

15

Upon the foregoing Petition, it is ORDERED this 8<sup>th</sup> day of September 1966, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, James E. Thompson, Jr., be and he is hereby appointed Special Examiner for the purpose of taking testimony in this cause, and said Special Examiner shall thereafter report such testimony as he may take to this Court in form usual and customary.

*James E. Thompson, Jr.*  
JUDGE

*Filed Sept. 8. 1966*

4 1966 273

ROCKVILLE LAND COMPANY

IN THE CIRCUIT COURT

VS.

FOR

QUEEN ANNE'S COUNTY

THE UNKNOWN HEIRS OF  
NICHOLAS KIRBY, DECEASED  
ET. AL.

IN EQUITY

NO. 4655

\*\*\*\*\*

MOTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Motion of Rockville Land Company, the Plaintiff, by Vachel A. Downes, Jr., solicitor, respectfully represents:

1. That by an order of your Honorable Court, dated the 8th day of September, 1966, a Decree Pro Confesso was granted unto the Plaintiff in this cause.

2. That the matter has not been promptly brought to a conclusion by reason of the inability of the Plaintiff to locate witnesses having knowledge of the allegations in the Bill of Complaint or having occurred many years ago.

3. That within the past three (3) weeks the Plaintiff has located certain witnesses who purport to have knowledge of the facts alleged and who have indicated a willingness to testify in this cause.

WHEREFORE, Rockville Land Company moves this Honorable Court to suspend the operation of Rule 530 of the Maryland Rules of Procedure and to permit the Plaintiff a reasonable time to substantiate the allegations of the Bill of Complaint and to bring this cause to a proper conclusion.

AND AS IN DUTY BOUND, ETC.

*Vachel A. Downes, Jr.*  
Vachel A. Downes, Jr.  
Solicitor for Plaintiff

*Filed April 16, 1968*

ORDER

The foregoing Motion having been read and considered, it is hereby ordered this 17<sup>th</sup> day of April, 1968, by the Circuit Court for Queen Anne's County, In Equity, under and by virtue of the authority vested in it by Rule 530 (c) of the Maryland Rules of Procedure that the operation of Rule 530 aforesaid (entitled Dismissal For Lack of Prosecution) be and the same is hereby suspended, and the said Plaintiff shall have a

reasonable time, not to exceed ninety days from the date of this order, for the purpose of taking testimony in this cause.

*Thos J. Hartung, Jr.*  
JUDGE

*Filed April 17, 1968*

16

17

18

ROCKVILLE LAND COMPANY	*	IN THE CIRCUIT COURT
	*	
VS.	*	FOR
	*	
THE UNKNOWN HEIRS OF	*	QUEEN ANNE'S COUNTY
NICHOLAS KIRBY, DECEASED,	*	
ET. AL.	*	IN EQUITY
	*	
	*	NO. 4655

\*\*\*\*\*

MOTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Motion of Rockville Land Company, the Plaintiff, by Vachel A. Downes, Jr., its solicitor, respectively represents:

1. That by Order of this Honorable Court dated the 17th day of April, 1968, the operation of Rule 530 of the Maryland Rules of Procedure was suspended and the Plaintiff was given a reasonable time to take testimony in this cause.
2. That the extension heretofore granted has expired.
3. That your Petitioner has been unable to take testimony as desired for the reason that the primary witness has suffered a cardiac stroke and has been unable for medical reasons to give testimony herein.

WHEREFORE, Rockville Land Company moves this Honorable Court to further suspend the operation of Rule 530 of the Maryland Rules of Procedure and to permit the Plaintiff an additional time to substantiate the allegations of the Bill of Complaint and to bring this cause to a proper conclusion.

AND AS IN DUTY BOUND, ETC.

*Vachel A. Downes, Jr.*  
 \_\_\_\_\_  
 Vachel A. Downes, Jr., Solicitor for Plaintiff

*Filed Jan 10, 1969*

ORDER

The foregoing Motion having been read and considered, it is thereupon this 13 day of January, 1969, by the Circuit Court for Queen Anne's County, In Equity, under and by virtue of the authority vested in it by Rule 530 (c) of the Maryland Rules of Procedure that the operation of Rule 530 aforesaid entitled (Dismissal For Lack Of Prosecution) be and the same is hereby suspended, and the Plaintiff shall have a reasonable time, not to exceed ninety days from the date of this Order, for the purpose of taking testimony in this cause.

*B. Hackett Turner, Jr.*  
 \_\_\_\_\_  
 JUDGE

19

VACHEL A. DOWNES, JR.  
115 Lawyers Row  
Cottreville, Maryland

ROCKVILLE LAND COMPANY

VS.

THE UNKNOWN HEIRS OF  
NICHOLAS KIRBY, DECEASED,  
ET. AL.

FOR

QUEEN ANNE'S COUNTY  
IN EQUITY NO. 4655

*Feb 28 1969*

Mr. Clerk:

Please file the enclosed testimony in the above entitled cause.

*Edward Turner*  
EDWARD TURNER  
Examiner

*Te*

20

ROCKVILLE LAND COMPANY,  
a body corporate of the  
State of Maryland

IN THE CIRCUIT COURT

vs.

FOR

THE UNKNOWN HEIRS OF NICHOLAS  
KIRBY, DECEASED, THE UNKNOWN  
HEIRS OF SAMUEL EDWARD KIRBY,  
DECEASED, THE UNKNOWN HEIRS OF  
SADIE A. KIRBY, DECEASED, THE  
UNKNOWN HEIRS OF CHARLIE BROWN  
AND ALL OTHER PERSONS, KNOWN OR  
UNKNOWN, THEIR HEIRS, EXECUTORS,  
ADMINISTRATORS OR ASSIGNS,  
CLAIMING ANY RIGHT, TITLE,  
INTEREST, ESTATE, ENCUMBRANCE OR  
LIEN IN THE REAL ESTATE MENTIONED  
IN THESE PROCEEDINGS ADVERSE TO  
THE OWNERSHIP OF THE PLAINTIFF

QUEEN ANNE'S COUNTY

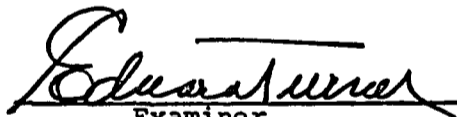
IN EQUITY

NO. 4655

\* \* \* \* \*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Subscriber, one of the regular examiners of this  
Honorable Court, having been notified by Vachel A. Downes, Jr.,  
Solicitor for the Complainant, of his desire to take testimony in  
this cause, did meet at the office of the said Vachel A. Downes,  
Jr., on Wednesday, at 1:15 p.m., the 26th day of February, 1969,  
for the purpose of taking testimony; that said examination was  
conducted in the presence of the examiner who did not find it  
necessary to examine or cross-examine any of said witnesses, nor  
did your examiner find any irregularities or unusual circumstances  
in the taking of the testimony or the conduct of the proceedings;  
and I did then and there proceed, after administering the oath to  
the witnesses, and the stenographer, to take the following  
testimony, to wit:

  
Examiner

*Filed Feb 28. 1969*

The first witness being sworn, does depose and say:

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

A. Philip T. Davidson, Sr., 69, Stevensville, Queen Anne's County, Maryland, and I am a farmer.

Q. Mr. Davidson, have you lived in Queen Anne's County all your life?

A. Yes I have.

Q. The Rockville Land Company filed a Bill to Quiet Title in 1964 to a certain piece of woodland situate in the Fifth Election District of Queen Anne's County on the public road from Perry's Corner to Prospect Bay Farm. Are you familiar with this woodland?

A. I am.

Q. How long have you been familiar with this woodland?

A. For better than 40 years.

Q. Do you know how many acres are involved in this woodland tract that is described in this suit?

A. My father and myself always thought that it was about 18 acres for our half and the other half was about the same size. There was a total of 35 acres or 36 acres there.

Q. Can you give me the names of the property owners who own the property surrounding this 35 acres of woodland at this time?

A. Myrtle Grove Farm bounds it on the North, it is bounded on the East by the County Road, the South by Land's End Farm, also known as Prospect Plantation, on the West by the Myrtle Grove Farm or Prospect Plantation.

Q. How old were you when you first got to know that woodland?

A. I was 16.

Q. Can you state the circumstances that led to your acquaintance with this woodland property?

A. My mother bought the farm known as "Campers" about 1915 from Sadie and Samuel Kirby.

Q. Did you live with your mother and brothers and sisters on this farm starting about 1915?

A. Yes I did.

Q. How long did you continue to live on the farm?

A. I lived there for about 12 years all together, at two different times.

Q. Do you know anything about the ownership of the "Campers Farm" prior to the time that your mother bought it?

A. I knew Mr. and Mrs. Kirby very well and I knew they owned it.

Q. You have stated that this 35 or 36 acre parcel of woodland was divided into two parts. At the time your mother owned "Campers Farm" which half of the woodland did your mother claim as belonging to her farm?

A. The portion on the North closest to Perry's Corner.

Q. During the period that "Campers Farm" was owned by your mother her heirs, do you know who owned the remaining part of the woodland?

A. William Nelson owned the other one-half of the woodland until about 1908. I think that when he died it went to Frank Dudley. Mr. Dudley sold it about 1930 or 1931 to Milton Horney and four or five years later he sold it to John H. Reese or his son William Henry Reese. John H. Reese died a few years after this-about four or five years later, and Mr. William Henry Reese then had title to the southerly one-half of the 35 acres woodland until about 1945 when he sold it to William Benjamin Lane and his wife, Irma Sara Lane. Sometime in the middle of the 1950's after William Benjamin Lane died, his interest was sold either to Bob Kirkley or to Mr. Kirkley's brother-in-law, Mr. Claude Harbison. I do not know who the present owner of this part of the woodland is.

Q. Referring to the one-half of the 35 acre woodland claimed by your mother as part of "Campers Farm", is the woodland adjacent to the body of "Campers Farm"?

A. No, it is not attached to the farm.

Q. Can you give me the location of Campers Farm in relation to the woodland?

A. Campers Farm lies on Greenwood Creek about one-half mile southeast of the woodland. Most of the Campers Farm was on the east side of the Perry's Corner Road, but there was a little piece of woodland right directly across the road from the farm.

Q. Your mother bought Campers Farm in 1915 and you have stated that you lived there with your mother and family?

A. I did.

Q. After buying the farm, how long did your mother reside on the property?

A. She lived there until she died in 1937.

Q. After your mother's death, who then owned the farm?

A. Her four children.

Q. Who were the four children?

A. Myself, Philip T. Davidson, my brothers, C. Mitchell Davidson and George Earl Davidson, and my sister, Marcella Swain.

Q. After your mother's death, how long did the four of you own the property?

A. We owned it together until 1941 when we sold it to Benjamin Lane and his wife, Irma Sara Lane.

Q. Mr. Davidson, in all the years you lived on this property and with all your familiarity with the woodland, are there any physical markers on the ground to identify the boundaries of the woodland?

A. There are two large stones on the County Road, one to the North end and one to the South end on the County Road. There were some old stones which marked the north and south sides, but there weren't any markers on the back part.

Q. In 1956, the survey also shows old granite stones about mid-way between the road and the back lines. Are you familiar with those?

A. Yes.



Q. The same survey also shows an old stone on the southern side of the woodland about 300 feet from the southwest corner. Are you familiar with these?

A. Yes.

Q. In other words, the northern and southern boundaries and the corners are well-marked with stones?

A. Yes.

Q. When I refer to the woodland in the questions and the monuments, I was referring to the whole 35 acres and the stones that you are familiar with marked the whole 35 acres, did they not?

A. They did.

Q. You have stated that the 35 acre parcel was divided into two pieces of approximately equal size with the south one-half being owned by Claude Harbison and William Henry Reesé and their predecessors in title. You have further indicated that the North one-half of the woodland was owned by your mother. Do you know whether or not that woodland was specifically described in your mother's deed?

A. I do not know.

Q. Nevertheless your mother claimed title to approximately 17 or 18 acres of woodland as part of Campers Farm?

A. Yes, she did.

Q. Did your mother during her ownership and you and your brothers and sister during your ownership, treat this 17 or 18 acres of woodland as your own and as part of Campers Farm?

A. We certainly did.

Q. So far as your mother was concerned and you and your family were concerned, it was part of the farm?

A. It surely was.

Q. So far as you know this 17 or 18 acres had always been considered part of Campers Farm?

A. As far as I know it has.

Q. Between 1915 when your mother bought it and 1941 when the farm was sold to Mr. and Mrs. Lane, how did you exercise your ownership of the woodland?

A. I cut cord wood and sold it, used wood for the farm, cut rails and posts, and hunted it.

Q. During this same period of time and during the period when you cut timber for various purposes and used it as such as part of Campers Farm, did anyone else ever object to your use of this 17 acres?

A. No one ever approached me whatsoever.

Q. Then so far as you know in the neighborhood and specifically as to the adjacent farm owners, everyone considered this 17 or 18 acres as being part of Campers Farm, did they not?

A. They did.

Q. During the period of ownership by your mother and by you and your brothers and sister, did Sadie Kirby or Samuel Kirby or any one of their heirs claim any adverse ownership or interest in the 17 or 18 acres of woodland?

A. No, they never did.

Q. Do you know whether or not Mr. and Mrs. Kirby considered this 17 or 18 acres as being part of Campers Farm, did they not?

A. They did consider it a part of the farm.

Q. How do you know that Samuel and Sadie Kirby considered this 17 or 18 acres part of the farm?

A. I knew by them telling my mother. She used to visit them about one a week. They told her not to overlook the other portion of the farm, being the woodland, and Kirby's son, Edward, used to visit us quite often. He was familiar with the woodland and he showed the boundaries to my mother and father.

Q. Mr. Davidson, I exhibit to you a plat marked Examiner's Exhibit No. 1 entitled "Plat of A Survey Showing a Parcel of Woodland Purchased by Robert Kirkley, Situate Near Grasonville In Piney Neck Area in the Fifth Election District, Queen Anne's County, Maryland," dated June, 1956, by Walter E. Woodford, Jr., registered surveyor. I ask you to inspect this plat carefully. This plat shows old granite stones on the northern boundary line

on the 35 acre woodland parcel, an old stone at the northwest corner, an old stone at the southwest corner and an old stone along the southerly boundary line about 288 feet from the southwest corner. This you have previously testified to as being familiar with certain old boundary markers for the 35 acres of woodland. Are these old stones shown on the Woodford Plat the same as the ones you are familiar with?

A. Yes they are the same.

Q. The northern one-half of the 35 acre woodland tract or 17.77 acres contains this legend, "formerly W. Benjamin Lane and Edwin S. Kirby." This 17.77 acres then is the same property and parcel of woodland that you and your family considered as belonging to Campers Farm. Is this correct?

A. That is correct.

Q. Now the southern one-half of the 35 acre woodland tract as shown on the plat and containing 17.83 acres thereon is that part of the woodland that formerly belonged to Mr. William Henry Reese and his predecessors in title. Is that correct?

A. That is correct.

Q. When Benjamin Lane acquired title to Campers Farm, he also acquired title to the northern one-half or 17.77 acres by virtue of his ownership. Is this correct?

A. That is correct.

Q. As to the southern one-half of the 35 acre parcel of woodland did William Benjamin Lane and his wife purchase this in 1945 from William Henry Reese and his wife?

A. He told me he did.

Q. So that to your knowledge Mr. Benjamin Lane then owned the whole 35 acres of woodland?

A. That is correct.

Q. Do you know whether or not Irma Sara Lane, widow of W. Benjamin Lane, conveyed both parcels of woodland containing a total of about 35 acres to Frank Claude Harbison and his wife in

1956?

A. I have never seen the deed, but I understand that this is what happened.

Q. Do you know anything about the ownership of the 35 acres of woodland subsequent to 1956?

A. No I don't know what happened to it after that time.

Q. S. Edward Kirby and Sadie A. Kirby, his wife, conveyed a lot of land to Charlie Brown by deed dated April 13, 1898, recorded in Liber W.H.C. No. 8 folio 188, contained a description stating that it is on the west side of the Perry's Corner-Prospect Bay Road, beginning at a point 64 feet from the Harrison property, runs with the Harrison property 160 feet, thence north 90 feet, thence east to the place of beginning. Can you tell me where the Harrison property was located?

A. I think what they refer to as the Harrison property is probably Land's End Farm or Prospect Plantation and is part of the property owned by Dr. Edell.

Q. Have you ever heard of anyone by the name of Charlie Brown?

A. No.

Q. The title refers to the Charlie Brown deed and indicates that it was part of this 35 acre woodland that we have been discussing. During the period that you are familiar with this farm, starting in 1915, were there any improvements on any part of this 35 acre woodland?

A. None whatsoever.

Q. Did you ever find any remains of an old house or other out buildings on this land?

A. No I never did, but I do know that there was an old well there. I thought that it was the remains of an saw mill and was nothing to do with an individual residing there.

Q. Where was this well located?

A. Near the southeast corner of the 35 acre parcel in that one-half of the woodland owned formerly by Mr. Reese.

Q. Did you ever see anyone exercise any ownership of the southern one-half of the woodland except Mr. Reese and the people who owned the same prior to his ownership?

A. No I never have seen anyone. I used to walk by there nearly every day to the Perry's Corner school. I never saw anyone doing anything to that woodland whatsoever.

Q. So at least from 1915 to the present time, you are certain in your own mind that the person known as Charlie Brown and any of his heirs have not exercised any control over the lot that I have just described and conveyed by the 1898 deed?

A. No, so far as I know Charlie Brown never existed.

Q. The Bill of Complaint states that within the memory of some of the older residents of the neighborhood, a small house was located near the road in this 35 acre tract. Your familiarity with the property goes back at least to 1915. To your knowledge, at any time was there a house or residence located on this 35 acre woodland?

A. No.

Q. Is there any other information that you might be able to give us relating to this 35 acre woodland?

A. Nothing that I can think of.

The second witness being called, sworn, does depose and say:

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

A. C. Mitchell Davidson, Stevensville, Queen Anne's County, Maryland, 67, and I am a truck farmer.

Q. You have heard the testimony given by your brother, Philip T. Davidson, Sr., have you not?

A. Yes I have.

Q. I forgot to ask your brother whether he is the son of Philip T. and M. Madeline Davidson. Is he their son?

A. He is the son of Philip T. and M. Madeline Davidson.

Q. Your mother bought a farm known as Campers in 1915 by deed

recorded in Liber W.F.W. No. 7 folio 32 from Sadie and Samuel E. Kirby. After this purchase did your mother and father and your brothers and sister go to reside on this farm?

A. Yes.

Q. How long did you live on the farm?

A. For about 5 years.

Q. Did you walk back and forth from the farm to the Perry's Corner School every day?

A. Yes I did. It was about 3 miles.

Q. On your way to and from school and by living on the farm, you were then familiar with a parcel of detached woodland containing about 35 acres lying about 1/2 mile north of your mother's farm and on the west side of the Perry's Corner Road?

A. Yes.

Q. After your mother died in 1937, you and your brothers and sister owned the farm?

A. Yes we did.

Q. You sold the farm in 1941 to Benjamin Lane?

A. Yes.

Q. During the time that your mother owned the property and as well as the time during which you owned the property, did you consider any part of the 35 acre woodland belonging to the farm?

A. Yes we did.

Q. What part of the 35 acres did you all consider as belonging to the farm?

A. The northern one-half, about 17 or 18 acres.

Q. When you sold the farm, so far as you know, you sold this detached 17 or 18 acres along with it?

A. Yes, it went with the farm.

Q. When you bought the farm in 1915, was it the understanding of the rest of the family that this 17 or 18 acres of woodland went with the farm?

A. Yes it was.

Q. Why do you know this?

A. Well my mother and father said they had bought it as part of the farm. We used to cut wood from it right after we bought it and also there was no question in my mind or my family's that it didn't belong to the farm. It absolutely did.

Q. Within your memory, what other uses did you and your family make of this 17 or 18 acres of woodland?

A. We cut wood for the farm, cut posts and rails for the farm, and logs to have sawed for lumber. We hunted it and even picked up chestnuts in there.

Q. You have heard your brother testify as to the location of the old markers marking the boundaries and you have reviewed the 1956 survey by Mr. Woodford. Do you concur with his testimony in every respect?

A. Yes I do.

Q. You have heard me question your brother about a deed in 1898 from Samuel and Sadie Kirby to Charlie Brown, recorded in Liber W.H.C. No. 8 folio 182. In all of the years you have been familiar with this 35 acres of woodland, have you ever seen a small house or any other improvements on the property?

A. No I haven't.

Q. Have you ever heard of anyone by the name of Charlie Brown?

A. No I haven't.

Q. Are you familiar with the location of the well referred to previously in this testimony?

A. Yes.

Q. Do you concur with the testimony your brother has given us in the location of the well?

A. Yes.

Q. Was it located near the southeast corner of the whole 35 acres of woodland?

A. Yes it was.

Q. Did you ever have any idea as to why it was there?

A. We thought it was from an old saw mill.

Q. Within your knowledge, did the people in the neighborhood appear to believe and act as if the northern one-half or 17.77 acres of woodland was part of Campers Farm?

A. Yes.

Q. Within your knowledge during your family's ownership, did any one ever make any adverse claim or indicate in any way that there might be an adverse interest in that 17.77 acres of woodland?

A. No.

Q. In other words it was part of Campers Farm to the best of your knowledge?

A. Yes it was.

Q. Is there any other information that you might be able to give us about this woodland tract?

A. No I don't think this. I think that pretty well covers it.

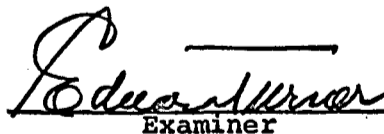
Q. Do you know of any other witnesses who might be able to confirm the testimony given here today by you and your brother?

A. Yes my brother, Colonel George E. Davidson, of the Maryland State Police. He would tell you the same as we did, but he could also tell you that after we left the farm he stayed on because he was younger. He cut a road all the way around the woods and found the stones.

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 Complainant, as follows, to wit:

Edward Turner, Examiner	\$10.00	PAID
Judith C. Conley, for taking and transcribing testimony	40.00	PAID

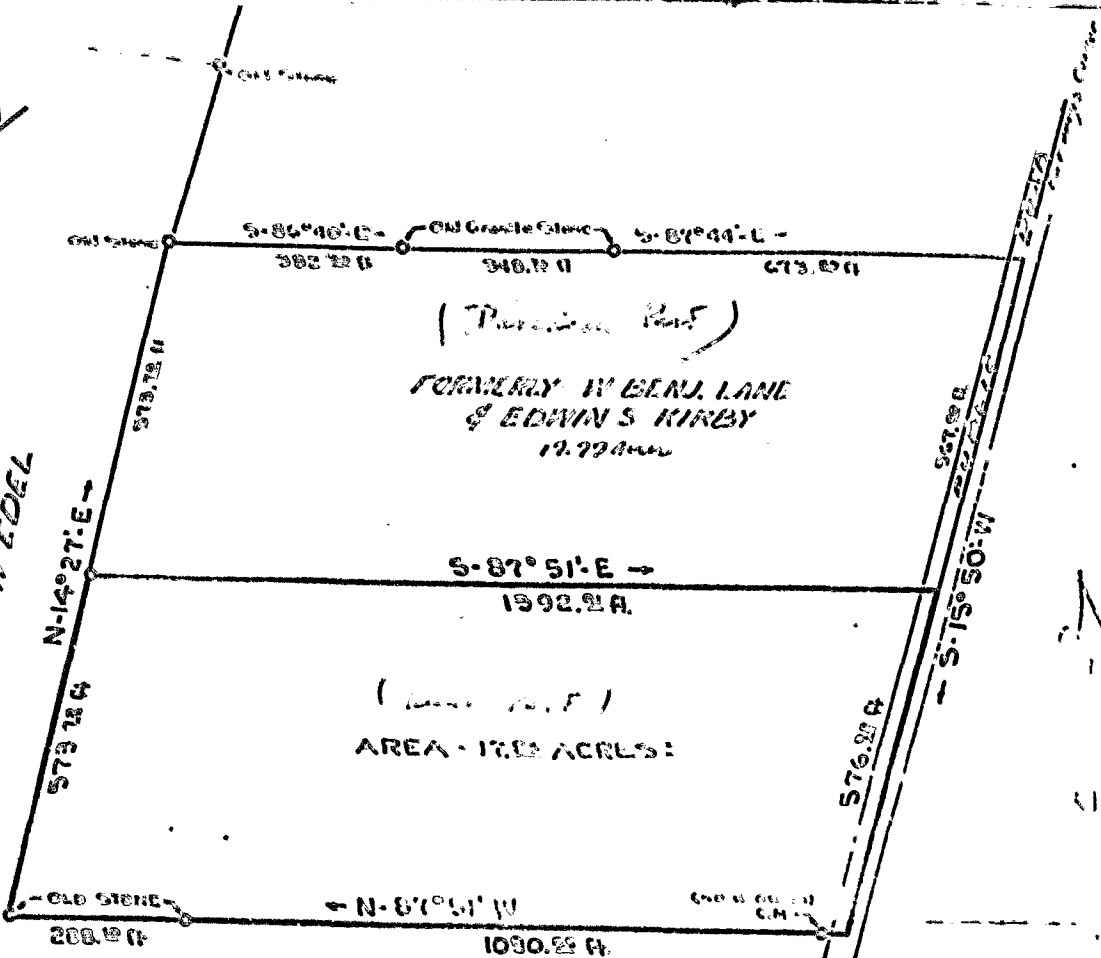
The examiner does further certify that said testimony was commenced at 1:15 p.m. and concluded at 3:15 p.m., or a period of two hours.

  
Examiner

*Filed Feb 28. 1969*



21



REF. ASG Jr. 12-76

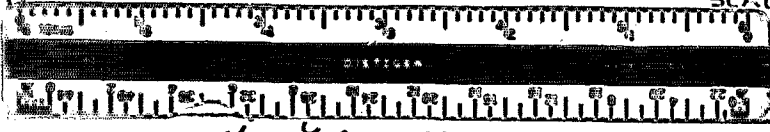
PLAT OF SURVEY  
SHOWING

SURVEY BY:  
*Waller E. Woodford, Jr.*  
Waller E. Woodford, Jr.  
Centerville, Maryland  
Registered Surveyor #2568

A PARCEL OF WOODLAND  
PURCHASED BY  
**ROBERT KIRKLEY**

SITUATE NEAR GRASONVILLE, IN PINEY NECK AREA  
IN FIFTH ELECTION DISTRICT, QUEEN ANNE'S  
MARYLAND

SCALE 1 INCH = 200 FEET  
JUNE 1956



*Filed Feb 21, 1969*

*E. Woodford*

22

ROCKVILLE LAND COMPANY,  
a body corporate of the  
State of Maryland

IN THE CIRCUIT COURT

vs.

FOR

THE UNKNOWN HEIRS OF NICHOLAS  
KIRBY, DECEASED, THE UNKNOWN  
HEIRS OF SAMUEL EDWARD KIRBY,  
DECEASED, THE UNKNOWN HEIRS OF  
SADIE A. KIRBY, DECEASED, THE  
UNKNOWN HEIRS OF CHARLIE BROWN  
AND ALL OTHER PERSONS, KNOWN OR  
UNKNOWN, THEIR HEIRS, EXECUTORS,  
ADMINISTRATORS OR ASSIGNS, CLAIM-  
ING ANY RIGHT, TITLE, INTEREST,  
ESTATE, ENCUMBRANCE OR LIEN IN  
THE REAL ESTATE MENTIONED IN THESE  
PROCEEDINGS ADVERSE TO THE OWNER-  
SHIP OF THE PLAINTIFF

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4655

\* \* \* \* \*

ORDER OF COURT

The foregoing Bill of Complaint To Quiet Title and the testimony and exhibit filed herein having been considered, and it appearing that the Defendants named in the Bill of Complaint and the unknown heirs, executors, administrators or assigns or any other person who could claim any interest in the real estate mentioned in the proceedings, or who could claim to hold a lien or encumbrance against said real estate having been duly summoned to appear by Order of Publication duly made under Rules of Court; and it further appearing that a Decree Pro Confesso was granted unto the Complainant on or about the 8th day of September, 1966.

It is thereupon this 11<sup>th</sup> day of March, 1969 by the Circuit Court for Queen Anne's County, In Equity and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that the Complainant, Rockville Land Company, is entitled to relief in the premises as craved and that Rockville Land Company, a body corporate of the State of Maryland, for itself and its successors and assigns, have absolute ownership and the perfect right to absolute disposition of the two parcels of real estate in Queen Anne's County, Maryland, more particularly set forth and described in the Bill of Complaint as against the unknown heirs of Nicholas Kirby, deceased, the unknown heirs of Samuel Edward Kirby, deceased, the unknown heirs of Sadie A. Kirby, deceased, the unknown heirs of Charlie Brown, and all other persons, known or unknown, and their heirs, executors, administrators or assigns, claiming any right, title, interest, estate, encumbrance or lien on said real estate adverse to the interest of Rockville Land Company and which said real estate is more particularly described as follows, to wit:

ALL those two tracts or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the westerly side of the Piney Neck Public Road, and more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by Walter E. Woodford, Jr., registered surveyor, dated June, 1956, as follows, to wit:

PARCEL NO. 1

BEGINNING at a point in the center of the public road from Perry's Corner to Greenwood Creek, said point being the southeast corner of lands herein contained and a corner of said lands with lands formerly of W. Benjamin Lane and/or Henry Reese, and running thence with said former Reese lands North 87 degrees 51 minutes West a distance of 1392.91 feet to the lands of John W. Edel; thence turning and running with the Edell lands, North 14 degrees 27 minutes East a distance of 573.78 feet to an old stone; thence turning and running still with Edel lands, South 86 degrees 40 minutes East a distance of 382.30 feet to a granite stone; thence still with Edel lands South 87 degrees 44 minutes East a distance of 1022.59 feet to the center of the aforementioned public road; thence turning and running with the center of said road, South 15 degrees 50 minutes West a distance of 567.00 feet to the point of beginning, containing 17.77 acres, more or less.

PARCEL NO. 2

BEGINNING at a point in the center of the public road from Perry's Corner to Greenwood Creek, said point being the southeast corner of lands herein contained and a corner of said lands with lands of John W. Edel, and running thence with lands of John W. Edel North 87 degrees 50 minutes West a distance of 1090.55 feet to a stone; thence along the same course and with the same bound a distance of 288.10 feet to a stone; thence turning and running still with Edel lands, North 13 degrees 42 minutes East a distance of 573.78 feet to lands of, or formerly of, W. Benjamin Lane (once Edwin S. Kirby); thence turning and running with said Lane lands, South 87 degrees 51 minutes East a distance of 1392.91 feet to the center of the aforementioned public road; thence turning and running with center of said road, South 15 degrees 50 minutes West a distance of 576.98 feet to the point of beginning, containing 17.83 acres, more or less.

And it is further ADJUGED, ORDERED AND DECREED that the Defendants in this cause and all other persons known or unknown and their heirs, executors, administrators or assigns claiming any right, title, interest, estate, encumbrance or lien against the real estate above set forth adverse to the ownership of the Complainant, are hereby enjoined and restrained from asserting right, title, interest, estate, encumbrance, lien or claim to the aforesaid real estate by any action at law, equity or otherwise.

*B. Hechett Turner Jr.*  
JUDGE

*Filed March 11, 1969*

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

1  
Ernest McFarland and : In The Circuit Court  
Mildred McFarland, his wife,  
and Arlie Smith :  
Crumpton, Maryland, : For

Complainants :  
vs. : Queen Anne's County .

Emma Sheppard, Deceased, : In Equity  
and her unknown heirs,  
executors, administrator, :  
and all other persons, their : No. 4668  
heirs, executors and admin- : R. 8793  
istrators who could claim  
any interest in the real :  
estate mentioned in these :  
proceedings or who could :  
claim to hold a lien or en- :  
cumbrance on the real estate :  
mentioned in these proceed- :  
ings :

Addresses unknown. :

Respondents :

-----  
Bill to Quiet Title

To The Honorable, the Judges of Said Court:

The Bill of Complaint of Ernest McFarland and Mildred McFarland, his wife, and Arlie Smith, by Robert R. Price, Jr., their Solicitor, respectfully represents:

(1) That this proceeding is filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

(2) That Joseph C. Sheppard and Susan B. Sheppard, his wife, by deed dated January 24, 1880, and recorded on February 4, 1880, in the Land Records of Queen Anne's County in Liber J. W. No. 10, folio 350, did grant and convey unto Emma Sheppard, wife of Justus P. Sheppard, among numerous designated lots, "and also all town lots not mentioned on any of the named streets or any lots lying in the Town of Crumpton between Broad and Market Streets and Front and Fourth Streets that have not been sold or conveyed by the said Joseph C. Sheppard and wife to other parties the same is conveyed in this Deed", a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit A".

(3) That on December 22, 1910, the said Emma Sheppard did bargain and sell Lot Nos. 4081, 4082, 4083, 4084, 4085 and 4086, as designated on the Town Plat of Crumpton unto Garrett Fennimore, said deed being recorded in Liber S. S. No. 9, folio 301, of the Land Records of Queen Anne's County, a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit B".

(4) That thereafter Emma Sheppard died intestate without administration ever being taken on her estate.

(5) That after purchase of the aforesaid lots Garrett Fennimore in the year 1910 did enter into possession of same and did further enter into possession of Lot Nos. 4079, 4080, 4108 and 4107 as designated on the Town Plat of Crumpton, and

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

did hold the same openly, notoriously and adversely occupying the same against the claim of any of the above named respondents or anyone claiming through them until the date of his conveyance to the Complainants.

(6) That on July 11, 1955, by deed recorded in Liber T. S. P. No. 27, folio 186, of the Land Records of Queen Anne's County, Mary Fennimore Sheppard, widow, Hattie C. Rubsamen and Karl Rubsamen, her husband, did grant and convey any right, title or interest they had in the above lots unto Frances C. Legg, and by straw deed dated the same date Frances C. Legg did convey said Lots unto Garrett S. Fennimore and Mary Edna Fennimore, recorded in Liber T. S. P. No. 27, folio 188, a copy of said deed being filed herewith and made a part hereof and marked respectively "Exhibit C" and "Exhibit D".

(7) That the above conveyance was executed to eliminate any question as to the Fennimore family's possession of the above lots, the said Mary Fennimore Sheppard being mother of Garrett S. Fennimore and Hattie C. Rubsamen being the only brother or sister of Garrett S. Fennimore.

(8) That thereafter by deed dated on or about the 28th day of May, 1959, the said Garrett S. Fennimore and Mary Edna Fennimore, his wife, did convey part of Lot Nos. 4079, 4081, 4082, 4083 and 4084 unto Ernest McFarland and Mildred McFarland, his wife, in fee simple, said deed recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 48, folio 232, a certified copy of which is filed herewith and marked "Exhibit E", and that Ernest McFarland and Mildred McFarland, his wife, notoriously, openly and adversely occupied said land.

(9) That thereafter by deed dated January 7, 1961, the said Garrett S. Fennimore and Mary Edna Fennimore, his wife, did convey part of Lot Nos. 4079, 4080, 4081, 4082, 4083, 4084, 4107 and 4108, unto Arlie Smith, in fee simple, said deed recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 58, folio 522, a certified copy of which is filed herewith and marked "Exhibit F", and that Arlie Smith notoriously, openly and adversely occupied said land.

(10) That your Complainants have attempted to secure a loan upon said real estate respectively, and said request for such a loan has been turned down until said title is cleared by Order of this Court, where upon it shall be decreed that title to the same shall be vested in your Complainants, unencumbered by claims of others.

(11) That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from said title to the land aforementioned.

To The End Therefore:

(1) That the Complainants may by decree of this Honorable Court be made the absolute owner of said land, and the perfect right to absolute disposition of the same as against the Respondents in this suit.

(2) That your Complainants may have such other and further relief as their case may require.

(3) That this Honorable Court will grant an absolute and permanent injunction against the assertion by any of the said Respondents in this cause of their claim to said property

by any action either at law or equity or otherwise.

Robert R. Price, Jr.  
Robert R. Price, Jr.,  
Solicitor for Complainants  
103 Lawyer's Row  
Centreville, Maryland  
Phone: 758-1660

And As In Duty Bound, Etc.

Ernest McFarland  
Ernest McFarland

Mildred McFarland  
Mildred McFarland

Arlie Smith  
Arlie Smith

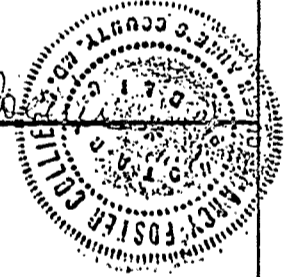
STATE OF MARYLAND }  
QUEEN ANNE'S COUNTY } TO WIT:

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of November, 1964, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest McFarland and Mildred McFarland, his wife, and Arlie Smith, and severally made oath in due form of law that the matters and facts stated in the foregoing Bill are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Ernest Foster Collins  
Notary Public

*Filed Dec. 3. 1964*



2  
 Ernest McFarland and  
 Mildred McFarland, his wife,  
 and Arlie Smith,  
 Crumpton, Maryland,

Complainants

vs.

Emma Sheppard, Deceased,  
 and her unknown heirs,  
 executors, administrators,  
 and all other persons, their  
 heirs, executors and admin-  
 istrators who could claim  
 any interest in the real  
 estate mentioned in these  
 proceedings or who could claim  
 to hold a lien or encumbrance  
 on the real estate mentioned in  
 these proceedings.  
 Addresses unknown.

Respondents.

In The Circuit Court

For

Queen Anne's County

In Equity

No. 4668

-----  
Order of Publication

The object of this suit is to procure a decree that the Plaintiffs be made the absolute owners of the tracts of land hereinafter respectively described with the perfect right of absolute disposition of the same, as against the Respondents and for an absolute and permanent injunction against any of the Respondents to claiming any interest in said land.

The Bill recites that this proceeding is - - -

(1) Filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

(2) That Joseph C. Sheppard and Susan B. Sheppard, his wife, by deed dated January 24, 1880, and recorded on February 4, 1880, in the Land Records of Queen Anne's County, in Liber J. W. No. 10, folio 350, did grant and convey unto Emma Sheppard, wife of Justus P. Sheppard, among numerous designated lots, "and also all town lots not mentioned on any of the named streets or any lots lying in the Town of Crumpton between Broad and Market Streets and Front and Fourth Streets that have not been sold or conveyed by the said Joseph C. Sheppard and wife to other parties the same is conveyed in this Deed", a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit A".

(3) That on December 22, 1910, the said Emma Sheppard did bargain and sell Lot Nos. 4081, 4082, 4083, 4084, 4085 and 4086, as designated on the Town Plat of Crumpton unto Garrett Fennimore, said deed being recorded in Liber S. S. No. 9, folio 301, of the Land Records of Queen Anne's County, a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit B".

(4) That thereafter Emma Sheppard died intestate without administration even being taken on her estate.



(5) That after purchase of the aforesaid lots Garrett Fennimore in the year 1910 did enter into possession of same and did further enter into possession of Lot Nos. 4079, 4080, 4108 and 4107, as designated on the Town Plat of Crumpton, and did hold the same openly, notoriously and adversely occupying the same against the claim of any of the above named respondents or anyone claiming through them until the date of his conveyance to the Complainants.

(6) That on July 11, 1955, by deed recorded in Liber T. S. P. No. 27, folio 186, of the Land Records of Queen Anne's County, Maryland Fennimore Sheppard, widow, Hattie C. Rubsamen and Karl Rubsamen, her husband, did grant and convey any right, title or interest they had in the above lots unto Frances C. Legg, and by straw deed dated the same date Frances C. Legg did convey said lots unto Garrett S. Fennimore and Mary Edna Fennimore, recorded in Liber T. S. P. No. 27, folio 188, a copy of said deed being filed herewith and made a part hereof and marked respectively "Exhibit C" and "Exhibit D".

(7) That the above conveyance was executed to eliminate any question as to the Fennimore family's possession of the above lots, the said Mary Fennimore Sheppard being mother of Garrett S. Fennimore and Hattie C. Rubsamen being the only brother or sister of Garrett S. Fennimore.

(8) That thereafter by deed dated on or about the 28th day of May, 1959, the said Garrett S. Fennimore and Mary Edna Fennimore, his wife, did convey part of Lot Nos. 4079, 4081, 4082, 4083, and 4084 unto Ernest McFarland and Mildred McFarland, his wife, in fee simple, said deed recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 48, folio 232, a certified copy of which is filed herewith and marked "Exhibit E", and that Ernest McFarland and Mildred McFarland, his wife, notoriously, openly and adversely occupied said land.

(9) That thereafter by deed dated January 7, 1961, the said Garrett S. Fennimore and Mary Edna Fennimore, his wife, did convey part of Lot Nos. 4079, 4080, 4081, 4082, 4083, 4084, 4107 and 4108, unto Arlie Smith, in fee simple, said deed recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 58, folio 522, a certified copy of which is filed herewith and marked "Exhibit F", and that Arlie Smith notoriously, openly and adversely occupied said land.

(10) That your Complainants have attempted to secure a loan upon said real estate respectively, and said request for such a loan has been turned down until said title is cleared by Order of this Court, where upon it shall be decreed that title to the same shall be vested in your Complainants, unencumbered by claims of others.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 31 day of Dec. 1964, that the Plaintiffs, 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 (4) successive weeks, before the 1<sup>st</sup> day of January 1965, shall give notice to the Respondents, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 5<sup>th</sup> day of February, 1965, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise, a decree pro confesso and/or a final decree may be entered

for the relief demanded by the Plaintiffs.

Filed: Dec. 3 1964

Charles W. Cecil  
Clerk.

Exhibit "A"

3-25  
QUEEN ANNE'S COUNTY, to wit: be it remembered, that on the twenty fourth day of February in the year Eighteen hundred and Eighty, the following Deed was brought to be recorded, to wit:

This Deed Made this twenty fourth day of January in the year one thousand Eight hundred and Eighty by Joseph C. Sheppard and Susan B. Sheppard his wife of Crumpton Queen Anne's County State of Maryland, Witnesseth, that in consideration of the Sum of Eleven hundred and thirty five dollars the receipt of which is hereby acknowledged the said Joseph C. Sheppard and Susan B. Sheppard his wife do grant unto Emma Sheppard wife of Justus B. Sheppard of Crumpton County and State aforesaid All the following named Town Lots and property, as described to wit: Sixteen Building Lots in the Village of Crumpton State & County aforesaid Situated on Third Street each having a front of Thirty feet and a depth of one hundred and fifty and designated on the town Plat of Crumpton as Lots No 3975 - 3983 - 3985 - 3993 - 3777 - 3779 - 3791 - 3803 - 3805 - 3935 - 3937 - 3939 - 3941 - 3943 - 3781 - 3783, and also Eight Building Lots on Fourth Street each having a front of Thirty feet and a depth of one hundred and fifty feet and designated by numbers on the Plat as follows, 3718 - 3720 - 3774 - 3782 - ~~3774~~ - ~~3782~~ - 3784 - 3806 - 3808 - and 3810, and also Six Building Lots on Caroline Street - each having a front of Twenty nine feet and a depth of one hundred and twenty feet and desinated on said Plat by numbers 3876 - 11 - 12 - 13 - 14 - 15, and also Eleven Building Lots on Pine Street each having a front of Twenty nine feet and a depth of one hundred and twenty feet and designated on said Plat by the following numbers 3701 - 3702 - 3705 - 4081 - 4297 - 4299 - 4300 - 4301 - 4302 - 4303 - 3888 - and also Seventeen Building Lots on Merchant Street each baving a front of Twenty nine feet and a depth of one hundred and twenty feet and designated on said Plat as numbers 3741- 3744 - 4308 - 4309 - 4310 - 3756 - 3956 - 3957 - 3958 - 3959 - 3960 - 3961 - 4156 - 4158 - 3746 - 3747 - 3748, and also Seven Building Lots each having a front of Twenty nine feet and a depth of one hundred and twenty feet and designated on said Plat as numbers 3762 - 3764 - 3765 - 4166 - 4167 - 4338 - and 4339, and also Three Building Lots having a front of Twenty nine feet and a depth of one hundred and twenty feet and designated on said Plat as numbers 4331 - 4332 - and 4333, and also all that Lot of Land in the town of Crumpton known as the Town Square having a front of Five hundred and forty feet (540) on Second Street and a front of (300) Three hundred feet on Merchant Street and a front of Five hundred and forty (540) feet on Front Street and a front of Three hundred feet (300) on Pine Street making one entire block of Lots of Forty in number, and (also all that Lot of land situated on Front Street north side between the Lots owned by or known as Sheets Property and the Mrs Fair's or Cruisers Property,) also Three Building Lots situated on Third Street between Merchant and Market Streets and designated on said Plat by the numbers 3987 - 3989 and 3991 those lots is improved by a two story dwelling which is included in this deed with all the appertenances thereto, (and also all town Lots not mentioned on any of the named Streets) or any Lots laying in the town of Crumpton between Broad and Market Streets and Front and Fourth Streets that have not been sold or conveyed by the said Joseph C. Sheppard and wife to other parties the same is conveyed in this Deed; also all that Lot of Medow or Marsh situated on Chester River on the west side of the Causeway from the main land to the waters of the river al low water mark to the lines of John Hubbard in fee Simple and the said Joseph C. Sheppard and Susan B. Sheppard his wife doth covenant and agree that they will warrant generally and specially the property hereby conveyed and defend the same from all claims and incumbrances

Witness present )

JOSEPH C. SHEPPARD (SEAL)

Witness - Wm. D. Tarbutton )

SUSAN B. SHEPPARD (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit: I hereby certify that on this twenty fourth day of January in the year one thousand Eight hundred and eighty personally appeared before the Subscriber a Justice of the Peace in and for said County Joseph C. Sheppard and Susan B. Sheppard his wife and did each acknowledge the foregoing deed to be their respective act.

Wm. D. TARBUTTON J. P.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber J.W. No. 10, folio 350, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 3rd day of Dec. in the year nineteen hundred and sixty-four.



Charles W. Cecil  
Clerk

*Title "A"*

*Filed Dec. 3, 1964.*

*19 COMPLAINANT'S TESTIMONY. EXHIBIT "7"*

*Filed Apr 23, 1965*

2.50

Exhibit "B"

4

#1519. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the Tenth day of January in the year nineteen hundred and eleven, the following DEED was brought to be recorded, to wit:-

THIS DEED OF CONVEYANCE, made this 22nd. day of December, in the year nineteen hundred and ten, by Emma Sheppard of Kent County, State of Maryland;

WITNESSETH: that in consideration of twenty three dollars, the receipt of which is hereby acknowledged, the said Emma Sheppard does hereby bargain and sell to Garrett Fennimore of Queen Anne County, State of Maryland, the following building lots located in the town of Crumpton, State and County aforesaid and designated on the map and plot of Crumpton as No. 4081, 4082, 4083, 4084, 4085 and 4086, located on Pine Street, between Front and Second Streets, east side, having a frontage of twenty nine feet on said Pine Street, and a depth of one hundred and twenty feet.

Also Lots No. 4106 and 4108, located on Second Street, between Pine and Caroline Streets, north side, having a frontage of twenty nine feet on said Second Street, and a depth of one hundred and fifty feet, in fee simple.

AND the said Emma Sheppard doth hereby warrant generally and specially that she will protect the title hereby conveyed and defend the same from all claims and incumbrances.

Witness my hand and seal.

EMMA SHEPPARD. (SEAL).

Test: B. F. Hartley.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this Twenty Second day of December, in the year nineteen hundred and ten, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for aforesaid county, personally appeared Emma Sheppard, and acknowledged the foregoing Deed to be her act.

BENJAMIN F. HARTLEY. (SEAL):

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber S.S. No. 9, folio 301, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 3rd day of Dec. in the year nineteen hundred and sixty-four.

Charles W. Cecil  
Clerk

Exhibit "B"  
Filed Dec. 3, 1964

187 COMPLAINANT'S TESTIMONY EXHIBIT "C"  
Filed Apr. 23, 1965

RECEIVED FOR RECORD Mar. 22, 1956

5  
2

This Deed made this eleventh day of July,

in the year one thousand nine hundred and fifty-five, between Mrs Mary Fennimore Sheppard, widow-lady, Hattie C. Rubsamen and Karl Rubsamen, her husband, and Garrett S. Fennimore and Mary Edna Fennimore, his wife, all of Queen Anne's County, Maryland, parties of the first part, and Frances C. Legg, single-lady, of Queen Anne's County, Maryland, party of the second part:

WITNESSETH: That, in consideration of the sum of One Dollar, the said parties of the first part do hereby grant and convey unto the said Frances C. Legg, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that tract of land, parcel, lot and lots of land situate, lying and being in or near the Town of Crumpton, in the Seventh Election District of Queen Anne's County, State of Maryland, located on the southeasterly side of Front or First Street, and also located on the northwesterly side of Second Street, and lying between Pine Street on the westerly side and Caroline Street on the easterly side, comprising of a tract of land comprised of Lots Nos. 4069, 4070, 4071, 4072, 4073, 4074, 4075, 4076, 4077, 4078, 4079, 4080, 4081, 4082, 4083, 4084, 4085, 4086, 4087, 4088, 4089, 4090, 4091, 4092, 4093, 4094, 4095, 4097, 4099, 4100, 4101, 4102, 4103, 4104, 4105, 4106, 4107, and 4108. (Lots Nos. 4098 and 4096, in this Block between Pine and Caroline sts. and Front or First and Second, are owned by Elwood F. and Mary E. Coleman who acquired same under deed of record in N.B.W. #3, folio 199, and all the other lots in this Block are described and enumerated above.)

Being the several lots and tracts of land acquired by George W. Fennimore, Sallie H. Fennimore, wife and widow of George W. Fennimore, and also acquired by J. Woodall Fennimore, now deceased, and also acquired by Garrett S. Fennimore by purchase. George W. Fennimore died <sup>intestate</sup> in the year 1897, and Sallie H. Fennimore died <sup>intestate</sup> August 29, 1931. J. Woodall Fennimore is also deceased, having died/about 1918-1919, leaving as his only heir at law his mother Sallie H. Fennimore. See the following deeds: W. F. W. #11, folio 192, for lots 4089, 4091, 4093, 4090, 4092, 4094, 4075, 4076, 4077, 4078; Deed - W. F. W. #11, folio 194 for lots 4100, 4102, 4104, and 4107; Deed - W. F. W. #11, folio 194 for Lots No. 4073 and 4074; Deed - S.H.F. #10, folio 409 for lot No. 4099.

And being the lots of land of which the said Mary Fennimore Sheppard, Hattie C. Rubsamen and Garrett S. Fennimore have been the owners and occupiers since 1931, and which which lots above conveyed have been owned and claim by the said parties and their ancestors for over forty (40) years.

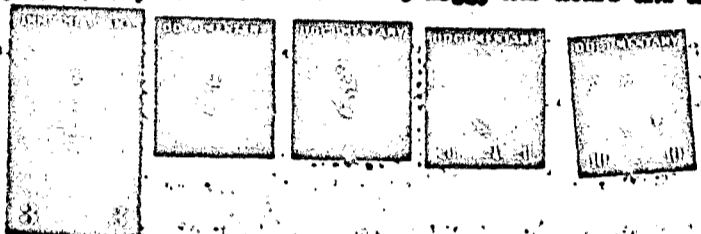
The above described and conveyed lots and property and premises are improved by a frame residential property which has been in the occupancy of Garrett S. Fennimore for the past 24 years.



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.

and said

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 said Frances G. Legg, her heirs and assigns, in fee simple.



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 hereby granted and conveyed; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hand and seals of said Grantor

TEST: as to all Grantors

Helen E. Pardee  
Helen E. Pardee

Mary Fennimore Sheppard (SEAL)  
Mary Fennimore Sheppard

Hattie C. Robinson (SEAL)  
Hattie C. Robinson

Karl Robinson (SEAL)  
Karl Robinson

Garrett S. Fennimore (SEAL)  
Garrett S. Fennimore

Mary Edna Fennimore (SEAL)  
Mary Edna Fennimore

to wit:

STATE OF MARYLAND,  
QUEEN ANNE'S COUNTY,

I HEREBY CERTIFY, that on this 11th day of July, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary Fennimore Sheppard, widow, Hattie C. Robinson & Karl Robinson, her husband, & Garrett S. Fennimore & Mary Edna Fennimore, his wife, the Grantors above named, and they acknowledged the foregoing Deed to be their act.

Witness my hand and notarial seal.

Helen E. Pardee  
Helen E. Pardee,  
Notary Public.



COMPLAINANT'S TESTIMONY  
EXHIBIT "4"

Filed Apr 23 1965  
(Over)

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 27, folio 186, a Land Record Book for Queen Anne's County,

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 3rd day of Dec. in the year nineteen hundred and sixty-four.



Charles W. Cecil  
Clerk

*Filed Dec. 3, 1964*  
*Exhibit "C"*

#37.283

LIBER 27 PAGE 188

*Exhibit "D"*

RECEIVED FOR RECORD Mar 22, 1956

6  
This Deed made this 11th day of July, in the year one thousand nine hundred and fifty-five, by Frances C. Legg, single-lady, of Queen Anne's County, State of Maryland.

WITNESSETH: That, in consideration of the sum of One Dollar, the said Frances C. Legg, single-lady, does hereby grant and convey unto Garrett S. Fennimore and Mary Edna Fennimore, his wife, as tenants by the entirety, their heirs and assigns, in fee simple, the following described real estate and premises, to wit:

ALL that tract of land, parcel, lot and lots of land situate, lying and being in or near the Town of Crumpton, in the Seventh Election District of Queen Anne's County, State of Maryland, located on the southeasterly side of Front or First Street, and also located on the northwesterly side of Second Street, and lying between Pine Street on the westerly side and Caroline Street on the easterly side, consisting of a tract of land comprised of Lots Nos. 4069, 4070, 4071, 4072, 4073, 4074, 4075, 4076, 4077, 4078, 4079, 4080, 4081, 4082, 4083, 4084, 4085, 4086, 4087, 4088, 4089, 4090, 4091, 4092, 4093, 4094, 4095, 4097, 4099, 4100, 4101, 4102, 4103, 4104, 4105, 4106, 4107 and 4108. (Lots Nos. 4096 and 4098, in this Block between Pine and Caroline streets and Front or First and Second streets, are now owned by Elwood F. and Mary E. Colman who acquired said two lots under deed of record in Liber N.B.W. #3, folio 199, but all the other lots in this aforesaid Block are described and enumerated above.)

Being the same property conveyed unto the Grantor herein by Mary Fennimore Sheppard and others by deed bearing date July 11, 1955, and intended to be recorded among the land records immediately preceding the recording of this deed, to which said deed and the references therein contained, reference is hereby specially made.

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.

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 said Garrett S. Fennimore and Mary Edna Fennimore, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, forever.

AND the said Grantor

hereby covenant & that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor.

TEST: (Witness as to all grantors)

*Helen E. Pardee*  
Helen E. Pardee

*Francis C. Legg* (SEAL)  
Francis C. Legg

..... (SEAL)  
..... (SEAL)  
..... (SEAL)

STATE OF MARYLAND,  
QUEEN ANNE'S COUNTY,

to wit:

I HEREBY CERTIFY, that on this 11th day of July, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Francis C. Legg, single-lady, to me personally known to be a single-lady, the Grantor, and she acknowledged the foregoing Deed to be her act.

Witness my hand and notarial seal.

*Helen E. Pardee*  
Helen E. Pardee,  
Notary Public.



13 / COMPLAINANT'S TESTIMONY  
EXHIBIT "5"  
Filed Apr. 23, 1965

(Over)



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 188, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 3rd day of Dec. in the year nineteen hundred and sixty-four,

Charles W. Cecil  
Clerk

*Filed Dec 3, 1964*  
*Schutt '64'*

# 42.419

LIBER 48 PAGE 232

*Exhibit "E"*

RECEIVED FOR RECORD June 5, 1959

THIS DEED, made this 28<sup>th</sup> day of May, in the year nineteen hundred and fifty-nine, by and between Garrett S. Fennimore and Mary Edna Fennimore, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and Ernest McFarland and Mildred McFarland, his wife, of Queen Anne's County, State of Maryland, parties of the second part;

WITNESSETH that for and in consideration of the sum of Five (\$5.00) Dollars and other valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Town of Crumpton, Seventh Election District of Queen Anne's County, State of Maryland, having a frontage on Second Street of 67 feet and a depth on Pine Street of 155 feet more or less, being more particularly described as follows, to wit:

BEGINNING at the northeasterly corner of the intersection of Second Street and Pine Street and running thence along and with the right of way of Pine Street in a northerly direction a distance of 155 feet more or less to the boundary of William Laton Cooper and wife, thence in a easterly direction and parallel to Second Street along and with the Cooper boundary a distance of 67 feet more or less to a point, said point being a corner for the Cooper lands, the land herein described and remaining land of the grantors, thence in a southerly direction and parallel to Pine Street a distance of 155 feet more or less to the right of way of Second Street, thence along and with the right of way of Second Street in a westerly direction a distance of 67 feet to the place of beginning, said lot having a uniform width of 67 feet and a uniform depth of 155 feet.

BEING a part of the same land granted and conveyed unto Garrett Fennimore and wife by deed from Frances Legg, dated July 11, 1955, and recorded in Liber T.S.P. No. 27, folio 188, a Land Record Book for Queen Anne's County.

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

AND the said parties of the first part do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; 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 Grantors)

Robert N. Price Jr. Garrett S. Fennimore (SEAL)  
Garrett S. Fennimore

Robert N. Price Jr. Mary Edna Fennimore (SEAL)  
Mary Edna Fennimore

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY that on this 28<sup>th</sup> day of May, in the year nineteen hundred and fifty-nine, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Garrett S. Fennimore and Mary Edna Fennimore, his wife, and each acknowledged the Aforegoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

Marcy Foster Collins

Notary Public

My commission expires: 5-4-61



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 48, folio 232, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I herunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 3rd day of Dec. in the year nineteen hundred sixty-four.

Charles W. Cecil  
Clerk

Filed Dec. 3, 1964

Exhibit "E"

15 / COMPLAINANT'S TESTIMONY EXHIBIT "3"

Filed Apr. 23, 1965

Exhibit "I"

No 45516

Re 54422 RECEIVED FOR RECORD Jan. 9, 1961

Documentary  
J.E.T  
1-55¢  
Stamp  
1-9-61

8

THIS DEED made this 7th day of January, 1961, by and between Garrett S. Fennimore and Mary Edna Fennimore, his wife, of Queen Anne(s County, State of Maryland, parties of the first part, hereinafter called "Grantors", and Arlie Smith, of Queen Anne's County, State of Maryland, party of the second part,

hereinafter called "Grantee".

LIBER 58 PAGE 523



WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Garrett S. Fennimore and Mary Edna Fennimore, his wife, do hereby grant and convey unto the said Arlie Smith, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Town of Crumpton, Seventh Election District of Queen Anne's County, State of Maryland, having a frontage on Second Street of 67 feet and a depth of 155 feet, being more particularly described as follows:

BEGINNING at the southeasterly corner of the Ernest and Mildred McFarland property where the same intersects with Second Street and the property hereby conveyed, and running, thence, by and with the McFarland property in a northerly direction a distance of 155 feet to other lands of the Grantors; thence in an easterly direction and parallel to Second Street and with other property of the Grantors a distance of 67 feet to a point; thence in a southerly direction by and with other lands of the Grantors a distance of 155 feet to Second Street; thence in a westerly direction by and with the northerly side of Second Street a distance of 67 feet to the point of beginning. The intent of this deed being to convey a lot fronting on Second Street having a uniform width of 67 feet and a uniform depth of 155 feet, bounded on the west by the lands of Ernest and Mildred McFarland, on the south by Second Street and on the north and east by other lands of the Grantors.

BEING a part of the same land granted and conveyed unto Garrett Fennimore and wife by deed from Frances Legg, dated July 11, 1955, recorded in Liber T.S.P., No. 27, folio 188, a Land Record Book for Queen Anne's County, Maryland.

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.

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 said Arlie Smith, his heirs and assigns, in fee simple, forever.

AND the said Grantors do 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 hereby granted and conveyed; and that they will execute such further assurances of the same as may be requisite.

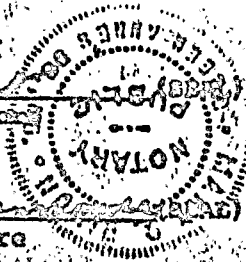
WITNESS the hands and seals of said Grantors.

TEST:

JAMES E. THOMPSON, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND

Mary C. Dixon

Garrett S. Fennimore  
Garrett S. Fennimore



Mary C. Dixon

Mary Edna Fennimore  
Mary Edna Fennimore

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

I HEREBY CERTIFY that on this 7<sup>th</sup> day of January, 1961, before me, the subscriber, a Notary Public of the State of Maryland, returned for the County aforesaid, personally appeared Garrett S. Fennimore and Mary Edna Fennimore, his wife, and they acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal

Mary C. Dixon  
Notary Public

Notary  
Public  
Seal

NO TITLE SEARCH

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 58, folio 522, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 3rd day of Dec. in the year nineteen hundred and sixty-four.

Charles W. Cecil  
Clerk

*Filed Dec. 3, 1964*

*Exhibit "2"*

*13/ Complaints Testimony Exhibit "1"*  
*Filed Apr. 23, 1965*

Ernest McFarland, and  
Mildred McFarland, his wife,  
and Alice Smith,  
Crumpton, Maryland

vs.  
Emma Sheppard, deceased, and her  
unknown heirs, executors, admin-  
istrators, and all other persons, their  
heirs, executors and administrators  
who could claim any interest in the  
real estate mentioned in these pro-  
ceedings or who could claim to hold  
a lien or encumbrance on the real  
estate mentioned in these proceedings.  
Addresses unknown.

Respondents

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

No. 4668

### Order Of Publication

The object of this suit is to procure a decree that the Plaintiffs be made the absolute owners of the tract of land hereinafter respectively described with the perfect right of absolute disposition of the same, as against the Respondents and for an absolute and permanent injunction against any of the Respondents to claiming any interest in said land.

The Bill recites that this proceeding is:

(1) Filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 12B (1957).

(2) That Joseph C. Sheppard and Susan B. Sheppard, his wife, by deed dated January 24, 1880, and recorded on February 4, 1880, in the Land Records of Queen Anne's County, in Liber J. W. No. 10, folio 350, did grant and convey unto Emma Sheppard, wife of Justus P. Sheppard, among numerous designated lots, "and also all town lots not mentioned on any of the named streets or any lots lying in the Town of Crumpton between Broad and Market Streets and Front and Fourth Streets that have not been sold or conveyed by the said Joseph C. Sheppard and wife to other parties, the same is conveyed in this Deed," a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit A."

(3) That on December 22, 1910, the said Emma Sheppard did bargain and sell Lots Nos. 4081, 4082, 4083, 4084, 4085 and 4086, as designated on the Town Plat of Crumpton unto Garrett Fennimore, said deed being recorded in Liber S. S. No. 9, folio 301, of the Land Records of Queen Anne's County, a certified

## LEGAL NOTICES

copy of which deed is filed herewith and made a part hereof and marked "Exhibit B."

(4) That thereafter Emma Sheppard died intestate without administration ever being taken in her estate.

(5) That after purchase of the aforesaid lots Garrett Fennimore in the year 1910 did enter into possession of same and did further enter into possession of Lots Nos. 4079, 4080, 4108 and 4107, as designated on the Town Plat of Crumpton, and did hold the same openly, notoriously and adversely occupying the same against the claim of any of the above named respondents or anyone claiming through them until the date of his conveyance to the Complainants.

(6) That on July 11, 1955, by deed recorded in Liber T. S. P. No. 27, folio 186, of the Land Records of Queen Anne's County, Maryland, Fennimore Sheppard, widow, Hattie C. Rubsamen and Karl Rubsamen, her husband, did grant and convey any right, title or interest they had in the above lots unto Frances C. Legg, and by straw deed dated the same date Frances C. Legg did convey said lots unto Garrett S. Fennimore and Mary Edna Fennimore, recorded in Liber T. S. P. No. 27, folio 188, a copy of said deed being filed herewith and made a part hereof and marked respectively "Exhibit C" and "Exhibit D."

(7) That the above conveyance was executed to eliminate any question as to the Fennimore family's possession of the above lots, the said Mary Fennimore Sheppard being mother of Garrett S. Fennimore and Hattie C. Rubsamen being the only brother or sister of Garrett S. Fennimore.

(8) That thereafter by deed dated on or about the 28th day of May, 1959, the said Garrett S. Fennimore and Mary Edna Fennimore, his wife, did convey part of Lot Nos. 4079, 4081, 4082, 4083, and 4084 unto Ernest McFarland and Mildred McFarland, his wife, in fee simple, said deed recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 48, folio 232, a certified copy of which is filed herewith and marked "Exhibit E," and that Ernest McFarland and Mildred McFarland, his wife, notoriously, openly and adversely occupied said land.

Queen Anne's  
**RECORD-OBSERVER**

Centreville, Md., April 1, 1965.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order of Publication # 4668

in the ~~estate~~ estate of Ernest McFarland & Mildred McFarland

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 7th day of January, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10 day of December 1964 and the last insertion on the 31 day of December, 1964.

THE RECORD-OBSERVER CORPORATION

By *Deborah Monka*

*Filed April 2, 1965*

9  
(9) That thereafter by deed dated January 7, 1961, the said Garrett S. Fennimore and Mary Edna Fennimore, his wife, did convey part of Lot Nos. 4079, 4080, 4081, 4082, 4083, 4084, 4107 and 4108, unto Arlie Smith, in fee simple, said deed recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 58, folio 522, a certified copy of which is filed herewith and marked "Exhibit F," and that Arlie Smith notoriously, openly and adversely occupied said land.

(10) That your Complainants have attempted to secure a loan upon said real estate respectively, and said request for such a loan has been turned down until said title is cleared by Order of this Court, whereupon it shall be decreed that title to the same shall be vested in your Complainants, unencumbered by claims of others.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 3rd day of December, 1964, that the Plaintiffs, 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 (4) successive weeks, before the 7th day of January, 1965, shall give notice to the Respondents, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 8th day of February, 1965, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise, a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiffs.

CHARLES W. CECIL, Clerk

Filed: Dec. 3, 1964

True Copy

Test: CHARLES W. CECIL, Clerk

4-12-31

10

ERNEST MCFARLAND, ET UX : IN THE CIRCUIT COURT FOR  
AND :  
ARLIE SMITH, :  
CRUMPTON, MARYLAND, : QUEEN ANNE'S COUNTY  
:  
VS. :  
EMMA SHEPPARD, ET AL. : IN EQUITY  
NO. 4668  
:

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert R. Price, Jr., Attorney for Ernest McFarland and Mildred McFarland, his wife, and Arlie Smith, Petitioners, respectfully represents

(1) That the Defendants, Emma Shoppard, deceased, and her unknown heirs, executors, administrators, and all other persons, their heirs, executors or administrators, who could claim any interest in the real estate mentioned in these proceedings, who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, have been duly served, summons to appear, answer and defend in this cause, as evidenced by the Order of Publication issued in this Cause, and the Certificate of Publication of the same by the Queen Anne's Record Observer, all of which is filed herein in this Cause.

(2) That although the time allowed by said Order of Publication to the said Defendants to answer and defend in this Cause has long since passed, the defendants have failed to enter their appearance, either in proper person, or by solicitor and have not filed any pleadings herein.

(3) That your Petitioners are advised and therefore allege that they have a right to secure a decree pro confesso against the defendants, and that the papers be submitted to one of the examiners of this Court, so that your Petitioners may offer testimony in support of the allegations in the Bill of Complaint.

TO THE END, THEREFORE:

(1) That a decree pro confesso may be granted by this Honorable Court against Emma Shoppard, deceased, and her unknown heirs, executors, administrators, and all other persons their heirs, executors and administrators, who, could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.

(2) That the papers in this Cause may be submitted to one of the standing examiners of this Court, so that your Petitioners may take testimony in support of the allegations of the Bill of Complaint.

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

AND AS IN DUTY BOUND, ETC.

*Robert R. Price Jr.*  
Robert R. Price, Jr., Attorney  
for Petitioners  
Centreville, Maryland

*Filed April 2, 1965*



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ERNEST MCFARLAND, ET UX	:	IN THE CIRCUIT COURT FOR
AND	:	
ARLIE SMITH,	:	QUEEN ANNE'S COUNTY
CRUMPTON, MARYLAND,	:	
	:	IN EQUITY
VS.	:	NO. <u>4668</u>
EMMA SHEPPARD, ET AL.	:	

ORDER OF COURT

That foregoing Petition having been read and considered, and it appearing that the Defendants, Emma Sheppard, deceased, and her unknown heirs, executors, administrators, and all other persons, their heirs, executors, or administrators, who could claim any interest in the real estate mentioned in those proceedings, who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, being the Defendants, have been duly summoned and failed to appear, either in person or by solicitor to the Bill of Complaint filed herein.

IT IS THEREUPON this 2<sup>nd</sup> day of April, 1965, by the Circuit Court of Queen Anne's County, in Equity, and by the authority thereof, ADJUDGED, ORDERED and DECREED that the Plaintiffs are entitled to relief in the premises and that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, Emma Sheppard, deceased, and her unknown heirs, executors, administrators and all other persons their heirs, executors or administrators who could claim any interest in the real estate mentioned in these proceedings who could claim to hold a lien or encumbrance on the real estate mentioned in those proceedings, but because it does not certainly appear to what relief the Petitioners are entitled, it is further ORDERED and ADJUDGED, that leave be granted to the Petitioners to take testimony before one of the standing examiners of this Court, to support the allegations of the Bill of Complaint.

*Thos J. Grattan*  
 \_\_\_\_\_  
 JUDGE.

*Filed April 2, 1965*

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ERNEST MCFARLAND, ET UX	:	IN THE CIRCUIT COURT FOR
AND	:	
ARLIE SMITH,	:	QUEEN ANNE'S COUNTY
CRUMPTON, MARYLAND	:	
	:	IN EQUITY
VS.	:	
	:	NO. <u>4668</u>
EMMA SHEPPARD, ET UX.	:	
	:	

-----

The undersigned, one of the Standing Examiners for the Circuit Court for Queen Anne's County, In Equity, at the request of Robert R. Price, Jr., Solicitor for the Plaintiffs, did, at his office on March 26th, 1965, at 10:00 A.M., and after swearing the witnesses and the stenographer, Marcy F. Collier proceed to take their depositions; and I do further certify that I was present during the taking of the depositions; that the examination was properly conducted, and that I did not deem it necessary for me to examine any of the witnesses, there being no unusual or irregular circumstances in the taking of the depositions or in the conduct of the proceedings.

*Vachel A. Downes, Jr.*  
 Vachel A. Downes, Jr., Examiner.

*Filed Apr 23, 1965*

The first witness, Arlie Smith, having been duly sworn, did depose and say:

Questions by Mr. Price:

Q. Please state your name, age and address.

A. Arlie Smith, born in 1890, 74 years old, Crumpton, Maryland.

Q. Are you one of the Complainants in this suit?

A. Yes.

Q. When did you receive title to the tract of land described in this suit?

A. January 7th, 1961.

Q. I hand you a paper writing marked Exhibit "F" and ask you to identify it.

A. I identify this as a photostat copy of the deed from Garrett S. Fennimore and Mary Edna Fennimore, dated January 7th, 1961.

(Attorney offered this as evidence as Exhibit #1)

Q. Mr. Smith, I hand you a drawing showing Lots in the Town of Crumpton whereon your lot is shaded orange, and ask you if this identifies a tract of land conveyed by Mr. and Mrs. Fennimore to you?

A. Yes.

(Attorney offered this as evidence as Exhibit #2)

Q. Mr. Smith, describe the tract of land conveyed to you by Mr. and Mrs. Fennimore.

A. As shown on Exhibit #2 my land begins 67 feet from the intersection of Pine and Second Streets, on the North side of Second Street where the McFarland's lot ends, and I run 67 feet along Second Street towards Caroline Street. My lot extends back from Second Street towards the North, or Front Street, a distance of 155 feet. The lot has an even width of 67 feet throughout its entire 155 feet depth. On the town plat of Crumpton, it is a part of Lots No. 4079, 4080, 4081, 4082, 4083, 4084 and 4108. On the West side I am bounded by the lot of Ernest and Elva McFarland, on the North side by the lands of Layton Cooper and Mary Edna Fennimore, and on the East side by the lands of Mary Edna Fennimore.

Q. Mr. Smith, did you pay Mr. and Mrs. Fennimore for this transfer of this lot?

A. Yes, I paid them \$500.

Q. Since the date this lot has been transferred to you, have you paid the taxes?

A. Yes.

Q. Is this lot improved?

A. Since I purchased the lot I have had a bulldozer clear it off. I have no buildings on it, but I have for many years had a garden and have raised some livestock on it.

Q. Since your purchase of this lot have you openly, notoriously and adversely held title to it against any claim of Emma Sheppard, her heirs, or any other person claiming thereto?

A. Yes, and there has been no claim against me.

Q. Mr. Smith, do you know how Mr. and Mrs. Fennimore obtained title to this lot?

A. I would not know how they got title. I was born in Crumpton in 1890, and I went to school with Garrett Fennimore as a young boy. At that time, Garrett Fennimore lived in a house on Front Street as is indicated on Exhibit #2 by Lot#4095-7-9, colored brown. Garrett Fennimore from the time he was a young boy, until the time of his death in the year of 1962, lived in this same house. The land which I purchased from him, as well as, the land Mr. and Mrs. McFarland purchased from him, was from the time of my early remembrance, until I purchased it, owned, occupied and known as The Sally Fennimore Land. Sally Fennimore was the Mother of Garrett Fennimore. To the best of my remembrance, for some fifty years this land of mine and the land of the McFarlands had a pear orchard on it, and was part of the land that went with the Sally Fennimore or Garrett Fennimore home property.

Q. Have you been familiar with Crumpton and the people who have lived there?

A. Yes.

Q. During your lifetime, have you ever heard of any person claiming the title to this land you purchased from Garrett Fennimore or the land the McFarlands purchased from Garrett Fennimore, other than Sally Fennimore or Garrett Fennimore?

A. No, as far as I know, it has always been in the Fennimore family.

The second witness, Ernest McFarland, having been duly sworn, did depose and say:

Q. Please state your name, age and address.

A. Ernest McFarland, born in 1890, 74 years old, Crumpton, Maryland.

Q. Mr. McFarland, are you and your wife, Mildred, Complainants in this suit?

A. Yes.

Q. Mr. McFarland, I hand you a paper writing, marked Exhibit E, and ask you to identify it.

A. This is a photostat copy of a deed to the land conveyed from Garrett S. Fennimore and Mary Edna Fennimore unto my wife and I on May 28th, 1959.

(Attorney offered this as evidence as Exhibit #3)

Q. Mr. McFarland, I hand you Exhibit #2 being a sketch from the town plat of Crumpton and ask you to identify thereon your property as conveyed as Exhibit #3.

A. My property is shown thereon in Color Green. It begins at the corner of Pine Street and runs along Second Street for a distance of 67 feet to the land of Mr. Arlie Smith and also runs along Pine Street for a distance of 155 feet to the land of Layton Cooper. My lot has a even width of 67 feet and an even depth of 155 feet. It is shown on the town plat of Crumpton as being a part of Lot Nos. 4079, 4080, 4081, 4082, 4083, and 4084.

Q. Mr. McFarland, since your receiving title to this property, have you improved it?

A. Yes, in 1959, I built a home on it and we have lived there ever since.

Q. Mr. McFarland, since your purchase of this lot have you openly, notoriously and adversely held title to it against any claim of Emma Sheppard, her heirs, or any other person claiming thereto?

A. Yes, I have lived in the house, paid taxes, and occupied the land until this time, and there has been no title question.

Q. Mr. McFarland, did you pay any consideration for the transfer of this land to Mr. and Mrs. Fennimore?

A. Yes, \$500.

Q. Do you have any knowledge how Mr. and Mrs. Fennimore received title to this property?

A. No, I don't, I have no knowledge of Crumpton or the Fennimores, but since I have owned this property, we understand that it was in the Fennimore family for over fifty years.

Q. Mr. McFarland, has anyone informed you that the title to this property is not merchantable or clear?

A. Yes, my wife and I had arranged a sale for this property to Mrs. Charles Meekins of Crumpton, and she informed us that her attorney, Mr. Ernest Cookerly of Chestertown, had notified her that he could not find a clear title in Garrett Fennimore and Mary Edna Fennimore, and as a result of this, Mrs. Meekins could not obtain financing from the Maryland National Bank and refused to go through with the purchase of our property.

The third witness, Mary Edna Fennimore, having been duly sworn, did depose and say:

Q. Please state your names, age and address.

A. Mary Edna Fennimore, age 59, Crumpton, Maryland.

Q. Are you the widow of Garrett S. Fennimore?

A. Yes.

Q. When were you and Garrett S. Fennimore married?

A. In 1933.

Q. When did Garrett S. Fennimore die?

A. In 1962.

Q. Where did you and Garrett Fennimore live during your married life?

A. In the same house he was born in and where he died. That home is located in Crumpton, Maryland, on Front Street, being Lot #4095-7-9, on the Town Plat of Crumpton and is in the rear of the Elwood and Mary Coleman property.

Q. In 1933, when you moved to the residence of Garrett S. Fennimore, who owned it?

A. It was jointly owned by <sup>his sisters</sup> Hattie Ruth Rubsamen and Mary F. Sheppard and Garrett S. Fennimore, and we bought it in 1955.

Q. How did Garrett S. Fennimore and his sisters acquire this property?

A. They inherited it from their Mother, Sallie H. Fennimore, who died intestate August 29th, 1931.

Q. In reference to the lot of land as shown on Exhibit #2, being that land bounded by Second, Pine and Front Streets, was that all the land, with the exception of the Coleman property, owned by and known as the Fennimore Residence Property?

A. Yes.

Q. How many lots in this block did the Colemans own?

A. Nos. 4096 and 4098.

Q. In 1933, what use was made of the land within the block owned by Fennimore?

A. The home and buildings were located on Front Street in the rear of the Coleman property, the balance of land was used on the West side adjacent to Pine Street, Second Street and the Coleman property there was a pear orchard, on the East side of Coleman property down to Caroline Street we had a barn, a garden and kept some livestock.

Q. I hand you this paper writing and ask you to identify it?

A. This is a copy of a deed dated July 11, 1955, from Mary F. Sheppard, widow, Hattie C. Rubsamen and Karl Rubsamen, her husband, and Garrett S. Fennimore and Mary Edna Fennimore, to Frances C. Legg, for all the lots in the block of land we have been speaking about, except the Coleman lots.

(Attorney offered this as evidence as Exhibit #4)

Q. I now refer you to another paper writing, and ask you to identify it?

A. This is a deed dated July 11th, 1955, from Frances C. Legg to Garrett S. Fennimore and Mary Edna Fennimore, for the same lots in the block we were speaking about.

(Attorney offered this as evidence as Exhibit #5)

Q. Are these the deeds by which you and Garrett Fennimore acquired the interest of his sisters?

A. Yes, this is how we acquired the sisters' interest and we paid them \$2,000.00 a piece.

Q. In the 22 years, from 1933 to 1955, did Garrett S. Fennimore and his sisters openly, notoriously and adversely possess the entire block, with the exception of the Coleman property, against all other persons of the public?

A. Yes.

Q. During this time, from 1933 to 1955, did Garrett S. Fennimore pay taxes on this property?

A. Yes.

Q. To your knowledge, how long had Garrett Fennimore or his family lived on this property?

A. Well, his Mother and Father were married in 1875 and she was living in the house when they got married. His Mother was living in the house and her maiden name was Woodall. Garrett was born there in 1892 and lived there all his life until 1962, when he died.

Q. Did Garrett Fennimore ever advise you that he owned in his individual name any property within this block as shown on Exhibit #2?

A. Yes, he, on several occasions, told me he owned lots on Pine Street where there was a pear orchard and he sometimes stated that if we had to move from home place and if we had to move to settle the estate, we would build a bungalow in the pear orchard. I don't know where he got title to these lots, but I have been shown

Q. Mrs. Fennimore, I hand you a paper writing, and ask you to identify it.

A. It is a copy of a deed from Emma Sheppard to Garrett Fennimore dated December 22, 1910.

(Attorney offered this as evidence as Exhibit #6).

Q. To your knowledge, has any person ever claimed title or any interest in the land, within the block as shown on Exhibit #2?

A. No, not during my married life, with Garrett Fennimore, from 1933 to 1962, nor since 1962, when I have owned property, nor did Garrett or his sisters ever tell me of any claim or interest anyone else ever had in these lots.

Q. I hand you Plaintiff's Exhibit #1, and ask you if this is the property you and Garrett S. Fennimore sold to Arlie Smith.

A. Yes, it is.

Q. I hand you Plaintiff's Exhibit #3, and ask you if this is the deed to Mr. and Mrs. McFarland.

A. Yes, it is.

Q. I hand to you Plaintiff's Exhibit #2, which is a sketch of land in Crumpton, and ask you if you can identify it.

A. Yes, it is the block of land where the Fennimore residence is located on Front Street, the house sits on 2 lots shown in Brown, the Coleman property, Second Street, shown in Blue, the Smith property on Second Street is shown in Orange, the McFarland property is shaded Green and other property we sold to William Layton Cooper is shown in Yellow, the balance of the land in the block is now owned by me, as widow of Garrett S. Fennimore.

The Fourth Witness, William E. Coleman, having been duly sworn, did depose and say:

Q. Please state your name, age and address.

A. William E. Coleman, 53, Crumpton, Maryland.

Q. Mr. Coleman, I hand you Plaintiff's Exhibit #2, and ask you to identify the property you own.

A. It is Lot No. 4096 and 4098, the area colored blue.

Q. How did you acquire your property?

A. Through my Mother's estate; there were 3 boys, and I bought the other 2 out.

Q. How long had your Mother owned these lots?

A. 20 or 25 years, before that Mary Sheppard owned them.

Q. How long have you been personally familiar with these lots?

A. All my life?

Q. As to the block of ground shaded in brown, are you familiar with it?

A. Yes, I am, this ground shaded in brown and the whole block has been in the Fennimore family for years.

Q. Have you been familiar with the ground owned by the McFarlands and Arlie Smith?

A. Yes.

Q. In the past years, has all the land in the block, except your 2 lots, been owned and possessed by the Fennimore family?

A. Yes, as long as I can remember, this has always been in the Fennimore family.

Q. To your knowledge, has anyone in Crumpton laid any claim to this land, except Fennimores?

A. Not to my knowledge.

Q. Mr. Coleman, how did the Fennimores use this property?

A. They used it sometimes for a garden, an orchard and for some livestock.



Robert R. Price, Jr., upon being sworn, did depose and say:

That my name is Robert R. Price, Jr., I am an attorney, at law, with an address at Centreville, Maryland, that I did a title search upon the real estate owned by Ernest McFarland, and wife, Mildred McFarland, and Arlie Smith, located on Second Street in the Town of Crumpton, Queen Anne's County, State of Maryland, and that according to the land records the chain of title shows that Joseph C. Sheppard, et ux, by deed dated January 24, 1880, and recorded February 4, 1880, in the Land Records of Queen Anne's County, in Liber J. W. No. 10, folio 350, did grant and convey title to all the lots they owned in the village of Crumpton between Broad and Market Streets and Front and Fourth Streets unto Emma Sheppard.

Deponent here offered in evidence the certified copy of the deed from Joseph Sheppard, et ux, to Emma Sheppard, recorded in J. W. No. 10, folio 350, as Complainants' Exhibit No. 7.

That the Complainants' property is next referred to and described in part in the deed from Emma Sheppard to Garrett Fennimore, dated December 22, 1910, and recorded in Liber S.S. No. 9, folio 301, Complainants' Exhibit No. 6.

That the remainder of the area now held by the Complainants is next referred to in the deed from Mary Fennimore, et al, Complainants Exhibit No. 4, and the area therein described is referred to as being land owned and occupied by the grantors therein since 1931.

That there is no administration in Kent County or Queen Anne's County of the estate of Emma Sheppard and there is no administration in Queen Anne's County of the estate of Sallie H. Fennimore.

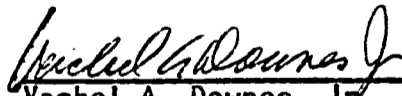
That the assessment records of Queen Anne's County show that the property in this Cause was assessed to Sallie Fennimore up until the year 1933, and that thereafter it was assessed to Garrett Fennimore, Mary E. Sheppard and Hattie Rubsamen until conveyed unto Garrett S. Fennimore and Mary E. Fennimore, his wife, and thereafter they paid the taxes for each year.

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 in the case, as follows, to wit:

Yachel A. Downes, Jr., Examiner-----\$ 10.00  
Marcy F. Collier, Steno.----- 12.50

And I do further certify that said depositions were commenced at 10:00 and completed at 11:30 A.M. on the 26th day of March, 1965.

Respectfully submitted,

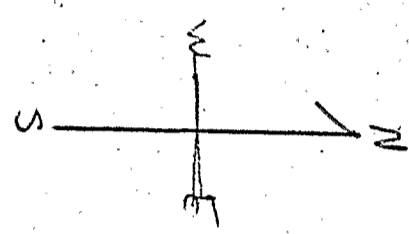


Yachel A. Downes, Jr., Examiner

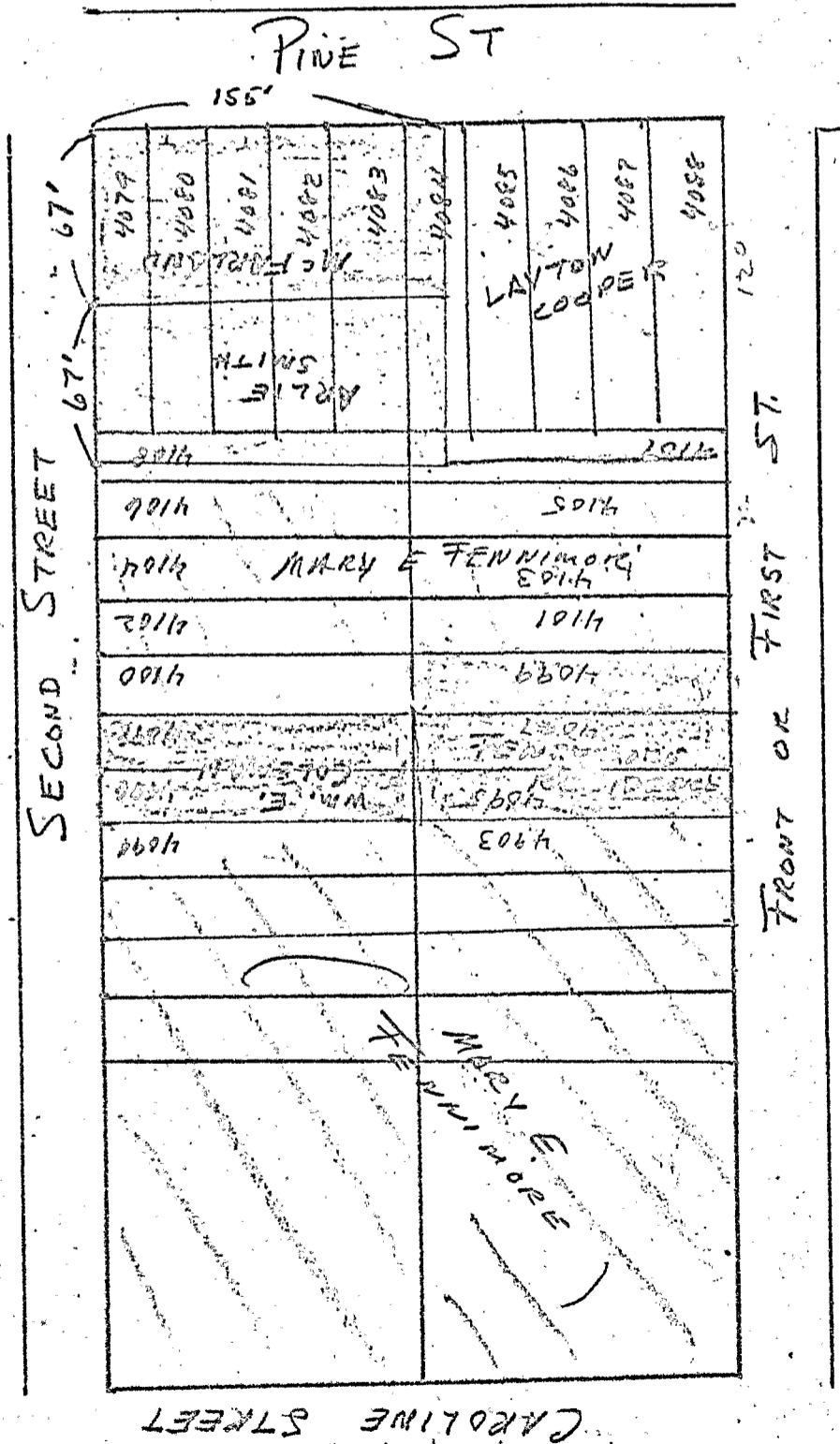
*Filed Apr 23, 1965*

FOR COMPLAINANTS' EXHIBITS Nos. 1, and 3 through 7, filed April 23, 1965,

SEE Exhibits A through F filed December 3, 1964.



COMPLAINANT'S TESTIMONY  
EXHIBIT "2"



Town Plot of  
CANNON - 1865

Filed April 23, 1965

Handwritten notes and symbols on the left margin.

20

ERNEST MCFARLAND, ET UX : IN THE CIRCUIT COURT FOR  
 and :  
 ARLIE SMITH, : QUEEN ANNE'S COUNTY  
 CRUMPTON, MARYLAND. :  
 VS. : IN EQUITY  
 : NO. 4668  
 EMMA SHEPPARD, ET UX. :  
 :

DECREE

The above Cause standing ready for hearing and being submitted without argument, the Bill of Complaint, testimony and all other proceedings were, by the Court, read and considered:

IT IS THEREUPON, this 5<sup>th</sup> day of May, 1965, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that:

(1) That Ernest McFarland and Mildred McFarland, his wife, have absolute ownership and perfect right to absolute disposition of the real estate in Queen Anne's County mentioned in these proceedings and more particularly described below, as against Emma Sheppard, deceased and her unknown heirs, executors, administrators and all other persons, their heirs, executors, and administrators, who could claim any interest in the real estate below described, or who could claim to hold a lien or encumbrance on the real estate hereinbelow described, as follows, to wit:

ALL that lot or parcel of land situate, lying and being in the Town of Crumpton, Seventh Election District of Queen Anne's County, State of Maryland, having a frontage on Second Street of 67 feet and a depth on Pine Street of 155 feet, more or less, being more particularly described as follows, to wit:

BEGINNING at the Northeasterly corner of the intersection of Second Street and Pine Street and running thence along and with the right of way of Pine Street in a Northerly direction a distance of 155 feet more or less to the boundary of William Laton Cooper and wife, thence in a Easterly direction and parallel to Second Street along and with the Cooper boundary a distance of 67 feet more or less to a point, said point being a corner for the Cooper lands, the land herein described and remaining land of the grantors, thence in a Southerly direction and parallel to Pine Street a distance of 155 feet more or less to the right of way of Second Street, thence along and with the right of way of Second Street in a Westerly direction a distance of 67 feet to the place of beginning, said lot having a uniform width of 67 feet and a uniform depth of 155 feet,

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

and being the same real estate conveyed unto Ernest McFarland and Mildred McFarland, his wife, by deed from Garrett S. Fennimore and Mary Edna Fennimore, his wife, dated May 28, 1959, and recorded in Liber T. S. P. No. 48, folio 232, of the Land Records of Queen Anne's County.

(2) That Arlie Smith, has absolute ownership and the perfect right to absolute disposition of the real estate in Queen Anne's County mentioned in these proceedings and more particularly described below, as against Emma Sheppard, deceased and her unknown heirs, executors, administrators and all other persons, their heirs, executors, and administrators, who could claim any interest in the real estate below described, or who could claim to hold a lien or encumbrance on the real estate hereinbelow described, as follows, to wit:

ALL that lot or parcel of land situate, lying and being in the Town of Crumpton, Seventh Election District of Queen Anne's County, State of Maryland, having a frontage on Second Street of 67 feet and a depth of 155 feet, being more particularly described, as follows:

BEGINNING at the Southeasterly corner of the Ernest and Mildred McFarland property where the same intersects with Second Street and the property hereby conveyed, and running, thence, by and with the McFarland property in a Northerly direction a distance of 155 feet to other lands of the Grantors; thence in an Easterly direction and parallel to Second Street and with other property of the Grantors a distance of 67 feet to a point; thence in a Southerly direction by and with other lands of the Grantors a distance of 155 feet to Second Street; thence in a Westerly direction by and with the Northerly side of Second Street a distance of 67 feet to the point of beginning. The intent of this deed being to convey a lot fronting on Second Street having a uniform width of 67 feet and a uniform depth of 155 feet, bounded on the west by the lands of Ernest and Mildred McFarland, on the South by Second Street and on the North and East by other lands of the Grantors, and being the same real estate conveyed unto Arlie Smith by deed from Garrett S. Fennimore and Mary Edna Fennimore, his wife, dated January 7, 1961, and recorded in Liber T.S.P. No. 58, folio 522, of the Land Records aforesaid.

(3) Emma Sheppard, deceased, and her unknown heirs, executors, administrators, and all other persons, their heirs executors, and administrators who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance in the real estate mentioned in these proceedings are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

*Filed May 5, 1965*

*George B. Rasmussen*  
JUDGE

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this twenty-ninth day of June, in the year nineteen hundred and sixty-five, the following Bill to Quiet Title was brought to be recorded, to wit:-

CHARLES N. SCOTT, Grasonville, Maryland,	:	IN THE
Complainant.	:	CIRCUIT COURT
vs.	:	FOR
THE UNKNOWN HEIRS, DEVISEES, AND PERSONAL REPRESENTATIVES OF CHARLES SCOTT, MARY SCOTT, ISAIAH SCOTT, DANIEL SCOTT, NELSON SCOTT, HESTER REDDICK, LOUISA HUTCHINS, ELIZABETH CARTER, SALLIE ANN BUTLER, CHARLES T. SCOTT, MARY L. SCOTT, JOHN H. SCOTT, HENRIETTA SCOTT WASHINGTON, ISABEL BURKE, AND JOSEPH CARTER, AND ALL OTHER PERSONS, THEIR HEIRS, DEVISEES AND PERSONAL REPRESENTATIVES, WHO COULD CLAIM ANY INTEREST IN THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS OR WHO COULD CLAIM TO HOLD A LIEN OR ENCUM- BRANCE ON THE REAL ESTATE MEN- TIONED IN THESE PROCEEDINGS, AND TIDEWATER BANK, A CORPORATION, STEVENSVILLE, MARYLAND.	:	QUEEN ANNE'S  COUNTY IN EQUITY NO. <u>4705</u>
Defendants.	:	

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Charles N. Scott, by Clayton C. Carter and Robert R. Price, Jr., his Solicitors, respectfully represents:

(1) That this proceeding is filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

(2) That your Petitioner by virtue of two conveyances from his Father, Charles T. Scott, did receive title to the following parcels of real estate in the Fifth Election District of Queen Anne's County, State of Maryland, to wit:

By deed dated May 8th, 1956, and recorded May 8th, 1956, recorded in Liber T. S. P. No. 27, folio 548, of the Land Records of Queen Anne's County, the following parcel of land: ALL that lot situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the right hand or north side of the public road leading

from the Queenstown-Bryantown public road to Grasonville, adjoining Walter Scott, the lands of one, Turner, and remaining lands of Charles T. Scott; BEGINNING on the North side of the road at a stone planted in the ground on the corner of this lot and the lot of Walter Scott and running in a northerly direction with the lands of Scott, a distance of 225 1/2 feet, more or less, to the Turner land, thence with the Turner land in an easterly direction 100 feet, more or less, to a corner for this lot the Turner land and remaining land of Charles T. Scott, thence with the land of Charles T. Scott in a southerly direction 225 1/2 feet, more or less, to the road, thence with road in a westerly direction 100 feet, more or less, to the point of beginning, containing 1/2 acre, more or less, a certified copy of said deed is filed herewith as Complainant's Exhibit "A".

By deed dated November 14, 1961, and recorded July 10th, 1962, in Liber T. S. P. No. 67, folio 207, of the Land Records aforesaid, the following five (5) parcels of land.

ALL these lots or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, leading from Bryantown to Grasonville and more particularly described, as follows:

(a) All that lot or parcel of land in Pinoy Neck bounded on the northeast in its entire length by the land of, or formerly of, Eugene Dudley, bounded on the southwest by land of Louis Hutchins and by land of James Gibbs, having been formerly the land of Wm. Roddick and bounded on its remaining or northwest side its entire length by land of James Gibbs and containing 2 acres of land, more or less.

(b) All that lot improved by a small frame dwelling house on the right hand side of the public road leading from the Bryantown road to Grasonville, adjoining the land of Charles T. Scott on the East bounded by said road on the

south, adjoining the George Conyer Hoire lot on the west and the John Turner lot of the north, containing 2 acres of land, more or less. Saving and Excepting the following 2 lots: 1/4 acre granted to Walter Scott by Charles T. Scott, and recorded in Liber A. S. G. Jr. No. 11, folio 280, of the Land Records of Queen Anne's County; and 1/2 acres to Sarah Gould recorded in Liber A. S. G. Jr. No. 13, folio 411, of the Land Records aforesaid.

(c) All that lot on the North side of (but not immediately on) the public road leading from Bryantown to Grasonville, being part of what is known as the Reddick property and is more particularly described, as follows: BEGINNING for the same at the south west corner of lot hereby conveyed and confirmed where it adjoins the other property of Charles T. Scott and running thence in a northerly direction along and binding upon the lands of Willie and John Turner N 5° 30' E 390', more or less, to a stone, thence in an easterly direction through the Gibbs lands and also along the other lands of Charles T. Scott (not those adjoining the place of beginning), South eighty-six degrees, thirty minutes East (S 86° 30' E), 434 feet to a stone on the line of, or formerly of, the Dutcher lands; thence in a Southerly direction with the Dutcher lands, South five degrees, thirty minutes West (S 5° 30' W), 390 feet to the lands of Charles T. Scott first mentioned; thence with the said Charles T. Scott lands in a Westerly direction, North eighty-six degrees, thirty minutes West (N 86° 30' W), 434 feet to the place of beginning.

(d) All that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the North side of the road leading from Bryantown to Grasonville being known as the Now Road, said lot of land being bounded on the South by said road, on the East by land of, or formerly of, Benjamin Carr, and on

the North and West by other land of the said Charles T. Scott, containing in all, one (1) Acre of land, more or less.

(e) All that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and bounded on the North by other lands of the said Charles T. Scott, bounded on the East by the abovementioned Parcel No. (d) and on the South by the said public road, and on the West by other lands of the said Charles T. Scott, containing one (1) acre of land, more or less.

A certified copy of said deed is filed herewith as Complainant's Exhibit "B".

(3) That since acquisition by the above stated conveyances your Petitioner has not disposed of any part of parcel of the land, and that all of the aforesaid parcels of land described in both deeds are contiguous and your Petitioner has had them surveyed by J. Malcolm Bye, Licensed Surveyor, into two parcels, to wit:

(a) All that lot, piece or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the right hand or north side of the public road leading from the Queenstown-Bryantown public road to Grasonville, adjoining Charles N. Scott, the lands of Charles V. Bordley, and lands of Charles T. Scott and more particularly described, as follows:

BEGINNING at a concrete monument at the north line of before mentioned county road at the east line of Charles V. Bordley lot; thence running by line of same (1) North 2 degrees 40 minutes East, 228.5 feet to a concrete monument in the division line fence for lands of Charles T. Scott adjoining on the north; thence by line of same (2) South 84 degrees 30 minutes East, 55.0 feet to a concrete monument set in the ground three (3) feet west of the barn on the Charles N. Scott home place; thence running and binding



by line of same (3) South 10 degrees 00 minutes East 236.5 feet to a concrete monument set at the north line of first mentioned county road; thence running by line of same (4) North 84 degrees 30 minutes West, 107.0 feet to the place of beginning, containing eighteen thousand four hundred and thirty-two (18,432) square feet of land. A plat of said curvay is attached hereto as Complainant's Exhibit "C".

(b) All that lot, piece or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, and more particularly described, as follows:

BEGINNING at a concrete monument at the end of the east line of the Charles N. Scott, Jr. property now owned by Henry Tingle, Sr., on the North line of the public road from Grasonville to the Queenstown-Bryantown Road; thence running by line of same with the Charles T. Scott land, South 84 degrees 30 minutes East 246.0 feet to an iron pipe by a corner fence post at the west line of the Thomas Carr lot; thence running by line of same and the Hardy land (formerly of Dutcher) with an old wire fence line, north 14 degrees 35 minutes east, 1514.0 feet to a hickory stake in said fence line; thence South 64 degrees 25 minutes West 222.0 feet to a stone; thence South 64 degrees 25 minutes West, 276.0 feet to an iron pipe and stone at the line of Lorman Fisher land; thence running with line of same South 8 degrees 15 minutes West, 291.0 feet to a marked pine tree at the northeast corner of Gibbs land; thence by line of same South 8 degrees 15 minutes West 323.0 feet to a stone; thence North 86 degrees 00 minutes West 171.0 feet to a stone at West line of John and Willie Turner lands; thence by line of same South 5 degrees 30 minutes West 390.0 feet to a concrete monument in the North line of Charles V. Bordley lot; thence by line of same South 84 degrees 30 minutes East, 36.0 feet to a concrete monument at the West line of Henry Tingle, property; thence on by same course 55.0 feet to a concrete monument at the

east line of said Tingle lot at the line of Charles N. Scott home property, the entire line being South 84 degrees 30 minutes East, 99.0 feet; thence running by said Tingle and Charles N. Scott line South 10 degrees 00 minutes East 236.5 feet to the beginning, containing an area of eleven and eighty-four one-hundredths (11.84) acres of land, more or less.

A plat of said survey is attached hereto as Complainant's Exhibit "D".

(4) That Charles T. Scott on or about the year 1912 did enter into possession of the aforescribed land and did from that date, until the dates of the conveyances to the Petitioner, actually possess the same openly, notoriously, exclusively, hostilely, continuously and under a claim of ownership.

(5) That the aforescribed land is also part of the same land as was described in the following deeds: (a) from Lloyd Tilghman, surviving Trustee to Charles Scott, grandfather of the aforementioned Charles T. Scott, dated November 18, 1876, and recorded in Liber J. W. No. 6, folio 308, a certified copy of which is attached hereto as Complainant's Exhibit "E", and (b) from John B. Brown, Trustee, to Isaiah Scott, et al, dated September 26, 1885, and recorded in Liber S. C. D. No. 7, folio 413, a certified copy is attached hereto as Complainant's Exhibit "F".

(6) That Charles Scott died prior to 1885 and there was no administration on his estate; he was, survived by a widow, Mary Scott and the following children: Isaiah Scott, Daniel Scott, Nelson Scott, Hester Reddick, Louisa Hutchins, Elizabeth Carter; and the following heirs of a deceased son, Charles T. Scott, Sr, John H. Scott, Henrietta Scott Washington, Charles T. Scott, Jr., Mary L. Scott and Sallie Ann Butler, his widow.

(7) The undivided interest of Louisa Hutchins was devised to Isabel Burke and the undivided interest of Nelson Scott was sold at Sheriff's sale to one, Joseph Carter, but no division or partition of the Charles Scott real estate was ever consummated by the heirs at law or their assigns.

(8) That Charles T. Scott, Jr., after taking possession of the lands described in these proceedings, did attempt from time to time by various deeds to acquire a record title to said land, but because of the lack of family records, lack of partition proceedings or administration on various and numerous estates and the lack of any metes and bounds descriptions or any description as to various holdings, he was not successful.

(9) That Charles N. Scott on acquiring title to the aforescribed lands by deeds from Charles T. Scott did enter into possession of the lands and has from those dates to this date actually, openly, notoriously, exclusively, hostilely and under a claim of title possessed the same.

(10) That your Petitioner is in peaceable possession of the aforementioned lands, but has contracted to sell the same and has been advised by counsel for the purchasers that he can not deliver a clear title to said lands.

(11) That the Tidewater Bank is the holder of a mortgage on the aforescribed property, said mortgage dated January 29th, 1963, and recorded in Liber T. S. P. No. 70, folio 345, of the Land Records of Queen Anne's County, and said Tidewater Bank is joined as a Respondent to preserve and secure its lien on said property.

(12) That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from said title to the land aforementioned.

TO THE END THEREFORE:

(1) That the Complainants may by decree of this Honorable Court be made the absolute owner of said land as

described in Complainant's Exhibits "C" and "D", subject to the mortgage of the Tidewater Bank, and the Complainant has the perfect right to absolute disposition of the same as against the Respondents in this suit.

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

(3) That this Honorable Court will grant an absolute and permanent injunction against the assertion by any of the said Respondents in this cause of their claim to said property by any action either at law or equity or otherwise, except the lien of the Tidewater Bank.

*Clayton C. Carter*

Clayton C. Carter, III, Lawyer's  
Row, Centreville, Md.

AND AS IN DUTY BOUND, ETC.

*Robert R. Price, Jr.*  
Robert R. Price, Jr.  
103 Lawyer's Row, Centreville,  
Centreville, Md.  
Phone: 758-1660

Solicitors for Complainants.

*Charles N. Scott*  
Charles N. Scott, Complainant.

*Filed June 29, 1965*

#37,4331

LIBER

27 PAGE 548

RECEIVED FOR RECORD May 8, 1956

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15

THIS DEED made this 8<sup>th</sup> day of May, in the year nineteen hundred and fifty-six by and between Charles T. Scott, widower, of Queen Anne's County, State of Maryland, party of the first part; and Charles T. Scott, Jr., single man, of Queen Anne's County, State of Maryland, party of the second part;

WITNESSETH that for and in consideration of the sum of Five (\$5.00) Dollars and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot, part of a lot or parcel of land, situate, being and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the right hand or North side of the public road leading from the Queenstown-Bravantown public road to Trasonville, adjoining Walter Scott, the lands of one Turner and remainin lands of the grantor, and more particular] described as follows, to wit:

BEGINNING for the same on the north side of the aforesaid road at a stone placed in the ground on the corner of the lot herein to be conveyed and the lot of Walter Scott and running thence in a northerly direction with the land of Walter Scott a distance of 225 feet more or less to the Turner land; thence with the Turner land in an easterly direction a distance of (100) feet, more or less to a corner for this lot to be conveyed, the Turner land and the remaining lands of this grantor; thence with the remaining land of this grantor, in a southealy direction a distance of 225 feet more or less, to the aforesaid public road; and thence with said public road in a westerly direction a distance of 100 feet, more or less, to the place of beginning, containing one half acre of land, more or less;

BEING a part of the land conveyed unto Charles T. Scott by William F. Butler by deed dated the 4th day of August, 1922, and recorded in Liber 248, 249, folio 273, 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, waters, privileges, appurtenances and advantages to the same belongin or in any wise appertainin ;

TO HAVE AND TO HOLD the said lot or parcel of land and premises unto and to the proper use of the said party of the second part, his heirs and assigns, in fee simple, forever;

AND the said party of the first part covenants that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that he will warrant specially the property hereby granted and conveyed; and will execute such further assurances of said land as may be requisite;

LIBER

4 PAGE 341

WITNESS the hand and seal of the said grantor:  
TEST: (as to grantor)

Charles T. Scott

CHARLES T. SCOTT, witness

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

I HEREBY CERTIFY that on this 29<sup>th</sup> day of June  
in the year nineteen hundred and fifty-six before me,  
subscriber a Notary Public of the State and County above  
mentioned personally appeared Charles T. Scott, widow  
and acknowledged, the foregoing deed to be his act

WITNESS my hand and notarial seal the day and year  
above written.

Walter L. ...

NOTARY PUBLIC

My commission expires

Aug 6, 1957



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

I HEREBY CERTIFY, that the foregoing is truly  
taken and copied from Liber T.S.P. No. 27, folio 548  
a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto  
subscribe my name and affix the  
seal of the Circuit Court for  
Queen Anne's County, this 29<sup>th</sup>  
day of June in the year nineteen  
hundred and sixty-five.

Charles W. Cecil  
Clerk



EXAMINER'S EXHIBIT "2" Filed Oct. 26, 1965

Filed June 24, 1965

3  
16

No 48078.....

Re b a l 2 RECEIVED FOR RECORD July 10 1962

THIS DEED, made this 14<sup>th</sup> day of November, in the year nineteen hundred and sixty-one, by and between Charles T. Scott, widower, of Queen Anne's County, State of Maryland, party of the first part; and Charles N. Scott, of Queen Anne's County, State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of One (\$1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL those lots, or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, leading from Bryantown to Grasonville, and more particularly described as follows, to wit:

PARCEL NO. 1 - ALL that lot or parcel of land situate, lying and being in Piney Neck, in the Fifth Election District of Queen Anne's County, State of Maryland, bounded on the Northeast in its entire length by the land of, or formerly of, Eugene Dudley, bounded on the Southwest by the land of Louis Hutchins and by the land of James Gibbs having been formerly the land of Wm. Reddick and bounded on its remaining or Northwest side in its entire length by the land of the said James Gibbs and containing 2 acres of land, more or less.

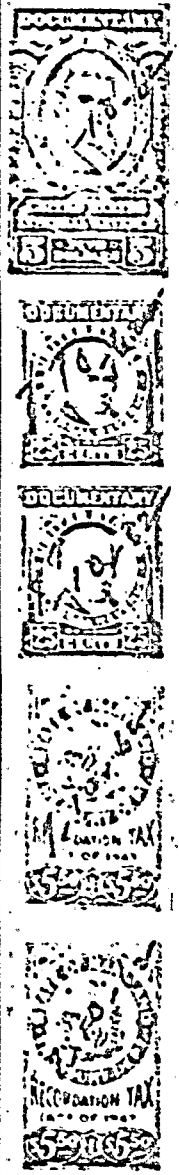
BEING the same land granted and conveyed unto Charles T. Scott, by deed dated the 13th day of July, 1915, from James R. Smith and wife, and recorded in Liber W. F. W. No. 7, folio 345, of the Land Records of Queen Anne's County.

PARCEL NO. 2 - ALL that lot, part of a lot, tract and parcel of land, improved by a small frame dwelling house, situate, lying and being in the Fifth Election District of Queen Anne's County on the right hand side of the public road leading from the Bryantown road to Grasonville, adjoining the land of this Grantor, on the East, bounded by said road on the South, adjoining the George Conyer heirs lot on the West and the John Turner lot on the north, containing 2 acres of land, more or less.

BEING the same land granted and conveyed unto Charles T. Scott, by deed dated the 9th day of August, 1922, from William Edward Butler, and recorded in Liber J. F. R. No. 9, folio 273, of the Land Records aforesaid.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING CONVEYANCES:

- (1) a one-half (1/2) acre of land granted and conveyed unto Sarah Gould by deed dated the 13th day of April, 1946, from Charles T. Scott, recorded in Liber A. S. G. Jr. No. 13, folio 411, of the Land Records aforesaid.
- (2) a one-half (1/2) acre of land granted and conveyed unto Charles N. Scott, by deed dated the 8th day of May, 1956, from Charles T. Scott, and recorded in Liber T. S. P. No. 27, folio 548, of the Land Records aforesaid.
- (3) a one-quarter (1/4) acre of land granted and conveyed unto Walter Scott by deed dated the 4th day of June, 1945, from Charles T. Scott, and recorded in Liber A. S. G. Jr. No. 11, folio 280, of the Land Records aforesaid.



PARCEL NO. 4 - ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the North side of (but not immediately on) the public road leading from Bryantown to Grasonville, being part of what is k/a the Reddick property, and is more particularly described as follows:

BEGINNING for the same at the southwest corner of the lot hereby conveyed and confirmed where it adjoins the other property of the said Charles T. Scott and running thence in a northerly direction along and binding upon the lands of Willie Turner and John Turner North five degrees thirty minutes East (N 5° 30' E) 390 feet, more or less, to a stone; thence in an easterly direction through the Gibbs land and also along the other lands of Charles T. Scott (not those adjoining the place of beginning) South eighty six degrees thirty minutes East (S 86° 30' E) 434 feet to a stone on the line of the Dutcher lands; thence in a southerly direction with the Dutcher lands South five degrees thirty minutes West (S 5° 30' W) 390 feet to the lands of Charles T. Scott first mentioned; thence with the said Charles T. Scott lands in a westerly direction north eighty six degrees thirty minutes West (N 86° 30' W) 434 feet to the place of beginning.

BEING Parcel No. 1 granted and conveyed unto Charles T. Scott by deed dated the 22nd day of October, 1952, from James O. Gibbs and wife, and recorded in Liber T. S. P. No. 7, folio 242, of the Land Records aforesaid.

PARCEL NO. 4 - ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the North side of the road leading from Bryantown to Grasonville being known as the New Road, said lot of land being bounded on the South by said road, on the East by land of, or formerly of, Benjamin Carr, and on the North and West by other land of the said Charles T. Scott, containing in all One (1) acres of land, more or less.

BEING the same land granted and conveyed unto Charles T. Scott, by deed dated the 26th day of May, 1961, from Alfred Washington, et al., and recorded in Liber T. S. P. No. 60, folio 518, of the Land Records aforesaid.

PARCEL NO. 5 - ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and bounded on the North by other lands of the said Charles T. Scott, bounded on the East by the above mentioned Parcel No. 4, and on the South by the said public road, and on the West by other lands of the said Charles T. Scott, containing 1 acres of land, more or less.



BEING the same land devised by Sarah Ann Butler in her Last Will and Testament dated the 22nd day of January, 1912, unto Charles T. Scott, and recorded in Liber R. W. J. No. 2, folio 88, of the Will Record Books for Queen Anne's County.

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 party of the second part, his heirs and assigns, in fee simple, forever.

AND the said party of the first part does hereby covenant that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said Grantor.

TEST: (as to Grantor)

Harry A. Butler

Charles T. Scott (SEAL)  
Charles T. Scott

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

I HEREBY CERTIFY, that on this 14th day of November, 1961, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles T. Scott, widower, and acknowledged the foregoing Deed to be his respective act.

WITNESS my hand and Notarial seal.

Notary  
Public  
Seal

*Filed June 29, 1965*

MARCY FOSTER COLLIER

Notary Public

My comm. exp. 5-6-63

EXAMINER'S  
EXHIBIT "2"  
1961

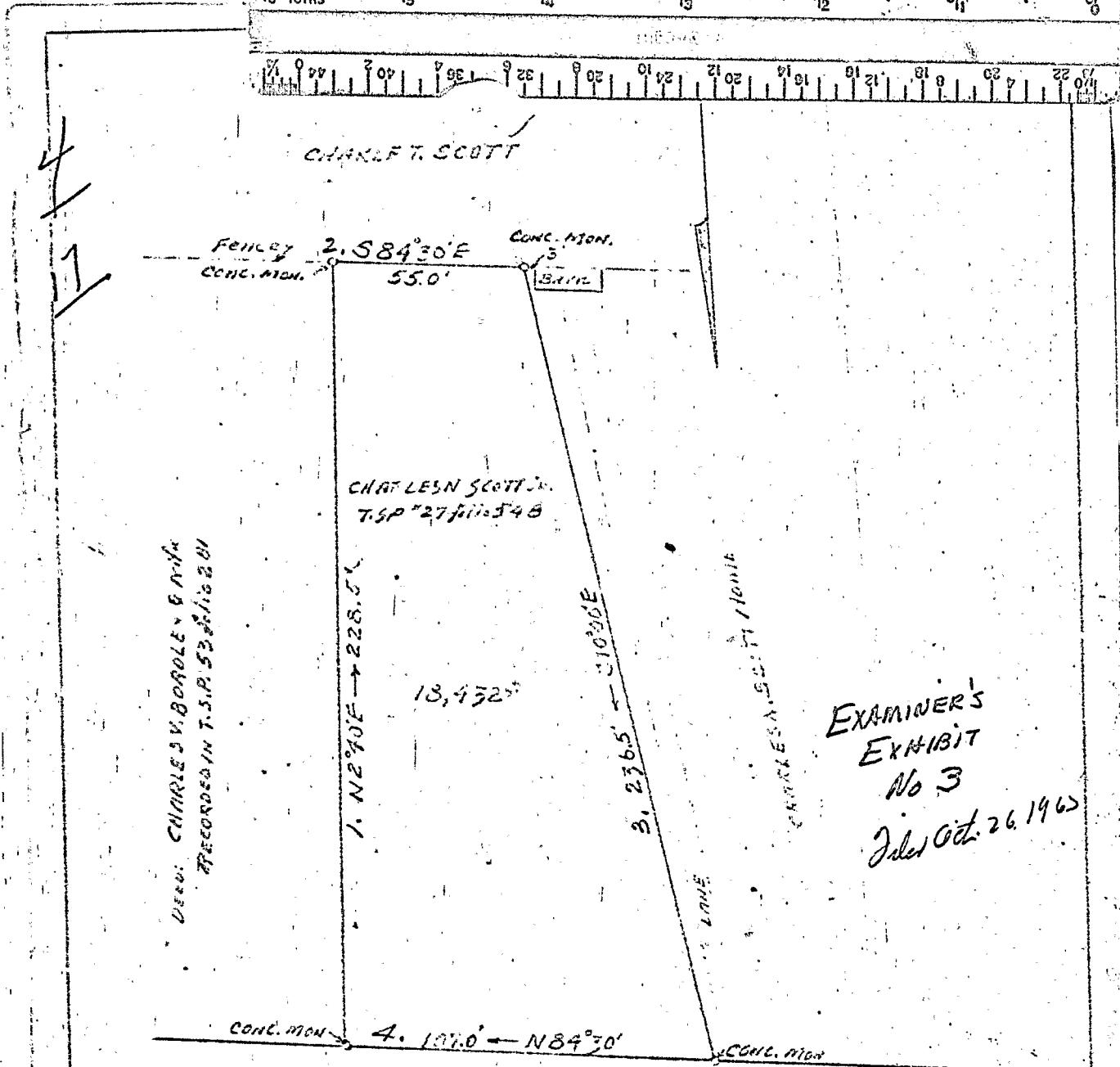
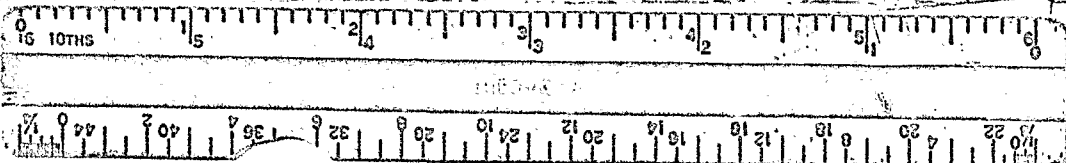
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 67, folio 207, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 29th day of June in the year nineteen hundred and sixty-five.



Charles W. Cecil  
Clerk



EXAMINER'S  
EXHIBIT  
No 3  
Filed Oct. 26 1965

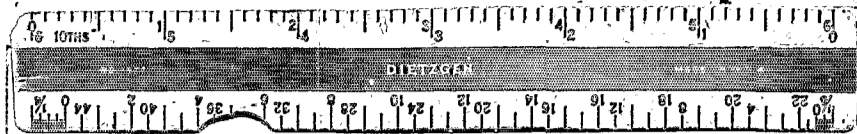
PLAT OF A SURVEY OF LAND  
BELONGING TO  
HENRY TINGLE SR & BEATRICE TINGLE, his wife  
LOCATED IN FIFTH ELECTION DISTRICT  
QUEEN ANNES COUNTY, MARYLAND

Scale 1" = 40' SURVEYED FEBRUARY 9, 1965  
BY J. Frederick Bue,  
DEPT. MARYLAND  
LICENSED SURVEYOR NO. REC. NR 1163

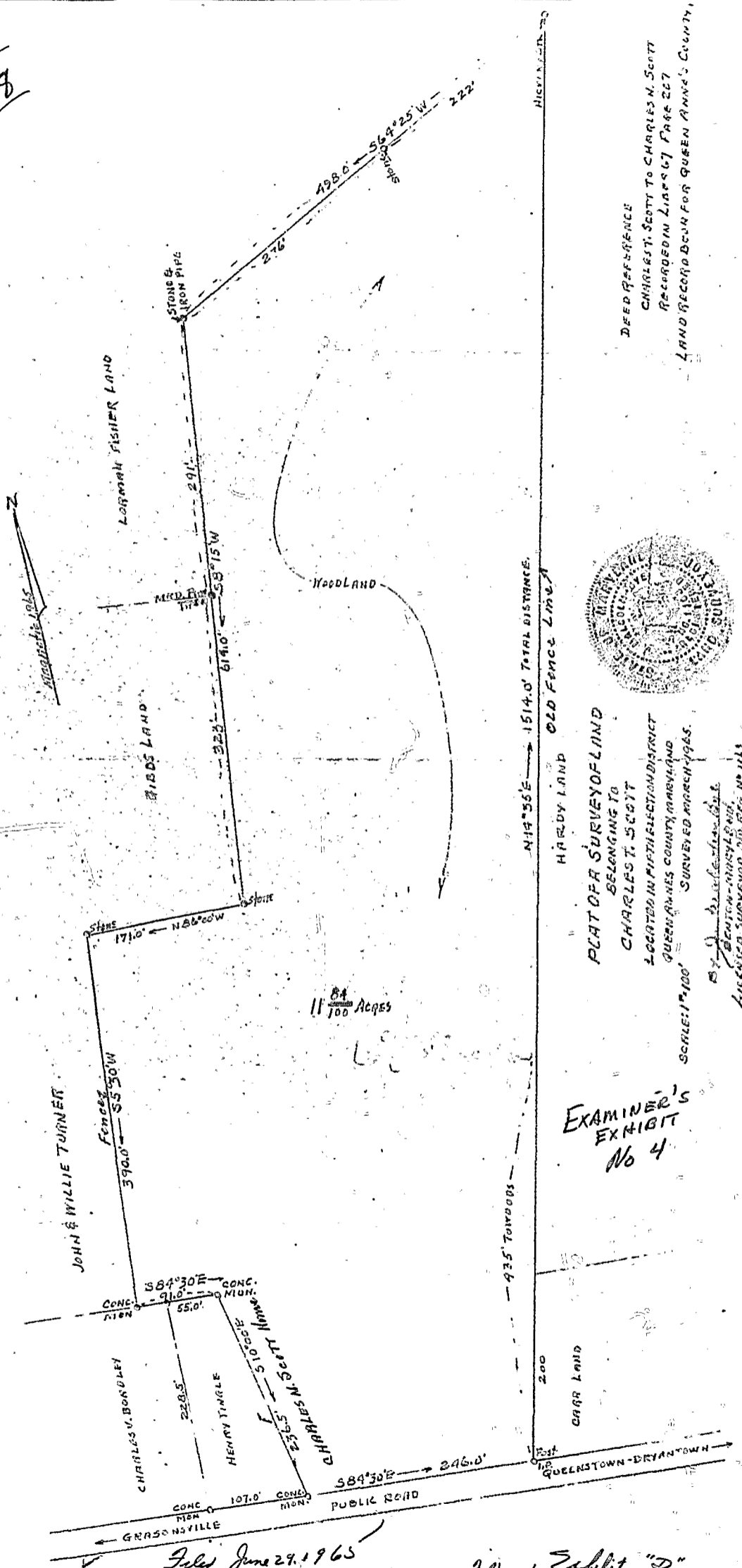


John C.

Filed June 29, 1965



5  
18



11 <sup>84</sup>/<sub>100</sub> Acres

DEED REFERENCE  
 CHARLES T. SCOTT TO CHARLES M. SCOTT  
 RECORDED IN LIBER 67 PAGE 207  
 LAND RECORDED IN FOR QUEEN ANNES COUNTY, M.D.



PLAT OF A SURVEY OF LAND  
 BELONGING TO  
 CHARLES T. SCOTT  
 LOCATED IN FIFTH ELECTION DISTRICT  
 QUEEN ANNES COUNTY, MARYLAND  
 SURVEYED MARCH 1965.  
 SCALE: 1"=100'  
 BY *John H. ...*  
 Licensed Surveyor No. 1116

EXAMINER'S  
EXHIBIT  
No 4

Filed June 29, 1965

Filed Oct 26, 1965 Exhibit "D"

Queen Anne's County, to wit: Be it remembered that on the Eighth day of November in the year Eighteen hundred and Seventy Six, the following Deed was brought to be recorded, to wit:

This Deed made and executed this eighth day of November in the year Eighteen hundred and Seventy Six by Lloyd Tilghman surviving Trustee, under a Deed of Trust from William Grason, late of Queen Anne's County, deceased, to said Tilghman and Phileman B. Hopper, also late of said county, deceased said deed of trust bearing date the eleventh day of April in the year Eighteen hundred and sixty eight and duly recorded among the Land Records of said County, Whereas, the said Tilghman as surviving Trustee, under the power and authority conferred upon him by said Deed of trust, hath sold to Charles Scott of said County part of the Real Estate, conveyed to said trustees by said deed of trust and which is more particularly described in this deed, at and for the price or sum of two hundred dollars, and whereas said Charles Scott hath fully paid and satisfied said sum of money to said surviving trustee; Now therefore this deed Witnesseth, that the said Lloyd Tilghman, surviving trustee as aforesaid, in consideration of the premises and in further consideration of the sum of one dollar to said Tilghman paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to said Charles Scott, in fee simple, all that piece or parcel of land, situate in Piney Neck in said county, and being part of a tract of land called "Courseys Range" and "Hemsley's Britland", and which said lot or parcel of land is contained within the metes and bounds, courses and distances, following, to wit: Beginning for the same at a Stake at the north west corner of said Lot or parcel of ground Set by James W. Thompson, Surveyor, at a survey thereof made by him on the seventeenth day of September in the year Eighteen hundred and seventy two, and running thence South forty perches; thence East thirty seven, perches; thence north seven degrees and thirty minutes East forty perches and one half perch; and thence west forty three perches to the place of Beginning. containing ten acres of land, more or less, as surveyed and laid out by said Thompson on the day and year last aforesaid as will appear by his plat and certificate to be recorded herewith.

In witness whereof the said Lloyd Tilghman, surviving trustee as aforesaid hath hereunto set his hand and seal on the day and year first herein before written

Signed Sealed and delivered in ) LLOYD TILGHMAN (SEAL)  
the presence of - G.A.T. Wright ) Surviving Trustee

State of Maryland, Queen Anne's County, to wit: Be it remembered and it is hereby certified that on this eighth day of November in the year Eighteen hundred and seventy six, before me the Subscriber, a Justice of the peace of the said State in and for said County, personally appeared Lloyd Tilghman, Surviving Trustee and acknowledged the within deed to be his act.

Taken and certified by

G.A.T. Wright J.P.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber J.W. 6, folio 308, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 29th day of June in the year nine teen hundred and sixty-five.

CHARLES W. CECIL, Clerk

*Charles W. Cecil*



*Exh. "2"*

Queen Anne's County, to wit: be it remembered that on the twenty sixth day of September in the year Eighteen hundred and eighty five, 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 Eighty five, by John B. Brown, Trustee of Queen Anne's County State of Maryland, witnesseth; whereas by virtue of his office as Trustee, in No. 269 on the Chancery Docket of the Circuit Court for Queen Anne's County, in equity entitled Lloyd Tilghman and P. B. Hopper, Trustees VS. James B. Grason and others the said John B. Brown made sale of the hereinafter described Lot of Land to Charles Scott, colored, of Queen Anne's County aforesaid at and for Forty Dollars, who having paid therefor has departed this life, leaving a widow, Mary Scott and leaving Isaih Scott, Daniel Scott, Nelson Scott, Hester Reddick, Louisa Hutchins, Eliza Carter, his children and heirs at law entitled to said land and it is now proposed to vest the with the legal title to said land. Now, therefore, the said John B. Brown, Trustee, in consideration of the Premises and the sum of One dollar, doth grant and convey to the said Isaih Scott, Daniel Scott, Nelson Scott, Hester Reddick Louisa Hutchins and Eliza Carter as tenants in common, in fee simple, Lot No. 13 of the Grason Lots, being a Lot of Land situate, lying, and being in the Fifth Election District of Queen Anne's County, State of Maryland, beginning for the same at the end of the third line of Lot No. 9 conveyed to the late Charles Scott, by Lloyd Tilghman Trustee by deed dated the Eighth day of November, Eighteen hundred and seventy six and recorded in Liber J.W. No. 6 folios 308 and 309 a Land Record Book for Queen Anne's County aforesaid and running with the 4th line of Lot No. 9 North Eighty-nine degrees West eighteen perches thence North one degree East Seventeen perches thence South eighty nine degrees East twenty and four fifth perches thence by a straight line to the beginning containing two acres and ten perches of land, Subject nevertheless to the Dower interest of Mary Scott therein.

As witness his hand and seal

Test:  
R. GOLDSBOROUGH

JOHN B. BROWN (SEAL)  
Trustee

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

I hereby certify that on this twenty fifth day of September in the year Eighteen hundred and Eighty-five, before me the subscriber, a Justice of the Peace, of the State of Maryland in and for Queen Anne's County aforesaid personally appeared, John B. Brown, Trustee, as aforesaid and acknowledged the foregoing Deed to be his respective act.

R. GOLDSBOROUGH, J.P.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber S.C.D. No. 7, folio 413, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 29th day of June in the year nineteen hundred and sixty-five.

Charles W. Cecil  
Clerk

*Exhibit J.*

LIBER

4 PAGE 349

8

CHARLES N. SCOTT,  
GRASONVILLE, MARYLAND,

COMPLAINANT.

VS.

THE UNKNOWN HEIRS, DEVISEES,  
AND PERSONAL REPRESENTATIVES  
OF CHARLES SCOTT, MARY SCOTT,  
ISAIAH SCOTT, DANIEL SCOTT,  
NELSON SCOTT, HESTER REDDICK,  
LOUISA HUTCHINS, ELIZABETH  
CARTER, SALLIE ANN BUTLER,  
CHARLES T. SCOTT, MARY L.  
SCOTT, JOHN H. SCOTT, HENRIETTA  
SCOTT WASHINGTON, ISABEL BURKE,  
AND JOSEPH CARTER, AND ALL OTHER  
PERSONS, THEIR HEIRS, DEVISEES  
AND PERSONAL REPRESENTATIVES,  
WHO COULD CLAIM ANY INTEREST IN  
THE REAL ESTATE MENTIONED IN  
THESE PROCEEDINGS OR WHO COULD  
CLAIM TO HOLD A LIEN OR ENCUM-  
BRANCE ON THE REAL ESTATE MEN-  
TIONED IN THESE PROCEEDINGS, AND  
TIDEWATER BANK, A CORPORATION,  
STEVENSVILLE, MARYLAND.

DEFENDANTS.

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4705

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Plaintiff be made the absolute owner of the tracts of land hereinafter respectively described with the perfect right of absolute disposition of the same, as against the Respondents and for an absolute and permanent injunction against any of the Respondents to claiming any interest in said land.

The Bill recites that this proceeding is - - - - -

(1) That this proceeding is filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

(2) That your Petitioner by virtue of two conveyances from his Father, Charles T. Scott, did receive title to the following parcels of real estate in the Fifth Election District of Queen Anne's County, State of Maryland, to wit:

By deed dated May 8th, 1956, and recorded May 8th, 1956, recorded in Liber T. S. P.No. 27, folio 548, of the Land Records of Queen Anne's County, the following parcel of land: All that lot, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the right hand or north side of the public road leading

from the Queenstown-Bryantown public road to Graconville, adjoining Walter Scott, the lands of one, Turner, and remaining lands of Charles T. Scott; BEGINNING on the North side of the road at a stone planted in the ground on the corner of this lot and the lot of Walter Scott and running in a northerly direction with the lands of Scott, a distance of 225 1/2 feet, more or less, to the Turner land, thence with the Turner land in an easterly direction 100 feet, more or less, to a corner for this lot the Turner land and remaining land of Charles T. Scott, thence with the land of Charles T. Scott in a southerly direction 225 1/2 feet, more or less, to the road, thence with road in a westerly direction 100 feet, more or less, to the point of beginning, containing 1/2 acres, more or less, a certified copy of said deed is filed herewith as Complainant's Exhibit "A".

By deed dated November 14, 1961, and recorded July 10th, 1962, in Liber T. S. P. No. 67, folio 207, of the Land Records aforesaid, the following five (5) parcels of land.

ALL those lots or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, leading from Bryantown to Graconville and more particularly described, as follows:

(a) All that lot or parcel of land in Piney Neck bounded on the northeast in its entire length by the land of, or formerly of, Eugene Dudley, bounded on the southwest by land of Louis Hutchins and by land of James Gibbs, having been formerly the land of Wm. Reddick and bounded on its remaining or northwest side its entire length by land of James Gibbs and containing 2 acres of land, more or less.

(b) All that lot improved by a small frame dwelling house on the right hand side of the public road leading from the Bryantown road to Graconville, adjoining the land of Charles T. Scott on the East bounded by said road on the

south, adjoining the George Conyer Heirs lot on the west and the John Turner lot of the north, containing 2 acres of land, more or less. Saving and Excepting the following 2 lots: 1/4 acre granted to Walter Scott by Charles T. Scott, and recorded in Liber A. S. G. Jr. No. 11, folio 280, of the Land Records of Queen Anne's County; and 1/2 acre to Sarah Gould recorded in Liber A. S. G. Jr. No. 13, folio 411, of the Land Records aforesaid.

(c) All that lot on the North side of (but not immediately on) the public road leading from Bryantown to Grasonville, being part of what is known as the Reddick property and is more particularly described, as follows: BEGINNING for the same at the south west corner of lot hereby conveyed and confirmed where it adjoins the other property of Charles T. Scott and running thence in a northerly direction along and binding upon the lands of Willie and John Turner N 5° 30' E 390', more or less, to a stone, thence in an easterly direction through the Gibbs lands and also along the other lands of Charles T. Scott (not those adjoining the place of beginning), South eighty-six degrees, thirty minutes East (S 86° 30' E), 434 feet to a stone on the line of, or formerly of, the Dutcher lands; thence in a Southerly direction with the Dutcher lands, South five degrees, thirty minutes West (S 5° 30' W), 390 feet to the lands of Charles T. Scott first mentioned; thence with the said Charles T. Scott lands in a Westerly direction, North eighty-six degrees, thirty minutes West (N 86° 30' W), 434 feet to the place of beginning.

(d) All that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the North side of the road leading from Bryantown to Grasonville being known as the New Road, said lot of land being bounded on the South by said road, on the East by land of, or formerly of, Benjamin Carr, and on the



North and West by other land of the said Charles T. Scott, containing in all, one (1) Acre of land, more or less.

(e) All that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and bounded on the North by other lands of the said Charles T. Scott, bounded on the East by the abovementioned Parcel No. (d) and on the South by the said public road, and on the West by other lands of the said Charles T. Scott, containing one (1) acre of land, more or less. A certified copy of said deed is filed herewith as Complainant's Exhibit "B".

(3) That since acquisition by the above stated conveyances your Petitioner has not disposed of any part of parcel of the land, and that all of the aforesaid parcels of land described in both deeds are contiguous and your Petitioner has had them surveyed by J. Malcolm Bye, Licensed Surveyor, into two parcels, to wit:

(a) All that lot, piece or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the right hand or North side of the public road leading from the Queenstown-Bryantown public road to Grasonville, adjoining Charles N. Scott, the lands of Charles V. Bordley, and lands of Charles T. Scott and more particularly described, as follows:

BEGINNING at a concrete monument at the north line of before mentioned county road at the east line of Charles V. Bordley lot; thence running by line of same (1) North 2 degrees 40 minutes East, 228.5 feet to a concrete monument in the division line fence for lands of Charles T. Scott adjoining on the north; thence by line of same (2) South 84 degrees 30 minutes East, 55.0 feet to a concrete monument set in the ground three (3) feet west of the barn on the Charles N. Scott home place; thence running and binding

by line of same (3) South 10 degrees 00 minutes East 236.5 feet to a concrete monument set at the north line of first mentioned county road; thence running by line of same (4) North 84 degrees 30 minutes West, 107.0 feet to the place of beginning, containing eighteen thousand four hundred and thirty-two (18,432) square feet of land. A plat of said survey is attached hereto as Complainant's Exhibit "C".

(b) All that lot, piece or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, and more particularly described, as follows:

BEGINNING at a concrete monument at the end of the east line of the Charles N. Scott, Jr., property now owned by Henry Tingle, Sr., on the North line of the public road from Graconville to the Queenstown-Bryantown Road; thence running by line of same with the Charles T. Scott land, South 84 degrees 30 minutes East 246.0 feet to an iron pipe by a corner fence post at the west line of the Thomas Carr lot; thence running by line of same and the Hardy land (formerly of Dutcher) with an old wire fence line, north 14 degrees 35 minutes east, 1514.0 feet to a hickory stake in said fence line; thence South 64 degrees 25 minutes West 222.0 feet to a stone; thence South 64 degrees 25 minutes West, 276.0 feet to an iron pipe and stone at the line of Lorman Fisher land; thence running with line of same South 8 degrees 15 minutes West, 291.0 feet to a marked pine tree at the northeast corner of Gibbs land; thence by line of same South 8 degrees 15 minutes West 323.0 feet to a stone; thence North 86 degrees 00 minutes West 171.0 feet to a stone at West line of John and Willie Turner lands; thence by line of same South 5 degrees 30 minutes West 390.0 feet to a concrete monument in the North line of Charles V. Bordley lot; thence by line of same South 84 degrees 30 minutes East, 36.0 feet to a concrete monument at the West line of Henry Tingle, property; thence on by same course 55.0 feet to a concrete monument at the

east line of said Tingle lot at the line of Charles N. Scott home property, the entire line being South 84 degrees 30 minutes East, 99.0 feet; thence running by said Tingle and Charles N. Scott line South 10 degrees 00 minutes East 236.5 feet to the beginning, containing an area of eleven and eighty-four one-hundredths (11.84) acres of land, more or less. A plat of said survey is attached hereto as Complainant's Exhibit "D".

(4) That Charles T. Scott on or about the year 1912 did enter into possession of the aforescribed land and did from that date, until the dates of the conveyances to the Petitioner, actually possess the same openly, notoriously, exclusively, hostilely, continuously and under a claim of ownership.

(5) That the aforescribed land is also part of the same land as was described in the following deeds: (a) from Lloyd Tilghman, surviving Trustee to Charles Scott, grandfather of the aforementioned Charles T. Scott, dated November 18, 1876, and recorded in Liber J. W. No. 6, folio 308, a certified copy of which is attached hereto as Complainant's Exhibit "E", and (b) from John B. Brown, Trustee, to Isaiah Scott, et al, dated September 26, 1885, and recorded in Liber S. C. D. No. 7, folio 413, a certified copy is attached hereto as Complainant's Exhibit "F".

(6) That Charles Scott died prior to 1885 and there was no administration on his estate; he was survived by a widow, Mary Scott, and the following children: Isaiah Scott, Daniel Scott, Nelson Scott, Hester Reddick, Louisa Hutchins, Elizabeth Carter; and the following heirs of a deceased son, Charles T. Scott, Sr., John H. Scott, Henrietta Scott Washington, Charles T. Scott, Jr., Mary L. Scott and Sallie Ann Butler, his widow.

(7) The undivided interest of Louisa Hutchins was devised to Isabel Burke and the undivided interest of Nelson Scott was sold at Sheriff's sale to one, Joseph Carter, but no division or partition of the Charles Scott real estate was ever consummated by the heirs at law or their assigns.

(8) That Charles T. Scott, Jr., after taking possession of the lands described in these proceedings, did attempt from time to time by various deeds to acquire a record title to said land, but because of the lack of family records, lack of partition proceedings or administration on various and numerous estates and the lack of any metes and bounds descriptions or any description as to various holdings, he was not successful.

(9) That Charles N. Scott on acquiring title to the aforescribed lands by deeds from Charles Scott, did enter into possession of the lands and has from those dates to this date actually, openly, notoriously, exclusively, hostilely and under a claim of title possessed the same.

(10) That your Petitioner is in peaceable possession of the aforementioned lands, but has contracted to sell the same and has been advised by counsel for the purchasers that he can not deliver a clear title to said lands.

(11) That the Tidewater Bank is the holder of a mortgage on the aforescribed property, said mortgage dated January 29th, 1963, and recorded in Liber T. S. P. No. 70, folio 345, of the Land Records of Queen Anne's County, and said Tidewater Bank is joined as a Respondent to preserve and secure its lien on said property.

(12) That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from said title to the land aforementioned.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 29<sup>th</sup> day of June, 1965, 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 (4)

successive weeks, before the 29<sup>th</sup> day of July, 1965, shall give notice to the Respondents, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 30<sup>th</sup> day of August, 1965, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise, a decree pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiff.

Filed: June 29, 1965

Charles W. Cecil  
Clerk.

CHARLES N. SCOTT,  
Grasonville, Maryland,  
COMPLAINANT.

IN THE

VS.

CIRCUIT COURT

THE UNKNOWN HEIRS, DEVISEES,  
AND PERSONAL REPRESENTATIVES  
OF CHARLES SCOTT, MARY SCOTT,  
ISAIAH SCOTT, DANIEL SCOTT,  
NELSON SCOTT, HESTER REDDICK,  
LOUISA HUTCHINS, ELIZABETH  
CARTER, SALLIE ANN BUTLER,  
CHARLES T. SCOTT, MARY L.  
SCOTT, JOHN H. SCOTT, HENRIETTA  
SCOTT WASHINGTON, ISABEL BURKE,  
AND JOSEPH CARTER, AND ALL OTHER  
PERSONS, THEIR HEIRS, DEVISEES  
AND PERSONAL REPRESENTATIVES,  
WHO COULD CLAIM ANY INTEREST IN  
THE REAL ESTATE MENTIONED IN  
THESE PROCEEDINGS OR WHO COULD  
CLAIM TO HOLD A LIEN OR ENCUM-  
BRANCE ON THE REAL ESTATE MEN-  
TIONED IN THESE PROCEEDINGS; AND  
TIDEWATER BANK, A CORPORATION,  
STEVENSVILLE, MARYLAND,

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4705

DEFENDANTS.

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles N. Scott, by his attorneys,  
Clayton C. Carter and Robert R. Price, Jr., in the above entitled  
cause, unto your Honors, respectfully shows:

(1) That a Bill to Quiet Title in the above entitled  
Cause was filed in this Honorable Court on June 28, 1965,  
being Chancery No. 4705.

(2) That an Order of Publication was filed with said  
Bill, and the same was forwarded to the Queen Anne's Record  
Observer for publication commencing in the issue of July  
1st, 1965.

(3) That an Order of Court under Maryland Rule No.  
180 (c) and 105 (e) is required for said publication.

WHEREFORE, Your Petitioners pray this Honorable Court  
to issue an order directing process of publication against  
the defendants nunc pro tunc as of June 28th, 1965.

Respectfully submitted

*Clayton C. Carter*  
Clayton C. Carter,  
111 Lawyer's Row  
Centreville, Md.  
Phone: 758-1680

*Robert R. Price, Jr.*  
Robert R. Price, Jr.,  
103 Lawyer's Row  
Centreville, Md.  
Phone: 758-1660  
Solicitors for Complainant.

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

Filed June 30, 1965

ORDER OF COURT

10

UPON the foregoing Petition, it is ORDERED this 30<sup>th</sup> day of June, 1965, nunc pro tunc June 28th, 1965, by the Circuit Court for Queen Anne's County, in Equity, that the Clerk of Court issue an Order Of Publication against the defendants pursuant to Rule 105.

*W. J. [Signature]*  
JUDGE.

*Filed June 30. 1965*

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
756-1660

LEGAL NOTICES

Charles N. Scott, Grasonville, Maryland Complainant
The unknown heirs, devisees, and personal representatives of Charles T. Scott, Mary Scott, Isiah Scott, Daniel Scott, Nelson Scott, Hester Reddick, Louisa Hutchins, Elizabeth Carter, Sallie Ann Butler, Charles T. Scott, Mary E. Scott, John H. Scott, Henrietta Scott Washington, Isabel Burke, and Joseph Carter, and all other persons, their heirs, devisees and personal representatives, who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings; and Tidewater Bank, a Corporation, Centerville, Maryland. Defendants

In the Circuit Court for Queen Anne's County In Equity No. 4705

Order Of Publication

The object of this suit is to procure a decree that the Plaintiff be made the absolute owner of the tract of land hereinafter respectively described with the perfect right of absolute disposition of the same, as against the Respondents and for an absolute and permanent injunction against any of the Respondents to claim any interest in said land.

The Bill recites that this proceeding is...

(1) That this proceeding is filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

(2) That your Petitioner by...

two of two conveyances from his father, Charles T. Scott, did receive title to the following parcels of real estate in the Fifth Election District of Queen Anne's County, State of Maryland, to wit: By deed dated May 8th, 1956, and recorded May 8th, 1956, recorded in Liber T. S. P. No. 27, folio 548, of the Land Records of Queen Anne's County, the following parcel of land: All that lot, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the right hand or north side of the public road leading from the Queenstown-Bryantown public road to Grasonville, adjoining Walter Scott, the lands of one, Turner, and remaining lands of Charles T. Scott; BEGINNING on the North side of the road at a stone planted in the ground on the corner of this lot and the lot of Walter Scott and running in a northerly direction with the lands of Scott, a distance of 225 1/2 feet, more or less, to the Turner land, thence with the Turner land in an easterly direction 100 feet, more or less, to a corner for this lot the Turner land and remaining land of Charles T. Scott, thence with the land of Charles T. Scott in a southerly direction 225 1/2 feet, more or less, to the road, thence with road in a westerly direction 100 feet, more or less, to the point of beginning, containing 1/2 acre, more or less, a certified copy of said deed is filed herewith as Complainant's Exhibit "A".

By deed dated November 14, 1961, and recorded July 10th, 1962, in Liber T. S. P. No. 67, folio 207, of the Land Records aforesaid, the following five (5) parcels of land: ALL those lots or parcels of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, leading from Bryantown to Grasonville and more particularly described, as follows: (a) All that lot or parcel of land in Piney Neck bounded on the north, east and south by the land of, or formerly of, Eugene Dudley, bounded on the southwest by land of Louisa Hutchins and by land of James Gibbs, having been formerly the land of Wm. Reddick and bounded on its remaining or northwest side its entire length by land of James Gibbs and containing 2 acres of land, more or less.

(b) All that lot improved by a small frame dwelling house on the right hand side of the public road leading from the Bryantown road to Grasonville, adjoining the land of Charles T. Scott on the east, bounded by said road on the south, adjoining the George Conyer Heirs lot on the west and the John Turner lot of the north, containing 2 acres of land, more or less, saving and excepting the following 2 lots 1/4 acre each owned to Walter Scott by Charles T. Scott, and recorded in Liber A. S. G., Jr., No. 11, folio 260, of the Land Records of Queen Anne's County; and 1/2 acre to Sarah Gould recorded in Liber A. S. G., Jr., No. 13, folio 411, of the Land Records aforesaid.

(c) All that lot on the North side of (but not immediately on) the public road leading from Bryantown to Grasonville, being part of what is known as the Reddick property and is more particularly described, as follows: BEGINNING for the same at the south west corner of lot hereby conveyed and confirmed where it adjoins the other property of Charles T. Scott and running thence in a northerly direction along and binding upon the lands of Willie and John Turner N 5° 30' E 389', more or less, to a stone, thence in an easterly direction through the Gibbs lands and also along the other lands of Charles T. Scott (not those adjoining the place of beginning) South eighty-six degrees, thirty minutes East (S 86° 30' E), 434 feet to a stone on the line of, or formerly of, the Dutcher lands; thence in a Southerly direction with the Dutcher lands, South five degrees, thirty minutes West (S 5° 30' W), 390 feet to the Lands of Charles T. Scott first mentioned; thence with the said Charles T. Scott lands in a westerly direction, North eighty-six degrees, thirty minutes West (N 86° 30' W), 434 feet to the place of beginning.

North side of the road leading from Bryantown to Grasonville being known as the New Road, said lot of land being bounded on the South by said road, on the East by land of, or formerly of, Benjamin Carr, and on the North and West by other land of the said Charles T. Scott, containing in all, one (1) Acre of land, more or less.

(e) All that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and bounded on the North by other lands of the said Charles T. Scott, bounded on the East by the above-mentioned Parcel No. (d) and on the South by the said public road, and on the West by other lands of the said Charles T. Scott, containing one (1) acre of land, more or less. A certified copy of said deed is filed herewith as Complainant's Exhibit "B".

(3) That since acquisition by the above stated conveyances your Petitioner has not disposed of any part or parcel of the land, and that all of the aforesaid parcels of land described in said deeds are contiguous and your Petitioner has had them surveyed by J. Malcolm Dye, Licensed Surveyor, into two parcels, to wit:

(a) All that lot, piece or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the right hand or North side of the public road leading from the Queenstown-Bryantown public road to Grasonville, adjoining Charles N. Scott, and lands of Charles T. Scott and more particularly described, as follows: BEGINNING at a concrete monument at the north line of before mentioned county road at the east line of Charles V. Bordley lot; thence running by line of same (1) North 2 degrees 40 minutes East, 238.5 feet to a concrete monument in the division line fence for lands of Charles T. Scott adjoining on the north, thence by line of same (2) South 84 degrees 30 minutes East, 55.0 feet to a concrete monument set in the ground three (3) feet west of the barn on the Charles N. Scott home place; thence running and binding by line of same (3) South 10 degrees 00 minutes East 236.5 feet to a concrete monument set at the north line of first mentioned county road; thence running by line of same (4) North 84 degrees 30 minutes West, 107.0 feet to the place of beginning, containing eighteen thousand four hundred and thirty-two (18,432) square feet of land. A plat of said survey is attached hereto as Complainant's Exhibit "C".

(b) All that lot, piece or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, and more particularly described, as follows: BEGINNING at a concrete monument at the end of the east line of the Charles N. Scott, Jr., property now owned by Henry Tingle, Sr., on the North line of the public road from Grasonville to the Queenstown-Bryantown Road; thence running by line of same with the Charles T. Scott land, South 84 degrees 30 minutes East 246.0 feet to an iron pipe running by line of same (4) North 84 degrees 30 minutes West, 107.0 feet to the place of beginning, containing eighteen thousand four hundred and thirty-two (18,432) square feet of land. A plat of said survey is attached hereto as Complainant's Exhibit "C".

(10) That your Petitioner is in peaceable possession of the aforesaid lands, but has contracted to sell the same and has been advised by counsel for the purchasers that he can not deliver a clear title to said lands. (11) That the Tidewater Bank is the holder of a mortgage on the aforesaid property, said mortgage dated January 29th, 1963, and recorded in Liber T. S. P. No. 70, folio 345, of the Land Records of Queen Anne's County, and said Tidewater Bank is joined as a Respondent to preserve and secure its lien on said property.

(4) That Charles T. Scott on or about the year 1912 did enter into possession of the aforesaid land and did from that date, until the dates of the conveyances to the Petitioner, actually possess the same openly, notoriously, exclusively, hostile, continuously and under a claim of ownership.

(5) That the aforesaid land is also part of the same land as was described in the following deeds: (a) from Lloyd Tighman, surviving Trustee to Charles Scott, grandfather of the aforesaid Charles T. Scott, dated November 18, 1876, and recorded in Liber J. W. No. 6, folio 303, a certified copy of which is attached hereto as Complainant's Exhibit "D"; and (b) from John B. Brown, Trustee, to Isiah Scott, et al, dated September 26, 1885, and recorded in Liber S. C. D. No. 7, folio 413, a certified copy is attached hereto as Complainant's Exhibit "E".

(6) That Charles Scott died prior to 1885 and there was no administration on his estate; he was survived by a widow, Mary Scott, and the following children: Isiah Scott, Daniel Scott, Nelson Scott, Hester Reddick, Louisa Hutchins, Elizabeth Carter; and the following heirs of a deceased son, Charles T. Scott, Sr., John H. Scott, Henrietta Scott Washington, Charles T. Scott, Jr., Mary L. Scott and Sallie Ann Butler, his widow.

(7) The undivided interest of Louisa Hutchins was devised to Isabel Burke and the undivided interest of Nelson Scott was sold at Sheriff's sale to one, Joseph Carter, but no division or partition of the Charles T. Scott real estate was ever consummated by the heirs at law or their assigns.

(8) That Charles T. Scott, Jr., after taking possession of the lands described in these proceedings, did attempt from time to time by various deeds to acquire a record title to said land, but because of the lack of family records, lack of partition proceedings or administration on various and numerous estates and the lack of any meters and bounds descriptions or any description as to various holdings, he was not successful.

(9) That Charles N. Scott on acquiring title to the aforesaid lands by deeds from Charles Scott, did enter into possession of the lands and has from those dates to this date actually, openly, notoriously, exclusively, hostilely and under a claim of title possessed the same.

(12) That no action at law or in equity is now pending to test the validity or to quiet or remove the cloud from said title to the land aforesaid. IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 29th day of June, 1965, 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 (4) successive weeks, before the 29th day of July, 1965, shall give notice to the Respondents, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 30th day of August, 1965, and file their answer or other legal pleading in the Clerk's Office of said Court, at Centerville, Maryland; otherwise a de-

crea pro confesso and/or a final decree may be entered for the relief demanded by the Plaintiff. CHARLES W. OEGEL, Clerk Filed: June 29, 1965 True Copy Test: CHARLES W. OEGEL, Clerk 4-7-22

Queen Anne's RECORD-OBSERVER Centerville, Md., SEPT 16, 1965. THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER OF PUBLICATION #4705 in the XXXXXXXX... a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published in Centerville, in Queen Anne's County, Maryland, once a week for 4... successive weeks before the 29... day of JULY 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 1... day of JULY 1965, and the last insertion on the 22... day of JULY 1965. THE RECORD-OBSERVER CORPORATION By Mary Lee Walters Filed Sept. 20. 1965



12  
CHARLES N. SCOTT, : In The Circuit Court For  
Grasonville, Maryland, :  
Complainant : Queen Anne's County  
vs. :  
CHARLES SCOTT, ET AL. : In Equity  
Defendants. : No. 4705

PETITION FOR DECREE PRO  
CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clayton C. Carter and Robert R. Price, Jr., Attorneys for Charles N. Scott, respectfully represents:

(1) That the Defendants, Charles Scott, Mary Scott, Isaiah Scott, Daniel Scott, Nelson Scott, Hester Reddick, Louisa Hutchins, Elizabeth Carter, Sallie Ann Butler, Charles T. Scott, Mary L. Scott, John H. Scott, Henrietta Scott Washington, Isabel Burke and Joseph Carter, and their unknown heirs, devisees and personal representatives, and all other persons, their heirs, devisees and personal representatives, who could claim any interest in the real estate mentioned in the proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, and Tidewater Bank, a corporation, have been duly served, summoned to appear, answer and defend in this Cause, as evidenced by the Order of Publication issued in this Cause, and the Certificate of Publication of the same by the Queen Anne's Record Observer, all of which is filed herein in this Cause.

(2) That although the time allowed by said Order of Publication to the said Defendants to answer and defend in this Cause has long since passed, the Defendants have failed to enter their appearance, either in proper person, or by solicitor and have not filed any pleadings herein.

(3) That your Petitioners are advised and therefore allege that they have a right to secure a decree pro confesso against the Defendants, and that the papers be submitted to one of the examiners of this Court, so that your Petitioners may offer testimony in support of the allegations in the Bill of Complaint.

TO THE END, THEREFORE:

(1) That a Decree Pro Confesso may be granted by this Honorable Court against the Defendants hereinabove named and their heirs, devisees and personal representatives and all other persons, their heirs, devisees and personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim a lien or encumbrance on the real estate mentioned in these proceedings.

(2) That the papers in this Cause may be submitted to one of the standing examiners of this Court, so that your Petitioners may take testimony in support of the allegations of the Bill of Complaint.

(3) That your Petitioners may have such other and fur-

ther relief as their case may require.

AND AS IN DUTY BOUND, ETC.

*Robert R. Price, Jr.*

Robert R. Price, Jr.  
103 Lawyer's Row  
Centreville, Maryland  
Phone: 758-1660

*Clayton C. Carter*

Clayton C. Carter,  
111 Lawyer's Row  
Centreville, Maryland  
Phone: 758-1680

Solicitors for Complainant.

*Filed Sept. 20, 1965*

13

CHARLES N. SCOTT, : IN THE CIRCUIT COURT FOR  
GRASONVILLE, MARYLAND, :  
COMPLAINANT. : QUEEN ANNE'S COUNTY  
VS. :  
CHARLES SCOTT, ET AL, : IN EQUITY  
DEFENDANTS. : NO. 4705

ORDER OF COURT

That foregoing Petition having been read and considered, and it appearing that the Defendants, Charles Scott, Mary Scott, Isaiah Scott, Daniel Scott, Nelson Scott, Hester Reddick, Louisa Hutchins, Elizabeth Carter, Sallie Ann Butler, Charles T. Scott, Mary L. Scott, John H. Scott, Henrietta Scott Washington, Isabel Burke and Joseph Carter, and their unknown heirs, devisees and personal representatives, and all other persons, their heirs, devisees and personal representatives, who could claim any interest in the real estate mentioned in the proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings and Tidewater Bank, a corporation; having been duly summoned and failed to appear, either in person or by Solicitor to the Bill of Complaint filed herein.

IT IS THEREUPON this 21<sup>st</sup> day of September 1965, by the Circuit Court for Queen Anne's County, In Equity, and 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 the same is hereby taken Pro Confesso against the Defendants, Charles Scott, Mary Scott, Isaiah Scott, Daniel Scott, Nelson Scott, Hester Reddick, Louisa Hutchins, Elizabeth Carter, Sallie Ann Butler, Charles T. Scott, Mary L. Scott, John H. Scott, Henrietta Scott Washington, Isabel Burke and Joseph Carter, and their unknown heirs, devisees and personal representatives, and all other persons, their heirs, devisees and personal representatives, who could claim any interest in the real estate mentioned in the proceedings, or who could claim to hold a lien or encumbrance on

the real estate mentioned in these proceedings, and Tidewater Bank, a corporation, but because it does not certainly appear to what relief the Petitioners are entitled, IT IS FURTHER ORDERED and ADJUDGED that leave be granted to the Petitioners to take testimony before one of the standing examiners of this Court, to support the allegations of the Bill of Complaint.

*[Signature]*  
JUDGE.

*Filed Sept 21. 1965*

In The Circuit Court For  
Queen Anne's County  
*14* In Equity  
No. 4705

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND 21617

Charles N. Scott,  
Grasonville, Md.

Complainant

vs.

Charles Scott, et al,

Defendants.

Depositions

*B. Hackett Turner, Jr.*  
B. Hackett Turner, Jr., Examiner

Date Filed: \_\_\_\_\_

*Filed Oct. 26. 1965*

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

84

CHARLES N. SCOTT,  
Grasonville, Maryland,

Complainant

vs.

CHARLES SCOTT, ET AL,

Defendants.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4705

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The undersigned, one of the Standing Examiners for the Circuit Court for Queen Anne's County, in Equity, at the request of Robert R. Price, Jr., Solicitor for the Plaintiff, did, at his office, and after swearing the witnesses and the stenographer, Marcy F. Collier, proceed to take the following depositions, on the dates and the times as follows:

Charles N. Scott, on October 18th, 1965, commencing at 7:45 and completed at 8:45 P.M.

Thurman P. Jefferson, on October 19th, 1965, commencing at 1:30 and completed at 2:00 P.M.

Harry C. Butler, on October 20th, 1965, commencing at 8:00 and completed at 8:30 A.M.

Walter Scott, on October 20th, 1965, commencing at 7:45 and completed at 8:20 P.M.,

and I do further certify that I was present during the taking of the depositions; that the examination was properly conducted, and that I did not deem it necessary for me to examine any of the witnesses, there being no unusual or irregular circumstances in the taking of the depositions or in the conduct of the proceedings.

*B. Hackett Turner Jr*  
B. Hackett Turner, Jr.,  
Examiner.

*Filed Oct. 26. 1965*

The first witness, Charles N. Scott, on his own behalf, having been duly sworn, did depose and say:

Q. Please state your name, age and address.

A. Charles N. Scott, born May 14th, 1914, 52 years old, Grasonville, Maryland.

Q. Are you the son of Charles T. Scott?

A. Yes sir.

Q. Is your Father still living?

A. No sir, he departed this life. I think it was the 3rd or 2nd of March, 1965.

Q. How old was your Father when he died?

A. 87 years old.

Q. During your Father's lifetime, how many tracts of land did he convey to you?

A. 2 parcels, one where the bungalow is and all the rest of his land.

Q. Charles, I hand you a paper writing, and ask you to identify it.

A. It is a certified copy of a deed dated May 8th, 1956, from Charles T. Scott, widower, to Charles N. Scott, Jr., single man, and recorded in Liber T. S. P. No. 27, folio 548.

(Attorney offered this as Examiner's Exhibit #1)

Q. Charles, Examiner's Exhibit #1 calls for a tract of land approximately 100' x 225 1/2', do you still own this tract of land?

A. Yes sir.

Q. Are there any improvements on this land?

A. There is a bungalow on part of the land.

Q. Did you construct the improvements after you purchased it?

A. Yes sir.

Q. Charles, I hand you a paper writing, and ask you to identify it?

A. This is a certified copy of a deed from Charles T. Scott, widower, to Charles N. Scott, dated November 14, 1961, and recorded in Liber T. S. P. No. 67, folio 207.

(Attorney offered this as Examiner's Exhibit #2)

Q. There are 5 parcels of land called for in Examiner's Exhibit #2, from your Father to you, are there any improvements on these?

A. Yes sir, a barn, house and a garage, they were there when my Father conveyed the property to me.

Q. At the time of your Father's death, in 1965, did he own real estate in Queen Anne's County?

A. No sir.

Q. Since your Father conveyed these parcels to you, have you ever transferred any of this property to any third party?

A. No sir.

Q. Since you acquired this land, Charles, have you ever had it surveyed?

A. Yes sir.

Q. I hand you a paper writing, and ask you to identify it.

A. It is a plat of a survey of land dated February 9, 1965, made by J. Malcolm Bye, surveyor. It is titled as belonging to Henry Tingle, Sr., who was a man at that time who I was going to sell the land to.

(Attorney offered this as Examiner's Exhibit #3)

Q. Charles, I hand you another paper writing, and ask you to identify it.

A. It is a plat of a survey of all the land that my Father, Charles T. Scott, conveyed to me, with the exception of the Henry Tingle lot. It was done by J. Malcolm Bye, surveyor in March of 1965.

(Attorney offered this as Examiner's Exhibit #4)

Q. Charles, how long had your Father possessed and owned the land as shown by these 2 surveys?

A. All my life we lived there, and he tilled the land as long as I can remember. For over 40 years.

Q. Is the 11 8/10 acres shown on Examiner's Exhibit #4 what you call the Home Place?

A. Yes sir, all of that.

Q. Did the lot to Tingle in Examiner's Exhibit #3 come off the Home Place?

A. Yes sir.

Q. Were you born on the Home Place?

A. Yes sir, as far as I know, I remember I walked to school from there many a time, and I grew up there from the first I remember.

Q. Is the present house on the Home Place the same house as you were born in?

A. No sir, the house I was born in was burned down, and we lived in the barn for a while, then my Father had the house that is there now, moved there. I'll never forget living in that barn, we had to live with the rats.

Q. What year did the house burn down?

A. About 40 years ago.

Q. The second house your Father moved there, did he live there until his death?

A. Yes, up until he got sick and came in the bungalow with me, but then he was brought back there, because he wanted to go back home so much, and he died there in the Home Place House.

Q. When you say your Father lived on the Home Place all his life, did he ever rent the house?

A. Well, he did rent the house when we moved on the Mr. Carter Bryan Farm, but he tilled the land. He tilled other land, too.

Q. Do you know whether your Father collected any rent from this house?

A. Yes sir, but I don't know how much. I know he collected it though; his people didn't do him like people did me.

Q. What was his reason for renting his house?

A. Well, at that time, he was a tenant farmer for Mr. Carter Bryan and they furnished him a house, so he rented the house, but he tilled the land.

Q. Charles, the approximate 12 acres of land shown in these 2 surveys, what did your Father make of it?

A. Well, he grew corn, tomatoes, soybeans and we cut firewood that we burned.

Q. How long did he till this land?

A. 'Til the last 5 years, he's tilled it all his life.

Q. Did you ever work on this land?

A. Yes sir, all my life, except when I was with Dr. Timanus.

Q. Charles, on Examiner's Exhibit #4, that Plat shows the Eastern boundary of this land to be adjacent to the Hardy Property, do you recall any physical markers along the Eastern boundary?

A. Yes sir, there is an old fence running from the road with my Father's land between the Hardy land.

Q. Charles, on Examiner's Exhibit #4, the end of the Eastern boundary line is shown as marked by a hickory stake, did your Father, in his lifetime, tell you this was a property marker?

A. Yes sir, we've cut the bushes and brush down many a time. I remember crying often because I was afraid of the bees and snakes in them bushes.



Q. When was your first recollection of your Father showing you this boundary line and marker?

A. 30 or 40 years ago, as I said, I remember crying over them snakes and bees.

Q. Examiner's Exhibit #4 from the hickory stake to a marker indicated by a stone and iron pipe shows a line running in a Southeasterly direction, do you remember this as being a boundary?

A. Yes, as many times as I've helped cut the bushes away. It is the boundary of the Fisher lands.

Q. Is this boundary line in thie woods?

A. Yes sir.

Q. Your Father, during his lifetime, kept the boundary between Fisher and himself properly marked?

A. Yes sir, he did. There was a fence around the entire tract. We had pigs in the woods.

Q. Examiner's Exhibit #4 shows the boundary line of the property running with Fisher and the Gibbs land approximately 650' to another marker, continuing with the Gibbs land and the John and Willie Turner lands back to land of your Father adjoining the Grasonville-Queenstown Road, was this boundary line clearly marked?

A. Yes sir, it was fenced.

Q. Did your Father also show you this boundary line during his lifetime?

A. Yes sir.

Q. From your earliest recollection, were the boundary lines I have just shown you on Examiner's Exhibit #3 and #4, the property your Father owned during his lifetime?

A. Yes sir, they never changed. They belonged to my Father until he conveyed his land to me.

Q. Do you know, if your Father during his adult lifetime, paid all the taxes on this property?

A. Yes sir, he did.

Q. Charles, to your knowledge, has there ever been a boundary line dispute between the properties as shown in Examiner's Exhibit #3 and #4, and property owned by neighbors?

A. No sir, not during the time I have owned the property, nor during the time my Father owned it.

Q. From your earliest recollection to the time your Father conveyed the property to you, did he openly, notoriously, and actively possess the property as his own?

A. Yes sir.

Q. Since your Father conveyed these parcels of land to you, have you openly, actively and notoriously claimed them to be your own?

A. Yes sir.

Q. Did your Father, and have you, held these properties to the exclusion of all parties?

A. Yes sir.

Q. Do you know if anyone or any member of your family claimed or asserted any interest in these properties?

A. No sir, no one.

Q. Have you ever heard in the community of anyone who claimed or asserted any claim in these properties?

A. No sir, no one.

Q. Charles, at this time, are there any encumbrances or mortgages on this land?

A. Yes sir.

Q. To whom, Charles?

A. The Tidewater Bank holds a mortgage on these<sup>2</sup> parcels of approximately \$8,500.

The second witness, Thurman P. Jefferson, having been duly sworn, did depose and say:

Q. State your name and address.

A. Thurman P. Jefferson, Chester, Maryland.

Q. What is your occupation?

A. I am Cashier of The Tidewater Bank, Stevensville, Maryland.

Q. How long have you served in this capacity?

A. About 5 1/2 years.

Q. Does The Tidewater Bank, at this time, hold a mortgage secured by the real estate owned by Charles N. Scott?

A. Yes.

Q. Would you state the principal due and the interest accrued at this time on your loan?

A. The principal due on the loan is \$8,179.27 and the interest, to date, is \$474.40.

Q. To your knowledge, does the mortgage securing this loan cover all the real estate owned by Charles N. Scott?

A. Yes, it does.

Q. Can you describe the location of this real estate?

A. It is located in the Fifth Election District of Queen Anne's County, in an area called Scott Town, on the North side of the County Road leading from the Bryantown-Queenstown Road to Grasonville, consisting now of 2 parcels, one being approximately 1/2 of an acre improved by a dwelling and the other being approximately 12 acres improved by a dwelling and several outbuildings.

Q. Mr. Jefferson, I hand you a paper writing marked Examiner's Exhibit No. 3 and No. 4, can you identify them as being the land you hold a mortgage on?

A. Yes.

The third witness, Harry C. Butler, having been duly sworn, did depose and say:

Q. State your name and address.

A. Harry C. Butler, Centreville, Maryland.

Q. What is your occupation?

A. Attorney at law.

Q. Are you familiar with the area of Queen Anne's County, known as Scottown?

A. Yes, this is an area on the road from the Queenstown-Bryantown Road to Grasonville. Years ago we called this the new road. I was born and raised near there, and have been familiar with it all my life.

Q. Did you know Charles T. Scott?

A. Yes, I knew him for over 70 years, from my earliest recollection when I was five or six until his death.

Q. I show you two plats which are Examiner's Exhibit No. 3 and No. 4; are you familiar with this property?

A. Yes, this is the land known as the "Scott Home Property." When I was a boy Charles, we knew him as "Duck" Scott, grew up here and his Mother, Sallie Ann, lived in the house.

Q. Do you know if Charles T. Scott during his lifetime lived on this property?

A. He lived there all his life, except when he was a tenant for a short time on the Carter Bryan property. He tilled all the clear land and raised hogs and chickens on this property. I was in the house many times to see him or pick up his Mother, Sallie Ann. I also on numerous occasions went to the barn.

Q. Are you familiar with the boundaries as shown by Examiner's Exhibit No. 3 and No. 4?

A. Yes, the Eastern boundary between the Scott lands and the Hardy lands, which was the Jinx Dudley or Governor Grason Farm, I know as a long straight line from the road. I am not familiar with the Northern or Western boundaries, but the area and shape appears to be that of the "Scott Home Place."

Q. Did you ever hear of any boundary dispute or anyone claiming any right or interest in the properties shown on Examiner's Exhibit No. 3 and No. 4?

A. No, this was always the Scott Home Property, they lived there and tilled the land. In early days this was the first house on the North side of the road and there were only two other houses on down the road.

Q. Did Charles T. Scott to your knowledge, openly, notoriously, adversely, and exclusively claim these 2 parcels?

A. Yes, he did, and his Mother before him. This was Scott property, and to my knowledge, has been held by them for 70 years to this date as their own.

The fourth witness, Walter Scott, having been duly sworn, did depose and say:

Q. State your name, age, and address.

A. Walter Scott, 44, Grasonville, Maryland.

Q. Are you the son of Charles T. Scott?

A. Yes.

Q. Are you the brother of Charles N. Scott, the Complainant in this case?

A. Yes.

Q. Walter, I hand you Examiner's Exhibit #4, and ask you to identify the land as shown on this plat.

A. This is the Scott Family Home Place on the road from Queens-town-Bryantown to Grasonville with about 12 acres of ground, a house and a barn.

Q. I hand you Examiner's Exhibit #3, and ask you to identify this tract of land.

A. This is a lot of ground that my Father, Charles T. Scott, deeded to my Brother, Charles N. Scott, adjacent to the Home Place, and once a part of the Home Place.

Q. Walter, in describing Examiner's Exhibit Nos. 3 and 4 as being the Scott Property, Home Place, can you tell what you know of the history of this property?

A. I was born there, and my Father tilled this all his life, and I helped him till it, too. We would plow it and put it in corn, soybeans, tomatoes, etc. We also raised hogs and chickens.

Q. On the woodland in the back, or the Northern part on Examiner's Exhibit No. 4, did your Father cut wood from here?

A. Yes, he did, we burned wood for heat cut from there.

Q. Did your Father, Charles T. Scott, actually live in this house until his death?

A. Well, no, the first house there burned, my Father had the house there now moved there. He moved it from Mr. Dutcher's to there. We lived on Mr. Carter Bryan's Farm for some years, and then we moved back.

Q. During this period; he was on the Carter Bryan Farm, did he till the Home Place?

A. Yes, we went down there on Saturdays and in the evenings.

Q. Did he ever rent the house?

- A. No, but he let someone live there to keep it up. I don't think he got any rent.
- Q. Examiner's Exhibit #4 shows the Eastern boundary line of this property a straight line running from the County Road along and with the Hardy property to a hickory stake marker, is this the boundary that existed when you were a child?
- A. Yes sir, I remember picking strawberries along this boundary.
- Q. Did your Father ever show you the hickory stake as a boundary?
- A. Yes, he used to walk back by there and I'd walk with him; this was about 30 years ago.
- Q. The boundary marker between the Home Place and the Fisher Property is indicated by a stone, when you were approximately 12 years old, was this the marker?
- A. I remember my Father saying that was our marker.
- Q. Continuing with Examiner's Exhibit #4, from a stone and iron marker back from the County Road, are the boundaries existing now the same as when you were about 12 years old?
- A. Yes, the same.
- Q. From your earliest recollection, has there ever been any dispute over any of the boundary lines of the Home Place as shown on Examiner's Exhibit #4?
- A. No.
- Q. Do you know if any person ever claimed any interest or right to this property known as the HomePlace?
- A. No one ever has.
- Q. Do you know if your Father, Charles T. Scott, paid taxes on this property from your earliest recollection?
- A. He paid them and when I got older he sent me to pay them.
- Q. Did your Father openly, notoriously, adversely and exclusively hold this property during his lifetime, as his own?
- A. Yes, as long as I can remember, until he conveyed it to my Brother, Charles N. Scott.
- Q. Walter, all this testimony you have just given about Examiner's Exhibit #4 and the Home Place, is the same testimony true in regard to Examiner's Exhibit #3, the lot that Charles N. Scott built a house on?
- A. Yes.
- Q. Did your Father, Charles T. Scott, ever tell you how he acquired this land?
- A. He always told me it was the Home Place, all the heirs were into it and he bought them out. The members of the family that live in the neighborhood never said anything about the property being theirs or about having any interest.

- Q. Walter, have all the boundaries to this property been clearly marked?
- A. Yes, they were always fenced. The fences were all around the property. The fence around the woods were there because my father ran pigs back there.

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 in the case, as follows, to wit:

B. Hackett Turner, Jr., Examiner-----\$ 10.00

Marcy F. Collier, Stenographer-----\$ 15.00

And I do further certify that said depositions were commenced and completed on the dates and at the time hereinbefore set forth.

Respectfully submitted,

*B. Hackett Turner, Jr.*  
B. Hackett Turner, Jr., Examiner.

*Filed Oct 26, 1965*

FOR Examiner's Exhibits Nos. 1, 2, 3, & 4, filed October 26, 1965,  
SEE Petitioners' Exhibits Nos. A, B, C, and D filed with the Bill to  
Quiet Title filed June 29, 1965.

19

CHARLES N. SCOTT, : IN THE CIRCUIT COURT  
 GRASONVILLE, MARYLAND, :  
 : FOR  
 COMPLAINANT :  
 : QUEEN ANNE'S COUNTY  
 VS. :  
 : IN EQUITY  
 CHARLES SCOTT, ET AL, :  
 : NO. 4705  
 DEFENDANTS. :

DECREE

The above Cause standing ready for hearing and being submitted without argument, The Bill of Complaint, Exhibits, Testimony, and all other proceedings were, by the Court read and considered:

IT IS THEREUPON, this 9<sup>th</sup> day of November, 1965, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, that:

(1) That Charles N. Scott, has absolute ownership and perfect right to absolute disposition of the real estate in Queen Anne's County, mentioned in these proceedings and more particularly described below, as against Charles Scott, Mary Scott, Isaiah Scott, Daniel Scott, Nelson Scott, Hester Reddick, Louisa Hutchins, Elizabeth Carter, Sallie Ann Butler, Charles T. Scott, Mary L. Scott, John H. Scott, Henrietta Scott, Washington, Isabel Burke and Joseph Carter and their unknown heirs, devisees and personal representatives, and all other persons, their heirs, executors and administrators, who could claim any interest in these proceedings or who could claim to hold a lien or encumbrance, except The Tidewater Bank of Maryland, as to its' mortgage, on the real estate mentioned in these proceedings, hereinbelow described, as follows, to wit:

PARCEL NO. 1 - ALL that lot, piece or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the right hand or North side of the public road leading from the Queenstown-Bryantown public road to Grasonville, adjoining Charles N. Scott, the lands of Charles V. Bordley, and lands of Charles T. Scott and more particularly described, as follows:

ROBERT R. PRICE, JR.  
 ATTORNEY AT LAW  
 CENTREVILLE, MARYLAND  
 758-1660

BEGINNING at a concrete monument at the North line of before mentioned county road at the east line of Charles V. Bordley lot; thence running by line of same (1) North 2 degrees 40 minutes East, 228.5 feet to a concrete monument in the division line fence for lands of Charles T. Scott adjoining on the north; thence by line of same (2) South 84 degrees 30 minutes East, 55.0 feet to a concrete monument set in the ground three (3) feet west of the barn on the Charles N. Scott home place; thence running and binding by line of same (3) South 10 degrees 00 minutes East 236.5 feet to a concrete monument set at the north line of first mentioned county road; thence running by line of same (4) North 84 degrees 30 minutes West, 107.0 feet to the place of beginning, containing eighteen thousand four hundred and thirty-two (18,432) square feet of land.

PARCEL NO. 2 - ALL that lot, piece or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, and more particularly described, as follows:



BEGINNING at a concrete monument at the end of the East line of the Charles N. Scott, Jr., property now owned by Henry Tingle, Sr., on the North line of the public road from Grasonville to the Queenstown-Bryantown Road; thence running by line of same with the Charles T. Scott land, South 84 degrees 30 minutes East 246.0 feet to an iron pipe by a corner fence post at the west line of the Thomas Carr lot; thence running by line of same and the Hardy land (formerly of Dutcher) with an old wire fence line, north 14 degrees 35 minutes east, 1514.0 feet to a hickory stake in said fence line; thence South 64 degrees 25 minutes West 222.0 feet to a stone; thence South 64 degrees 25 minutes West, 276.0 feet to an iron pipe and stone at the line of Lorman Fisher land; thence running with line of same South 8 degrees 15 minutes West, 291.0 feet to a marked pine tree at the northeast corner of Gibbs land; thence by line of same South 8 degrees 15 minutes West 323.0

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
758-1660

feet to a stone; thence North 86 degrees 00 minutes West 171.0 feet to a stone at West line of John and Willie Turner lands; thence by land of same South 5 degrees 30 minutes West 390.0 feet to a concrete monument in the north line of Charles V. Bordley lot; thence by line of same South 84 degrees 30 minutes East, 36.0 feet to a concrete monument at the West line of Henry Tingle property; thence on by same course 55.0 feet to a concrete monument at the east line of said Tingle lot at the line of Charles N. Scott home property, the entire line being South 84 degrees 30 minutes East, 99.0 feet; thence running by said Tingle and Charles N. Scott line South 10 degrees 00 minutes East, 236.5 feet to the beginning, containing an area of eleven and eighty-four one-hundredths (11.84) acres of land, more or less.

*John J. Bentley*  
JUDGE.

*Filed Nov. 9, 1965*

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the second day of November, in the year nineteen hundred and sixty-five, the following Order to Docket Suit was brought to be recorded, to wit:-

ROBERT R. PRICE, JR., : IN THE CIRCUIT COURT  
Centreville, Maryland, :  
Assignee for Collection : FOR  
by Foreclosure or other- :  
wise. :  
vs. : QUEEN ANNE'S COUNTY  
J. BRUCE DAVIS : IN EQUITY  
Gambrills, Maryland :  
Defendant. : CAUSE NO. 4738  
: P. 13140

ORDER TO DOCKET SUIT

MR. CHARLES W. CECIL, CLERK:

You will please docket suit as per the above titling for foreclosure of the mortgage from J. Bruce Davis to Maryland Housing Corporation, dated September 6, 1963, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C. W. C. No. 5, folio 285, said mortgage being assigned on October 26, 1965, by said Maryland Housing Corporation to Robert R. Price, Jr., for collection by foreclosure or otherwise, default having occurred in the terms thereof by reason of non-payment of the principal and interest of the note secured by said mortgage when due as provided, and you will file in the suit the certified copy of the above described mortgage and short assignment endorsed thereon and mark the same Exhibit "A", as well as, the accompanying military affidavit and statement of indebtedness.

*Robert R. Price, Jr.*  
Robert R. Price, Jr.  
103 Lawyer's Row  
Centreville, Maryland, (Assignee)

*Filed Nov 2, 1965*

72-50967

Re 4744 RECEIVED JOB RECORD Dec 31, 1963

Purchase Money  
THIS MORTGAGE, made this 6th day of September, 1963, by and between  
J. Bruce Davis, of Anna Arundel County, State of Maryland,  
of the first part, hereinafter referred to as MORTGAGOR, and Maryland Housing Corporation, a body  
corporate of the State of Maryland, of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor 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 Five Thousand Dollars (\$ 5,000.00 ) payable, with interest thereon from the date hereof at the rate of six ( 6 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in ~~the principal sum of~~ one hundred twenty (120) equal consecutive monthly installments of Fifty-five Dollars and Fifty-two Cents (\$55.52) each, commencing on the 6th day of OCTOBER, 1963, and payable on the 6th day of each and every month thereafter until the whole of said mortgage indebtedness and the interest to accrue thereon has been fully paid and satisfied; said monthly payments to be firstly applied to the payment of interest at the rate of six (6%) per centum per annum as aforesaid, and secondly toward the payment and reduction of the principal indebtedness hereby secured; both principal and interest being payable in lawful money of the United States of America; and

Said Mortgagor shall have the right to prepay all or any part of said indebtedness, at any time, without penalty, with interest to cease on the amount of principal so prepaid.

AND WHEREAS the better to secure the repayment of said loan, with interest, 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) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, in fee simple the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, near Crasonville, in the Subdivision known as "Long Point", and designated as Lot No. 17, as shown on a plat entitled "Plat 2, Long Point, Fifth Election District, Queen Anne's County," by John W. Boutwell, Jr., registered surveyor, dated March, 1959; recorded the 23rd day of September, 1960, among the Land Records of Queen Anne's County in Liber T.S.P. No. 56 folio 553, and also recorded in Plat Book T.S.P. No. 1 folio 73.

BEING all the same lands contained in a certain Deed of Assignment from Brenda M. Turner unto J. Bruce Davis, dated the 6th day of September, 1963, and recorded, or intended to be recorded, among the Land Records of Queen Anne's County, immediately prior hereto.

TOGETHER with the right of ingress and egress to and from the above described lands, in common with others, by, from and over a 50 foot wide street or roadway as same extends from U.S. Route 50 and/or the Jackson Creek public road to the Long Point Road as set out on the aforesaid plat entitled "Plat 2, Long Point, Fifth Election District, Queen Anne's County, Maryland," over the lands of Kent Narrows Land and Development Company, and over the lands of Scot Point Lodge, Inc., as the same is more fully described in a right of way grant or deed from Scot Point Lodge, Inc., to Kent Narrows Land and Development Company, dated the 15th day of September, 1960, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 56 folio 561.

SUBJECT, nevertheless, to the restrictive covenants and conditions set forth in a deed dated September 13, 1960, from Kent Narrows Land and Development Company to Frances Legg, and recorded in Liber T.S.P. No. 56 folio 554, of the Land Records of Queen Anne's County, aforesaid, said restrictive covenants and conditions being hereby incorporated in this deed by reference as a part hereof as is evidenced by the execution of these presents and by the acceptance by the Grantee of its delivery.

AND FURTHER subject, nevertheless, to the provisions, conditions and obligations contained in a certain Lease from Kent Narrows Land and Development Company to Brenda M. Turner, dated the 6th day of September, 1963, recorded, or intended to be recorded, among the Land Records of Queen Anne's County prior hereto.

Original mailed to Mortgagee.  
5715 Southwestern Blvd.  
2-3-64 Belts 27 Md.

Filed Nov 2, 1963

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor 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 as herein provided, (5) 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, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee or

<sup>ITS</sup>  
Vachel A. Downes, Jr., <sup>ITS</sup> hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$50.00) for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurance as may be requisite.

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.

WITNESS the hand and seal of the Mortgagor:

WITNESS:

*Vachel A. Downes, Jr.* \_\_\_\_\_ (SEAL)  
*J. Bruce Davis* \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

On this the 6th day of September, 1963, before me, Vachel A. Downes, Jr., the undersigned officer, personally appeared J. Bruce Davis, known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained; and at the same time appeared R. E. Kanode, agent for Maryland Housing Corporation, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

IN WITNESS WHEREOF I hereunto set my hand and official seal.



*Vachel A. Downes, Jr.*  
Vachel A. Downes, Jr., Notary Public

Rel3142 Assignment was brought to be recorded on November 2, 1965.

FOR VALUE RECEIVED, We hereby transfer and assign the within and foregoing Mortgage and Note thereby secured unto Robert R. Price, Jr., Attorney at Law, for the purpose of collection by foreclosure or otherwise.

WITNESS the hand of Morton J. Macks, President, of Maryland Housing Corporation, and its corporate seal attested to by S. N. Daugherty, Secretary, this 26th day of October, 1965.

ATTEST: MARYLAND HOUSING CORPORATION

S. N. DAUGHERTY  
Secretary

BY: MORTON J. MACKS  
President

Corporate Seal.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber CWC No. 5 folio, 285, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 2nd day of November in the year nineteen hundred and sixty-five.



Charles W. Cecil  
Clerk of the Circuit Court

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

THIS IS TO CERTIFY, that on this 2nd day of November, 1965, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., Assignee, and made oath in due form of law that the said Mortgagor referred to in the foregoing Order to Docket Suit, is not now nor has he within six months prior hereto been in the Military Service of the United States, as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, with the amendments thereto and Chapter 710 of the Laws of Maryland of 1941, and that this information is gotten from persons who know the Mortgagor, and that said Mortgagor post office address is Gambrills, Maryland.

Mary E. Celler  
Notary Public.



Filed Nov 2, 1965

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
756-1660

4  
/

STATEMENT OF INDEBTNESS

Principal of note dated Sept. 6, 1963,  
 in the amount of \$5,000., by J. Bruce Davis to  
 Maryland Housing Corporation-----\$ 5,000.00  
 Less, Principal credits----- 666.63 \$ 4,333.37

Interest at 6% on balance from 7-19-65 to  
 11-1-65----- 72.72

Attorney's commission for collection of said  
 note, 15% per terms of note----- 650.00

Interest for 60 days from date of sale in accord-  
 ance with Article 66, Section 8, Annotated Code  
 of Maryland----- 43.20

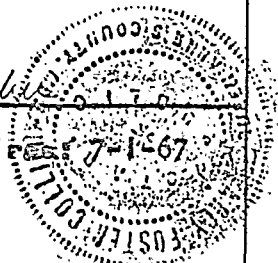
Total Debt Due-----\$ 5,099.29

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

THIS IS TO CERTIFY, that on this 2<sup>nd</sup> day of November  
 1965, before me, the Subscriber, a Notary Public of the State  
 and County aforesaid, personally appeared R. E. Kanode, agent  
 for Maryland Housing Corporation, with full knowledge of their  
 records and accounts and made oath in due form of law that the  
 above statement of indebtedness as therein set forth is true  
 and bona-fide and no part of the same has been paid except  
 as set forth above, and after diligent inquiry it has been  
 found that J. Bruce Davis, is over 21 years of age.

WITNESS my hand and Notarial Seal.

*Mary F. Collier*  
 Notary Public,  
 My commission expires 7-1-67



*Filed Nov. 2, 1965*

RECEIVED NOV 23 1965

4738

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert R. Price, Jr., of Centreville, Queen Anne's County, Maryland,  
assignee for collection to foreclose or otherwise,

..... as Principal,  
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws  
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and  
just sum of Six Thousand (\$6,000.00)

..... 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, Administrators, Successors or Assigns  
jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23<sup>rd</sup> day of November  
in the year of our Lord nineteen hundred sixty-five.

Whereas, the above bounden Robert R. Price, Jr., assignee of mortgage herein-  
after mentioned,

by virtue of the power contained in a mortgage from J. Bruce Davis, Gambrill, Maryland  
to Maryland Housing Corporation, 5715 Southwestern Blvd., Baltimore 27,  
Maryland,  
bearing date the 31st day of December, 1963, and recorded  
among the mortgage records of Queen Anne's County, Maryland,  
in Liber C.W.C. No. 5 Folio 285 and duly assigned to Robert R.  
Price, Jr. at the foot of said mortgage, which assignment has been duly  
recorded at folio 286

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  
Robert R. Price, Jr., assignee as aforesaid

do and shall well and truly and faithfully perform the trust reposed in him as assignee  
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.

In Testimony Whereof, the above bounden Robert R. Price, Jr., assignee of  
Mortgage

has hereto set his hand, and seal, and the said body corporate has caused these presents to be  
duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Gordon S. Shawon

Robert R. Price, Jr.  
Assignee of Mortgage (SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Gordon S. Shawon  
As to Surety

By Stanley E. ...  
Attorney-in-Fact (SEAL)

MD13726-502 11-59 133725  
Mortgagee's or Attorney's Bond

Security approved and bond filed Nov 23, 1965

Certified copy of power  
of attorney attached



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 121, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this Twenty-third day of November, in the year nineteen hundred and sixty-five.

Charles W. Cecil  
Clerk

Robert R. Price, Jr., Assignee ; In The Circuit Court For  
Centreville, Maryland :  
vs. : Queen Anne's County  
J. Bruce Davis :  
Gambrills, Maryland : In Equity  
Cause No. 4738

Report of Sale

To The Honorable, The Judges of Said Court:

The Report of Robert R. Price, Jr., Assignee by assignment of the mortgage of the leasehold interest to Maryland Housing Corporation from J. Bruce Davis, dated September 6, 1963 and recorded in Liber C. W. C. No. 5, folio 285, of the Land Records of Queen Anne's County.

That suit was instituted for the foreclosure of said mortgage on November 2, 1965,

That default was made by the mortgagor by reason on the non-payment of the mortgage note and interest secured by said mortgage and covenants to pay by the terms of said mortgage at the time provided therein for payment.

That after giving bond, with security for the faithful discharge of his duties, which bond was duly approved, and after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record Observer, a newspaper published in Queen Anne's County for more than twenty (20) days prior to the date of sale, said Assignee did attend, in front of the Court House door, in the Town of Centreville, Queen Anne's County, Maryland, on Wednesday, November 24th, 1965, at 1:30 o'clock, p.m., (E.S.T.) and after having the Auctioneer cry the sale for a considerable time, after having read the advertisement of sale, did sell the leasehold interest in the lot or parcel of land together with improvements thereon, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned advertisement of sale to Maryland Housing Corporation, it being then and there the highest bidder therefor, at and for the sum of \$4,700.00.

The Purchaser having complied with the term of sale and having paid the required deposit, as per advertisement, and terms of sale, and Purchaser's affidavit required by the Maryland Rules is attached hereto also Certificate of Advertisement and Certificate of the Auctioneer.

The report states the amount of the sale to be \$4,700.00 and your Assignee believes said price is the best price obtainable for the said property.

Respectfully submitted,

Robert R. Price Jr.  
Robert R. Price, Jr., Assignee.

LIBER

4 PAGE 35

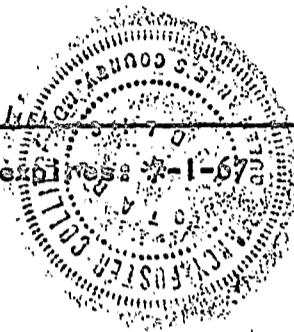
STATE OF MARYLAND  
QUEEN ANNE'S COUNTY

TO WIT:

I HEREBY CERTIFY, that on this 30th day of November, 1965, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

*Mary E. Cash*  
Notary Public  
My commission expires 7-1-67



*Filed Nov. 30, 1965*

LEGAL NOTICES

deed dated September 13, 1960, and recorded in Liber T.S.P. No. 56, folio 554.

Improved by an A-frame cottage. Subject to annual rent of \$1.00 per year, for term of 99 years, renewable for ninety-nine years, from time to time, forever, and other terms of said lease as set forth in Lease from Kent Narrows Land and Development Company to Brenda M. Turner, dated September 6, 1963, and recorded in Liber C.W.C. No. 5, folio 283, of the Land Records aforesaid.

TERMS OF SALE: A cash deposit of 20% of the purchase price will be required of the purchasers, balance upon ratification of the sale by the Circuit Court for Queen Anne's County, to bear interest and to be secured to the satisfaction of the undersigned or entire purchase price may be paid on day of sale. Taxes and all other expenses to be adjusted upon ratification of sale and payment of balance. Title papers, deed, and documentary stamps to be paid by the purchaser.

ROBERT R. PRICE, JR.  
Assignee 3-11-18

Queen Anne's  
RECORD-OBSERVER

Centreville, Md., NOV. 30, 1965.

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ASSIGNEE'S SALE LEASEHOLD PROPERTY

in the case/estate of

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 3 successive weeks before the 24 day of NOVEMBER, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 4 day of NOV 1965, and the last insertion on the 18 day of NOV 1965.

THE RECORD-OBSERVER CORPORATION

By *Mary E. Cash*

*Filed Nov 30, 1965*

Assignee's Sale  
— OF VALUABLE —  
Leasehold Property

Under and by virtue of the powers of sale contained in a mortgage from J. Bruce Davis to Maryland Housing Corporation, dated September 6, 1963, and recorded in Liber C.W.C. No. 5, folio 285, of the Land Records of Queen Anne's County, and by assignment assigned unto Robert R. Price, Jr., for collection by foreclosure or otherwise, and default having occurred by non-payment of the note secured by said mortgage the Assignee will offer at public auction to the highest bidder, on

Wednesday, November 24, 1965

at the hour of 1:30 p.m. E.S.T., in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, the following described leasehold interest in real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, near Grasonville, in the subdivision known as "Long Point" and designated as Lot No. 17, as shown on a plat entitled "Plat 2, Long Point, Fifth Election District, Queen Anne's County," by John W. Boutwell, Jr., registered surveyor, dated March 1959, recorded September 23, 1960, among the Land Records of Queen Anne's County in Liber T.S.P. No. 56, folio 553. Together with the improvement thereupon and the rights, ways, privileges and appurtenances thereto belonging or in any way appertaining, and subject to restrictive covenants and conditions as set forth in

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

I HEREBY CERTIFY, that on this 24<sup>th</sup> day of November, 1965, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared ROBERT E. KANODE Chairman MARYLAND HOUSING COOP. Purchasers, at the foreclosure sale in this Cause, and made oath in due form of law that MARYLAND HOUSING CORPORATION, the Purchasers, purchased the same as principal and not as agent for anyone, of that lot, parcel or tract of land, with improvements, situated in the Fifth Election District of Queen Anne's County, State of Maryland, being known as Lot No. 17, Long Point and that MARYLAND HOUSING CORPORATION, Purchasers, did not directly or indirectly discourage anyone from bidding for the said property, more particularly described in the advertisement of said property filed in this cause, at and for the purchase price of \$ 4700<sup>00</sup>,

WITNESS my hand and Notarial Seal.

Tracy J. Collins  
Notary Public.



Filed Nov 30, 1965

9/

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:  
 ALL that leasehold interest in a lot of ground and  
 premises located in the Fifth Election District of Queen  
 Anne's County, State of Maryland, being Lot No. 17 of Long  
 Point; and BEING the same land described in a Deed from  
 Brenda M. Turner to J. Bruce Davis, and recorded among the  
 Land Records of Queen Anne's County in Liber CWC No. 5,  
 folio 283, in front of the Court House Door in the Town of  
 Centreville, Queen Anne's County, Maryland, on Wednesday,  
 November 24th, 1965, beginning at the hour of 1:30 (E.S.T.)  
 unto Maryland Housing Corporation, at and for the  
 sum of Four thousand seven hundred  
(\$4,700.-), Dollars.

J. Jackson Jr.  
 Auctioneer.

Filed Nov 30, 1965

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### ORDER NISI ON SALE

Robert R. Price, Jr., Assignee  
Centreville, Maryland

vs.

J. Bruce Davis  
Gambrills, Maryland

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

Cause No. 4738

ORDERED, this 30th day of November, 1965, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Assignee, be ratified and confirmed, on or after the 31st day of December, 1965, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 24th day of December, 1965.

The report states the amount of sales to be \$ 4,700.00.

Charles W. Cecil Clerk

Filed November 30, 1965

#### Order Nisi On Sale

Robert R. Price, Jr., Assignee  
Centreville, Maryland

vs.

J. Bruce Davis  
Gambrills, Maryland

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

Cause No. 4738

ORDERED, this 30th day of November, 1965, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Assignee, be ratified and confirmed, on or after the 31st day of December, 1965, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 24th day of December, 1965.

The report states the amount of sales to be \$4,700.00.

CHARLES W. CECIL, Clerk

Filed: November 30, 1965

True Copy

Test: CHARLES W. CECIL, Clerk

3t-12-16

Queen Anne's

## RECORD-OBSERVER

Centreville, Md., May 13, 1966

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI CAUSE # 4738

in the case/xxx of \_\_\_\_\_

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 3 successive weeks before the 24 day of DEC, 1965, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 2 day of DEC, 1965 and the last insertion on the 16 day of DEC, 1965.

THE RECORD-OBSERVER CORPORATION

By Deborah Monroe

Filed May 18, 1966

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LIBER

4 PAGE 380

Robert R. Price, Jr., Assigness : In The Circuit Court For  
Centreville, Maryland :

vs. :

Queen Anne's County

J. Bruce Davis  
Gambrills, Maryland :

In Equity  
Cause No. 4738

Final Order of Ratification of Sale

Ordered this 20<sup>th</sup> day of May 1966, by  
the Circuit Court for Queen Anne's County, In Equity, that the  
sale of leasehold estate made by Robert R. Price, Jr., Assignee,  
in this Cause be and the same is hereby ratified and confirmed,  
no cause to the contrary there of having been shown, although  
due notice appears to have been given as required by the  
proceeding Order Nisi heretofore passed in this Cause; that  
the proceedings in the above entitled cause be forth with  
referred to the regular auditor of this Court to state an  
audit of the proceeds of said sale; and the Robert R. Price, Jr.,  
Assignee, is allowed the usual commissions allowed by this  
Court, and for all expenses, not personal, upon producing  
vouchers therefor before the auditor.

*John G. Keating Jr.*

*Filed May 20, 1966*

13  
ROBERT R. PRICE, JR., Assignee

vs.

J. BRUCE DAVIS

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4738

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 Robert R. Price, Jr., Assignee, wherein it appears that the proceeds of sale are insufficient to pay the expenses of sale and the mortgage debt. The Mortgage deficiency appears to be in the sum of \$477.94.

2. That in the within account Robert R. Price, Jr., Assignee and vendor, is charged with the gross proceeds of the sale made by him, and he is allowed his fee for his services and his commissions for making said sale, per terms of mortgage, the Court costs in this cause, the premium on the corporate surety bond filed in this cause, the costs of advertising the Notice of Sale and Order Nisi of Sale filed in this cause, the 1965-66 State and County taxes, the auctioneer's charges, the fee of your auditor, and the balance was credited toward the mortgage indebtedness.

3. The said Assignee advised your Auditor that he waives the commissions provided by the note secured by the mortgage foreclosed in these proceedings, the amount of said commissions being in the sum of \$650.00.

Respectfully submitted,

*J. Thomas Clark*  
Auditor

June 1, 1966

*Filed June 1, 1966*

Cause No. 4738

The proceeds of the sale of land reported in this cause, in account with Robert R. Price, Jr., Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1966

May 20 By gross proceeds of the sale of said land, per report of  
said vendor, to wit:-----\$4,700.00

Dr.

To Robert R. Price, Jr., Assignee of mortgage,  
(and vendor), per terms of mortgage, to wit:  
1-His commissions for make sale on  
\$4,700.00, per terms of mortgage-----\$385.00  
2-His fee for his services----- 50.00 435.00

To do., for an amount due for court costs,  
per statement of Clerk's exhibited, to wit:  
1-Costs of Charles W. Cecil, Clerk-----\$ 18.20  
2-Appearance fee of Robert R. Price, Jr.-- 10.00 28.20

To do., for an amount paid Charles W. Cecil,  
Clerk, for advanced court costs, per receipt  
exhibited, to wit:----- 15.00

To do., for an amount paid Dorothy E. Connolly,  
Agent, for the corporate surety bond filed  
by the vendor in this cause, per statement  
exhibited, to wit:----- 24.00

To do., for an amount paid Charles W. Cecil, Clerk,  
for recording assignment of mortgage foreclosed  
in this cause to Assignee, per receipt Exhibited,  
to wit:----- .75

To do., for amounts paid Queen Anne's Record-  
Observer, per its receipts exhibited, to wit:  
1-For advertising Notice of Sale-----\$ 47.50  
2-For publishing Order Nisi of Sale----- 14.00 61.50

To do., for an amount paid Royden N. Powell, Jr.,  
Treasurer, for the 1965-66 State and County  
taxes on the real estate sold in this cause,  
per receipt exhibited, to wit:----- 70.70

To do., for an amount paid Joseph A. Jackson, Jr.,  
Auctioneer, for crying said sale, per receipt  
exhibited, to wit:----- 25.00

June 1, 1966

*John A. Clark*  
Auditor



To J. Thomas Clark, Auditor, for stating this account and notifying parties, the sum of-----\$ 68.50

To Robert R. Price, Jr., Assignee, as a partial payment on the mortgage indebtedness, per statement of debt filed in this cause, in the sum of \$4,449.29, the balance or the sum of-----3971.35  
\$4,700.00      \$4,700.00

June 1, 1966

*J. Thomas Clark*  
Auditor

*Filed June 1, 1966.*

*14* ROBERT R. PRICE, JR., Assignee

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

J. BRUCE DAVIS

IN EQUITY No. 4738

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on June 1, 1966, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Robert R. Price, Jr., Assignee  
103 Lawyers Row  
Centreville, Maryland

J. Bruce Davis  
Gambrills, Maryland

Maryland Housing Corporation  
5715 Southwestern Blvd.  
Baltimore 27, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on June 1, 1966, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before June 16, 1966, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on June 17, 1966.

*J. Thomas Clark*  
\_\_\_\_\_  
Auditor

*Filed June 1, 1966*

NISI RATIFICATION OF AUDIT

15

Robert R. Price, Jr., Assignee

vs.

J. Bruce Davis

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

Cause No. 4738

ORDERED, this 1st. day of June, 1966, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 17th. day of June, 1966, unless cause to the contrary thereof be previously shown; ~~provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two consecutive weeks before the day of~~ ~~xxxx~~

*Charles W. Cecil* Clerk

Filed June 1, 1966

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Robert R. Price, Jr., Assignee

vs.

J. Bruce Davis

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

Cause No. 4738

FINAL RATIFICATION OF AUDIT

ORDERED, this 20th. day of June, 1966, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and Robert R. Price, Jr., Assignee, 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.

*Charles W. Cecil*  
Clerk of the Circuit Court for  
Queen Anne's County, Maryland.

*Filed June 20, 1966*

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Seventh day of October, in the year nineteen hundred sixty six, the following Bill of Complaint was brought to be recorded, to wit:-

FREDA C. SMITH  
Centreville, Maryland

Plaintiff

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

1  
JOHN PALMER SMITH, JR. and  
LYNN A. SMITH, his wife,  
501 Springhaven Road  
Wallingford, Pennsylvania;  
EDWARD GILLESPIE SMITH and  
JEAN G. SMITH, his wife,  
480 Brentwater Road  
Camp Hill, Pennsylvania 17011;  
and MARGARET LUDWIG DISE  
Hebron, Wicomico County,  
Maryland

Defendants

IN EQUITY

No. 4815

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The complaint of Freda C. Smith, Plaintiff, by J. Thomas Clark and Leonard H. Lockhart, her attorneys, respectfully represents:

1. That John Palmer Smith was at the time of his death seized in fee simple of the following real estate, all of which is situate in the Town of Centreville, Queen Anne's County, Maryland, to wit:

304 Chesterfield Avenue and as

(a) ALL that lot or parcel of land, known as "The William J. Price, Junior, Residence Property", in said Town, the title to which he acquired by a deed to him from Juliet S. Price, widow, dated June 29, 1945, and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 11, folio 378, a duly certified copy of said deed is filed herewith as a part hereof and marked Exhibit A.

(b) ALL that lot or parcel of land in said Town consisting of the western half of a dual office building known as 113 Lawyers Row, the title to which he acquired by a deed to him from James T. Bright and Mamie S. Bright, his wife, dated February 8, 1923, and recorded among the land records of Queen Anne's County in Liber J.F. R. No. 10, folio 258, a duly certified copy of said deed is filed herewith as a part hereof and marked Exhibit B and a Deed of Partition by and between the said John Palmer Smith and wife and John B. Brown, Trustee of Frances Kennard Brown, dated July 3, 1956, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 29, folio 223, a duly certified copy of said Deed of Partition is filed herewith as a part hereof and marked Exhibit C.

(c) ALL that lot or parcel of land situate in said Town and being known as 210 Tilghman Avenue and as 207 Kidwell Avenue, being a lot of land 90 feet by 151 feet, more or less, on which is situate two separate improvements, the title to which he acquired by a deed to him from Robert Hopper Thompson, dated December 6, 1945, and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 12, folio 399, a duly certified copy of said deed is filed herewith as a part hereof and marked Exhibit D.

and 302 Little Kidwell

(d) ALL that lot or parcel of land situate in said Town and being known as 101, 103, 105, 107, 109, 111, 113, 115 and 117 Spring Street and formerly known as "Chesterfield" and "The Kidwell Lots", containing five acres of land, more or less, the title to which he acquired by a deed to him from Ruth FriedenberG and Nathan FriedenberG, her husband, dated January 28, 1946, and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 12, folio 570, a duly certified copy of said deed is filed herewith as a part hereof and marked Exhibit E; Save and except the following parcels of land which were conveyed by the said John Palmer Smith during his lifetime, either solely or with spouse if married at time of execution of said deed, as follows, to wit: (1) To Friendship Club, Inc., containing 0.768 acre of land and right of egress and ingress, dated November 6, 1961, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 63, folio 580, a duly certified copy of said deed is filed herewith as a part hereof and marked Exhibit F; (2) To Elizabeth Stansbury, a lot 135 feet by 37½ feet, dated July 8, 1946, and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 14, folio 326, a duly certified copy of said deed is filed herewith as a part hereof and marked Exhibit G; (3) To Freda C. Smith, a lot 37 feet by 78.5 feet, dated July 26, 1949, and recorded among the land records of Queen Anne's County in Liber N.B.W. No. 4, folio 71, a duly certified copy of said deed is filed herewith as a part hereof and marked Exhibit H.

2. That the said John Palmer Smith departed this life on August 5, 1966, testate, and by his last will and testament did devise all his said real estate to the said John Palmer Smith, Jr. and Edward Gillespie Smith, in fee simple, in equal shares, said will being dated July 9, 1964, and having been duly admitted to probate in the Orphans' Court for Queen Anne's County on August 9, 1966, and which will is recorded among the will records of said County in Liber E.C.W. No. 2, folio 494, a duly certified copy of which will is filed herewith and made a part hereof and marked Exhibit I.

3. That in said will the said John Palmer Smith did devise all his real estate and personal property to the said John Palmer Smith, Jr. and Edward Gillespie Smith, absolutely and in fee simple and as tenants in common, after first bequeathing the sum of \$10,000.00 unto Margaret Ludwig Dise, who is made a party because it is not known whether or not the personal estate of said John Palmer Smith, which is now being administered upon in the Orphans' Court of Queen Anne's County under his said last will and testament, is sufficient to pay his debts and administration costs and said specific legacy.

4. That the said Freda C. Smith, plaintiff in this cause, not being mentioned in the said last will and testament of said John Palmer Smith, deceased, did on October 12, 1966, make her election in writing to claim her legal share of both the real and personal estate of the said John Palmer Smith, as said decedent's surviving spouse, she and the said John Palmer Smith having been married in Howard County, Maryland, on November 30, 1946, and that said election was filed with the Register of Wills of Queen Anne's County on October 13, 1966, and recorded in the office of the Register of Wills in Record Book of Petitions and Orders in Liber D.E.C. No. 1, a certified copy of which Election or Claim is filed herewith as a part hereof and marked Exhibit J.

5. That the administration under said last will and testament of said John Palmer Smith, deceased, in the Orphans' Court for Queen Anne's County has not been completed and it is unknown whether or not the personal assets are sufficient to pay the costs of administration and debts of the decedent.

6. That by virtue of said will and the election filed by this plaintiff as surviving spouse of said testator, this real estate is owned by your plaintiff, the said John Palmer Smith, Jr., subject to the rights of dower of his wife the said Lynn A. Smith, and Edward Gillespie Smith, subject to the rights of dower of his wife the said Jean G. Smith, as tenants in common in equal shares.

7. 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 plaintiff, John Palmer Smith, Jr. and Edward Gillespie Smith, according to their respective rights and interests.

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

And as in duty bound, etc.

*J. Thomas Clark*

J. Thomas Clark  
114 North Commerce Street  
Centreville, Maryland  
Phone: 758-1392

*Leonard H. Lockhart*

Leonard H. Lockhart  
153 East Main Street  
Elkton, Maryland  
Phone: 398-3536  
Attorneys for Plaintiff

*Filed Oct. 27, 1966*

TO BE REMEMBERED THAT ON THE TWENTY NINTH DAY OF JUNE, IN THE YEAR NINETEEN HUNDRED AND FORTY FIVE, THE FOLLOWING DEED WAS BROUGHT TO BE RECORDED, TO WIT:-

One-Five Dollar, One-Three Dollar, and One-Forty Cent Int. Rev. Stamps. Entered 6/29/45 J P S.

One-Five Dollar, One-Two Dollar and One-One Dollar Recordation Tax Stamps. Entered J.P.S. 6-29-45

THIS DEED, made this 29th day of June, in the year nineteen hundred and forty-five, by Juliet S. Price, widow, of Queen Anne's County, State of Maryland.

WITNESSETH: That, in consideration of the sum of Eight Thousand Dollars (\$8,000.00), the receipt whereof is hereby acknowledged, the said Juliet S. Price does hereby grant and convey unto John Palmer Smith, his heirs and assigns, in fee simple, the following described real estate, to wit:-

ALL that lot or parcel of land, known as "The William J. Price, Junior, Residence Property", situate, lying and being on the east side of Chesterfield Avenue, near the town of Centreville, in the Third Election District of Queen Anne's County in the State of Maryland, adjoining on the north the property of W. Edward Barton and the property of the heirs of the late Eugene A. Cann, on the east the said property of the heirs of the late Eugene A. Cann, and on the south the property of the Centreville High School, and which said property hereby conveyed is more particularly described as follows, to wit: BEGINNING for the same at a point on the east side of the said Chesterfield Avenue where this property corners with the said property of W. Edward Barton in the center of the hedge dividing said properties, and running thence by and with the said W. Edward Barton property in an easterly direction, a distance of 200 feet to a point, a corner for this property, the property of the said W. Edward Barton and the property of the said heirs of Eugene A. Cann (said point to be or is marked by a definite marker); thence by and with the said property of the heirs of the late Eugene A. Cann still in an easterly direction, a distance of 54 feet to a point, a corner for this property and the said property of the heirs of the late Eugene A. Cann (said point to be marked by an iron pipe driven in the ground); thence still by and with the said property of the heirs of the late Eugene A. Cann in a southerly direction, a distance of 148.5 feet to the Centreville High School Property, (said point being marked by an iron pipe driven in the ground); thence by and with the said Centreville High School Property in a westerly direction, a distance of 255 feet to the east side of said Chesterfield Avenue, (said point being marked by a marble post carved "H.S." and an arrow); and thence by and with the east side of said Chesterfield Avenue in a northerly direction, a distance of 171 feet, to the place of beginning.

Being the same property conveyed unto the said Juliet S. Price by William R. Horney, Assignee and Vendor, by deed dated September 28th, 1935, and recorded among the land records of Queen Anne's County in Liber W. H. C. No. 2-A, folio 102, etc.

22 Oct. 7. 1966

EXHIBIT A

TOGETHER with the buildings and improvements thereon erected and being, 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 John Palmer Smith, his heirs and assigns, forever in fee simple.

AND the said Juliet S. Price does hereby covenant that she will warrant specially the above described property, and that she will execute such further assurances to said land as may be requisite or necessary.

Witness the hand and seal of the Grantor.

WITNESSES:-

SARA E. CONLON  
Sara E. Conlon

JULIET S. PRICE (SEAL)  
Juliet S. Price.

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of June, 1945, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid personally appeared Juliet S. Price, widow-lady, to me personally known, the grantor above named, and acknowledged the foregoing DEED to be her act.

Witness my hand and notarial seal.

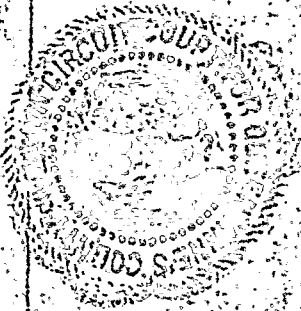
SARA E. CONLON  
Sara E. Conlon  
Notary Public.

My commission expires: May 5, 1947

Notary  
Public  
Seal.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber A.S.G. Jr. No. 11, folio 378, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 20th day of October in the year nineteen hundred and forty six.

*Charles W. Coak*

*File Oct. 27, 1946*

31

.....  
#9816 Queen Annes County, to wit: Be it remembered that on the 8th day of February, in the year nineteen hundred and twenty three the following Deed was brought to be recorded to wit:

THIS DEED, made this eighth day of February, in the year nineteen hundred and twenty three, by James T. Bright and Mamie S. Bright, his wife, of Queen Annes County, in the State of Maryland:-

WITNESSETH THAT, in consideration of the sum of Eighteen Hundred and Seventy five Dollars (\$1875.00), the receipt of which is hereby acknowledged, the said James T Bright and Mamie S. Bright, his wife, do hereby grant and convey, bargain and sell unto JOHN PALMER SMITH, his heirs and assigns, absolutely in fee simple, all their right, title interest and estate, being an undivided one-half interest, in and to the following described real estate, to wit:-

ALL that lot or parcel of land situate, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, State of Maryland on the south side of the street known as "LAWYERS ROW", improved by a brick building, now occupied as two law offices, and bounded upon one side by the office building of J. Frank Harper, upon the other side by the building known as "The Perry Building" of the Centreville Record Publishing Company, and in the rear by the property of Linwood Phillips, formerly the Blanchard Moore property.

Being the same property granted and conveyed unto James T. Bright and Madison Brown, as tenants in common, by deed from Marianna S. Robinson, dated January 8th, 1914, and recorded in Liber W.F.W. #4, folio 496, a land record book for Queen Anne's County, Maryland.

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

AND the said James T. Bright 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.

WITNESS our hands and seals.

TEST:-  
James T. Bright. (SEAL).  
E. M. Forman Mamie S. Bright. (SEAL).

STATE OF MARYLAND, QUEEN ANNES COUNTY, TO WIT:-.

I hereby certify, that on this eighth day of February, in the year nineteen hundred and twenty three, before 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 Mamie S. Bright, his wife, the Grantors above named, and did each acknowledge the foregoing DEED to be their respective act.

One-Two Dollar Int. Rev. Ezekiel M. Forman.  
Stamps endorsed: JUSTICE OF THE PEACE.  
J.P.S. 2/8/23

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber J.P. DEED No. 10, folio 258, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 20th day of October in the year nineteen hundred and sixty-six.

9/21 Oct. 27. 1966 Charles W. Cecil Clerk  
EXHIBIT B



# 37.783

RECEIVED FOR RECORD July 27 1956

SEP 29 1956

THIS DEED OF PARTITION, made this 31<sup>st</sup> day of July 1956 by and between John Palmer Smith and Freda C. Smith, his wife, of Queen Anne's County, Maryland and John B. Brown, Trustee of Frances Kennard Brown, of Montgomery County, Maryland.

WHEREAS, the said John Palmer Smith and Frances Kennard Brown are the owners, as tenants in common, of certain real estate situate in the town of Centreville, in the Third Election District of Queen Anne's County, in the State of Maryland, consisting of a lot of land on the South side of Lawyers Row in said town, adjoining the land of Mabel B. Harper on the East and the land of The Queen Anne's Record-Observor Publishing Company, known as the Perry Building, on the West, and improved by a one story brick office building with two suites of offices therein of two rooms each, said suites being divided by a brick partition wall running from front to rear perpendicular to Lawyers Row.

AND, WHEREAS, the said John Palmer Smith and the said John B. Brown, Trustee of Frances Kennard Brown, have agreed to make partition of said real estate in the manner hereinafter set forth so that each of the said tenants in common shall hereafter hold his and her respective portion of said real estate in severalty.

AND, WHEREAS, the said John P. Brown, Trustee as aforesaid, has procured the authority of The Circuit Court for Queen Anne's County, in Equity, to enter into this deed and make said partition on behalf of his ward, as will appear by reference to an order of the aforesaid Court passed on the 13th day of June, 1956 in a cause in said Court entitled "Ex parte in the Matter of Frances Kennard Brown" and numbered 3866 on the Chancery Docket of said Court.

NOW, THEREFORE, in consideration of the promises and the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the said John Palmer Smith and Freda C. Smith, his wife, do hereby grant, convey and release unto Frances Kennard Brown, her heirs and assigns, in fee simple, all of their rights, titles, interests, and estates, of, in and to the following described real estate, to wit:

The Easterly one-half of the lot of land known as the Madison Brown and John Palmer Smith Office Building lot on Lawyers Row, in Centreville, Queen Anne's County, Maryland, adjoining the property of Mabel B. Harper on the East, the remaining portion, as hereinafter described, of the Brown - Smith lot on the West and the property of Barton Brothers on the South or rear, with a frontage of ten feet (10') ten inches (10") on Lawyers Row, measured from the Harper Building, to the center of the brick partition wall which divides the offices;

TOGETHER WITH the building and improvements thereupon erected made or being, and all of the rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining; and also together with the right to use the aforesaid brick wall, which stands between the above described lot and the lot hereinafter described, as a common party wall, the same to be maintained and kept in repair by the owners of the respective lots, their heirs and assigns.

AND, in consideration of the premises and the sum of One Dollar, receipt of which is hereby acknowledged, and pursuant to the Order of Court hereinbefore mentioned, the said John B. Brown, Trustee of Frances Kennard Brown, does hereby grant, convey and release unto John Palmer Smith, his heirs and assigns, in fee simple, all of the right, title, interest and estates of the said Frances Kennard Brown, of, in and to the following described real estate, to wit:

The westerly one-half of the lot of land known as the Madison Brown and John Palmer Smith Office Building lot on Lawyers Row, in Centreville, Queen Anne's County, Maryland, adjoining the property of The Queen Anne's Record-Observor Publishing Company, known as the Perry Building, on the West and the other portion (as hereinbefore described) of the Brown - Smith lot on the East, and the property of Barton Brothers on the South or rear, with a frontage of

Filed Oct. 27. 1966 EXHIBIT C

LIBER 4 PAGE 401

con feet (10') across each (7') ea Louys e Row measured from the Ferry Building to the center line of the brick partition wall which divides the offices.

TOGETHER WITH the building and improvements thereupon erected and or being and all of the rights, roads, ways, waters, privileges and advantages to the same belonging or in anywise appertaining; and also together with the right to use the aforesaid brick wall, which stands between the above described lot and the lot hereinafter first described, as a common party wall, the same to be maintained and kept in repair by the owners of the respective lots, their heirs and assigns.

For title reference see:

- (1) Deed from Marianna S. Robinson to James T. Bright and Madelon Brown, dated January 8, 1914, recorded in Liber 757 4, folio 495
- (2) Deed from James T. Bright and wife, to John Palmer Smith, dated February 5, 1921, recorded in Liber 757 10, folio 298.
- (3) Will of Madelon Brown, dated January 29, 1936, recorded in Liber 154 1, folio 923 of Will Book for Queen Anne's County.

AND the said John Palmer Smith and John B. Brown, Trustee, do each covenant to execute such other and further assurances thereof as may be requisite or necessary.

WITNES our hands and seals the day and year herein first above written.

WITNES:

Alfred C. Lacey

John Palmer Smith (SEAL)  
John Palmer Smith

Freda C. Smith (SEAL)  
Freda C. Smith

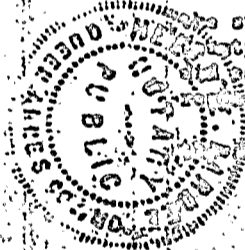
John B. Brown

John B. Brown (SEAL)  
John B. Brown, Trustee of  
Francis Kennard Brown

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

THIS IS TO CERTIFY that on this 3<sup>rd</sup> day of July, 1956, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared John Palmer Smith and Freda C. Smith, his wife, and each acknowledged the within and foregoing Deed of Partition 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.

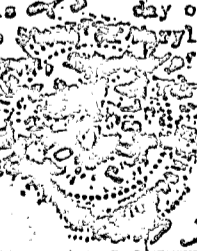


Alfred C. Lacey  
NOTARY PUBLIC

STATE OF MARYLAND, MONTGOMERY COUNTY, to wit:

THIS IS TO CERTIFY that on this 25<sup>th</sup> day of July, 1956 before the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared John B. Brown, Trustee of Francis Kennard Brown, and did acknowledge the within and foregoing Deed of Partition to be his act and deed;

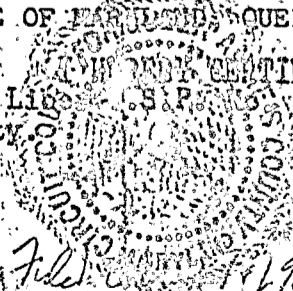
IN testimony whereof, I hereunto set my hand and Notarial seal affix the day and year herein last above written.



H. Garrett  
NOTARY PUBLIC

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

I DO HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber 154 1, folio 223, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 20th day of October in the year nineteen hundred and sixty-six.

Charles W. Cecil Clerk

5  
L:.....  
#23,647.

QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the Sixth day of December, in the year nineteen hundred and forty five, the following Deed was brought to be recorded, to wit:-

One-Three Dollar, Two-Forty Cent  
and One-Five Cent Int. Rev. Stamps.  
Endorsed 12/6/45 J P S

One-Five Dollar and One-Two Dollar  
Recordation Tax Stamps. Endorsed  
J P S 12-6-45

THIS DEED, made this sixth day of December, in the year  
nineteen hundred and forty-five, by Robert Hopper Thompson, of Queen Anne's County,  
Maryland.

WITNESSETH: That, in consideration of the sum of Ten Dollars  
and other good and valuable considerations, and the assumption of the mortgage here-  
inafter described, the said Robert Hopper Thompson does hereby grant and convey  
unto John Palmer Smith, his heirs and assigns, in fee simple, the following describ-  
ed real estate, to wit:-

ALL that lot or parcel of land, situate, lying and being in the  
town of Centreville, in the Third Election District of Queen Anne's County, State  
of Maryland, located on the left or northern side of Kidwell Avenue leading out of  
said Town towards Ruthsburg, and on the western side of Tilghman's Avenue, adjoin-  
ing on the western side the property formerly of Wilhemina Werner, widow of Otto  
H. Werner, and also formerly of Delma E. Wood and now the property of Lawrence Calla-  
han and wife, and adjoining in the rear or northern side the property formerly of  
the Misses Green and at one time belonging to Charles F. Rich and now of Arthur  
L. Morris and wife, the lot hereby conveyed having a frontage on said Kidwell Avenue  
of ninety (90) feet, more or less, and with a depth from Kidwell Avenue along Tilgh-  
man's Avenue of one hundred and fifty-one feet (151 feet), more or less.

Being the same property conveyed unto the Grantor by Nellie  
G. Meredith by deed dated December 3rd, 1945, and recorded in Liber A. S. G. Jr.  
No. 12, folio 398. Further title references: see Deed of Separation between  
Robert Hopper Thompson and Dora S. Thompson, his wife, dated November 29th, 1945;

*Original examined and mailed to John Palmer Smith*

and Release and Waiver of Dower and Thirds dated November 29th, 1945; and deed from Robert Hopper Thompson and Dora S. Thompson, his wife, to Nellie C. Meredith, dated November 29th, 1945, which three last mentioned paper-writings are recorded prior to the recording of these presents, to which said paper-writings reference is hereby specially made.

TOGETHER with the buildings and improvements thereon erected and being, 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 John Palmer Smith, his heirs and assigns, forever in fee simple.

SUBJECT, however, to a certain mortgage to W. I. & Elizabeth B. Tuttle, dated November 17th, 1944, and filed for record in the office of the Clerk of the Circuit Court for Queen Anne's County among the land records in Liber A. S. G. Jr., No. 10, folio 286 etc., securing the payment of Four Thousand Dollars (\$4,000.00), with four per cent interest per annum, payable semi-annually, on which the principal sum of Three Thousand Six Hundred Dollars (\$3600.00) is now due and owing, and the interest due and to become due from the 17th day of November, 1945, which debt the grantee hereby assumes and agrees to pay as a part of the purchase price of said premises.

AND the said Robert Hopper Thompson does hereby covenant that he will warrant specially the property hereby conveyed, and that he will execute such further assurances of said land as may be requisite.

AS WITNESS the hand and seal of the Grantors.

TEST:-

PAUL B. SMITH  
Paul B. Smith

ROBERT HOPPER THOMPSON (SEAL)  
Robert Hopper Thompson.

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

I HEREBY CERTIFY, that on this 6th day of December, 1945, before the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert Hopper Thompson, the grantor above named, and acknowledged the foregoing DEED to be his act.

Witness my hand and notarial seal.

Notary  
Public  
Seal.

PAUL B. SMITH  
Paul B. Smith  
Notary Public.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber A.S.G.Jr. No. 12, folio 399, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 20th day of October in the year nineteen hundred and sixty-six.

Charles W. Cecil  
Clerk

Filed Oct. 27, 1966

.....

23,757. QUEEN ANNE'S COUNTY, TO WIT:  
Do it remombered that on the Twenty Eighth day of January, in the year nineteen hundred and forty six, the following Deed was brought to be recorded, to wit:-

One-One Dollar, and One-Ten Cent Int. Rev. Stamps. Endorsed 1/28/46 J P S

One-Fifty Cent and One-Twenty Cent Recordation Tax Stamps. Endorsed 1/28/46 J P S

THIS DEED, made this twenty-eighth day of January, in the year Nineteen Hundred and Forty-six, by Ruth Friedenber and Nathan Friedenber, her husband, of Washington, District of Columbia, but at the time of the execution of those presents of Queen Anno's County, Maryland.

WITNESSETH: That, in consideration of the sum of Seven Hundred and Fifty Dollars (\$750.00), the receipt whereof is hereby acknowledged, the said Ruth Friedenber and Nathan Friedenber, her husband, do hereby grant and convey unto John Palmer Smith, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or all those lots, parts of lots and/or parcel and tract of land, known as and being a part or parts of what was formerly known as "Chesterfield", and "The Kidwell Lots," all situate, lying and being in the town of Centreville, in the Third Election District of Queen Anno's County, State of Maryland,

Feb 12 1946

on the southwest side of Back Kidwell Avenue, sometimes called Holtontown Lane, and also binding on both sides of what is known as "Slaughter Street" or "Spring Street", adjoining the properties of Isaiah Newnam, Christina Hollis, John Rozier, Harry Cook and the lands of others, containing Five (5) Acres of land, more or less.

Being the same property conveyed unto Ruth Friedenborg by J. Wm. Keith, County Treasurer of Queen Anne's County, by deed dated June 10th, 1936, and recorded among the land records of Queen Anne's County in Liber W. M. C. #3-A, folio 146, etc., as Parcels Nos. 1 and 2 in said deed; and being the same property described in the two following deeds, to wit: Deed from Annie C. Troy and husband to Martha S. Smith dated January 31st, 1901, and recorded in Liber J. E. G. #1, folio 430, and in deed from Katherine B. Street to Martha S. Smith dated January 27th, 1902, and recorded in Liber J. E. G. #3, folio 22, and in the deed; and being the same property conveyed unto James A. Slaughter by James T. Bright, trustee, by deed dated May 27th, 1907, and recorded among the land records in Liber S. S. No. 3, folio 111, excepting those lots conveyed by James A. Slaughter therefrom in his lifetime. For description of "Slaughter St. or Spring St." see deed from James A. Slaughter and Blanche P. Slaughter, his wife, to Harry Cook and Martha Cook dated March 5th, 1908, and recorded in Liber S. S. No. 4, folio 347-348; and being the property of which the said James A. Slaughter died seized and possessed.

TOGETHER with the improvements thereon erected and being, and all and singular the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging and in any wise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said JOHN PALMER SMITH, his heirs and assigns, forever in fee simple.

AND the said Ruth Friedenborg does hereby covenant that she will warrant specially the above described property, and that she will execute such further assurances to said land as may be requisite.

AS WITNESS the hands and seals of the Grantors.

WITNESSES:

PAUL B. SMITH  
Paul B. Smith

RUTH FRIEDENBERG  
Ruth Friedenborg (SEAL)

NATHAN FRIEDENBERG  
Nathan Friedenborg (SEAL)

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

I HEREBY CERTIFY, that on this 28th day of January, 1946, before me the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Ruth Friedenborg and Nathan Friedenborg, her husband, the grantors above named, to me personally known, and acknowledged the foregoing DEED to be their respective acts.

Witness my hand and notarial seal.

PAUL B. SMITH

Notary Public Paul B. Smith

My Commission Expires May 5th, 1947

Notary  
Public  
Seal.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber  
A.S.C., Jr. No. 12, folio 570, a Land Record Book for Queen Anne's County.

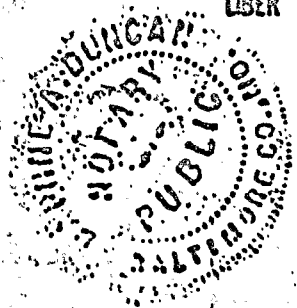


IN TESTIMONY WHEREOF, I hereunto subscribe my name and  
affix the seal of the Circuit Court for Queen Anne's  
County, this 20th day of October in the year nineteen  
hundred and sixty-six.

*Charles W. Cecil*

Clerk

*Filed Oct. 27. 1966*



Daphne A. Duncan  
Daphne A. Duncan Notary Public

Ms. 4.7.2.6.7

Re. 5.2.8.5.4 RECEIVED FOR RECORD Dec 6, 1961

This Deed made this sixth day of November,

in the year one thousand nine hundred and sixty-one, by John Palmer Smith and Freda C. Smith, his wife, of Queen Anne's County, Maryland.

WITNESSETH: That, in consideration of the sum of fifteen hundred dollars (\$1500.00), the receipt whereof is hereby acknowledged, the said John Palmer Smith and Freda C. Smith, his wife, do hereby grant and convey unto the body corporate, Friendship Club, Inc., its successors and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, situate, lying and being on the west side of Spring Street, extended, in the Town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, bounded on the southerly side by other lands of John Palmer Smith, bounded on the northerly side by the lands formerly of Harry Cook, and more particularly described by metes and bounds, courses and distances according to a survey made November 3rd, 1961, by Shaw & Bartlett, surveyors and engineers, to wit:

BEGINNING at a concrete monument at the southwest corner of the existing Spring Street and being the southeast corner of land of Harry Cook; thence running by and with the west line of Spring Street extension

South 27 deg. 15 min. west, 200.06 feet to a concrete monument; thence by and with the north line of other land of John Palmer Smith and crossing a ravine,

North 62 deg. 45 min. west, 190.9 feet to an iron pipe; thence by and with the east line of said other land of John Palmer Smith

North 41 deg. 35 min east, 212.02 feet to an iron pipe and being the southwest corner of land of Harry Cook; thence running by and with the South line of land of the said Harry Cook

South 60 deg. 30 min. East, 138.5 feet to a concrete monument, the place of beginning, CONTAINING seven hundred sixty eight one-thousandths (0.768) Acre of land.



TOGETHER with the right forever for ingress, egress and regress to the following described parcel of land which is hereby dedicated to the Town of Centreville as an extension of Spring Street, situate, lying and being adjacent to the south end of the existing Spring Street (created Mar. 5, 1908—see Land Liber S.S. #1, folio 347, etc.), in Centreville, Queen Anne's County, in the State of Maryland, and which is described by the following metes and bounds, courses and distances, to wit:

BEGINNING at a concrete monument at the southwest corner of the existing Spring Street and being the southeast corner of land of Harry Cook, thence running by and with the south end of the said existing Spring Street

South 62 deg. 45 min. east, 25.0 feet to a point, said point being the southeast corner of the existing Spring Street; thence by and with the East line of the strip of land herein described and with the west line of other land of the said John Palmer Smith

South 27 deg. 15 min. west, 374.13 feet to a concrete monument, and being the southeast corner of the land herein described; thence by and with the south end of the same

North 62 deg. 45 min. west, 25.0 feet to a concrete monument and being the southwest corner of the herein described land; thence by and with the west line of the same and with the east line of other land of the said John Palmer Smith

North 27 deg. 15 min. east, 374.13 feet to a concrete monument, the place of beginning, containing 0.215 acre of land.

Being part of the land conveyed unto John Palmer Smith by Ruth Fridonberg and husband by deed dated January 28th, 1946, and recorded in Land Liber S. G. #12, fol. 570.

See Certificate of Survey and Plat filed with this deed showing the parcel of land conveyed unto Friendship Club, Inc., and showing the parcel of land dedicated as an extension of the existing Spring Street.

EXHIBIT F

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.

TO HAVE AND TO HOLD the parcel of land first herein described, 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 body corporate, Friendship Club, Inc., its successors and assigns, in fee simple.



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 hereby granted and conveyed; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor.

TEST:

*Helen E. Pardo*  
Helen E. Pardo.

*John Palmer Smith*  
John Palmer Smith

*Freda C. Smith*  
Freda C. Smith

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY,

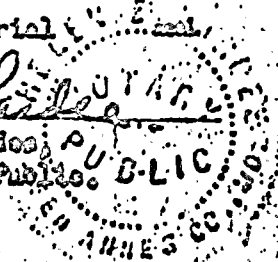
to wit:

I HEREBY CERTIFY, that on this 6th day of November, in the year one thousand nine hundred and sixty-one, before me, the subscriber, A Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Palmer Smith and Freda C. Smith, his wife, and they acknowledged the foregoing Deed to be their act.

Witness my hand and notarial seal,

*Helen E. Pardo*

Helen E. Pardo  
Notary Public



Filed Oct. 27, 1961

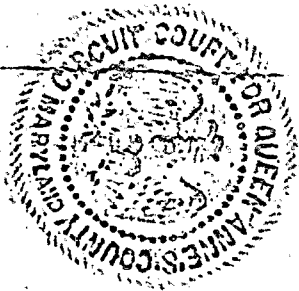
(over)

LIBER

4 PAGE 412

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 63, folio 580, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 20th day of October in the year nineteen hundred and sixty-six.

Charles W. Cecil  
Clerk

.....

#24,412.

QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the Thirteenth day of July, in the year nineteen hundred and forty six, the following Deed was brought to be recorded, to wit:-

One-Fifty Cent and One-Five Cent  
Int. Rev. Stamps. Endorsed  
1946 July 8. J P S

One-Twenty Cent and One-Ten Cent  
Recordation Tax Stamps. Endorsed  
J P S 7-13-46

THIS DEED, made this eighth day of July in the year nineteen hundred and forty six between John Palmer Smith, a single man, of Queen Anne's County in the State of Maryland, party of the first part and Elizabeth Stansbury of the same place, party of the second part,

WITNESSETH: That the party of the first part, for and in consideration of the sum of Three Hundred and Fifty Dollars to him in hand paid by the party of the second part, at or before the delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant and convey unto the said party of the second part, the said Elizabeth Stansbury, her heirs and assigns forever,

ALL that lot or parcel of land situate, lying and being in the town of Centreville in the Third Election District of Queen Anne's County in the State of Maryland on the south side of the street or road of said town called or known as "Kidwell Lane" and also as "Back Kidwell Lane or Street", bounded on the north by said Kidwell Lane, bounded on the east by the land of Isaiah Newnam, bounded on the south by a lot of land belonging to the party of the first part designated as Lot No. 3 on the Map of Land hereinafter mentioned and known as "Lot No. 3" of said Map, bounded on the west by a lot of land belonging to the party of the first part designated as Lot No. 1 on the Map of the Land hereinafter mentioned and known as "Lot No. 1" of said Map, and contained within the following metes and bounds, courses and distances, according to a survey of the same made June 20th, 1945, by John C. Fisher, Surveyor, to wit:

BEGINNING for the same at a stone set in the ground on the south side of said Kidwell Lane and at the northeast corner of the land of Isaiah Newnam mentioned above and running thence with the line of the last mentioned land

South 27 degrees 15 minutes west for the distance of 135 feet to a point a corner for the land of Isaiah Newnam mentioned above, a corner of the lot hereby conveyed and a corner of said Lot No. 3 mentioned above; thence with the line of said Lot No. 3 North 60 degrees 30 minutes west for the distance of 37 1/2 feet to a point a corner for said Lot No. 1 mentioned above; thence with the line of said Lot Number 1

North 27 degrees 15 minutes east for the distance of 135 feet to a point on Kidwell Lane a corner for the other land of the party of the first part called herein as "Lot No. 1" of the Map mentioned below; thence with Kidwell Lane mentioned above South 60 degrees 30 minutes east for the distance of 37 1/2 feet to the point of beginning;

BEING ALL that lot or land known and distinguished as "Lot No. 2" on a certain Map of the land of the Grantor now in his possession made by John C. Fisher, Surveyor and dated June 20th, 1945;

BEING a part of the land known as "The Kidwell Lots" granted unto the party of the first part by Ruth Friedenberg and Nathan Friedenberg, her husband, by deed dated January 27, 1946 and recorded in Liber A. S. G. Jr. No. 12, a land record book of said county, at folio 570.

TOGETHER with the buildings and improvements thereon and all the roads, rights, ways, waters and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land above described and hereby intended to be conveyed unto the party of the second part, her heirs and assigns in fee simple and for no other purpose whatsoever.

EXHIBIT G

AND the party of the first part covenants that he will warrant generally the property hereby granted and conveyed; that he is seised of said land; that he has done no act to encumber said property and that he will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF the party of the first part has hereunto subscribed his name and affixed his Seal the day and year first hereinabove written.

Test: DELHA DANCY ROLPH  
Delha Dancy Rolph

JOHN PALMER SMITH (SEAL)  
John Palmer Smith

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

I HEREBY CERTIFY that on this eighth day of July in the year nineteen hundred and forty six, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John Palmer Smith, the above named Grantor and he did acknowledge the foregoing DEED to be his act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal Notarial the day and year above written.

Notary  
Public  
Seal.

DELHA DANCY ROLPH  
Delha Dancy Rolph

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber A.S.G. Jr. No. A.S.G. Jr. 14, folio 326, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 20th day of October in the year nineteen hundred and sixty-six.

*Charles W. Cecil*  
Clerk

*Filed Oct 27 1966*

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.....  
#27,979. QUEEN ANNE'S COUNTY, TO WIT:  
Be, it remembered that on this Second day of September, in the year nineteen hundred and forty nine, the following Deed was brought to be recorded, to wit:-

One-Fifty Cent and One-Five Cent Int.  
Rev. Stamps. Endorsed JPS.

One-Fifty Five Cent Recordation Tax  
Stamp. Endorsed JPS 9-2-49.

This Deed made this 26th day of July, in the year one thousand nine hundred and forty-nine, by John Palmer Smith, 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 John Palmer Smith does hereby grant and convey unto Freda C. Smith, her heirs and assigns, in fee simple, forever, the following described real estate, to wit:

ALL that lot and parcel of land, situate, lying and being in the Town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, in Holtontown, located on the western side of Slaughter or Spring Street (which is a street 25 feet in width and which leads southerly from Back Kidwell Lane towards the Mill Stream), bounded on the northeastern side by the Christine Hollis lot, bounded on the southwestern side by the John Rozier lot, bounded in the rear or western side by the Edward Taylor lot, and bounded on the eastern side by said Slaughter or Spring Street, and which lot is more particularly described as follows: BEGINNING for the same on the western side of Slaughter or Spring Street at a concrete marker set in the ground in the eastern corner of the lot hereby conveyed and at the southern corner of the Christine Hollis lot, and running thence with the western side of said Slaughter or Spring Street in a southerly direction a distance of thirty-seven (37) feet to the John Rozier lot; thence running with the Rozier lot in a westerly direction a distance of 78.5 feet (the course would be N. 60 deg. 30 min. west); thence running in a notherly direction with the Edward Taylor lot a distance of thirty-seven (37) feet to the Christine Hollis lot at a concrete marker; and thence running with the Christine Hollis lot in an easterly direction a distance of 78.5 feet (the course would be S. 60 deg. 30 min. east) to the point of beginning.

Being part of the property conveyed unto John Palmer Smith by Ruth and Nathan Friedenberg by deed dated January 28th, 1946, and recorded among the land re-

EXHIBIT H



ords of Queen Anne's County in Liber A. S. G. No. 12, folio 570.

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.

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 Freda C. Smith, her heirs and assigns, in fee simple, forever.

AND the said Grantor hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that he will warrant specially the property granted and conveyed; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor.

TEST:

J. WEST THOMPSON, Jr.  
J. West Thompson, Jr.,

JOHN PALMER SMITH. (SEAL)  
John Palmer Smith.

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

I HEREBY CERTIFY, that on this 28th day of July, in the year one thousand nine hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Palmer Smith, husband of the said Freda C. Smith, to me personally known, and he acknowledged the foregoing Deed to be his act.

Witness my hand and notarial seal.

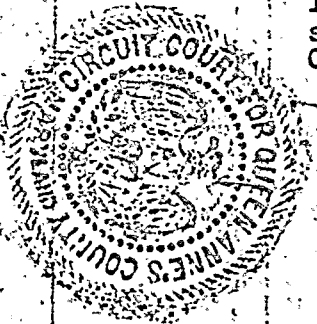
Notary  
Public  
Seal.

J. WEST THOMPSON, Jr.  
J. West Thompson, Jr.,  
Notary Public.

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber N.B.W. 4, folio 71, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 20th day of October in the year nineteen hundred and sixty-six.



*Charles W. Cecil*  
Clerk

*Filed Oct. 27. 1966*

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I, John Palmer Smith, of Centreville, Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make this my last Will and Testament in the following manner, to wit:

(1) I direct the payment of my just debts and funeral expenses.

(2) I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) unto Margaret Ludwig Dize, now of 210 Tilghman Avenue, Centreville, Maryland, if she survive me.

(3) All the rest, residue and remainder of my property and estate, real, personal and mixed, wheresoever located, I give, devise and bequeath unto my two sons, namely, John Palmer Smith, Jr., and Edward Gillopie Smith, absolutely and in fee simple, share and share alike.

(4) I appoint John Palmer Smith, Jr., and Edward G. Smith to be the Executors of this my last Will and Testament, hereby revoking all other Wills and Codicils by me heretofore made.

In testimony whereof I have hereunto subscribed my name and affixed my seal this ninth day of July, in the year one thousand nine hundred and sixty-four.

  
John Palmer Smith

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

  
Charles W. Cecil

  
Helen E. Parker

EXHIBIT I

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

On the 5th day of August A. D. 19 66

Robert R. Price, Jr., of Centreville, Maryland, Custodian of the within and

aforegoing instrument of writing, purporting to be the last Will and Testament of

JOHN PALMER SMITH

late of Queen Anne's County, deceased,

and made oath in due form of law, that the foregoing is the true and whole Will of said deceased,

that has come to his hand and possession, and that he does not know nor has he

heard of any other and that he received the same from a lock box in a safe in the

office of the Testator, 113 Lawyers Row, Centreville, Maryland, according to

instructions given him by John Palmer Smith, the Testator, he having carried

out said instructions on or about the 5th day of August A. D. 19 66.

Sworn before

*[Signature]*

Register of Wills of Queen Anne's County, Md.

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

On the 5th day of August 1966

Helen E. Pardee of Centreville, Maryland, one of the

subscribing witnesses to the foregoing last Will and Testament of JOHN PALMER SMITH

late of Queen Anne's County, deceased, and made oath in due form

of law, that she did see the Testator sign and seal said Will, that she heard him

publicly pronounce and declare the same to be his last Will and Testament, and at

the time of his so doing he was to the best of her apprehension, of sound and

disposing mind, memory and understanding; and that she together with

Charles H. Coell

subscribed her name as witness

to said Will at his request in his presence and in the presence of each other and

sworn in open court.

*[Signature]*

Register of Wills of Queen Anne's County, Md.

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

On the 9<sup>th</sup> day of August 19 66, came

Charles W. Cecil of Centreville, Maryland, one of the

subscribing witnesses to the foregoing last Will and Testament of JOHN PALMER SMITH,

late of Queen Anne's County, deceased, and made oath in due form

of law, that he did see the Testator sign and seal said Will, that he heard him

publish, pronounce and declare the same to be his last Will and Testament, and at

the time of his so doing he was to the best of his apprehension, of sound and

disposing mind, memory and understanding; and that he together with

Helen E. Pardee subscribed his name as witness

to said Will at his request in his presence and in the presence of each other.

Sworn in open court.

To wit:

Register of Wills of Queen Anne's County, Md.

State of Maryland,

In the Orphans' Court

For Queen Anne's County:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of JOHN PALMER SMITH,

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

9<sup>th</sup> day of August, A. D., 19 66, that the same be admitted in this Court

as the true and genuine last Will and Testament of the said JOHN PALMER SMITH,

deceased.

Judges of the Orphans' Court of Queen Anne's County, Maryland

In the Orphans' Court for Queen Anne's County, Maryland, Sect.

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of the last Will and Testament of JOHN PALMER SMITH, late  
of Queen Anne's County, Maryland, deceased, together with the proofs thereto  
and probate thereof

as filed and passed in this office on August 9th, 1966  
and recorded in Liber E.C.W. No. 2 Folio 494, 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 20<sup>th</sup>  
day of October 1966.

*[Signature]*  
Register of Wills for Queen Anne's County, Maryland

*Filed Oct. 27, 1966.*

LIBER

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IN THE MATTER OF  
THE ESTATE OF  
JOHN PALMER SMITH,  
DECEASED

IN THE ORPHANS' COURT FOR  
QUEEN ANNE'S COUNTY

Box No. 3869

CLAIM OR ELECTION OF LEGAL SHARE OF REAL  
AND PERSONAL PROPERTY BY SURVIVING SPOUSE

I, Freda C. Smith, the surviving spouse of John Palmer Smith, late of Queen Anne's County, Maryland, do hereby renounce and quit all claim to any bequest or devise, if any, made to me by the last will and testament of my husband, exhibited and proved according to law; and I elect to take in lieu thereof, or I do hereby claim, as the case may be, my legal share of both the real and personal estate of my said husband.

  
Freda C. Smith

I HEREBY CERTIFY, that on this 12<sup>th</sup> day of October, 1966, I have mailed by U. S. Mail prepaid signed notices of said election or claim, addressed to the following persons: John Palmer Smith, Jr., 501 Springhaven Rd, Wallingford, Pennsylvania, Edward G. Smith, 480 Brentwood Rd, Camp Hill, Pennsylvania, Executors of the Will of John Palmer Smith, deceased; and Michael V. Callanan, 1010 Munsey Building, Baltimore, Maryland 21202, resident agent of said Executors.

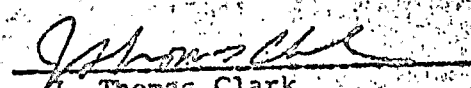
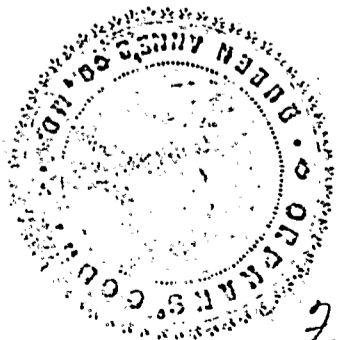
  
J. Thomas Clark  
Attorney for Freda C. Smith

EXHIBIT J

In the Orphans' Court for Queen Anne's County, Maryland, Set:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of Claim or Election of Legal Share of Real and Personal  
Property by Surviving Spouse, Freda C. Smith, in the Matter of the Estate of  
JOHN PALMER SMITH, late of Queen Anne's County, deceased,

as filed ~~and passed~~ in this office on October 13, 1966  
and recorded in Liber D.E.C. No. 1 Folio \_\_\_\_\_  
in Record Book of PETITIONS AND ORDERS  
in the Orphans' Court for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF I hereunto subscribe my  
name and affix the seal of my office this 20<sup>th</sup>  
day of October 1966.

Register of Wills for Queen Anne's County, Maryland

*Filed Oct. 27, 1966*  
LIBER 4 PAGE 423

12  
FREDA C. SMITH  
Centreville, Maryland

Plaintiff

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

vs.

JOHN PALMER SMITH, JR. and  
LYNN A. SMITH, his wife,  
501 Springhaven Road  
Wallingford, Pennsylvania;  
EDWARD GILLESPIE SMITH and  
JEAN G. SMITH, his wife,  
480 Brentwater Road  
Camp Hill, Pennsylvania 17011;  
and MARGARET LUDWIG DISE  
Hebron, Wicomico County,  
Maryland

Defendants

IN EQUITY

No. 4815ORDER OF PUBLICATION

The object of this suit is to have a trustee or trustees appointed to make sale of the real estate which JOHN PALMER SMITH died seized and possessed and to distribute the net proceeds so received among those entitled under his last will and testament and by the election of Freda C. Smith, his surviving spouse, the same not being susceptible to partition without material loss or injury to the several parties entitled to receive the said several interests.

The Bill of Complaint alleges that John Palmer Smith was at the time of his death seized in fee simple of the following real estate, all of which is situate in the Town of Centreville, Queen Anne's County, Maryland, to wit: (a) ALL that lot or parcel of land, known as No. 304 Chesterfield Avenue and as "The William J. Price, Junior, Residence Property", in said Town, the title to which he acquired by a deed to him from Juliet S. Price, widow, dated June 29, 1945, and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 11, folio 378, a duly certified copy of which Deed is filed with the Bill of Complaint and marked Exhibit A; (b) ALL that lot or parcel of land in said town consisting of the western half of a dual office building known as No. 113 Lawyers Row, the title to which he acquired by a deed to him from James T. Bright and Mamie S. Bright, his wife, dated February 8, 1923, and recorded among the land records of Queen Anne's County in Liber J.F.R. No. 10, folio 258, a duly certified copy of which Deed is filed with the Bill of Complaint and marked Exhibit B, and a Deed of Partition by and between the said John Palmer Smith and wife and John B. Brown, Trustee of Frances Kennard Brown, dated July 3, 1956, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 29, folio 223, a duly certified copy of which Deed of Partition is filed with the Bill of Complaint and marked Exhibit C; (c) ALL that lot or parcel of land situate in said Town and being known as No. 210 Tilghman Avenue and as No. 207 Kidwell Avenue, being a lot of land 90 feet by 151 feet, more or less, on which is situate two separate improvements, the title to which he acquired by a deed to him from Robert Hopper Thompson, dated December 6, 1945, and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 12, folio 399, a duly certified copy of which Deed is filed with the Bill of Complaint and marked Exhibit D; (d) ALL that lot or parcel



302 Little Kidwell,  
of land situate in said Town and being known as Nos. 101, 103, 105, 107, 109, 111, 113, 115 and 117 Spring Street and formerly known as "Chesterfield" and "The Kidwell Lots", containing five acres of land, more or less, the title to which he acquired by a deed to him from Ruth Friedenbergs and Nathan Friedenbergs, her husband, dated January 28, 1946, and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 12, folio 570, a duly certified copy of said deed is filed with the Bill of Complaint and marked Exhibit D, save and except the following parcels of land which were conveyed by the said John Palmer Smith during his lifetime, either solely or with spouse if married at time of execution of said deed, as follows, to wit: (1) To Friendship Club, Inc., containing 0.768 acre of land and right of ingress and egress, dated November 6, 1961, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 63, folio 580, a duly certified copy of said Deed is filed with the Bill of Complaint and marked Exhibit F; (2) To Elizabeth Stansbury, a lot 135 feet by 37½ feet, dated July 8, 1946, and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 14, folio 325, a duly certified copy of said Deed is filed with the Bill of Complaint and marked Exhibit G; (3) To Freda C. Smith, a lot 37 feet by 78.5 feet, dated July 26, 1949, and recorded among the land records of Queen Anne's County in Liber N.B.W. No. 4, folio 71, a duly certified copy of said deed is filed with the Bill of Complaint and marked Exhibit H; That the said John Palmer Smith departed this life on August 5, 1966, testate, and by his last will and testament did devise all his said real estate to the said John Palmer Smith, Jr. and Edward Gillespie Smith, in fee simple, in equal shares, said will being dated July 9, 1964, and having been duly admitted to probate in the Orphans' Court for Queen Anne's County on August 9, 1966, and which will is recorded among the will records of said County in Liber E.C.W. No. 2, folio 494, a duly certified copy of which Will is filed with the Bill of Complaint and marked Exhibit I; That in said will the said John Palmer Smith did devise all his real estate and personal property to the said John Palmer Smith, Jr. and Edward Gillespie Smith, absolutely and in fee simple and as tenants in common, after first bequeathing the sum of \$10,000.00 unto Margaret Ludwig Dise, who is made a part because it is not known whether or not the personal estate of said John Palmer Smith, which is now being administered upon in the Orphans' Court of Queen Anne's County under his last will and testament, is sufficient to pay his debts and administration costs and said specific legacy; that the said Freda C. Smith, plaintiff in this cause, not being mentioned in the said last will and testament of said John Palmer Smith, deceased, did on October 12, 1966, make her election in writing to claim her legal share of both the real and personal estate of the said John Palmer Smith, as said decedent's surviving spouse, she and the said John Palmer Smith having been married in Howard County, Maryland, on November 30, 1946, and that said election was filed with the Register of Wills of Queen Anne's County on October 13, 1966, and recorded in the office of the Register of Wills in Record Book of Petitions and Orders in Liber D.E.C. No. 1, a certified copy of which Election or Claim is filed with the Bill of Complaint and marked Exhibit J; That the administration under said last will and testament of said John Palmer Smith, deceased, in the Orphans' Court for Queen Anne's County has not been completed and it is unknown whether or not the personal assets are sufficient to pay the costs of administration and debts of the decedent; That by virtue of said will and the election filed by this plaintiff as surviving spouse of said testator, this real estate is owned by your plaintiff, the said John Palmer Smith, Jr., subject to the rights of dower of his wife, the said Lynn A. Smith, and Edward Gillespie Smith, subject to the rights of dower of his wife, the said Jean G. Smith, as tenants in common in equal shares; 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 several interests.

IT IS THEREUPON, this 27<sup>th</sup> day of October, 1966,  
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 1<sup>st</sup> day of December, 1966, warning the said John Palmer Smith, Jr. and Lynn A. Smith, his wife, and Edward Gillespie Smith and Jean G. Smith, his wife, non-residents of the State of Maryland, to be and appear in this Court in person or by solicitor on or before the 2<sup>nd</sup> day of January, 1967, to show cause, if any they 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.

Charles H. Ceil

CLERK

Filed Oct. 27. 1966

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

13/

November Return Day

File No. 4815

Docket C.W.C.#1, fol. 204

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

TO: Margaret Ludwig Dise  
Hebron, Wicomico County, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of  
November, next, to answer an action at the suit of

Freda C. Smith  
Centreville, Maryland

Issued the 27th. day of November 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

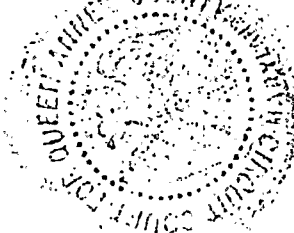
ATTORNEY(S) FOR PLAINTIFF(S)

NAME: J. Thomas Clark  
114 North Commerce Street  
ADDRESS: Centreville, Maryland  
Phone: 758-1392

NAME: Leonard H. Lockhart  
153 East Main Street  
ADDRESS: Elkton, Maryland  
Phone: 398-3536

*Charles W Cecil*  
Clerk

(Seal of Court)



NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE November 22,  
19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed Nov. 1. 1966*

Summoned Margaret Ludwig Case and copy of Summons and Bill of Complaint left with her, this 28th day of October, 1966.

Sheriff's cost \$2.00

*Samuel R. Goshen*  
Sheriff of Wicomico County

14

FREDA C. SMITH

Plaintiff

v.

EDWARD GILLESPIE SMITH and  
JEAN G. SMITH, his wife,  
480 Brentwater Road  
Camp Hill, Pennsylvania 17011

et al

Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

NO. 4815

\*\*\*\*\*

RETURN AS TO SERVICE OF  
ORDER OF PUBLICATION

Charles G. Miller, who resides at R. D. #3, Carlisle, Cumberland

County and who is over 21 years of age, and not a

party to this action, hereby certifies that on November 17, 1966,

he served a copy of the Order of Publication passed by this Court on

October 27 1966, on Edward Gillespie Smith and Jean G. Smith,

his wife, by delivering and leaving a copy of the Order with the said

Edward Gillespie Smith and Jean G. Smith, his wife.

*Charles G. Miller*

STATE OF PENNSYLVANIA, COUNTY OF Cumberland, to wit:

Before me, the undersigned, a Notary Public of the State and County  
aforesaid, personally appeared Charles G. Miller who made oath in due  
form of law that the matters and facts herein above set forth are

*Audrey G. Adams*  
NOTARY PUBLIC  
My Commission Expires

AUDREY G. ADAMS  
My Commission Expires 10/21/1970  
Carlisle, Pa. Cumberland County

*Filed Nov. 22, 1966*

15  
FREDA C. SMITH

Plaintiff

vs.

JOHN PALMER SMITH, JR., et al.,  
Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4815

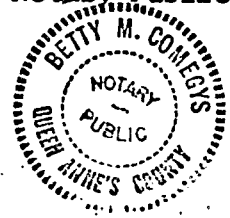
MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that on this 22nd day of December, 1966, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Freda C. Smith, who made oath in due form of law to the following facts, to wit: that she is the plaintiff in a suit for partition against Margaret Ludwig Dise and others, which is now pending in the Circuit Court for Queen Anne's County, in Equity; that the said Margaret Ludwig Dise is an adult, lives at Hebron, Maryland, and is employed at a bank in Salisbury, Maryland; that the said Margaret Ludwig Dise is not now in the military service and has not been in the military service of the United States for at least six months prior to October 27, 1966.

WITNESSETH my hand and Notarial Seal.

Betty M. Conyers  
Notary Public



Filed Nov. 23. 1966

16  
FREDA C. SMITH

Plaintiff

vs.

JOHN PALMER SMITH, JR., et al  
Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4815

A MOTION FOR DECREE PRO CONFESSO

Freda C. Smith, Plaintiff, by J. Thomas Clark, one of her attorneys, moves, pursuant to Maryland Rule 310 b, for a Decree Pro Confesso against Margaret Ludwig Dise for failure to comply with the requirements as to time for pleading in that the time for filing her answer or other initial pleading expired on the 22nd day of November, 1966, and the said answer or other initial pleading has not been filed.

*J. Thomas Clark*  
 J. Thomas Clark  
 Attorney for Plaintiff

*Filed Nov. 23. 1966*

DECREE PRO CONFESSO

17  
 Upon the foregoing Motion of the Plaintiff in the above entitled cause, it is this 23<sup>rd</sup> day of November, 1966, ADJUDGED, ORDERED and DECREED By the Circuit Court for Queen Anne's County, in Equity, that the Bill of Complaint is taken pro confesso against Margaret Ludwig Dise *one of the defendants* and *the papers are referred to one of the Examiners of this Court to take testimony to support the allegations of the Bill of Complaint.*

*Filed Nov. 23. 1966*

*Thos. Y. Gentry*  
 JUDGE

18

FREDA C. SMITH

Plaintiff

v.

JOHN PALMER SMITH, JR. and  
LYNN A. SMITH, his wife,  
501 Springhaven Road  
Wallingford, Pennsylvania;

EDWARD GILLESPIE SMITH and  
JEAN G. SMITH, his wife,  
480 Brentwater Road  
Camp Hill, Pennsylvania 17011

MARGARET LUDWIG DISE  
Hebron, Wicomico County,  
Maryland

Defendants

IN THE CIRCUIT COURT

FOR

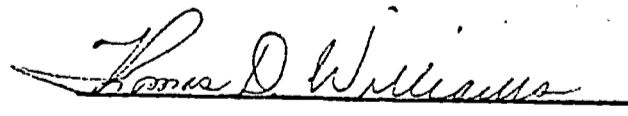
QUEEN ANNE'S COUNTY

No. 4815

\*\*\*\*\*

RETURN AS TO SERVICE OF  
ORDER OF PUBLICATION

Thomas D. Williams who resides at Newtown Square,  
Penna., and who is over 21 years of age, and not  
a party to this action, hereby certifies that on November 21, 1966, he  
served a copy of the Order of Publication passed by this Court on October  
27, 1966 on John Palmer Smith, Jr. and Lynn A. Smith, his wife,  
501 Springhaven Road, Wallingford, Pennsylvania, by delivering and leaving  
a copy of the Order with the said John Palmer Smith, Jr. and Lynn A. Smith,  
his wife.



STATE OF PENNSYLVANIA, COUNTY OF Delaware, to wit:

Before me, the undersigned, a Notary Public of the State and

County aforesaid, personally appeared Thomas D. Williams, who made oath in due form of law that the matters and facts hereinabove set forth are true.

James C. [Signature]  
NOTARY PUBLIC  
My Commission Expires [Signature]  
NOTARY PUBLIC  
COMMISSION EXPIRES JAN. 7, 1967

*Filed Nov. 28. 1966*



19  
FREDA C. SMITH

Plaintiff

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

vs.

IN EQUITY

JOHN PALMER SMITH, JR., et al.  
Defendants

No. 4815

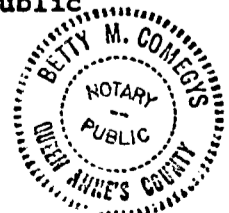
MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that on this 3rd day of January, 1967, before me, the undersigned, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Freda C. Smith, who made oath in due form of law to the following facts, to wit: that she is the plaintiff in a suit for partition against John Palmer Smith, Jr., and others, which is now pending in the Circuit Court for Queen Anne's County, in Equity; that the said John Palmer Smith, Jr. is an adult, lives at 501 Springhaven Road, Wallingford, Pennsylvania, and is an employee of the Scott Paper Company, Philadelphia, Pennsylvania, and Lynn A. Smith, an adult, is his wife, and her occupation is that of housewife; that the said Edward Gillespie Smith, is an adult, lives at 480 Brentwater Road Camp Hill, Pennsylvania, and is an employee of Sinclair Refining Company, Philadelphia, Pennsylvania, and Jean G. Smith, an adult, is his wife, and her occupation is that of housewife; and that none of them are not now in the military service and have not been in the military service of the United States for at least six months prior to October 27, 1966.

WITNESSETH my hand and Notarial Seal.

*Betty M. Comegys*  
Notary Public



*Filed Jan. 4, 1967*

LIBER

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20 / FRED A C. SMITH

Plaintiff

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

vs.

IN EQUITY

JOHN PALMER SMITH, Jr., et al.  
Defendants

No. 4815

A MOTION FOR DECREE PRO CONFESSO

Freda C. Smith, Plaintiff, by J. Thomas Clark, one of her attorneys, moves, pursuant to Maryland Rule 310 B, for a Decree Pro Confesso against John Palmer Smith, Jr. and Lynn A. Smith, his wife, and Edward Gillespie Smith and Jean G. Smith, his wife, for failure to comply with the requirements as to time for pleading in that the time for filing their answer or other initial pleading expired on the 2nd day of January, 1967, and their said answers or other initial pleadings have not been filed.

*J. Thomas Clark*  
 \_\_\_\_\_  
 J. Thomas Clark  
 Attorney for Plaintiff

*Filed Jan. 4, 1967*

DECREE PRO CONFESSO

21 / Upon the foregoing Motion of the Plaintiff in the above entitled cause, it is this 9<sup>th</sup> day of January, 1967, ADJUDGED, ORDERED and DECREED by the Circuit Court for Queen Anne's County, in Equity, that the Bill of Complaint is taken pro confesso against John Palmer Smith, Jr. and Lynn A. Smith, his wife, and Edward Gillespie Smith and Jean G. Smith, his wife, and the papers are referred to one of the Examiners of this Court to take testimony to support the allegations of the Bill of Complaint.

*W. J. Gentry Jr.*  
 \_\_\_\_\_  
 JUDGE

*Filed Jan 9, 1967*



3. That they admit the allegations contained in Paragraph 2 of the Bill of Complaint.

4. That they admit the allegations contained in Paragraph 3 of the Bill of Complaint and further answering said Paragraph aver that your Plaintiff is in the possession of a large amount of furniture and furnishings in the property referred to in Paragraph 1<sup>(a)</sup> of the Bill of Complaint which are the property of the estate of the late John Palmer Smith, and although the Orphan's Court appraisers went to said property for the purpose of appraisement of the furniture and furnishings belonging to said estate, your Plaintiff refused to permit said appraisement, and until said appraisement has been made the amount of the personal estate of the said John Palmer Smith cannot be established.

5. That they admit the allegations contained in Paragraphs 4, 5 and 6 of the Bill of Complaint.

6. That they deny the allegations contained in Paragraph 7 of the Bill of Complaint and further answering said Paragraph, they aver that the said real estate which consists of four (4) improved parcels of real estate are partitionable and susceptible to partition in kind without any loss or injury to the parties.

7. Further answering the Bill of Complaint, they aver that a sale of the said real estate will result in substantial loss and injury to the parties.

WHEREFORE, having fully answered said Bill of Complaint your Defendants pray:

- (1) That the Bill of Complaint be dismissed with costs.
- (2) For such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND, etc.

Robert J. Callanan

Robert J. Callanan  
Callanan, Goff, Moring & Callanan  
210 North Calvert Street  
Baltimore, Maryland 21202  
LExington 9-0056  
Attorneys for Defendants

John Palmer Smith, Jr.

John Palmer Smith, Jr.

Lynn A. Smith

Lynn A. Smith

Edward Gillespie Smith

Edward Gillespie Smith

Jean G. Smith

Jean G. Smith

Margaret Ludwig Dise

Margaret Ludwig Dise

Defendants

I HEREBY CERTIFY that on this 9<sup>th</sup> day of January 1967,  
a copy of the foregoing Answer to Bill of Complaint was mailed to  
J. Thomas Clark, Esquire, 114 North Commerce Street, Centreville, Maryland,  
and a copy was mailed to Leonard H. Lockhart, Esquire, 153 East Main Street,  
Elkton, Maryland, attorneys for Plaintiff.

Robert J. Callanan

Robert J. Callanan  
Callanan, Goff, Moring & Callanan  
Attorneys for Defendants

*Filed Jan. 10. 1967*

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LIBER

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FREDA C. SMITH

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

JOHN PALMER SMITH, JR.,  
et al.

IN EQUITY

No. 4815

ORDER OF COURT

Pursuant to the authority contained in Maryland Rules 178 (b) and 675 (a) (3), the decree pro confesso previously entered in this case on June 9, 1967, is hereby stricken and leave is granted the Defendants to answer the Bill of Complaint as of January 10, 1967.

*Dated January 18, 1967*

*[Signature]*  
JUDGE

*Filed Jan. 18. 1967*

24

FREDA C. SMITH

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

JOHN PALMER SMITH, JR.,  
et al.

IN EQUITY

No. 4815

The undersigned, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of J. Thomas Clark, Solicitor for the Complainant, did, at the office of J. Thomas Clark, 118 North Commerce Street, Centreville, Maryland, on Thursday, February 2, 1967, at 11:30 o'clock a.m., after swearing the witnesses and the stenographer, proceed to take their testimony; and I do hereby further certify that the examination was properly conducted, and that I did not deem it necessary for me to examine any of the witnesses, there being no irregular or unusual circumstances in the taking of said testimony or in the conduct of the proceedings. Present during the taking of testimony was J. Thomas Clark, Solicitor for the Complainant, and Michael V. Callanan, Solicitor for the Defendants.

*B. Hackett Turner*

B. Hackett Turner  
Examiner

*Filed Mar 3, 1967*

The first witness, upon being duly sworn, did depose and say:

Questions by Mr. Clark:

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

A: Linwood C. Yates, 40, Centreville, Maryland, realtor.

Q: How long have you been in the real estate business?

A: Seventeen years.

Q: Are you familiar with the real estate that Mr. John Palmer Smith possessed at the time of his death?

A: I am.

Q: Would you please identify the several parcels?

A: An office on Lawyers Row, Centreville; residence, Chesterfield Avenue, Centreville; colored rental units, Spring Street, Centreville; two apartment houses, Tilghman Avenue and Kidwell Avenue, Centerville.

Q: Are you familiar with these several pieces?

A: I am.

Q: Lets take the office property first. What type of construction is it and what does the ground and improvements consist of?

A: The office is of brick construction, situate on a lot with eleven foot frontage on Lawyers Row and depth of 39 feet. The interior is comprised of two offices.

Q: What kind of conveniences?

A: There are no conveniences as far as water and sewage facilities, heat provided by space heaters. The front office is paneled. It is zoned C.

Q: That is commercial, is that correct?

A: Yes.

Q: Have you had a chance to inspect it and place an evaluation on it?

A: Yes, I have.

Q: In your opinion, what is the present market value of this property?

A: \$3,500.00.

Q: Is this property susceptible of partition into three separate lots?

A: It is not.



Page 2

Q: Would partition of this property result in material loss and injury to the three parties of interest?

A: It would.

Q: Lets take up the dwelling on Chesterfield Avenue which is commonly known as the Price Property.

A: It is zoned R-1. This is a two-story frame house with wood shingled siding and composition roof. Roof in need of some repair. The first floor contains kitchen, bath, den, living room, dining room, utility room, screened front porch, parkay floors. The second floor contains four bedrooms, den, bath, screened porch and enclosed porch, back stairway in need of repair, attic, storm windows, there is a central heating system oil fired, in other words radiators, garage and shed of frame construction. The lot is 71 feet frontage on Chesterfield Avenue and a depth of 255 feet. I have evaluated this as having a present market value of \$19,500.00.

Q: Is this property susceptible of partition into three separate lots with improvements as located thereon?

A: It is not.

Q: Would partition of this property result in material loss and injury to the parties of interest?

A: It would.

Q: Lets take the colored apartments located on Spring Street. What do they consist of?

A: Located on the corner of Spring Street and Little Kidwell, zoned R-2, two family or more residence. There are two frame row houses containing four apartment each. Composition roof, weather board siding, each apartment contains kitchen, living room, two bedrooms, toilet, wash bowl, no shower or tub, heated by space heaters, no hot water, no utilities furnished. There is also a frame bungalow, composition roof, containing two apartments, each apartment has two rooms, toilet, wash bowl, no bath or shower, space heaters. There are 4.365 acres of land. I have frontages if necessary on the various streets. I appraised this property for \$18,000.00.

Q: Is this property susceptible of partition without material loss and injury to the parties entitled to the interest therein, which are three?

A: No.

Q: Lets take up the property located on the corner of Kidwell and Tilghman Avenues, consisting of two different apartment buildings?

A: First, I have appraised these two separately to get a valuation to make a total appraisal because both are on the same deed. Firstly, zoned R-2, four family residence. The apartment house on Tilghman Avenue, frame two-story house with weather board siding and composition roof. Each apartment has a kitchen,

Page 3

with a petition to include a dining area, living room, two bedrooms, bath, utility, front and back entrances, central heating system, hot water, oil fired, storm windows, basement, approximately 19 years of age. I appraised that dwelling for \$18,000.00.

Q: Does that include the land on which it is situate?

A: Yes, because I would not know where the land ended. The apartment house zoned R-2 containing two apartments on the corner of Kidwell and Tilghman Avenues, frame two-story house with weather board siding and slate roof. First floor apartment contains kitchen, living room, two bedrooms, bath, utility, pantry, enclosed back porch. Second floor apartment has kitchen, dining room, living room, two bedrooms, bath, enclosed porch, utility, heat oil fired with ducts, front porch and basement. Both of these dwellings are situate on the 91 by 151 foot lot. I appraised this dwelling for \$10,000.00. A total appraisal of the two of \$28,000.00.

Q: Would either or both of these two dwelling be susceptible of partition to the parties in interest, which are three, without material loss or injury to them?

A: No.

Q: Do you know any way there could be these properties could be partitioned without the real estate being sold?

A: I do not.

Questions by Mr. Callanan:

Q: You do not know any way these properties could be divided without the real estate being sold? It could not be placed as to valuations, in other words, if one piece of property with a value at \$28,000.00, then you could not put two pieces together at \$28,000.00 and divide the property in this manner?

A: I am taking these properties one at a time and I do not know any other way there could be to get the fair market value. I do not know any way they could be divided into two or three pieces so as to separate them.

Q: Mr. Yates, with regard to the Chestefield Avenue property, in your appraisal did you take into consideration - did you look at any of the furnishings in that house?

A: Yes, but not in detail.

Q: Did you make an appraisal separately of the personal furnishings?

A: I was not ask to, no.

Page 4

Q: Mr. Yates, how has the real estate market been in Centreville recently?

A: I would say above average.

Q: Better than last year?

A: I don't think there is a lot of difference.

Q: Are you solely involved in real estate?

A: Yes.

Q: In 1966 in the last six months of the year have sales been about average with the last six months of 1965?

A: Yes.

Q: Your records would indicate that?

A: Yes.

Q: As far as rental properties for investments has that type of sale been as good in 1966 as in 1965?

A: I wouldn't be able to know definitely without checking my records, but I would say in Centreville that they would be about the same as last year.

Q: From your professional viewpoint as a real estate broker, you do get involved with lending institutions?

A: Yes.

Q: Would you say that it has been more difficult to get loans in the last six months of 1966 than in 1965 on residence properties?

A: Yes, especially with one type of lending institution, with building and loan association, yes it has been more difficult.

Q: Not with banks?

A: No it hasn't.

Q: You were able to get as much this year as last year?

A: Yes.

Q: Has the interest rate increased?

A: The interest rate has not increased.

Q: What would be the mean interest rate?

A: 6%.

Q: And they were always 6%?

A: Yes, they have been for the last seven or eight years.

Page 5

Q: Have the local banks and the savings and loan association increased their point system?

A: There is no point system in the local banks.

Q: What about the savings and loan association?

A: They have increased their point system.

Q: From your own personal knowledge, would you say that the two apartment houses on Tilghman and Kidwell Avenues, are they a good investment property as they now stand?

A: Yes, I would consider them a good investment.

Q: The colored rental units located at Spring Street, would you consider them to be a good rental property?

A: I would.

Q: The Lawyers Row property, would you consider that this is a good rental property?

A: There is one special type of rental for property on Lawyers Row, therefore, I would not consider a rental on Lawyers Row an extremely good rental property. The only type person for rental of this type property would be an attorney or insurance agent.

Q: Mr. Yates, from your experience, do you find that forced sales of property cause them to be sold for normally less than their market value?

A: Normally. There are exceptions to every rule. Normally, I find that a forced sale would not bring as much as a sale whereby you have time to seek out the right buyer. Yet, I have seen forced sale bring more money. I can name one especially.

Q: I am talking especially as to residence property.

A: Yes, I am talking of residence property.

Q: Can you think of any one special property that you might have had where a forced sale brought more money?

A: I know of the McClelland property, that would be on Cox's Creek on Kent Island. The property at a forced sale where there was a divorce, brought more money than it was listed to sell for.

Q: What type of property was this?

A: I am not too familiar with it. I know it was water front property.

Q: Might it also have been ducking area?

A: I don't know.

Q: Would it be fair to say that a forced sale would bring more money?

Page 6

Mr. Clark entered an objection to the question

A: I wouldn't say it was unusual facing it honestly that property in the majority of cases at forced sales bring as much as property where you have had a length of time to show it and advertise the property.

Q: Mr. Yates, do you yourself have any knowledge as to whether the Centreville or Queenstown banks have increased their rate of interest in the past year?

A: No.

Q: Mr. Yates, in your opinion, would you say that it would be wise with the real estate market today to put these properties on the market for sale?

Mr. Clark entered an object because of the fact that it has nothing to do with the parties to whom are entitled to get the money.

A: Yes.

Q: Do you know when the last piece of property was sold on Lawyers Row?

A: Probably the last piece of property sold on Lawyers Row was the office adjacent and almost identical to the office in question right now.

Q: And this was sold by Mr. John Palmer Smith?

A: No, I believe it was sold from the Brown heirs to John Brown.

Q: Do you recall what it brought at the time?

A: \$4,500.00 as I recall.

Q: Is it the same size as the Smith office?

A: This property is identical to the Smith office except there is panelling in the rear where Clayton Carter's office is and there is a basement under the Carter office and not one under Mr. Smith's.

Q: Would you say that these differences are worth the \$1,000.00 difference that you gave?

A: No.

Q: How long ago was this property adjacent to the Smith office sold by the Brown heirs to John Brown?

A: I am going to judge approximately four years ago.

Q: Have real estate values gone up in Centreville in the past four years?

A: No.

Q: Remained steady?

A: Yes.

Page 7

Q: Just on these facts, it would appear that it would not be wise to sell Mr. Smith's office for \$3,500.00 with the one next to it having been sold for \$4,500.00.

Mr. Clark entered an objection to the question

A: I think that Mr. Brown gave more than it was worth. I know that Mr. Carter is paying \$30.00 a month rent. That would give you 8.5 interest on the money and as I said you have only one type of client for rental of this type property. This property has defects, there are no facilities there and I don't see how facilities could be put in. The gross rent before deductions on it would be 10%. Taxes are increasing and continuing to increase.

Q: What if I told you the front office of Mr. Smith's office, only the front office, was presently renting for \$45.00? Would you say that was a fair return on it?

A: I think that is an extremely fair return on it. I do know the tenant and the property. I know the type of business she is in, which is searching titles, she might be there probably two or three months. Put that up with Mr. Brown's rental by Mr. Carter who has been in business 12, 14 or 15 years.

Q: I didn't ask that, what I asked was about the investment where only one-half the office was renting at \$45.00 on a fair market value of \$3,500.00, is that a fair return?

A: Definitely. I know Mr. Carter would like to rent his office at \$50.00 but he hasn't been successful.

At this point, Mr. B. HackettTurner, Examiner, leaves.

Mr. Callanan: Is there anything in the rules of Court in Queen Anne's County to continue this hearing without the Examiner being present?

Mr. Clark: It has been the custom in this County in cases which are not divorces, if the Examiner asks, that at times he leaves. Do you want him here?

Mr. Callanan: If it has been the custom in this County.

Mr. Clark: In divorce cases they have to certify to being present at all times.

Mr. Callanan: If this is the custom and if this is in agreement with the rules of Court, I will be more than willing to go along with the Court and rules subject to the Court's approval. I was asking, Mr. Clark, about the rules of Court in this County. I am agreeable subject to the Court's approval.

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The second witness, upon being duly sworn, did depose and say:

Questions by Mr. Clark:

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

A: Robert T. Yates, 51, Centreville, Maryland, real estate salesman.

Mr. Callanan: Based upon their knowledge, general reputation in the area and experience, I will stipulate that Robert T. Yates would testify to the same thing that his cousin, Linwood C. Yates, would testify to.

Mr. Clark: Well I do have a few questions that I would like to ask Mr. Yates.

Q: How long have you been in the real estate business?

A: Two years.

Q: Are you familiar with real estate values in the town of Centreville?

A: Yes.

Q: Are you familiar with the four different parcels in questions, the ones that Linwood Yates has previously testified about?

A: Yes.

Q: Would you state whether or not you agree to values that Mr. Linwood Yates has placed on these different properties?

A: I don't have the same figures on each one. I have on the office building, I have appraised it \$3,600.00.

Q: Now is this property susceptible of partition without material loss and injury to the three parties of interest in this case?

A: No.

Q: Do you have any different figures on the other properties?

A: On the colored houses, I have \$17,000.00.

Q: Are these the property located on Spring Street?

A: That's right, Spring and LittleKidwell, and includes land value.

Q: Will you state whether or not this property is susceptible of partition without material loss and injury to the three parties?

A: I would say not. On the residence on Chesterfield Avenue, I have appraised it for \$20,000.00.

Q: Would you state whether or not this property is susceptible of partition without material loss and injury to the three parties?

A: It couldn't be partitioned on account of the zoning as Linwood said.

Page 9

Q: Would there be a loss if you had to partition it?

A: I would say so.

Q: Now the two apartment houses on Tilghman and Kidwell Avenues.

A: I valued them as one property at \$29,000.00.

Q: Is this property susceptible of partition without material loss and injury to the three parties of interest?

A: I would say no.

Q: Would you know any other way to equally partition this property except to put it up for sale and divide the moneys?

A: I do not.

Questions by Mr. Callanan:

Q: On the Chesterfield Avenue property, how have you based the valuation you placed on the property?

A: On Centreville conditions.

Q: I recall you stated there would be a loss if the property was partitioned, how much would the loss be?

A: I don't know how it could be partitioned.

Q: Well, if you could how much loss would there be?

A: In the first place, there would be a loss as to values and then the costs of partitioning it.

The third witness, having been duly sworn, did depose and say:

Questions by the Examiner:

Q: Please give your name, age, residence and occupation.

A: Freda C. Smith, 63, Centreville, Maryland, teacher.

Q: Please state whether or not there is any prior or pending litigation between you and the other parties to this suit?

A: Yes, in the case entitled "Freda C. Smith vs. John Palmer Smith," in the Circuit Court for Queen Anne's County, Chancery #4709.

Questions by Mr. Clark:

Q: Are you the Plaintiff in this suit?

A: I am.

Q: And who is John Palmer Smith, Jr. and Lynn A. Smith?

A: John Palmer Smith, Jr., is my step son and Lynn A. Smith is his wife.



Page 10

Q: And who is Edward Gillespie Smith and Jean G. Smith?

A: Eddie is also my step son and Jean is his wife.

Q: And one of the Defendants is Margaret Ludwig Dise as she is a legatee under Mr. Smith's will.

A: Yes.

Q: At the time of Mr. Smith's death, would you please state what real estate he died seized and possessed of?

A: He owned the property his residence at 304 Chestefield Avenue.

Q: I show you to the residence property this deed from Juliet S. Price dated June 29, 1945, and ask you to identify it.

Mr. Callanan: I stipulate to any and all deeds of record.

Mr. Clark: Offered in evidence is Plaintiff's Exhibit No. 1, which is Exhibit A to the Bill of Complaint and which is a deed to the residence property of the late John Palmer Smith situate on Chestefield Avenue in the town of Centreville.

Q: Mrs. Smith, do you reside there at this time?

A: Yes, I do.

Q: Are you the surviving spouse of John Palmer Smith, deceased?

A: Yes.

Q: When did he die?

A: He died August 5, 1966.

Q: In addition to the dwelling on Chesterfield Avenue, did he leave any other real estate?

A: He did.

Q: Please identify them.

A: The colored houses and bungalow on Spring Street.

Q: How many houses on this property and how much acreage?

A: There are two units of four apartment each and there is one bungalow with two apartments that was bought later.

Q: What type of improvements are on that property?

A: When he bought it he had the street paved and three years after when the town put sewage out there John had running water in the apartments, toilet and wash bowl and sink in the kitchen and that was all the improvements and then he changed the rent from \$5.00 to \$8.00.

Page 11

Q: What kind of roofs do these houses have?

A: Composition roofs.

Mr. Callanan: I stipulate to property already in record.

Mr. Clark: Offered in evidence is the deed from Ruth Friendenberg and Nathan Friendenberg to John Palmer Smith dated January 28, 1946, and recorded among the land records in A.S.G. Jr. No. 12, folio 570, as Plaintiff's Exhibit No. 2, and marked Exhibit E to the Bill of Complaint in this cause, and which is the description of record of the Spring Street apartments, which Mr. Smith owned at the time of his death and which after he acquired the property he did by separate deeds of conveyance convey the following parcels out: (1) In a deed from John Palmer Smith and Freda C. Smith, his wife, to Friendship Club dated November 6, 1961, and recorded among the land records in Liber T.S.P. No. 63, folio 580, and which contains 2.015 acres of land, marked Exhibit F to the Bill of Complaint, introduced here as Plaintiff's Exhibit No. 3; (2) Then offered into evidence is deed dated July 8, 1946, between John Palmer Smith, single man, and Elizabeth Stansburg containing an unknown quantity of land and which is recorded among the land records in Liber A.S.G. Jr. No. 14, folio 326, and was originally a part of the Spring Street property, marked Exhibit G to the Bill of Complaint and Plaintiff's Exhibit No. 4; (3) Then a deed from John Palmer Smith to Freda C. Smith dated July 26, 1949, containing an unknown quantity of land being a part of the Spring Street property and recorded among the land records in Liber N.B.W. No. 4, folio 471 and which is marked Exhibit H to the Bill of Complaint and marked here as Plaintiff's Exhibit No. 5.

Then offered into evidence is a deed dated December 6, 1945, from Robert Hopper Thompson to John Palmer Smith which is recorded among the land records in Liber A.S.G. Jr. No. 12, folio 399, which is the deed for the property situate at Kidwell and Tilghman Avenue and contains two separate apartment buildings and which is marked Exhibit D to the Bill of Complaint and marked here as Exhibit No. 6.

I would like to offer in evidence for the real estate known as the Lawyers Row property a deed from James T. Bright and wife to John Palmer Smith dated February 8, 1923, and recorded among the land records in Liber J.F.R. No. 10, folio 258, and marked Exhibit B to the Bill of Complaint and marked here as Exhibit No. 7. Then a deed of partition to the same property dated July 3, 1956, between John Palmer Smith and wife and John B. Brown, Trustee of Frances Kennard Brown, recorded among the land records in Liber T.S.P. No. 29, folio 223, marked Exhibit C to the Bill of Complaint and marked here as Exhibit No. 8.

Q: Mrs. Smith, how did you acquire your interest in these pieces of real estate?

A: By being his wife.

Q: Mrs. Smith, were you left out in Mr. Smith's will?

A: Absolutely.

Page 12

Q: Did you make an election or claim to your interest in these properties in the Orphans' Court for Queen Anne's County under the laws?

A: Yes.

Mr. Clark: Offered into evidence is the last will and testament of John Palmer Smith recorded among the Will Records in Liber E.C.W. No. 2, folio 494 and marked Exhibit I to the Bill of Complaint and marked here as Exhibit No. 9. Offered into evidence is the Claim or Election of legal share of real and personal property by Surviving Spouse made by Freda C. Smith, dated October 12, 1966, and recorded among the Petitions and Orders Book in the Orphans' Court in Liber D.E.C. No. 1, marked Exhibit J to the Bill of Complaint and marked here as Exhibit No. 10.

Q: Now you made an election in which you claim one-third of the real estate among other assets in his estate?

A: Yes.

Q: Do you have any ideas as to the values of these properties?

A: I go along with some of them. The office property, I go along with \$3,500.00 because I know that it needs some repairs, the cellar leaks and stands in water. The colored houses, I can agree with the appraisal considering the land. The residence where I now reside is \$500.00 more. I had it at \$19,000.00, but I'm not going to quibble over that. But the apartment houses, I'm not going to go along with that appraisal because I don't think \$30,000.00 is asking too much.

Q: You are speaking of the apartment houses on Tilghman and Kidwell Avenues?

A: Yes, because at the Watson house there was never any money changed hands. The Queenstown Bank held the mortgage and no money changed hands because he didn't have it. The other apartment house it cost \$30,000.00 to build it and it was kept up. Then he had the floors in the two apartments sanded and they were in better shape than any property he owned.

Q: In your opinion are these properties susceptible of partition without material loss and injury between you and your step sons?

A: Absolutely not.

Q: Will you state whether or not the only way to make a proper division of this property is to sell the property and divide the moneys?

A: Absolutely, to throw them on the market and let them bring what they can. I think that would be fair and just to all. And I base that statement on the things that have happened since John Smith died.

Q: Has your late husband's estate been closed in the Orphans' Court and are the personal assets sufficient to pay his debts?

A: No it has not been closed and I don't believe the assets are sufficient to pay his debts.

Page 13

Questions by Mr. Callanan:

Q: What things?

A: I have never been consulted or contacted at all on these properties. I don't even know the amount of the rent. And John Griffin came down and told me that Jack had told him to move and cut some of the shrubbery around the house. I told him not to touch any of the shrubbery that I was one-third owner. Mr. Smith was a pauper when I married him and I had to work to pay for all of these things including my furniture and I paid for all of it which I can prove.

Q: You say he was a pauper? Did you allege in a separate bill that he made \$30,000.00 income?

A: That's right. That was on his income tax return. And that was after I had been married to him for 20 years.

Q: Mrs. Smith, didn't you have a meeting with One of the Mr. Smiths and you stated that you wanted the executors to handle the properties?

A: Yes, I did. I talked to Eddie and I also told him I didn't want anything that didn't belong to me.

Q: Mrs. Smith, you have no other residence in Centreville except the Hesterfield Avenue property in which you are now living?

A: That's right.

Q: You said that your own personal valuation of this property would be \$19,000.00? I don't think you - Are you paying any rent?

A: I have never been asked to.

Q: Don't you thing that a fair rental for this property would be \$190.00?

Mr. Clark entered an objection

A: No, I don't.

Q: Are you familiar with the fact that if a piece of property valued at \$19,000.00 that one-tenth or \$190.00 would be standard rent?

A: No. That would certainly not be a standard rent for Centreville, more like \$60.00.

Q: What property do you own in Centreville?

A: I own the Feddeman property?

Q: How much did you pay for it?

A: \$3,000.00.

Q: When was this?

A: In 1928.

Page 14

Q: How much would it be worth today?

A: I don't know. To me a million dollars wouldn't buy it.

Q: Do you have any other rental property?

A: The Butler property, it has two apartments that rent for \$50.00 and the barn, which I have only had since August that rents for \$100.00.

Q: This makes a total of \$200.00.

A: Yes.

Q: How much would you say the barn is worth?

A: I would say about \$8,000.00.

Q: How much on the Butler house?

A: The Butler house needs some repairs but I would say about \$12,500.00.

Q: This would make a total of about \$20,500.00.

A: I would say \$20,000.00.

Q: And you are getting \$200.00 rent on \$20,000.00 value, wouldn't you say that is a fair rental for that?

A: Well, \$190.00 on a \$19,000.00 house is too much rent.

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of the respective witnesses, and the costs chargeable to the Complainant, as follows, to wit:

B. Hackett Turner, Examiner-----\$10.00

Betty M. Comegys, Stenographer,  
for taking and transcribing  
the testimony-----\$50.00

And I do further certify that said testimony was commenced at 11:30 o'clock a.m. and was completed at 1:00 o'clock p.m. or a period of one hour and thirty minutes.

B. Hackett Turner  
Examiner

FREDA C. SMITH

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

25  
JOHN PALMER SMITH, JR.,  
et al.,

IN EQUITY

No. 4815

WAIVER

The Plaintiff, by J. Thomas Clark, her attorney, and the Defendants, by Robert J. Callanan, their attorney, hereby agree that the ten-day period of the depositions lying in Court provided for in Maryland Rules 580 p are expressly waived, and request that action be forthwith taken up for hearing.

J. Thomas Clark  
J. Thomas Clark  
Attorney for the Plaintiff

Robert J. Callanan  
Robert J. Callanan  
Attorney for the Defendants

Filed March 6, 1967

26  
FREDA C. SMITH

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

JOHN PALMER SMITH, JR.,  
et al.,

IN EQUITY

No. 4815

DECREE

The above cause standing ready and being submitted, the proceedings were by the Court read and considered.

IT IS THEREUPON, on this 7th day of March, 1967, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED as follows:

That the real estate mentioned and described in these proceedings will be sold for the purpose of partition; and

That J. Thomas Clark and Robert J. Callanan be and they are hereby appointed Trustees to make sale thereof, but before they shall make the judicial sale, they shall file with the Clerk of this Court a bond to the State of Maryland, in the penalty of Seventy Thousand Dollars (\$70,000), and with such surety as shall be approved pursuant to Maryland Rule H 2 conditioned on faithful performance and execution of the Trust reposed in them; that before they shall make a public sale, they shall give notice by advertisement of the time, place and terms of sale in a newspaper published in Queen Anne's County; such notice shall be given at least once in each week for three (3) successive weeks, the first such publication to be not less than fifteen (15) days prior to sale and the last such publication to be not more than one (1) week prior to sale, and shall describe the property to be sold to such extent as to make it readily recognizable.

That the terms of sale shall be determined by the Trustees.

That said Trustees shall comply with Maryland Rules BR6 a and BR6 b. 3.

That upon the Court's ratification of said sale, and on payment of the whole of the 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 the real estate so sold to the purchaser or purchasers, his, her or their heirs, free, clear and discharged from all claim of the parties to this cause and all creditors of the said John Palmer Smith, now deceased, and those claiming by, from or under them, or any of them; and

That said Trustees shall bring into this Court all of the money arising from said sale, to be distributed under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to such 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 IT IS FURTHER ORDERED that J. Thomas Clark and Robert J. Callanan, Trustees as aforesaid, be, and they are hereby directed

to give Notice to the Creditors of John Palmer Smith, deceased, to file their claims pursuant to the provisions of Code (1957), Article 93 Section 124, and the Rule of this Court relating to such notice.

*George B. Rasmussen*  
\_\_\_\_\_  
JUDGE

Filed Mar. 7, 1967



RECEIVED FOR RECORD *March 9, 1967*

BOOK

1 PAGE 178

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Thomas Clark of Centreville, Queen Anne's County, Maryland, and Robert J. Callanan of 210 N. Calvert Street, Baltimore, Maryland 21202 and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVENTY THOUSAND (\$70,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Scaled with our seals and dated this 7<sup>th</sup> day of March in the year of our Lord one thousand nine hundred and sixty-seven.

WHEREAS, the above bounden J. Thomas Clark and Robert J. Callanan by virtue of a decree of the Honorable the Judge of the Circuit Court for Queen Anne's County, in Equity, has been appointed Trustee to sell the Real Estate

mentioned in the proceedings in the case of Freda C. Smith

CHY. NO. 4815

John Palmer Smith, Jr., et. al.

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden J. Thomas Clark and Robert J. Callanan

do and shall well and faithfully perform the trust reposed in: them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

W. M. Lamminger

J. Thomas Clark (SEAL)  
J. Thomas Clark

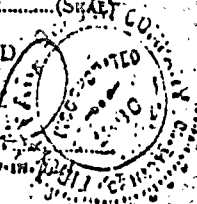
Robert J. Callanan (SEAL)  
Robert J. Callanan

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By [Signature]  
As to Surety

By [Signature]  
Attorney-in-Fact



MD1116-1M, 6-63 142013  
Trustee's Bond

*Security approved and Bond filed March 9, 1967  
Charles W. Cecil Clerk*

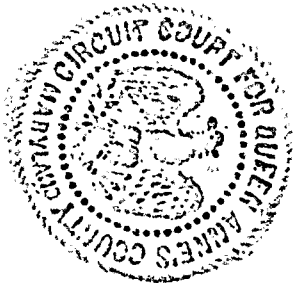
Certified copy of power of attorney attached

LIBER

4 PAGE 457

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 178, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 9th day of March in the year nineteen hundred and sixty-seven.

*Charles W. Cecil*

Clerk

RECEIVED FOR RECORD April 3, 1967

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we J. Thomas Clark of Centreville, Maryland, and Robert J. Callanan of 210 North Street, Baltimore, Maryland, as principals

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND (\$6,000.00) Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1<sup>st</sup> day of April in the year of our Lord one thousand nine hundred and sixty-seven.

WHEREAS, the above bounden J. Thomas Clark and Robert J. Callanan by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County, in Equity has been appointed Trustee to sell Real Estate

mentioned in the proceedings in the case of Freda C. Smith,

CHY. NO. 4815

John Palmer Smith, Jr., at. al.

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden J. Thomas Clark and Robert J. Callanan

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]

[Signature] (Seal)  
[Signature] (Seal)  
J. Thomas Clark  
Robert J. Callanan

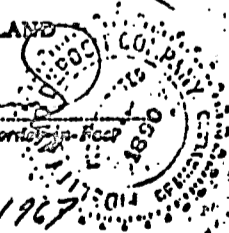
Witnesses: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By [Signature] As to Surety

By [Signature] Attorney-in-Fact

MD3116-114, 6-66 143019  
Trustee's Bond

*Surety approved and Bond filed April 3, 1967  
Charles W. Cecil Clerk.*



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 180, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 3rd day of April in the year nineteen hundred and sixty-seven.

Charles W. Cecil  
Clerk

FREDA C. SMITH

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

29  
JOHN PALMER SMITH, JR.,  
et al.,

IN EQUITY

No. 4815

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of J. Thomas Clark and Robert J. Callanan, Trustees, appointed by Decree of this Court, passed in the above-entitled cause on the 7th day of March, 1967, to make sale of certain real estate therein mentioned, respectfully shows:

1. That after furnishing bond with security conditioned on faithful performance and execution of the trust reposed in them in the penalty of \$70,000.00, which was approved by the Clerk of this Court, and after having given notice by advertisement of the time, place and terms of sale in a newspaper published in Queen Anne's County at least once in each week for three successive weeks, the first such publication being not less than fifteen days prior to sale, as will more fully appear by a Certificate of Publication thereof being filed with this Report as a part hereof, they did, pursuant to said Notice, attend in front of the Court House Door, Centreville, Maryland, on April 1, 1967, at 10:30 o'clock a.m. and then and there proceeded to sell said property so described in said Notice of Advertisement in the manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the following described parcels of real estate described in said advertisement of sale by Lloyd J. Andrew, Auctioneer, after the said Notice was read aloud by one of your Trustees.

After said Auctioneer had cried such sale for each parcel for a reasonable length of time, the undersigned, in execution of the power of sale vested in them sold the several parcels so described in said advertisement to the following different persons at the prices hereinafter set forth, they being then and there the highest bidders therefor for the several parcels.

(a) The real estate described as parcel no. 1 in said advertisement was sold to Freda C. Smith for the sum of EIGHTEEN THOUSAND TWO HUNDRED DOLLARS (\$18,200.00).

(b) The real estate described as parcel no. 2 in said advertisement was sold to R. Gerald Myers, acting as agent for John Palmer Smith, Jr. and Edward G. Smith, for the sum of FOUR THOUSAND ONE HUNDRED DOLLARS (\$4,100.00).

(c) The real estate described as parcel no. 3 in said advertisement was sold to William I. Mason, Agent for John Palmer Smith, Jr. and Edward G. Smith, for the sum of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00).

(d) The real estate described as parcel no. 4 in said advertisement was sold to James R. Seward and M. J. Seward, his wife, for the sum of TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$25,500.00).

2. That the said several purchasers have complied with the terms of said sale by paying unto your Trustees, as follows, to wit:

(a) As to parcel no. 1, the said Freda C. Smith has paid unto your Trustees the sum of Two Thousand Seven Hundred Thirty Dollars (\$2,730.00), which represents fifteen per cent of the purchase price, leaving a balance of \$15,470.00 with interest at six per cent per annum secured to the satisfaction of the undersigned Trustees.

(b) As to parcel no. 2, the said R. Gerald Myers, acting as agent for John Palmer Smith, Jr. and Edward G. Smith, has paid unto your Trustees the sum of Six Hundred Fifteen Dollars (\$615.00), which represents fifteen per cent of the purchase price, leaving a balance of \$3,485.00 with interest at six per cent per annum secured to the satisfaction of the undersigned Trustees.

(c) As to parcel no. 3, the said William I. Mason, Agent for John Palmer Smith, Jr. and Edward G. Smith, has paid unto your Trustees the sum of Four Thousand Two Hundred Dollars (\$4,200.00), which represents fifteen per cent of the purchase price, leaving a balance of \$23,800.00 with interest at six per cent per annum secured to the satisfaction of the undersigned Trustees.

(d) As to parcel no. 4, the said James R. Seward and M. J. Seward, his wife, have paid unto your Trustees the sum of Three Thousand Seven Hundred Seventy-five Dollars (\$3,775.00), which represents fifteen per cent of the purchase price, leaving a balance of \$21,725.00 with interest at six per cent per annum secured to the satisfaction of the undersigned Trustees.

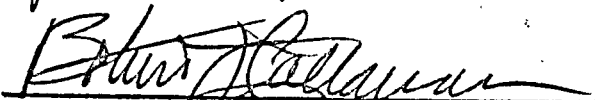
3. All other terms of said sale are set forth in the advertisement of sale filed herewith, with which your Trustees expect the purchasers to comply.

4. That your Trustees have filed an additional bond in the sum of Six Thousand Dollars (\$6,000.00).

5. The total sales price of the several parcels sold in these proceedings is the sum of SEVENTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$75,800.00).

Respectfully submitted,

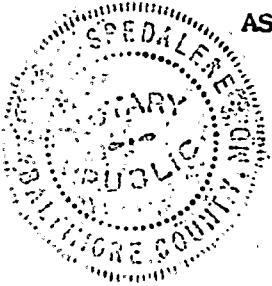
  
J. Thomas Clark, Trustee

  
Robert J. Callahan, Trustee

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, THAT ON THIS 3rd day of April, 1967, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared Robert J. Callanan, one of the Trustees in the above-entitled cause, and he made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and that said sale was fairly made.

AS WITNESSETH my hand and Notarial Seal.



Anne E. Spedale  
Notary Public  
My Commission expires: July 1, 1967

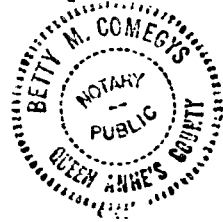
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 1st day of April, 1967, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. Thomas Clark, one of the Trustees in the above-entitled cause, and he made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and that said sale was fairly made.

AS WITNESSETH my hand and Notarial Seal.

Betty M. Comegys  
Notary Public

My Commission expires: July 1, 1967



*Please send order nisi of sale to  
By J. Thomas Clark  
J. Thomas Clark*

*Filed April 6, 1967*

**TRUSTEES' SALE**  
OF  
**Dwelling, Apartment Rental  
Houses And Office**

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed March 7, 1967, in Chancery Cause No. 4815, the undersigned Trustees will sell at Public Auction, in front of the Courthouse Door, Centreville, Maryland, on

**Saturday, April 1, 1967**

at 10:30 o'clock a.m.

the following parcels of real estate, all situate within the Town of Centreville, Third Election District, Queen Anne's County, Maryland, to wit:

Parcel No. 1: ALL that lot or parcel of land situate at 304 Chesterfield Avenue, in said Town, and known as the "William J. Price, Jr. Residence Property", improved by a large frame dwelling, containing ten rooms, two baths, porches and other outbuildings, lawn and shrubbery. BEING the same property granted and conveyed by Juliet S. Price, widow, to John Palmer Smith, by deed dated June 29, 1945, recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G., Jr., No. 11, folio 378, to which reference is hereby made for a more detailed description as to metes and bounds of said property.

Parcel No. 2: ALL that western half of a dual office building, situate at 113 Lawyers Row, in said Town, being of brick construction, containing two rooms, the front room being panelled and the rear room being covered with plywood. BEING the same property in which James T. Bright and wife conveyed an undivided one-half interest in this property along with an adjoining office building to John Palmer Smith by deed dated February 8, 1923, and recorded among the land records of Queen Anne's County aforesaid in Liber J.F.R. No. 10, folio 258, and thereafter in Deed of Partition by and between John Palmer Smith and wife and John B. Brown, Trustee of Frances Kennard Brown, dated July 3, 1956, and recorded among the land records of Queen Anne's County aforesaid in Liber T.S.P. No. 29, folio 223, to which references are hereby made for a more detailed description of said property.

Parcel No. 3: ALL that lot or parcel of land situate at the northwest intersection of Tilghman and Kidwell Avenues, known as 210 Tilghman Avenue and as 207 Kidwell Avenue, formerly called the Watson property, being a lot of land 90 feet by 151 feet, more or less, fronting on both of said avenues, and containing two separate apartment houses, both of which are frame and each having central heat, and each apartment containing five rooms or more. The apartment building known as 207 Kidwell Avenue contains two separate apartments in a two-story building. The apartment building known as 210 Tilghman Avenue contains four apartments in a two-story building. BEING the same property conveyed by Robert Hopper Thmpson to John Palmer Smith, by deed dated December 6, 1945, and recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G., Jr., No. 12, folio 399, to which reference is hereby made for a more detailed description of said property.

Parcel No. 4: ALL that lot or parcel of land, improved by three separate one-story frame buildings, one containing two apartments with two rooms in each, and the other two buildings containing four apartments each with four rooms, being colored rental property, situate at the corner of Little Kidwell and Spring Street and being known as 302 Little Kidwell and 101, 103, 105, 107, 109, 111, 113, 115 and 117 Spring Street and formerly known as "Chesterfield" and "The Kidwell Lots", containing five acres of land, more or less, most of which is unimproved. BEING the same land granted and conveyed by Ruth Friedenberg and husband to John Palmer Smith, by deed dated January 28, 1946, and recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G., Jr., No. 12, folio 570, and save and except from said real estate the following parcels of land which were granted out by the said John Palmer Smith during his lifetime, to wit: (1) Deed dated November 6, 1961, to Friendship Club, Inc., containing 0.768 acre of land and right of egress and ingress, and recorded among the land records of Queen Anne's County aforesaid in Liber T.S.P. No. 63, folio 580; (2) Deed dated July 8, 1946, to Elizabeth Stansbury, a lot 135 feet by 37½ feet, and recorded among the land records of Queen Anne's County aforesaid in Liber A.S.G., Jr., No. 14, folio 326; (3) Deed dated July 26, 1949, to Freda C. Smith, a lot 37 feet by 115 feet, and recorded among the land records of Queen Anne's County aforesaid in Liber N.B.W. No. 4, folio 71; references being made to said deeds for a



more complete description of said property as well as all grants therefrom.

All parcels are subject nevertheless to assessments of record as well as to the zoning laws of the Town of Centreville.

Improvements on parcels have been noted in descriptions.

Each of the above parcels will be offered separately. Parcel No. 3 will be also offered in its entirety and also offered separately as to the lot on which 210 Tilghman Avenue is situate with improvements and 207 Kidwell Avenue is situate with improvements and will be sold in the manner bringing the highest price.

**TERMS OF SALE:** Fifteen per cent (15%) of the purchase money in cash on day of sale, the balance thereof upon ratification of sale, or all cash on day of sale at the option of the purchaser or purchasers; the credit payments to bear interest from the day of sale and to be secured to the satisfaction of the Trustees.

ALL taxes and insurance premiums, municipal charges, utility charges and rentals to be adjusted to the date of settlement and all transfer expenses, including documentary and recordation tax stamps, shall be paid by the purchaser.

And such other terms as may be announced at said sale.

J. THOMAS CLARK and  
ROBERT J. CALLANAN,  
Trustees

Lloyd J. Andrew, Auctioneer

#### NOTICE TO CREDITORS

Pursuant to the Decree of the Circuit Court for Queen Anne's County, in Equity, passed on the 7th day of March, 1967, NOTICE IS HEREBY GIVEN to all persons having claims against the real estate of JOHN PALMER SMITH, deceased, warning them to file such claims, with the proper vouchers therefor, with the Clerk of Court at the Courthouse, in Centreville, Maryland, on or before the 10th day of June, 1967, otherwise they may by Law be excluded from participating in the distribution of the proceeds of sale of such real estate.

J. THOMAS CLARK and  
ROBERT J. CALLANAN,  
Trustees

4-3-30

LIBER

4 PAGE 466

Queen  Anne's

30/

# RECORD-OBSERVER

Centreville, Md., April 3, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the TRUSTEES' SALE

AND NOTICE TO CREDITORS

in the ~~case~~/estate of JOHN PALMER SMITH

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 1 day of APRIL, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 9 day of MARCH, 1967, and the last insertion on the 30 day of MARCH, 1967.

THE RECORD-OBSERVER CORPORATION

By

Mary Lou Walters

Filed April 6, 1967

FREDA C. SMITH

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

JOHN PALMER SMITH, JR.,  
et al.,

IN EQUITY

No. 4815

31/

AFFIDAVIT BY PURCHASER

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

I HEREBY CERTIFY, that on this 1st day of April, 1967,  
before me, the subscriber, a Notary Public in and for the State  
and County aforesaid, personally appeared Freda C. Smith, purchaser  
of Parcel No. 1

and made oath in due form of law as follows:

That they were not acting as Agent for anyone in  
purchasing the real estate sold in this Cause;

That no other persons are interested in said sale as  
Principals;

That they have not directly or indirectly discouraged  
anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

*Betty M. Comegys*  
Notary Public



*Sales April 6, 1967*

32  
FREDA C. SMITH

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

JOHN PALMER SMITH, JR.,  
et al.,

IN EQUITY

No. 4815

AFFIDAVIT BY PURCHASER

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

I HEREBY CERTIFY, that on this 1st day of April, 1967, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared R. Gerald Myers, acting as agent for John Palmer Smith, Jr. and Edward G. Smith, purchaser of parcel No. 2., and made oath in due form of law as follows:

1. That he was acting as agent for John Palmer Smith, Jr. and Edward G. Smith, the Principals.

2. That no other persons are interested in said sale as Principals.

3. That he has not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.



*Betty M. Comegys*  
Notary Public

*Filed April 6, 1967*

FREDA C. SMITH

vs.

33 JOHN PALMER SMITH, JR.,  
et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4815

AFFIDAVIT BY PURCHASER

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

I HEREBY CERTIFY, that on this 1st day of April, 1967, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William I. Mason, acting as agent for John Palmer Smith, Jr. and Edward G. Smith, purchaser of parcel No. 3, and made oath in due form of law as follows:

1. That he was acting as agent for John Palmer Smith, Jr. and Edward G. Smith, the Principals.

2. That no other persons are interested in said sale as Principals.

3. That he has not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS MY hand and Notarial Seal.

Betty M. Comegys  
Notary Public



*Filed April 6, 1967*

FREDA C. SMITH

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

JOHN PALMER SMITH, JR.,  
et al.,

IN EQUITY

No. 4815

34

AFFIDAVIT BY PURCHASER

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

I HEREBY CERTIFY, that on this 1st day of April, 1967,  
before me, the subscriber, a Notary Public in and for the State  
and County aforesaid, personally appeared James R. Seward and  
M. J. Seward, his wife, purchaser of parcel No. 4

and made oath in due form of law as follows:

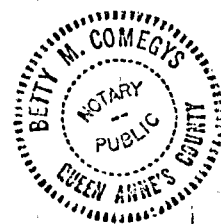
That they were not acting as Agent for anyone in  
purchasing the real estate sold in this Cause;

That no other persons are interested in said sale as  
Principals;

That they have not directly or indirectly discouraged  
anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Betty M. Comegys  
Notary Public



Sales April 6, 1967

ORDER NISI ON SALE

35

Fred C. Smith  
vs.  
John Palmer Smith, Jr., et al.

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 4815

ORDERED, this 6th. day of April, 1967, that  
the sale of the real property, made and reported in this cause by  
J. Thomas Clark and Robert J. Callanan, Trustees, be ratified and confirmed,  
on or after the 8th. day of May, 1967, unless  
cause to the contrary thereof be previously shown; provided a copy of this order be inserted  
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-  
cessive weeks before the 1st. day of May, 1967.

The report states the amount of sales to be \$75,800.00.

*Charles W. Cecil* Clerk

Filed April 6, 1967

36

FREDA C. SMITH : IN THE CIRCUIT COURT FOR  
 VS : QUEEN ANNE'S COUNTY  
 JOHN PALMER SMITH, JR., : IN EQUITY  
 et al. :  
 :  
 : No. 4815  
 :  
 :

PETITION FOR PROCEEDS OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes, Robert J. Callanan, Co-Trustee by Michael V. Callanan, his Attorney and respectfully represents unto this Honorable Court:

1. That heretofore your Petitioner and J. Thomas Clark, Esq. were appointed Co-Trustees for the purpose of making sale of certain parcels of land described in the report of sale heretofore filed by said Trustees on the first day of April, 1967.

2. That in accordance with the Report of Sale four parcels of land were sold at a public auction and that Parcel #1 was sold to Freda C. Smith for the sum of \$18,200. Parcel #2 was sold to R. Gerald Myers acting as agent for John Palmer Smith, Jr. and Edward G. Smith for the sum of FOUR THOUSAND ONE HUNDRED DOLLARS (\$4,100.00). Parcel #3 was sold to William I. Mason, Agent for John Palmer Smith, Jr. and Edward G. Smith, for the sum of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00). and Parcel #4 was sold to James R. Seward and M. J. Seward, his wife, for the sum of TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$25,500.00).

3. That the various purchasers have made substantial down payments in the total amount of ELEVEN THOUSAND THREE HUNDRED TWENTY DOLLARS (\$11,320.00), that the total purchase price of these parcels of land total SEVENTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS, (\$75,800.00)

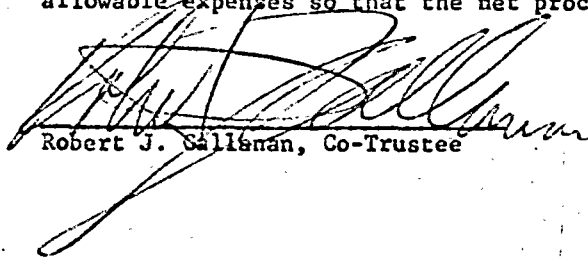



and the balance of each loan has been secured to the satisfaction of the Trustees.

4) That the proceeds of these sales have been deposited by the Co-Trustee, J. Thomas Clark, in a bank account in the name of J. Thomas Clark and Robert J. Callanan, Co-Trustees.

5) That your Petitioner is of the belief that this money should properly be turned over to the Estate of John Thomas Smith less all commissions and expenses including but not limited to auctioneer expenses, advertising expenses, etc. and that the net proceeds from said sales would then be available for distribution to the heirs of the John Palmer Smith Estate.

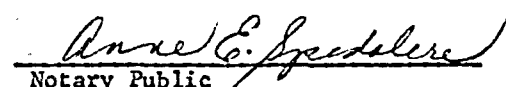
WHEREFORE your Petitioner prays that this Honorable Court pass an Order directing that the proceeds from these sales of real property be transferred to the Estate of John Palmer Smith after the deduction of all allowable expenses so that the net proceeds can be distributed to the heirs.

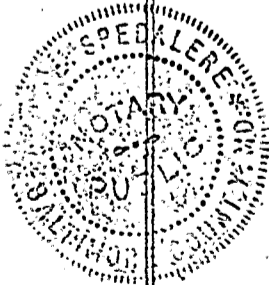
  
Robert J. Callanan, Co-Trustee

  
Michael V. Callanan,  
Atty. for Co-Trustee  
Callanan, Goff, Moring & Callanan  
210 North Calvert Street,  
Baltimore, Md. 21202  
LExington 9-0056

I HEREBY CERTIFY that on this 5<sup>th</sup> day of April, 1967 before me the subscriber and Notary Public of the State of Maryland of Baltimore, <sup>County</sup> personally appeared Robert J. Callanan who made oath in due form of law that the matters and facts set forth in the foregoing Petition for Proceeds of Sale are true and correct to the best of his knowledge, information and belief.

As WITNESS my hand and seal this 5<sup>th</sup> day of April, 1967.

  
Notary Public



-2-

Filed April 10, 1967.

LIBER

4 PAGE 473

*The Bay Times*

37

ORDER-NISI ON SALE  
In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 4815  
Freda C. Smith  
vs.

John Palmer Smith, Jr., et al.  
ORDERED, this 6th day of  
April 1967, that the sale of the  
real property, made and re-  
ported in this cause by J.  
Thomas Clark and Robert J.  
Callanan, Trustees, be rat-  
ified and confirmed, on or af-  
ter the 6th day of May, 1967  
unless cause to the contrary  
thereof be previously shown;  
provided a copy of this order  
be inserted in some newspaper  
published in Queen Anne's  
County, Maryland, once in each  
of three successive weeks be-  
fore the 1st day of May, 1967.

The report states the  
amount of sales to be  
\$75,800.00

Charles W. Cecil, Clerk  
True Copy Test:  
Charles W. Cecil, Clerk

Filed April 6, 1967  
ST/4/13

P.O. Box 44, Queenstown, Md., April 27, 1967

THE BAY TIMES, a body corporate, does hereby certify that the  
Order Nisi on Sale

in the case/estate of

Freda C. Smith vs.  
John Palmer Smith et al.

a true copy of which is annexed hereto, was published in the BAY TIMES, a weekly  
newspaper published at Queenstown, in Queen Anne's County, Maryland, once a week for  
three successive weeks before the 30th day of

April, 1967, and that the first insertion of said advertisement  
in said BAY TIMES was on the 13 day of April, 1967  
and the last insertion on the 27th day of April, 1967

THE BAY TIMES

*Mary G. Ransdale*

*Filed May 9, 1967*

FREDA C. SMITH

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

38  
JOHN PALMER SMITH, JR.,  
et al.

IN EQUITY

No. 4815

FINAL RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County,  
in Equity, this 9<sup>th</sup> day of May, 1967, that the sale of the  
real estate made and reported in this cause by J. Thomas Clark  
and Robert J. Callanan, Trustees, be, and the same is hereby  
finally ratified and confirmed, no cause to the contrary thereof  
having been shown although due notice thereof 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 thereof to the Auditor.

*Thor J. Spentney Jr.*  
\_\_\_\_\_  
JUDGE

*Filed May 9, 1967*

39

FREDA C. SMITH  
Centreville, Maryland

Plaintiff

vs.

JOHN PALMER SMITH, JR. and  
LYNN A. SMITH, his wife,  
501 Springhaven Road  
Wallingford, Pennsylvania;

EDWARD GILLESPIE SMITH and  
JEAN G. SMITH, his wife,  
480 Brentwater Road  
Camp Hill, Pennsylvania 17011;

and

MARGARET LUDWIG DISE  
Hebron, Wicomico County,  
Maryland

Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4815

PETITION FOR ALLOWANCE OF BEQUESTS,  
COMMISSIONS, FEES AND ESTATE  
EXPENSES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes John Palmer Smith, Jr. and Edward Gillespie Smith, Executors of the Last Will and Testament of John Palmer Smith, deceased, by Robert J. Callanan, Callanan, Goff, Moring & Callanan, their attorneys and respectfully represent unto this Honorable Court.

1. That in the above entitled proceedings certain parcels of real property were sold at public auction by Order of this Honorable Court and said sale has been ratified by this Honorable Court on May 8, 1967; That the proceeds from the sale of the said four parcels of land amount to \$78,500.00.

2. That filed in the Orphans' Court of Queen Anne's County is the Estate of John Palmer Smith, deceased and by Order of this Court your Petitioners were appointed Executors of the Last Will and Testament of the said John Palmer Smith, deceased, a certified copy of which is attached hereto and prayed to be taken as a part hereof and marked Petitioners Exhibit "A".

3. That said personal estate of John Palmer Smith, deceased, by Inventory, amounts to approximately \$2,700.00 and is totally inadequate

to

to satisfy and pay off the outstanding fee, commissions, bequests and expenses of the estate and claims filed therein.

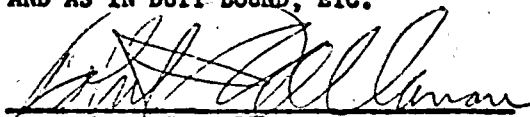
4. That a certified copy of the claims filed in said estate is attached hereto and prayed to be taken as a part hereof and is marked Petitioners Exhibit "B". Said Court approved claims totalling \$17,635.63; That in addition the Executors, John Palmer Smith, Jr. and Edward Gillespie Smith are entitled to Executor's commissions on the total estate and by separate Petition setting forth all of the work that was done, Counsel for the Executors, Robert J. Callanan is petitioning the Court for approval of an \$8,500.00 attorneys' fee for services rendered to the estate.

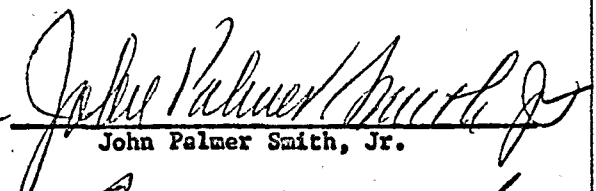
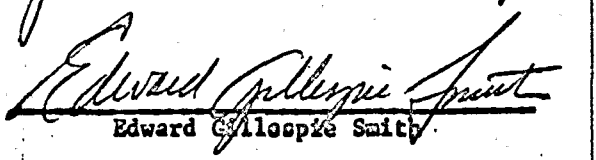
5. That in addition it has been brought to the attention of the Executors that there may be a claim by the Queen Anne's Publishing Company in the amount of \$18.00, the Bell Telephone Company in the amount of \$54.85, United Internal Revenue Service in the amount of \$52.97, Hutzler Brothers in the amount of \$12.36 and a cemetery lot in the amount of \$150.00 and it is to be determined whether or not these bills are in fact, to be paid.

6. In addition Federal Estate Tax, State Inheritance Tax will be due and owing on the gross estate of John Palmer Smith, deceased.

WHEREFORE Your Petitioners pray that this Honorable Court pass an Order directing the Plaintiff, Freda C. Smith to Show Cause, if any she may have, why these various claims, commissions, fees, expenses and bequests should not be paid from the proceeds realized from the sale of the four parcels of real property.

AND AS IN DUTY BOUND, ETC.

  
Robert J. Callanan  
210 North Calvert Street  
Baltimore, Maryland 21202  
LE. 9-0056  
Attorney for Petitioners

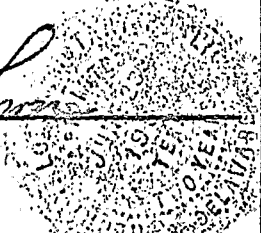
  
John Palmer Smith, Jr.  
  
Edward Gillespie Smith

STATE OF ~~MARYLAND~~ <sup>DELAWARE</sup> ~~QUEEN ANNE'S~~ <sup>NEW CASTLE</sup> COUNTY, to wit:

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of June, 1967, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared JOHN PALMER SMITH, JR. and EDWARD GILLESPIE, SMITH, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true and correct to the best of their knowledge, information and belief.

AS WITNESS my hand and seal this 2<sup>nd</sup> day of June, 1967.

*Henry E. L...*  
Notary Public



I HEREBY CERTIFY that a copy of the foregoing Petition was ~~delivered~~ to J. Thomas Clark, Esquire, Lawyers Row, Centreville, Maryland, Attorney for Plaintiff, this 5<sup>th</sup> day of June, 1967.

for

*Robert J. Callanan*  
Robert J. Callanan  
Attorney for Petitioners

*Filed June 6, 1967*

FREDA C. SMITH

IN THE CIRCUIT COURT FOR

VS.

QUEEN ANNE'S COUNTY  
IN EQUITY

JOHN PALMER SMITH, JR.,  
et. al.

No. 4815

PETITION TO PLACE FUNDS TO ESCROW ACCOUNT

The Petition of J. Thomas Clark and Robert J. Callanan, Trustees, appointed by Decree of this Court, passed in the above entitled cause on the 7th day of March, 1967, to make sale of certain real estate therein mentioned, respectfully shows:

1. That your petitioners as trustees did sell the real estate in this cause mentioned in accordance with the decree of this court, and thereafter during the month of May last said sales were finally ratified by this honorable Court.

2. That your petitioners have finally settled only for parcel no. 4, which was purchased by James R. Seward and wife, it being the parcel for which a federal estate tax lien release of real estate has been issued by the Internal Revenue Service.

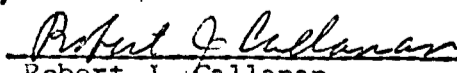
3. That your petitioners have been unable to settle for parcel no. 1 purchased by Freda C. Smith and parcels nos. 2 and 3 purchased by John Palmer Smith, Jr., and Edward G. Smith, jointly, the distributees of the net proceeds of sale, they being wife and devisees of the late John Palmer Smith's estate, because they have been unable to obtain the federal estate tax lien release for these parcels of real estate from the Internal Revenue Service.

4. That because of the failure to obtain said releases, the prospective mortgagees, The Centreville National Bank of Maryland and Queenstown Bank of Maryland have refused to make loans on said parcels, but have consented to make said loans at once if the sum of \$15,000.00 is placed in an escrow account in The Centreville National Bank of Maryland in the names your petitioners as trustees in this cause, and the two mortgagees, The Centreville National Bank of Maryland and Queenstown Bank of Maryland, to hold until federal estate tax lien releases are filed in the Orphans' Court of Queen Anne's County in the Estate of John Palmer Smith, deceased on parcels 1, 2 and 3 described in the report of sale heretofore filed in this cause, or to make such partial payment to Internal Revenue Service as may be required to obtain such releases, and the balance to be turned over to your petitioners for distribution in accordance with any account to be stated in this estate by the auditor.

Wherefore your petitioners pray this Honorable Court to pass an order permitting them to place said \$15,000.00 in an escrow account in accordance with the provisions set forth in paragraph 4 above.

Respectfully submitted,

  
J. Thomas Clark

  
Robert J. Callanan  
Trustees

*Filed Dec 26, 1967*

LIBER

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41  
Freda C. Smith

vs.

John Palmer Smith, Jr.,  
et. al.

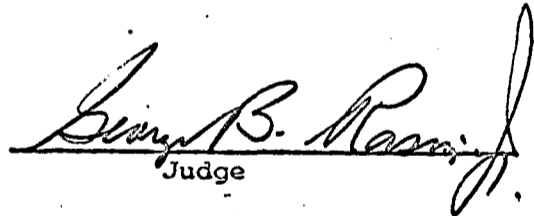
In The Circuit Court For

Queen Anne's County  
In Equity

No. 4815

ORDER OF COURT

Upon the foregoing petition, it is this 26<sup>th</sup> day of December, 1967, Ordered by the Circuit Court for Queen Anne's County, in Equity, that J. Thomas Clark and Robert J. Callanan, Trustees in this cause, are hereby authorized to establish an escrow account in The Centreville National Bank of Maryland in the sum of \$15,000.00 by placing funds chargeable to them in this cause in the same in the names of J. Thomas Clark and Robert J. Callanan, Trustees in Chy. #4815, The Centreville National Bank of Maryland and Queenstown Bank of Maryland, as escrow agents, for the purpose of paying/such sums of maney as may be necessary to obtain Federal Estate Tax Releases on parcels 1, 2 and 3 of real estate sold in this cause by said trustees, said parcels being fully described and purchasers named in there report of sale heretofore filed in this case, and the balance to be returned to said trustees for distribution as directed in any supplemental account to be stated in this cause.

  
Judge

Filed Dec 26 1967



42

FREDA C. SMITH

vs.

JOHN PALMER SMITH, JR.,  
et al.,

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY, no. 4815

PETITION FOR APPOINTMENT OF SPECIAL AUDITOR

The Petition of J. Thomas Clark, Auditor, respectfully represents:

1. That your Petitioner is the auditor of this Court.
2. That your Petitioner was one of the co-Trustees appointed by Decree of this Court to make sale of the real estate sold in this cause.
3. That said real estate has been sold by said Trustees who have made their report of sale in this cause and said sale has been duly ratified.
4. That because of these facts, your Petitioner is disqualified to state the audit in these proceedings.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order appointing some qualified person to act as Special Auditor in this cause.

Respectfully submitted,

Filed Jan 9. 1968

J. Thomas Clark  
J. Thomas Clark

43

ORDER OF COURT

UPON the foregoing Petition, it is ORDERED this 10<sup>TH</sup> day of January, 1968, by the Circuit Court for Queen Anne's County, in Equity, that B. Hackett Turner Jr. Esq. is hereby appointed Special Auditor in this cause to state any audits and/or any supplemental audits that may be needed, and before his duty as such Special Auditor, he shall take the oath of his office before the Clerk of this Court.

Filed Jan. 10. 1968

B. Hackett Turner Jr.  
JUDGE

44  
 FRED A C. SMITH,  
 Plaintiff

vs.

JOHN PALMER SMITH, JR.,  
 ET AL, Defendants

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY  
 IN EQUITY

NO. 4815

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 he was duly appointed as Special Auditor by Order of this Court of January 10, 1968, 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 in the within Account, said Trustees are charged with the total proceeds of the real estate sold in this cause, and allowed thereafter their commissions for making said sale, the Court costs, the premium on the corporate bond, costs for advertising notice of sale and notice to creditors and publishing Order Nisi of sale, fee to surveyor for surveying property sold, and auctioneer for crying sale, the taxes due on parcel of real estate sold, the fee of your Special Auditor for stating this Account, the debts due and claims filed against the decedent, John Palmer Smith; two claims were filed in the office of the Clerk of Court, one by Seney Oil Company in the amount of \$240.57, and the other by William Freestate Insurance Agency in the amount of \$483.71, which claims were found to have been paid and for which the Creditors filed receipts in the office of the Clerk of Court showing full payment; the amount held in escrow account for Federal Estate Taxes, and the balance was thereafter directed to be distributed to Freda C. Smith, the widow of the late John Palmer Smith, as to one-third thereof which she had elected as her share, the sum of \$10,000.00 to Margaret Ludwig Dize which had been bequeathed to her under the Second Item of the Will of John Palmer Smith, and the balance divided between Edward Gillespie Smith and John Palmer Smith, Jr., per the terms of the said Will.

Respectfully submitted:

*B. Hackett Turner, Jr.*

B. Hackett Turner, Jr., Special Auditor

February 13, 1968

*Filed Feb 13, 1968*

CAUSE NO. 4815

The proceeds of the sale of real estate reported in this cause, in account with J. Thomas Clark and Robert J. Callanan, Trustees, appointed by this Honorable Court to make the sale herein reported in these proceedings (and Vendors of said land).

Cr.

1967

April 1	By gross proceeds of the sale of said land, per report of said Vendors, to wit: -	-	-	-	-	\$75,800.00
	Interest collected on principal since sale	-	-	-	-	523.68
	Refund on State and County Taxes	-	-	-	-	103.09
	Refund on Town of Centreville Taxes	-	-	-	-	30.52
	Refund on Water and Sewer Taxes -	-	-	-	-	<u>355.07</u>
	Total proceeds to be accounted for	-	-	-	-	\$76,812.36

Dr.

To, J. Thomas Clark and Robert J. Callanan, Trustees (and Vendors), their commissions for making said sale		\$ 3,990.62	
To do, for an amount paid Charles W. Cecil, Clerk, per receipt exhibited, to wit			
1. Costs of Charles W. Cecil, Clerk -	\$160.25		
2. Sheriff of Wicomico County -	2.00		
3. Register of Wills -	4.00		
4. Examiner -	10.00		
5. Stenographer -	50.00		
6. Appearance fee -	10.00		
7. Appearance fee -	10.00	246.25	
To do, for amount due Charles W. Cecil, Clerk, per statement		8.00	
To do, for an amount paid Fidelity & Deposit Co., for premium on the corporate surety bond filed in this cause, per receipt exhibited, to wit: -		315.00	
To do, for an amount paid Queen Anne's Record-Observer, for advertising notice of sale and notice to creditors, per receipt exhibited, to wit: -		193.75	
To do, for amount paid Bay Times, for publishing Nisi of Sale, per receipt exhibited, to wit: -		10.00	
To do, for an amount paid William Nuttle, Surveyor, for survey of property sold, per receipt exhibited, to wit:		435.00	
To do, for an amount paid Lloyd J. Andrew, Auctioneer, for crying sale of real estate, per receipt and statement exhibited, to wit: -		189.50	
To do, for an amount paid Charles W. Cecil, Clerk, for his costs in Chancery No. 3866, to clear title to parcel of real estate sold in these proceedings, per receipt exhibited, to wit: -		14.00	
To do, for an amount paid for delinquent taxes on a parcel of real estate sold in these proceedings, per receipts exhibited, to wit:			
1. State and County -	\$1.09		
2. Town of Centreville -	.39	1.48	
To, B. Hackett Turner, Jr., Special Auditor, for stating this account, the sum of		300.00	
To balance to be carried forward before distribution to creditors		<u>71,108.76</u>	
		\$76,812.36	\$76,812.36

February 13, 1968

*B. Hackett Turner, Jr.*  
Special Auditor

1968

Feb. 13 By balance carried forward - - - - - \$71,108.76

## Dr.

To, amounts due Queenstown Bank of Maryland on following judgment notes of John Palmer Smith, deceased, to wit:

1. dated July 13, 1966 - - -	\$ 200.00		
Interest to February 1, 1968	<u>18.67</u>	\$ 218.67	
2. dated July 17, 1966 - - -	\$2,000.00		
Interest to February 1, 1968	<u>185.65</u>	2,185.65	
3. dated August 2, 1966 - - -	\$1,000.00		
Interest to February 1, 1968	<u>90.00</u>	1,090.00	
4. dated April 22, 1966 - - -	\$2,600.00		
Interest to February 1, 1968	<u>280.20</u>	<u>2,880.20</u>	\$ 6,374.52
To, Gertrude H. Mitten, Executor and individually, in full of her claim filed, the sum of - - -	-	-	1,600.00
To, James D. Edwards, per claim filed, the sum of - - -	-	-	70.84
To, C. & P. Telephone Co., per claims filed, the sum of - - -	-	-	108.48
To, Queenstown Bank of Maryland, claim filed for overdraft, the sum of - - -	-	-	278.14
To, Queenstown Bank of Maryland, claim filed on judgment note of Margaret L. Dise and Kendall Dise, her husband, guaranteed by John Palmer Smith, per affidavit of creditor filed, to wit: - - -	\$1,005.00		
Less payment on May 13, 1967, by Margaret L. Dise - - -	<u>53.00</u>	\$ 952.00	
Interest from July 26, 1966 to May 13, 1967, on \$1,000.00; and from May 13, 1967 to February 1, 1968 on \$952.00 - - -	-	<u>99.33</u>	1,051.33
To, Royer & Barto, per claim filed, the sum of - - -	-	-	74.94
To, J. Elmer Thompson, Jr., Attorney, for claim filed - - -	-	-	200.00
To, Callanan, Goff, Moring & Callanan, for claim filed - - -	-	-	500.00
To, Callanan, Goff, Moring & Callanan, claim filed - - -	-	-	1,250.00
To, The Centreville National Bank of Maryland, claim filed on following notes of John Palmer Smith, deceased, to wit:			
1. dated July 16, 1966 - - -	\$ 500.00		
Interest 9/16/66 to 2/1/68 - - -	<u>41.42</u>	\$ 541.42	
2. dated July 22, 1966 - - -	\$ 500.00		
Interest 9/22/66 to 2/1/68 - - -	<u>40.92</u>	540.92	
3. dated July 29, 1966 - - -	\$ 400.00		
Interest 9/29/66 to 2/1/68 - - -	<u>32.27</u>	<u>432.27</u>	1,514.61
To, Hochschild, Kohn & Co., for their claim filed, the sum of - - -	-	-	296.41
To, Rovens Stationery Co., for their claim filed, the sum of - - -	-	-	32.45
To, C. Albert Matthews, Inc., for its claim filed, the sum of - - -	-	-	243.05
To, The Hecht Co., for their claim filed, the sum of - - -	-	-	817.85
To, Stewart & Co., for their claim filed, the sum of - - -	-	-	107.99
To balance to be carried forward - - -	-	-	<u>56,588.15</u>
			\$71,108.76

February 13, 1968

*B. Hackett Turner, Jr.*  
Special Auditor

\$71,108.76

*Referred back  
Turner & S.*

*ms  
ms*

*Referred back*

Cr.

1968

Feb.13 By balance carried forward - - - - - \$56,588.15

Dr.

To, amount held in escrow account, per Order of this Court,  
for Federal Estate Taxes, the sum of \$15,000.00

To balance to be carried forward for distribution - - 41,588.15

\$56,588.15 \$56,588.15

February 13, 1968

*B. Hackett Turner Jr.*  
Special Auditor

Cr.

1968

Feb.13 By balance carried forward for distribution - - - - - \$41,588.15

To, Freda C. Smith, widow of decedent, a one-third share of the same, per her election,  
or the sum of - - - - - \$13,862.72

Less State of Maryland Inheritance tax  
at the rate of 1% - - - - - 138.63 \$13,724.09

To, Margaret Ludwig Dise, her special legacy  
provided in Item 2 of Will of John Palmer  
Smith, deceased - - - - - \$10,000.00

Less State of Maryland Collateral tax  
at the rate of 7 1/2% - - - - - 750.00 9,250.00

To, Edward Gillespie Smith, one-half of the balance hereof, as a co-residuary legatee under  
the Will of John Palmer Smith, deceased,  
the sum of - - - - - \$ 8,862.71

Less State of Maryland Inheritance tax  
at the rate of 1% - - - - - 88.63 8,774.08

To, John Palmer Smith, Jr., one-half of the balance hereof, as a co-residuary legatee under  
the Will of John Palmer Smith, deceased,  
the sum of - - - - - \$ 8,862.72

Less State of Maryland Inheritance tax  
at the rate of 1% - - - - - 88.63 8,774.09

To, Dorothy E. Connolly, Register of Wills of  
Queen Anne's County, for State of Maryland  
Inheritance and Collateral Tax, deducted above  
from the several devisees' shares of said  
estate, the sum of - - - - -

1,065.89

\$41,588.15 \$41,588.15

February 13, 1968

*B. Hackett Turner Jr.*  
B. Hackett Turner, Jr., Special  
Auditor

*Filed Feb 13. 1968*

45  
 FRED A. C. SMITH,  
 Plaintiff

vs.

JOHN PALMER SMITH, JR.,  
 ET AL,  
 Defendants.

IN THE CIRCUIT COURT FOR  
 QUEEN ANNE'S COUNTY  
 IN EQUITY  
 NO. 4815

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Special Auditor hereby certifies that on February 13, 1968, the audit having been filed in this Court on Feb. 13, 1968, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Mrs. Freda C. Smith,  
 304 Chesterfield Avenue  
 Centreville, Maryland 21617

Mr. and Mrs. John Palmer Smith, Jr.  
 501 Springhaven Road  
 Wallingford, Pennsylvania

Mr. and Mrs. Edward Gillespie Smith  
 480 Brentwater Road  
 Camp Hill, Pennsylvania 17011

Mrs. Margaret Ludwig Dise  
 Hebron, Wicomico County,  
 Maryland

Robert J. Callanan, Esquire  
 Callanan, Goff, Moring & Callanan  
 210 N. Calvert Street  
 Baltimore, Maryland 21202

Queenstown Bank of Maryland  
 Queenstown, Maryland 21658

Mrs. Gertrude H. Mitten  
 Sunnyland Farm  
 Chestertown, Maryland 21620

Mr. James D. Edwards  
 Thompson's Pharmacy  
 102 S. Commerce Street  
 Centreville, Maryland

C. & P. Telephone Co.  
 Business Office  
 Centreville, Maryland 21617

Royer & Barto  
 25 N. Harrison Street  
 Easton, Maryland 21601

J. Elmer Thompson, Jr., Esquire  
 117 Lawyers Row  
 Centreville, Maryland 21617

Centreville National Bank  
 Centreville, Maryland 21617

Hochschild, Kohn & Co.  
 Howard & Lexington Streets  
 Baltimore, Maryland

Rowens Stationery Co.  
 12 N. Washington Street  
 Easton, Maryland 21601

C. Albert Matthews, Inc.  
 South Ext. & Kemp Lane  
 Easton, Maryland 21601

The Hecht Company  
 Howard & Lexington Streets  
 Baltimore, Maryland

Stewart & Company  
 Howard & Lexington Streets  
 Baltimore, Maryland

J. Thomas Clark, Esquire  
 114 N. Commerce Street  
 Centreville, Maryland 21617

\* PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, I did notify each of them that said Account was filed on February 13, 1968, with the Clerk of this Court, Centreville, Maryland and that exceptions to said audit must be filed not later than February 28, 1968, and that if no exceptions are filed within such fifteen (15) day period, the Account may thereupon be ratified on or after February 29, 1968.

*B. Hackett Turner, Jr.*  
 B. Hackett Turner, Jr., Special  
 Auditor

February 13, 1968

*Filed Feb 13, 1968*

NISI RATIFICATION OF AUDIT

46

Freda C. Smith  
Plaintiff

vs.

John Palmer Smith, Jr., et al  
Defendants

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

Cause No. 4815

ORDERED, this 13th day of February, 1968, that the report and  
account filed in these proceedings by B. Hackett Turner, Jr., Special Auditor,  
be ratified on or after the 29th day of February, 1968, unless cause to the  
contrary thereof be previously shown;

~~provided a copy of this order be inserted in some newspaper  
published in Queen Anne's County, Maryland, on or after the date of this order  
before the 29th day of February, 1968.~~

Charles W Cecil Clerk

Filed Feb. 13, 1968.

47  
FREDA C. SMITH

Plaintiff

vs.

JOHN PALMER SMITH, JR.,  
ET AL.,

Defendants

\* IN THE CIRCUIT COURT

\* FOR QUEEN ANNE'S COUNTY

\* EQUITY NO. 4815

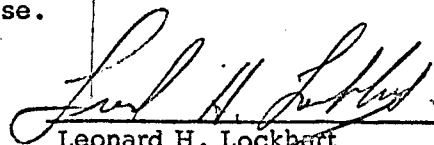
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EXCEPTIONS

Now comes, Freda C. SMITH, by her Attorney, Leonard H. Lockhart, and excepts to the Audit filed in the above captioned case with respect to the following items:

1. She excepts to the payment of \$1051.33 as shown on said audit to the Queenstown Bank of Maryland on behalf of Margaret L. Dise and Kendall Dise, her husband, for a note that was guaranteed by the deceased, John Palmer Smith. It is respectfully represented that this amount should be deducted from the amount due Margaret L. Dise under the will.

2. She excepts to the claim of Callanan, Coff, Moring and Callanan, in the amount of \$500.00 and in the amount of \$1250.00 for the reason that these are not bills of the deceased but on the contrary are bills of the deceased's girlfriend, Margaret Ludwig Dise, and, therefore, said amount should be deducted from the proceeds indicated on said audit as being distributed to the said Margaret L. Dise.

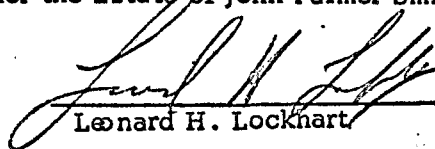


Leonard H. Lockhart

Attorney for Freda L. Smith, Plaintiff

I HEREBY CERTIFY that on this 26<sup>th</sup> day of February, 1968, a copy of the foregoing was mailed to Robert J. Callanan, Esquire, 210 North Calvert Street, Baltimore, Maryland, Attorney for the Estate of John Palmer Smith, Deceased.

*Filed Feb 27, 1968*



Leonard H. Lockhart



48

FREDA C. SMITH	:	IN THE CIRCUIT COURT
Plaintiff	:	
vs.	:	FOR
	:	QUEEN ANNE'S COUNTY
JOHN PALMER SMITH, JR.,	:	IN EQUITY
ET AL.	:	
Defendants	:	No. 4815

EXCEPTIONS TO REPORT OF SPECIAL AUDITOR

TO THE HONORABLE, THE JUDGES OF SAID COURT:

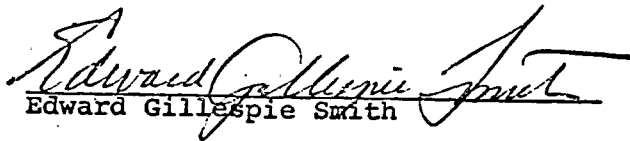
Edward Gillespie Smith, defendant, excepts to the Report of B. Hackett Turner, Jr., special auditor herein, upon the following grounds:

1. That the auditor erred in allowing the claim of Gertrude H. Mitten, Executor and individually, because there was no lease by John Palmer Smith of hunting rights from A. A. Mitten during the seasons 1963-64 through 1966-67 and therefore no obligation on the part of John Palmer Smith to pay rent for these seasons.

2. That the auditor erred in allowing the claim of The Hecht Co. in the amount of \$817.85, because the correct balance as shown on the claim is \$687.06.

3. That the auditor erred in not deducting the amount of the claim filed on the judgment note of Margaret L. Dise and Kendall Dise, and guaranteed by John Palmer Smith, in the amount of \$1,051.33 from the legacy to Margaret Ludwig Dise as provided for in Item 2 of the Will of John Palmer Smith, deceased, because John Palmer Smith signed the note filed as a guarantor or accommodation party only and as such if he or his representative pays the instrument he or his representative has a right of recourse against the party accommodated.

Respectfully submitted,

  
Edward Gillespie Smith

I HEREBY CERTIFY that on this 27th day of February, 1968, I mailed a copy of the foregoing Exceptions To Report Of Special Auditor to Mrs. Freda C. Smith at 304 Chesterfield Avenue, Centreville, Maryland, 21617; Mr. & Mrs. John Palmer Smith, Jr., at 501 Springhaven Road, Wallingford, Pennsylvania; Mrs. Margaret Ludwig Dise, Hebron, Wicomico County, Maryland; Robert J. Callanan, Esquire, Callanan, Goff, Moring & Callanan, at 210 N. Calvert Street, Baltimore, Maryland, 21202; Queenstown Bank of Maryland, at Queenstown, Maryland, 21658; Mrs. Gertrude H. Mitten, at Sunnlyland Farm, Chestertown, Maryland, 21620; Mr. James D. Edwards, at Thompson's Pharmacy, 102 S. Commerce Street, Centreville, Maryland; The C & P Telephone Co., Business Office, at Centreville, Maryland, 21617; Royer & Barto at 25 N. Harrison

Street, Easton, Maryland, 21601; J. Elmer Thompson, Jr., Esquire, at 117 Lawyers Row, Centreville, Maryland, 21617; Centreville National Bank, at Centreville, Maryland, 21617; Hochschild, Kohn & Co., at Howard & Lexington Streets, Baltimore, Maryland; Rowens Stationery Co., at 12 N. Washington Street, Easton, Maryland, 21601; C. Albert Matthews, Inc., South Ext. & Kemp Lane, Easton, Maryland, 21601; The Hecht Company, at Howard & Lexington Streets, Baltimore, Maryland; Stewart & Company, at Howard & Lexington Streets, Baltimore, Maryland; and J. Thomas Clark, Esquire, at 114 N. Commerce Street, Centreville, Maryland, 21617.

  
Edward Gillespie Smith

Filed Feb 28. 1968

FREDA C. SMITH

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

JOHN PALMER SMITH, JR., et al.,

IN EQUITY No. 4815

49

PETITION TO SET EXCEPTIONS TO AUDIT DOWN FOR HEARING

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of J. Thomas Clark, one of the Trustees in this cause, respectfully represents:

1. That the audit by B. Hackett Turner, Jr., Special Auditor, has been filed in this cause, exceptions to the same have been filed by parties to the cause and the time has expired for filing any additional exceptions to said audit.

WHEREFORE, your Petitioner prays this Honorable Court to set the exceptions down for a hearing.

Respectfully submitted,

*Filed March 6, 1968*

*J. Thomas Clark*  
\_\_\_\_\_  
J. Thomas Clark, Trustee

ORDER OF COURT

50

UPON the foregoing Petition, it is this 6<sup>th</sup> day of March, 1968, ORDERED by the Circuit Court for Queen Anne's County, in Equity, that the exceptions heretofore filed to the audit by B. Hackett Turner, Jr., Special Auditor, filed in this cause are hereby set down for a hearing before this Court on the 11<sup>th</sup> day of April, 1968, at 10 o'clock A M. AND IT IS FURTHER ORDERED that the Clerk forthwith notify all parties.

*B. Hackett Turner Jr.*  
\_\_\_\_\_  
JUDGE

*Filed March 6, 1968*

In the Circuit Court  
for Queen Anne's County

51/ No. 4815 Chy. Term, 1968

FREDA C. SMITH

vs.

JOHN PALMER SMITH, JR. ET AL

Mr. Charles W. Cecil Clerk.

Issue Writ of Subpoena ~~fax~~ duces tecum for

Albert V. Stant, Cashier of the  
Queenstown Bank of Maryland,  
Queenstown, Maryland

to produce the note made by  
Margaret L. Dise and Kendall A.  
Dise, dated January 26, 1965,  
in the sum of \$2,800.00, endorsed  
as surety on the back by John  
Palmer Smith, and payable to the  
Queenstown Bank of Maryland

to appear at 10:00 o'clock a.m.  
Thurs, April 11, 1968, Court (over  
to testify for ~~Plaintiff~~

in the above entitled case.

*John Palmer Smith*  
Attorney for Plaintiff

Filed 5<sup>th</sup> day of April 19 68

*Charles W. Cecil* Clerk

House, Centreville, Maryland.

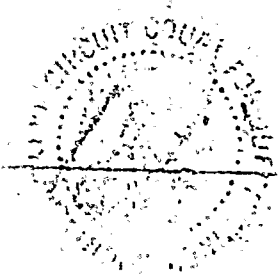
(Subpoena Duces Tecum).

52

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

THE STATE OF MARYLAND

TO Albert V. Stant, Cashier of Queenstown  
Bank of Maryland  
Queenstown, Maryland



You are hereby commanded that all excuses and delays set apart, you be and appear before the Circuit Court for Queen Anne's County, to be held at Centreville on the Thursday, 11th. day of April 19 68, at 10 o'clock, A.M., and that you

then and there bring with you and produce at the time and place aforesaid,

the note made by Margaret L. Dise and Kendall A. Dise, dated January 26, 1965, in the sum of \$2,800.00, endorsed as surety on the back by John Palmer Smith, and payable to the Queenstown Bank of Maryland

then and there to testify and show all and singular those things which you know, or the said note doth import of and concerning a certain matter of controversy in the said Court depending between Freda C. Smith Plaintiff, and John Palmer Smith, Jr., et al Defendants on the part of the plaintiff; hereof fail not at your peril, and have you then and there this writ.

Issued the 5th. day of April, 19 68

Witness, the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Charles W. Cecil Clerk

Attorney for plaintiff  
J. Thomas Clark  
Centreville, Md. 21617  
758-1392

*Filed April 9, 1968*

Subpoena Duces Tecum served on Albert V. Stant, Cashier of the Queenstown Bank of Maryland and a copy of same left with Albert V. Stant this 5th day of April, 1968.

Walter Clough  
Deputy Sheriff for Queen Anne's Co.

53

FREDA C. SMITH	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
JOHN PALMER SMITH, JR., et al.	*	No. 4815
Defendants	*	

\* \* \* \* \*

MOTION FOR WITHDRAWAL OF CLAIM

Now comes Gertrude H. Mitten, Executrix of the Estate of Dr. Arthur A. Mitten, deceased, and individually, by Elroy G. Boyer, her attorney, and respectfully represents unto this Honorable Court.

1. That a satisfactory compromise has been entered into between the claimant, the Trustee, J. Thomas Clark, Robert J. Callanan, Trustee and attorney for the Defendants, and Leonard Lockhart, attorney for the Plaintiff, whereby the claimant, as Executrix and individually, will withdraw and dismiss her claim upon the payment of One Hundred (\$100.00) Dollars out of the partition suit No. 4815.

Robert J. Callanan  
Robert J. Callanan  
Attorney for Defendants and Trustee

J. Thomas Clark  
J. Thomas Clark  
Trustee

Leonard Lockhart  
Leonard Lockhart  
Attorney for Plaintiff

Elroy G. Boyer  
Elroy G. Boyer  
Attorney for Claimant

Filed April 11, 1968

54

FREDA C. SMITH,  
Plaintiff,

versus

JOHN PALMER SMITH, JR., et al  
Defendants.

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

Chancery No. 4815.

MEMORANDUM and ORDER  
on  
EXCEPTIONS to AUDIT.

THE Plaintiff filed Exceptions to the allowance by the Auditor of three claims against the proceeds of the sales as follows:

- (1) Claim of the Queenstown Bank of Maryland in the amount of \$1051.33 against the Decedent as guarantor on Note of Margaret L. Dise and husband;
- (2) Claim of Callanan, Goff, Moring & Callanan in the amount of \$500.00;
- (3) Claim of Callanan, Goff, Moring and Callanan in the amount of \$1250.00.

ONE of the Defendants, Edward G. Smith filed three exceptions as follows:

- (4) Claim of Gertrude H. Mitten, Executor, and individually in the amount of \$1,600.00;
- (5) Claim of the Hecht Company in the amount of \$817.85;
- (6) Claim of the Queenstown Bank of Maryland in the amount of \$1051.33. (Same as Plaintiff's Exception No. 1 above).

THE above Exceptions came on for hearing on April 11, 1968, and testimony was taken on the Exceptions (although on stipulation of Counsel the testimony was not recorded).

THE Court finds the following facts to have been proven by a preponderance of the evidence:

AS to Exception No. 1.

THE Note upon which claim of the Queenstown Bank was filed dated January 26, 1965, in the original amount of \$2800.00 was signed by Margaret L. Dise and Kendall Dise as makers and was endorsed by John Palmer Smith, as accomodation guarantor. Therefore,

the said Guarantor would have had recourse against the Makers, jointly and severally, and as the maker, Margaret L. Dise, was likewise a Distributee from this fund to the extent of \$9250.00, her said distributive share should be reduced to the extent of the claim of the Queenstown Bank in the amount of \$1,051.33.

AS to Exceptions No. 2 and No. 3

THESE two claims were for services rendered by the Claimants as Attorneys-at-Law for the Decedent prior to his death, contracted for by him, were reasonable and proper, and represented the balances due on two fees, viz: (1) Services in connection with a suit or proceeding in the District Court of the United States for the District of Maryland, concerning the naturalization of Margaret L. Dise; (2) Services in connection with representation of the Decedent as Defendant in a certain divorce case in the Circuit Court for Queen Anne's County, in Equity (Chancery No. 4709).

THEREFORE, the Exceptions as to these two said claims should be overruled.

AS to Exception No. 4.

THE Claimant failed to appear and present any evidence to substantiate her claim, although her Counsel, Elroy G. Boyer, Esq., did appear and made an offer in Open Court to settle his Client's claim for the sum of One Hundred Dollars (\$100.00). Thereupon, Counsel for said Claimant and for all Parties to the proceeding moved to have said claim withdrawn and dismissed upon payment of One Hundred Dollars (\$100.00), which Motion was granted.

AS to Exception No. 5.

THE evidence clearly showed that the allowance of the claim to the Hecht Company in the amount of \$817.85 was an error on the part of the Auditor in reading the Account upon which the claim was based. Credits upon the account totaled \$817.85, whereas the balance due thereon is very clearly \$687.06. Said allowance will, therefore, have to be reformed.

AS to Exception No. 6.

THIS Exception is the same as Exception No. 1 and the  
2.



same finding applies thereto.

ORDER

FOR the reasons hereinbefore set forth, IT IS, by the Circuit Court for Queen Anne's County, in Equity, this *24<sup>th</sup>* day of *April* 1968, ORDERED: That Exceptions Nos. 1 and 6 be and they are hereby sustained; that Exceptions Nos. 2 and 3 be and they are hereby overruled; that Exception No. 4 be sustained except to the extent of \$100.00, which amount is allowed on the claim; and that Exception No. 5 be sustained except to the extent of \$687.06, which amount is allowed on the claim;

AND IT IS FURTHER ORDERED that the papers be and they are hereby referred back to the Special Auditor to prepare a new Audit and Report in conformity with the above findings.

  
JUDGE

*Filed April 24, 1968*

55

FREDA C. SMITH,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
JOHN PALMER SMITH, JR.,	:	
ET AL, Defendants.	:	NO. 4815
	:	
	:	

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 this amended account is stated pursuant to an Order of this Honorable Court dated April 24, 1968, in this cause, after the hearing to the exceptions filed in said cause.

2. Pursuant to said Order of Court dated April 24, 1968, the claim of the Queenstown Bank of Maryland in the amount of \$1,051.33 which had been allowed as a claim against the estate of John Palmer Smith is not allowed in the claims, but has been deducted from the legacy of Margaret Ludwig Dise and it is directed that the said Trustees pay the said sum, forthwith, to the Queenstown Bank of Maryland.

The comments of your Special Auditor in the original account, filed heretofore, are hereby adopted and incorporated herein, except for additional court costs and additional fee of your auditor and making provisions for the exceptions allowed after hearing to the original audit.

Respectfully submitted:

*B. Hackett Turner Jr.*  
 B. Hackett Turner, Jr., Special Auditor

May 7, 1968

*Filed May 7. 1968*

Cause No. 4815

The proceeds of the sale of real estate reported in this cause, in account with J. Thomas Clark and Robert J. Callanan, Trustees, appointed by this Honorable Court to make the sale herein reported in these proceedings (and Vendors of said land).

		Cr.	
1967	April 1	By gross proceeds of the sale of said land, per report of said Vendors, to wit: - - - - -	\$75,800.00
		Interest collected on principal since sale - - - - -	523.68
		Refund on State and County Taxes - - - - -	103.09
		Refund on Town of Centreville Taxes - - - - -	30.52
		Refund on Water and Sewer Taxes - - - - -	<u>355.07</u>
		Total proceeds to be accounted for - - - - -	\$76,812.36

		Dr.	
	To, J. Thomas Clark and Robert J. Callanan, Trustees (and Vendors), their commissions for making said sale		\$ 3,990.62
	To do, for an amount paid Charles W. Cecil, Clerk, per receipt exhibited, to wit:		
	1. Costs of Charles W. Cecil, Clerk - - - - -	\$160.25	
	2. Sheriff of Wicomico County - - - - -	2.00	
	3. Register of Wills - - - - -	4.00	
	4. Examiner - - - - -	10.00	
	5. Stenographer - - - - -	50.00	
	6. Appearance fee - - - - -	10.00	
	7. Appearance fee - - - - -	<u>10.00</u>	246.25
	To do, for amount due Charles W. Cecil, Clerk, per statement		8.00
	To do, for additional court costs due Charles W. Cecil, Clerk, for costs which have accrued since original audit and for filing this amended account, per receipt exhibited, to wit:		34.25
	To do, for an amount paid Fidelity & Deposit Co., for premium on the corporate surety bond filed in this cause, per receipt exhibited, to wit: - - - - -		315.00
	To do, for an amount paid Queen Anne's Record-Observer, for advertising notice of sale and notice to creditors, per receipt exhibited, to wit: - - - - -		193.75
	To do, for an amount paid Bay Times, for publishing Nisi of Sale, per receipt exhibited, to wit: - - - - -		10.00
	To do, for an amount paid William Nuttle, Surveyor, for survey of property sold, per receipt exhibited, to wit:		435.00
	To do, for an amount paid Lloyd J. Andrew, Auctioneer, for crying sale of real estate, per receipt and statement exhibited, to wit: - - - - -		189.50
	To do, for an amount paid Charles W. Cecil, Clerk, for his costs in Chancery No. 3866, to clear title to parcel of real estate sold in these proceedings, per receipt exhibited, to wit: - - - - -		14.00
	To balance to be carried forward before distribution to creditors - - - - -		<u>71,375.99</u>
			<u>\$76,812.36</u>

May 7, 1968

*B. Harbett Turner Jr.*  
Special Auditor

\$76,812.36

1968  
May 7

Cr.

By balance carried forward - - - - -

\$71,375.99

Dr.

To do, for an amount paid for delinquent taxes on a parcel of real estate sold in these proceedings, per receipts exhibited, to wit:

1. State and County - - - - -	\$1.09		
2. Town of Centreville - - - - -	.39	\$	1.48

To, B. Hackett Turner, Jr., Special Auditor, for stating this account, the sum of - - - - - 300.00

To, B. Hackett Turner, Jr., Special Auditor, for stating this amended account and sending notices as required - 150.00

To, amounts due Queenstown Bank of Maryland on following judgment notices of John Palmer Smith, deceased, to wit:

1. dated July 13, 1966 - - - - -	\$ 200.00		
Interest to February 1, 1968	18.67	\$	218.67
2. dated July 17, 1966 - - - - -	\$ 2,000.00		
Interest to February 1, 1968	185.65		2,185.65
3. dated August 2, 1966- - - - -	\$1,000.00		
Interest to February 1, 1968	90.00		1,090.00
4. dated April 22, 1966 - - - - -	\$2,600.00		
Interest to February 1, 1968	280.20		2,880.20

To, Gertrude H. Mitten, Executor and individually, in full of her claim filed, settled per agreement of her counsel and all parties, and per Order of Court dated April 24, 1968 - - - - - 100.00

To, James D. Edwards, per claim filed, the sum of - 70.84

To, C. & P. Telephone Co., per claims filed, the sum of - 108.48

To, Queenstown Bank of Maryland, claim filed for overdraft, the sum of - - - - - 278.14

To, Royer & Barto, per claim filed, the sum of - - 74.94

To, J. Elmer Thompson, Jr., Attorney, for claim filed - 200.00

To, Callanan, Goff, Moring & Callanan, for claim filed - 500.00

To, Callanan, Goff, Moring & Callanan, Claim filed - 1,250.00

To, The Centreville National Bank of Maryland, claim filed on following notes of John Palmer Smith, deceased, to wit:

1. dated July 16, 1966 - - - - -	\$ 500.00		
Interest 9/16/66 to 2/1/68 - - - - -	41.42	\$	541.42
2. dated July 22, 1966 - - - - -	\$ 500.00		
Interest 9/22/66 to 2/1/68 - - - - -	40.92		540.92
3. dated July 29, 1966 - - - - -	\$ 400.00		
Interest 9/29/66 to 2/1/68	32.27		432.27

To balance to be carried forward - - - - - 60,452.98

May 7, 1968

\$71,375.99

\$71,375.99

*B. Hackett Turner Jr.*  
Special Auditor

Cr.

1968  
 May 7, By balance carried forward - - - - \$60,452.98

Dr.

To, Hochschild, Kohn & Co., for their claim filed, the sum of \$ 296.41  
 To, Rowens Stationery Co., for their claim filed, the sum of 32.45  
 To, C. Albert Matthews, Inc., for its claim filed, the sum of 243.05  
 To, The Hecht Co., for their claim filed, per Order of Court dated April 24, 1968, the sum of - - - - 687.86  
 To, Stewart & Co., for their claim filed, the sum of - 107.99  
 To, amount held in escrow account, per Order of this Court, for Federal Estate Taxes, the sum of - - - 15,000.00  
 To balance to be carried forward for distribution - - 44,086.02

\$60,452.98 \$60,452.98

May 7, 1968 Bill Herbert Turner Jr.  
Special Auditor

Cr.

1968  
 May 7 By balance carried forward for distribution - - - \$44,086.02

To, Freda C. Smith, widow of decedent, a one-third share of the same, per her election, or the sum of - - - \$14,695.34  
 Less State of Maryland Inheritance Tax at the rate of 1% - - - 146.95 \$14,548.39

To, Margaret Ludwig Dise, her special legacy, provided in Item 2 of Will of John Palmer Smith, deceased - - - \$10,000.00  
 Less State of Maryland Collateral Tax at the rate of 7 $\frac{1}{2}$ % - - - \$ 750.00  
 Less Queenstown Bank of Maryland claim filed on judgment note of Margaret L. Dise and Kendall Dise, her husband, guaranteed by John Palmer Smith, to be deducted from her special legacy per Order of Court dated April 24, 1968, as follows, to wit:  
 Principal balance of note \$1,005.00  
 Less payment on May 13, 1967 - - - - 53.00  
 \$ 952.00

Interest from July 26, 1966 to May 13, 1967 on \$1000.00 and from May 13, 1967 to February 1, 1968 on \$952.00 99.33 1,051.33 1,801.33 8,198.67

May 7, 1968

<p>To, Edward Gillespie Smith, one-half of the balance hereof, as a co-residuary legatee under the Will of John Palmer Smith, deceased, the sum of - - - - -</p> <p>Less State of Maryland Inheritance Tax at the rate of 1% - - - - -</p>	<p>\$9,695.34</p> <p><u>96.95</u></p>	<p>\$ 9,598.39</p>
<p>To, John Palmer Smith, Jr., one-half of the balance hereof, as a co-residuary legatee under the Will of John Palmer Smith, deceased, the sum of - - - - -</p> <p>Less State of Maryland Inheritance Tax at the rate of 1% - - - - -</p>	<p>\$ 9,695.34</p> <p><u>96.95</u></p>	<p>9,598.39</p>
<p>To, Dorothy E. Connolly, Register of Wills of Queen Anne's County, for State of Maryland Inheritance and Collateral Tax, deducted above from the several devisees' shares of said estate, the sum of - - - - -</p>		<p>1,090.85</p>
<p>To, Queenstown Bank of Maryland, for their claim filed on judgment note of Margaret L. Dise and Kendall Dise, her husband, guaranteed by John Palmer Smith, per Order of Court dated April 24, 1968, the sum of - - - - -</p>	<p><u>1,051.33</u></p>	
	<p><u>\$44,086.02</u></p>	<p><u>\$44,086.02</u></p>

May 7, 1968

*B. Hackett Turner, Jr.*  
 B. Hackett Turner, Jr., Special Auditor

*Filed May 7, 1968*

56

FREDA C. SMITH,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
JOHN PALMER SMITH, JR.,	:	NO. 4815
ET AL,	:	
Defendants.	:	

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Special Auditor hereby certified that on May 7, 1968, the amended audit having been filed in this Court on May 7, 1968, he did, by U. S. First Class Mail, notify the following interested parties to this cause, to wit:

Mrs. Freda C. Smith, 304 Chesterfield Avenue Centreville, Maryland 21617	Royer & Barto 25 N. Harrison Street Easton, Maryland 21601
Mr. and Mrs. John Palmer Smith, Jr. 501 Springhaven Road Wallingford, Pennsylvania	J. Elmer Thompson, Jr., Esquire 117 Lawyers Row Centreville, Maryland 21617
Mr. and Mrs. Edward Gillespie Smith 480 Brentwater Road Camp Hill, Pennsylvania 17011	Centreville National Bank Centreville, Maryland 21617
Mrs. Margaret Ludwig Dise Hebron, Wicomico County, Maryland	Hochschild, Kohn & Co. Howard & Lexington Streets Baltimore, Maryland 21203
Robert J. Callanan, Esquire Callanan, Goff, Moring & Callanan 210 N. Calvert Street Baltimore, Maryland 21202	Rowens Stationery Co. 12 N. Washington Street Easton, Maryland 21601
Queenstown Bank of Maryland Queenstown, Maryland 21658	C. Albert Matthews, Inc. South Ext. & Kemp Lane Easton, Maryland 21601
Mrs. Gertrude H. Mitten Sunnyland Farm Chestertown, Maryland 21620	The Hecht Company Howard & Lexington Streets Baltimore, Maryland 21203
Mr. James D. Edwards Thompson's Pharmacy Centreville, Maryland 21617	Stewart & Company Howard & Lexington Streets Baltimore, Maryland 21203
C. & P. Telephone Co. Business Office Centreville, Maryland 21617	J. Thomas Clark, Esquire 114 N. Commerce Street Centreville, Maryland 21617

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, I did notify each of them that said Amended Account was filed on May 7, 1968, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said amended audit must be filed not later than May 22, 1968, and that if no exceptions are filed within such fifteen (15) day period, the Amended Account may thereupon be ratified on or after May 23, 1968.

*B. Hackett Turner, Jr.*  
B. Hackett Turner, Jr., Special Auditor

May 7, 1968

*Filed May 7, 1968*

NISI RATIFICATION OF AUDIT

57

Freda C. Smith

vs.

John Palmer Smith, Jr. et al

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

Cause No. 4815

ORDERED, this 7th day of May, 1968, that the report and account filed in these proceedings by B. Hackett Turner, Jr., Special Auditor, be ratified on or after the 23rd day of May, 1968, unless cause to the contrary thereof be previously shown; ~~provided a copy of this order be inserted in some news paper published in Queen Anne's County, Maryland, once in each of two successive weeks before the day of xxxxxx~~

*Charles W. Cecil* Clerk

Filed May 7, 1968

58

Freda C. Smith,

vs.

John Palmer Smith, Jr. et al

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

Cause No. 4815

FINAL RATIFICATION OF AUDIT

ORDERED, this 23rd day of May, 1968, that the Report and Account filed herein by B. Hackett Turner, Jr., Special Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and J. Thomas Clark and Robert J. Callanan, Trustees are 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.

*Charles W. Cecil*  
Clerk of the Circuit Court for  
Queen Anne's County.

Filed May 23, 1968



QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this thirtieth day of November, in the year nineteen hundred and sixty-six, the following Bill of Complaint for Injunction and to Construe A Will and further Administration in this Court was brought to be recorded, to wit:-

PERCY G. PIERCE,  
LINA C. PIERCE, his wife,  
THOMAS PIERCE and  
PERCY PIERCE, Jr.  
all of Chester, Maryland,  
Complainants,

vs.

LENA WILLIS BAILEY, Individually  
and as Executrix and Trustee  
of the Estate of Monroe Wicks,  
deceased,  
33 Dunbar Avenue  
Catonsville, Maryland 21228

\* IN THE CIRCUIT COURT

\* FOR

\* QUEEN ANNE'S COUNTY

\* In Equity

\* No. 4824

BILL OF COMPLAINT FOR INJUNCTION  
AND TO CONSTRUE A WILL AND FURTHER  
ADMINISTRATION IN THIS COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, by F. Clifford Hane, their attorney,  
complaining, say:

1. That Monroe Wicks, late of Queen Anne's County, Maryland, died on March 27, 1940, leaving a Last Will and Testament dated January 26, 1940, which said Will is now of record in the Office of the Register of Wills for Queen Anne's County, Maryland, in Liber D.E.C. No. 1, folio 342. A certified copy of said Last Will and Testament is attached hereto and marked "Complainants' Exhibit No. 1".

2. That on April 2, 1940, a petition for Letters of Administration on the Estate of Monroe Wicks, deceased, was filed in the Orphans' Court of Queen Anne's County, No. 3770, by the surviving widow, Elizabeth Wicks, but no action appears to have been taken thereon, and on May 6, 1940, the aforementioned Last Will and Testament of Monroe Wicks was filed with the Register of Wills for Queen Anne's County by Lena Willis (now Bailey) as Custodian. A certified copy of the petition for Letters of Administration is attached hereto and marked "Complainants' Exhibit No. 2".

3. That the said Monroe Wicks died without issue and

left no surviving father, mother, brothers or sisters, and on May 11, 1940, the surviving widow, Elizabeth Wicks filed a notice of her intention to file a caveat to said Will, and on June 11, 1940, she filed a paper writing dated June 7, 1940, wherein she elected to take her legal share of both real and personal estate of the said Monroe Wicks. A certified copy of said intention and election are attached hereto and marked "Complainants' Exhibits No. 3 and 4".

On the same day, she filed a petition in caveat to said Will, and an answer thereto was filed by Lena Willis (now Bailey) on June 29, 1940, and as will appear from a certified copy of the docket entries in the Orphans' Court aforesaid filed herewith and marked "Complainants' Exhibit No. 5". This Answer was the last entry made on said docket until June 15, 1965.

4. That on July 12, 1952, Lena Richardson Willis Bailey (the Respondent herein) individually filed a Creditor's Bill in the Circuit Court for Queen Anne's County, in Equity, No. 3807, against Elizabeth Bolton Wicks Moore (Elizabeth Wicks hereinbefore mentioned); a certified copy of said Creditor's Bill being attached hereto and marked "Complainants' Exhibit No. 6". In this Creditor's Bill, Lena Bailey stated that Monroe Wicks died in Baltimore City, Maryland, on or about March - , 1940, testate, leaving no personal estate to pay his debts, and that by the Last Will and Testament of the said Monroe Wicks dated January 26, 1940, the testator devised all of his property to Lena Willis, now Lena Richardson Willis Bailey. She further stated that said Will had never been probated nor have any Letters of Administration ever been granted to that time by the Orphans' Court for Queen Anne's County, and alleged further that Monroe Wicks died seized and possessed of fee simple land on Kent Island, in the Fourth Election District of Queen Anne's County, as evidenced by a deed dated February 28, 1923, from Dr. John R. Benton and wife, duly recorded among the Land Records of Queen Anne's County in Liber

J.F.R. No. 10, folio 326. A certified copy of this deed is attached hereto and made a part hereof marked "Complainants' Exhibit No. 7".

5. The said Lena Richardson Willis Bailey further alleged in her Creditor's Bill of Complaint that the only heir-at-law of the said Monroe Wicks was his wife, Elizabeth Bolton Wicks, and that she, the said Lena Richardson Willis Bailey cared for and paid the expenses of Monroe Wicks during his last illness, and that the estate is indebted unto her in the amount of \$204.95, which amount at the time of the filing of said Creditor's Bill, was unpaid. In her Creditor's Bill, she prayed this Honorable Court to decree that the real estate of Monroe Wicks, or so much thereof as may be necessary, may be sold for the payment of claims of the said Lena Richardson Willis Bailey, and those of other unsatisfied creditors of the estate. However, no other creditors filed a claim in these proceedings. A certified copy of the statement of the aforesaid amount is attached hereto and marked "Complainants' Exhibit No. 8".

6. That Elizabeth Bolton Wicks Moore, the Respondent in said Creditor's Bill, (and the same person as Elizabeth Wicks aforesaid) was summoned by reading the subpoena to her, and leaving a copy of the summons and Bill of Complaint with her on July 17, 1952.

7. That on September 19, 1954, Elizabeth Wicks, the said surviving spouse of the late Monroe Wicks, died, intestate, leaving as her only heirs-at-law, Benjamin Pierce, Jr., of Stevensville, Maryland, Evelyn P. Cook, of Grasonville, Maryland, Percy Pierce of Chester, Maryland, and Mary L. Jones, of Baltimore, Maryland, they being her brothers and sisters.

8. On October 7, 1955, after the death of Elizabeth Wicks, the defendant in the Creditor's Bill aforesaid, a decree pro confesso was signed by this Honorable Court, and referred to one of the standing Examiners to take testimony to support the allegations

of said Creditor's Bill, and from that date on, no further proceedings were had in that case. A certified copy of said Decree pro confesso is attached hereto and marked "Complainants' Exhibit No. 9".

9. On June 15, 1965 however, as will appear from Complainants' Exhibit No. 5, a petition was filed in the Orphans' Court for Queen Anne's County by the said Lena Bailey, the defendant caveatee under the Last Will and Testament of the late Monroe Wicks, praying that the issues raised in the caveat proceedings filed in the Orphans' Court on June 11, 1940, be set down for an early hearing before the Court. Percy Pierce, one of the Complainants in these proceedings, alleges and avers that this was the first notice that he had of any Last Will and Testament of Monroe Wicks, or of any contest affecting the property originally vested in Monroe Wicks, by the deed aforesaid marked Complainants' Exhibit No. 7, and which property, by this time, had been conveyed to him for a valuable consideration, by his remaining brothers and sisters, heirs-at-law of the said Elizabeth Wicks. The original of this deed of conveyance dated June 1, 1957, from Benjamin Pierce, Jr., single man, Evelyn P. Cook, Widow, and Mary P. Jones and her husband William Jones, to Percy Pierce, of said property, which deed is recorded among the Land Records of Queen Anne's County in Liber T.S.P. 35, folio 3, is attached hereto, and made a part hereof, marked "Complainants' Exhibit No. 10".

10. That subsequent to this deed, the following deeds of conveyance were executed and recorded, all prior to the above-mentioned caveat hearing and order thereon, to wit:

- (1) Deed dated June 30, 1957, from Percy G. Pierce and Lina C. Pierce, his wife, to Frances C. Legg, and recorded among the aforesaid Land Records in Liber T.S.P. 35, folio 6.
- (2) Deed dated June 30, 1957, from Frances C. Legg, single lady, to Percy G. Pierce and Lina C. Pierce, his wife, as tenants by the entireties, duly recorded among the aforesaid Land Records in Liber T.S.P. 35, folio 8.

(3) Deed dated April 30, 1965, from Percy G. Pierce and Lina C. Pierce, his wife, to Dorothy E. Connolly, single lady, duly recorded among the Land Records aforesaid in Liber C.W.C. 14, folio 550.

(4) Deed dated April 30, 1965, from Dorothy E. Connolly, single lady, to Lina C. Pierce, Thomas Pierce and Percy Pierce, Jr., joint tenants, duly recorded among said Land Records in Liber C.W.C. 14, folio 552.

The originals of (1) and (2) and certified copies of (3) and (4) are attached hereto and made a part hereof, and marked "Complainants' Exhibit No. 11".

11. That by Order of the Orphans' Court for Queen Anne's County, dated July 20, 1965, a certified copy of which is included in Complainants' Exhibit No. 1, the caveat heretofore filed in the matter of the Estate of Monroe Wicks, was dismissed, and the Last Will and Testament of Monroe Wicks was admitted to probate by the Orphans' Court for Queen Anne's County, and is now of record in the office of the Register of Wills of said County, in Liber D.E.C. 1, folio 342.

12. That Letters Testamentary were issued to Lena Bailey on September 14, 1965, at which time she showed in her Information Report that Elizabeth Wicks was the surviving wife of the said Monroe Wicks, deceased. Certified copies of said Letters and Information Report are attached hereto and marked "Complainants' Exhibit No. 12".

13. That on the 14th day of December, 1965, Lena Bailey, the said Executrix, filed an inventory of real estate, which Real Inventory included only the fee simple property of Monroe Wicks, deceased, in the deed hereinbefore referred to as Complainants' Exhibit No. 3, and appraised for the sum of \$200.00. No Personal Inventory of the decedent's estate, as will appear from the aforementioned docket entries in Complainants' Exhibit No. 5, has been filed.

14. Subsequent thereto, on July 6, 1966, the said Lena Bailey, as Executrix, petitioned the Orphans' Court for Queen

Anne's County in Case No. 3770 aforesaid, for authority to sell the real estate of the decedent under Article 93, Section 319 of the Annotated Code of Maryland, and by Order of said Court dated July 12, 1966, the Orphans' Court adjudged, ordered and decreed that the property mentioned in these proceedings be sold, and that Lena Bailey, Executrix, as Trustee, be and she was thereby authorized and directed to make said sale, provided she furnish satisfactory bond in the amount of \$1000.00; a copy of said petition and order of court being attached hereto and made a part hereof, marked "Complainants' Exhibit No. 13",

15. In said Order of Court, the said Trustee was directed to bring in to the Court, the money arising from the said sale or sales, to be accounted for and distributed under the direction of the Court, and pursuant "to the terms of the Last Will and Testament of the deceased, Monroe Wicks", after the deduction of the costs of administration, debts of the decedent, and such commissions to the said Executrix, as Trustee, as the Court shall think proper to allow, all in complete disregard of the rights of the surviving widow, Elizabeth Wicks, and her widow's allowance under Article 93, Section 314, of the Annotated Code of Maryland (1939), (Article 93, Section 329, Code 1957). Under this Section of the Code, Elizabeth Wicks became entitled to \$2000.00 or its equivalent in property or any interest therein at its appraised value, and one-half of the residue of the lands of the decedent, Monroe Wicks, as an heir, and one-half of the surplus personal estate remaining, and no more.

16. Your Complainants allege and aver that the Orphans' Court for Queen Anne's County had no jurisdiction or authority under Article 93, Section 319 of the Annotated Code of Maryland, to sell real estate of the decedent lying in the State of Maryland, where no personal estate existed for the payment of the debts of the decedent. In Section 117, of Article 93, of the Annotated Code of Maryland, (1939) (now Article 93, Section 124), under which the administration of Monroe Wicks' estate might have

been accomplished, it is provided: "This Section shall not apply to any real estate where any owner of the same shall have been dead twelve (12) years or more".

17. Subsequent to the aforementioned Order of the Orphans' Court authorizing the sale of said real estate, your Complainants, Percy G. Pierce and Lina C. Pierce, petitioned the Orphans' Court for Queen Anne's County to rescind nunc pro tunc, its Order of July 12, 1966, referred to herein as "Complainants' Exhibit No. 13", and requesting a hearing before the Orphans' Court to determine the right of the Executrix mentioned in these proceedings, to sell said real estate, and to permit the said Percy G. Pierce and Lina C. Pierce, his wife, to present their claims to the real estate mentioned in these proceedings; and on July 26, 1966, the Orphans' Court so ruled. A copy of this petition and Order of Court is attached hereto marked "Complainants' Exhibit No. 14".

18. That on October 25, 1966, the Orphans' Court for Queen Anne's County, after having rescinded its original Order of July 12, 1966, appointing Lena Bailey Executrix, as Trustee, to sell said real estate, evidently endeavored to reaffirm its original Order of July 12, 1966, and again appointed Lena Bailey Executrix, as Trustee, to sell said real estate mentioned in these proceedings, and increased her bond from \$1000.00 to \$1200.00. In this Order, the Orphans' Court again refused to recognize the rights of Elizabeth Wicks, the surviving spouse and heir-at-law of the said Monroe Wicks, and ordered that the money be brought into the Court and distributed under the direction of this Court and "pursuant to the terms of the Last Will and Testament of the decedent, Monroe Wicks, after deduction of the costs of administration, debts of the decedent, and such commissions to the said Executrix, as Trustee, as the Court shall think proper to allow". A certified copy of this Order is attached hereto, marked "Complainants' Exhibit No. 15".

19. That Your Complainants, Percy G. Pierce and Lina C. Pierce, filed a formal objection to the passage by the Orphans'

Court for Queen Anne's County of its Order of October 25, 1966, setting forth the grounds of their objection. A certified copy of said Objections is attached hereto, marked "Complainants' Exhibit No. 16". On November 1, 1966, as will appear from Complainants' Exhibit No. 5, the Orphans' Court ruled against the Objections and allowed its Order of October 25, 1966, to stand.

20. That Your Complainants allege and aver that the Orphans' Court for Queen Anne's County was without jurisdiction and authority under the laws of the State of Maryland, to pass an Order effecting the sale of the real estate mentioned in these proceedings, in view of the fact that this Honorable Court, under the Creditor's Bill filed in this Court on July 12, 1952 (No.3807) had assumed jurisdiction over the sale of said real estate, or so much thereof as may be necessary to pay properly authenticated debts of the decedent; that as reference to this case will more fully appear, the costs have not been paid and therefore it remains open for further proceedings; that had Lena Bailey, the Executrix, acted diligently, she need only have suggested the death of the Respondent therein as having occurred in 1954 and to add the names of the heirs-at-law of Elizabeth Wicks as defendants therein.

21. The action of Lena Bailey in applying for Letters Testamentary on the Estate of Monroe Wicks in June of 1965, some twenty-five years after the date of the death of the decedent, and the filing of his Will in the Orphans' Court for Queen Anne's County, establishes a procedure which your Complainants allege and aver is designed purely to deny the surviving widow her legal share as widow in the estate of the late Monroe Wicks and feel under the circumstances that these are special circumstances, requiring the intervention by this Honorable Court to do complete justice and give adequate relief herein. To allow Lena Bailey to succeed in the sale of said real estate and to distribute the proceeds thereof under the terms of the Will of the late Monroe Wicks, would deny the said Elizabeth Wicks, as heir-at-law, of her widow's allowance, and would deny the heirs-at-law and grantees



of the said Elizabeth Wicks from their rights in and to said real estate. Your Complainants further aver that the said Lena Bailey at no time since the date of the death of Monroe Wicks, offered or endeavored to pay any of the expenses on said property, and she being the sole legatee and devisee under said Will, knew, or should have known, that taxes on real estate are due and payable annually to the County and the State of Maryland. She made no effort to pay any of them either individually or as devisee under the Will. Your Complainants further allege and aver that all expenses on the real estate were paid by Elizabeth Wicks during her lifetime, and by her heirs-at-law and grantees since then, even to and including the fiscal year 1966-67.

22. That Your Complainants further allege and aver that under the law of Maryland, the heir-at-law, to wit: Elizabeth Wicks, succeeded to the ownership of the real estate of her husband, the late Monroe Wicks, she having not been mentioned in his Will and elected to take her legal share; that more than twelve years had expired between the time she made this election and the time Lena Bailey individually filed her Creditor's Bill in this Court for alleged advances made by her for the account of the decedent, and under the Doctrine of Laches, the said Lena Bailey should now be barred from obtaining any moneys under her said Creditor's Bill, and should now be enjoined from proceeding further therein. Not only are the amounts which Lena Bailey claims are owed to her by the estate of the late Monroe Wicks advances allegedly made by her for the decedent, but they are made by the sole devisee under his Will and the Executrix named therein. In no instance is the claim made by the creditor specifically. Your Complainants further aver that the amounts claimed by her were not, and are not now, properly authenticated to warrant her recovery. She now tries, after an additional lapse of thirteen more years, to subject the said real estate to these alleged advances made by her, and other benefits, by coming into the Orphans' Court for relief.

23. Your Complainants further allege and aver a proper construction of the Last Will and Testament of the late Monroe Wicks is that it is ineffective to pass anything to Lena Willis (now Bailey), the sole legatee and devisee thereunder; further, Your Complainants allege and aver that the estate is not sufficient to pay the widow her legal share under the law, and no administration thereon should have been applied for. The action of Lena Bailey in obtaining Letters Testamentary at such a late date, and her efforts to subject said real estate to administration expenses, commissions and attorney's fees amounts to a waste of the only asset in the estate.

24. Your Complainants further allege and aver that a presumption in favor of the death of Monroe Wicks intestate should prevail, and that the interest of the heirs-at-law of Elizabeth Wicks and their subsequent grantees, as evidenced by the deeds hereinabove mentioned in Complainants' Exhibit No. 11, be declared that of bona fide purchasers for value.

25. That Your Complainants have no adequate remedy at law, and that the unusual circumstances existing in this matter, and its proposed settlement, will adversely affect their interests and subject them to irreparable loss, and by reason thereof, respectfully request this Honorable Court to assume jurisdiction over this entire matter.

To the end therefore:

(a) That the said Lena Bailey Executrix, as Trustee, appointed by the Orphans' Court to sell the real estate mentioned in these proceedings, be restrained and enjoined from proceeding with the sale of the said real estate until the final determination of the questions and issues involved in the foregoing Bill of Complaint.

(b) That this Honorable Court assume jurisdiction of the matters and facts set forth in this Bill of Complaint, and construe the Last Will and Testament of the said Monroe Wicks, to determine the rights, if any, of Lena Bailey aforesaid.

(c) That this Honorable Court may, by its proper decree, determine the rights of your Complainants in and to the real estate mentioned in this Bill of Complaint.

(d) That your Complainants may have such other and further relief as their case may require.

MAY IT PLEASE THE COURT to grant unto Your Complainants a writ of subpoena directed to the said Lena Bailey, residing at 33 Dunbar Avenue, Catonsville, Baltimore, Maryland 21228, commanding her to be and appear in this Court on some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed thereon.

And as in duty bound, etc.

Percy G. Pierce  
Percy G. Pierce  
Lina C. Pierce  
Lina C. Pierce  
Thomas Pierce  
Thomas Pierce  
Percy Pierce, Jr.  
Percy Pierce, Jr.  
Complainants

F. Clifford Hane  
F. Clifford Hane  
Attorney for Complainants  
1142 River Road  
Baltimore, Md. 21205  
527-5787

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

I HEREBY CERTIFY that on this 28th day of November, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared PERCY G. PIERCE, LINA C. PIERCE, THOMAS PIERCE and PERCY PIERCE, Jr., and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.



Charles A. Seever  
Notary Public.

*Filed Nov. 30. 1966*

2

In the name of God, Amen!

I, Monroe Wicks, of Kent Island in Queen Anne's County in the State of Maryland, being of sound and disposing mind, memory and understanding do make and publish this, my last will and testament in manner and form following, that is to say:

- (1) I hereby revoke all former wills by me made.
- (2) I do hereby give, bequeath and devise all my property, real and personal, where-soever situated or located unto my friend, Lena Willis, of Baltimore, (who was raised by my father from a little child) absolutely and forever, provided that she shall be living at the time of my death.
- (3) I do hereby nominate and appoint the said Lena Willis to be the executrix of this, my last will and testament.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal this twenty-sixth day of January in the year nineteen hundred and forty.

His  
Monroe X Wicks (SEAL)  
Mark

Monroe Wicks

Signed, sealed, published, pronounced, and declared by Monroe Wicks above named testator as and for his last will and testament, in the presence of us, who at his request, in his resence and in the presence of each other have subscribed our names as witnesses thereto, said testator signed his said will by making his mark thereon.

*Madison Brown*

Madison Brown

Her

Mamie X White

Mamie White Mark

*Fairfield Bailey*  
Fairfield Bailey

*Filed Nov 30, 1966* *Complainant's Exhibit No 1*  
*consisting of 4 pages*

To the Judges of the Orphans' Court of Queen Anne's County and to the Register of Wills of Queen Anne's County:

The undersigned is the uncle of Monroe Wickes late of Queen Anne's County, deceased. Monroe Wickes died in March, 1940 a resident of Queen Anne's County.

I am the uncle of Monroe Wickes, his nearest relative.

I hereby agree that the paper writing herewith attached purporting to be the last will and testament of Monroe Wickes, signed by him, dated January 26th., 1940 bearing the signatures of Madison Brown and Fairfield

XXXXX Bailey as witnesses and in which Lena Willis is named as executrix shall be forthwith admitted to probate by you without further notice to me.

Witness my and seal this 6th day of May, 1940

Test: Carston Wickes X (SEAL)  
Test: Walter Smith  
Test: James Wickes

PROBATE OF WILL

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

On the 6th day of May A. D. 1940 came Lena Willis, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of Monroe Wickes late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to her hand and possession, and that she does not know nor has she heard of any other and that she received the same from the hand of the testator, Monroe Wickes on or about 26th day of January A. D. 1940.

Sworn before

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

State of Maryland,

Queen Anne's County, Set:

On this 6th day of May in the year 1940, came Lena Willis, Park Heights Ave & Clarkshope Baltimore, Md. and made oath in due form of law that he is well acquainted with Fairfield Bailey

whose names appear as subscribing witnesses to the last will and Testament of Mourse Wickes that the said Fairfield Bailey is a non-resident of the State of Maryland, being residents of the State of

and is not within the jurisdiction of this Court; that the name appearing on said paper writing is in the true and genuine handwriting of the said Fairfield Bailey

and is the signature of the said Fairfield Bailey

Sworn in Open Court,

Test:

Norman S. Dudley

Register of Wills for Queen Anne's

County, Maryland.

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

On the 23<sup>rd</sup> day of March 19 65, came  
Fairfield Bailey of 33 Dunbar Avenue, Catonsville, Maryland, one of the

subscribing witnesses to the foregoing last Will and Testament of MONROE WICKES  
late of Queen Anne's County, deceased, and made oath in due form

of law, that he did see the Testator sign and seal said Will, that he heard him  
publish, pronounce and declare the same to be his last Will and Testament, and at  
the time of his so doing he was to the best of his apprehension, of sound and  
disposing mind, memory and understanding; and that he together with Madison Brown  
and Mamie White who died 1947 <sup>now deceased</sup> subscribed his name as witness  
to said Will at his request in his presence and in the presence of each other.

Sworn in open court.

Test:

*Fairfield Bailey*  
Fairfield Bailey

*Samuel E. Egan*  
Register of Wills of Queen Anne's County, Md.

State of Maryland,  
Queen Anne's County, Sect:

On this 2<sup>nd</sup> day of June in the  
year nineteen hundred and sixty-five personally appeared  
Nellie Brown Whiteley, Deputy Clerk of Circuit Court for Queen Anne's County

and made oath in due form of law that she was  
well acquainted with MADISON BROWN  
who was her Uncle and an attorney and who is now dead,  
having departed this life sometime in the year on June 17th, 1948  
that she was well acquainted with (his, her) handwriting and the signature of the said  
Madison Brown

and that She believes that the signature as appearing on the last Will and Testament of  
MONROE WICKES  
of the said Madison Brown as a witness thereto, is in the handwriting  
of the said Madison Brown and is the true and genuine signature of  
the said Madison Brown

Sworn in Open Court,

Signature of Credible Witness:

Test:

*Nellie Brown Whiteley*  
Nellie Brown Whiteley

*Samuel E. Egan*

Register of Wills for Queen Anne's  
County, Maryland

IN THE MATTER OF THE ESTATE  
OF MONROE WICKS,  
LATE OF QUEEN ANNE'S COUNTY,  
STATE OF MARYLAND

\* IN THE  
\* ORPHANS' COURT OF  
\* QUEEN ANNE'S COUNTY  
\* NO. 3770  
\* \* \*

This cause standing ready for hearing on Caveat and Answer and being submitted, the counsel for the parties were heard, and the proceedings read and considered, and the court being of the opinion that the said paper writing was duly executed by the said Monroe Wicks as and for his last will and testament in manner and form prescribed by law, and the said Monroe Wicks at the time of making said will, was of sound and disposing mind, memory and understanding, and that the said will was not the product of undue influence.

It is thereupon, this 30<sup>th</sup> day of July, 1965, ordered and adjudged by the Orphans' Court of Queen Anne's County, that the Caveat be dismissed and the said paper writing be and is hereby admitted to probate as the Last Will and Testament of Monroe Wicks, deceased.

Gordon L. Shaw  
Bury S. Coppaz  
Wm. Allen Orde

*Filed Nov 30. 1966*

*Order re. Caveat.*

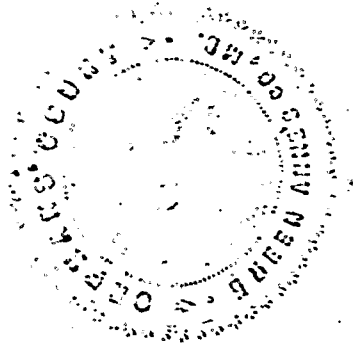


In the Orphans' Court for Queen Anne's County, Maryland, Sect:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of the last Will and Testament of MONROE WICKS, late of Queen  
Anne's County, deceased,

as filed and passed in this office on July 20, 1965  
and recorded in Liber E.C.W. No. 2 Folio 246  
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 29<sup>th</sup>  
day of November 1966.

Register of Wills for Queen Anne's County, Maryland

*Filed Nov 30, 1966*

### Petition for Letters of Administration

To the Honorable, the Judges of the Orphans' Court of Queen Anne's County:

In the Matter of the Settlement of the Estate of Monroe Wickes,  
late of Queen Anne's County, deceased.

The Petition of Elizabeth Wickes,

respectfully showeth that

Monroe Wickes, a resident of Queen Anne's County, State of Maryland,  
departed this life ~~at~~ in Baltimore City, ~~in~~ ~~the~~ ~~County,~~ on  
the 24th day of March, A. D.  
1940 at            o'clock,            M., leaving no last will and testament that has come to  
the knowledge or possession of your petitioner....; that said decedent left surviving him  
the following heirs-at-law, viz:.....

Elizabeth Wickes, his widow, of age, Grasonville, Maryland, and  
only heir.

Therefore your petitioner.... respectfully applies for Letters of Administration upon the  
Personal Estate of said deceased.

*Elizabeth Wickes*  
Elizabeth Wickes

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

I hereby certify that on this 2nd day of April in the year  
nineteen hundred and ~~thirty~~ forty, before the suscriber, the Register of Wills of  
Queen Anne's County, personally appeared Elizabeth Wickes

the petitioner .... named in the above application, and made oath in due form of law that the  
matters and things stated in the foregoing application are true to the best of her knowledge  
and belief.

*Norman J. Dudley*  
Register of Wills of Queen Anne's County

*Complainant's Exhibit No 2*

*Filed Nov 30. 1966*

In the Orphans' Court for Queen Anne's County, Maryland, Set:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of Petition for Letters of Administration filed by  
Elizabeth Wickes, widow of MONROE WICKES, deceased,

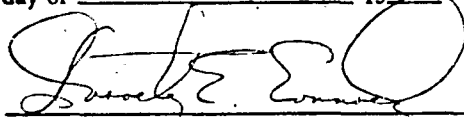
as filed and ~~passed~~ in this office on April 2nd, 1940

and recorded in Liber \_\_\_\_\_ No. \_\_\_\_\_ Folio \_\_\_\_\_

in Record Book of (NOT RECORDED)

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 25<sup>th</sup>  
day of November 19 66.



Register of Wills for Queen Anne's County, Maryland

*Filed Nov 30. 1966*



4

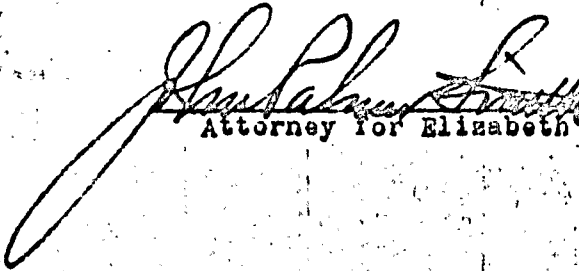
In the Matter of the Will of  
Monroe Wickes, late of Queen  
Anne's County, deceased.

IN THE ORPHANS' COURT FOR  
QUEEN ANNE'S COUNTY.

.....

To the Honorable, the Judges of said Court:

This is to advise you that caveat proceedings will be filed  
against the Will of Monroe Wickes by Elizabeth Wickes, his wife,  
and that the said Elizabeth Wickes renounces and protests the  
probating of said will.

  
Attorney for Elizabeth Wickes.

Filed Jul. 30. 1966

Complainant's Exhibit No 3

In the Orphans' Court for Queen Anne's County, Maryland, Set.

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of Notice of intention to file Caveat to Will  
filed by John Palmer Smith, attorney for Elizabeth Wickes, widow of  
MONROE WICKES' deceased,

as filed ~~and passed~~ in this office on May 11th, 1940

and recorded in Liber \_\_\_\_\_ No. \_\_\_\_\_ Folio \_\_\_\_\_

in Record Book of \_\_\_\_\_ (NOT RECORDED)

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 25<sup>th</sup>  
day of November 1966.

*[Handwritten Signature]*

Register of Wills for Queen Anne's County, Maryland

*Filed Nov. 30. 1966*

5

In the Matter of the Estate of  
Monroe Wicks, late of Queen Anne's  
County, deceased.

In the Orphans' Court  
of  
Queen Anne's County,

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, Elizabeth B. Wicks, widow of Monroe Wicks, late of Queen Anne's County, deceased, do hereby declare that I shall claim my legal share of both real and personal estate as the surviving widow of said Monroe Wicks, in all his real and personal estate of which he died, seized and possessed, my said legal share of both real and personal estate being one-half of the lands as an heir and one-half of the surplus personal estate, the said Monroe Wicks not being survived by any descendants.

Elizabeth B. Wicks  
Elizabeth B. Wicks

Witness:

Emelynn Cook

June 7, 1940.

Compliments Exhibit No 4

In the Orphans' Court for Queen Anne's County, Maryland, Sc.

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of Widow's Claim for Share in re: Estate of MONROE WICKS,  
deceased,

as filed ~~and passed~~ in this office on June 11th, 1940

and recorded in Liber \_\_\_\_\_ No. \_\_\_\_\_ Folio \_\_\_\_\_

in Record Book of (NOT RECORDED)

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 25<sup>th</sup>  
day of November 1966.

*[Handwritten Signature]*

Register of Wills for Queen Anne's County, Maryland

*Filed Nov. 30. 1966*

## Docket Entries in re: . ESTATE OF MONROE WICKS, deceased.

- 6
- Filed: April 2, 1940 - Petition for Letters of Administration by Elizabeth Wickes
- Filed: May 6, 1940 - Paper writing, purporting to be the last Will and Testament of Monroe Wicks, deceased
- Filed: May 11, 1940 - Notice of Intention to file Caveat to Will
- Filed: June 11, 1940 - Widow's Claim for share
- Filed: June 11, 1940 - Petition and Caveat by Elizabeth B. Wicks and Order passed
- Filed: June 14, 1940 - Sheriff's Return in re: Lena Willis
- Filed: June 29, 1940 - Answer to Caveat
- Filed: June 15, 1965 - Petition for Hearing of Caveat Case and Order of Court passed 6/15/66 and Summons Issued to persons named therein
- Sheriff's Return: June 22, 1965 in re: Summons to Mary L. Jones
- Sheriff's Return: June 22, 1965 in re: Summons to Evelyn R. Cook, John Palmer Smith, Percy Pierce and Benjamin Pierce, Jr,
- July 13, 1965: Hearing in re Caveat held
- July 20, 1965: Caveat dismissed and Will probated 7/20/65, and recorded Liber E.C.W.#2, folio 246 - Record Book of Wills.

Petition and Claim of Percy G. Pierce and Lina C. Pierce, his wife, filed and Order of Court passed September 7, 1965, and recorded Liber E.C.W.#5, folio 560 - Record Book of Petitions and Orders.

Summons issued to persons named in above Order.

Sheriff's Return: September 14, 1965 in re: Summons to Lena Bailey

Petition for Letters Testamentary filed September 14, 1965, and recorded Liber E.C.W.#5 - folio 554, Record Book of Petitions and Orders.

Letters Testamentary granted unto Lena A. Bailey - 33 Dunbar Avenue, Catonsville, Maryland 21228.

Bond filed by Lena A. Bailey in the penalty of \$1,000.00 (Fidelity & Deposit Company of Maryland - Surety) Bond approved by the Court on September 14, 1965, and recorded Liber N.S.D. No. 1, folio 547 - Record Book of Administration Bonds.

Information Report filed September 14, 1965 and recorded Liber E.C.W. No. 5, folio 554 - Record Book of Petitions and Orders.

Warrants to appraise Real Estate and Personal Property issued unto Claude Lowery and Harper Starkey on September 14, 1965.

*July 30, 1966* Complaints Exhibit No 5



Page Two - Docket Entries in re: Monroe Wicks Estate

Inventory of Real Estate appraised at and for the sum of \$200.00 filed and passed December 14, 1965, and recorded Liber E.C.W.#1, folio 436 - Record Book of Real Estate Inventories.

Petition to sell Real Estate as Trustee filed and Order passed July 12, 1966, and recorded Liber D.E.C.#1, folio 212 - Record Book of Petitions and Orders.

Petition to rescind Order appointing Trustee to sell Real Estate filed and Order passed July 26, 1966, and recorded Liber D.E.C.#1, folio 238 - Record Book of Petitions and Orders (Copy of Order served on Walter Litvinuck, attorney for Lena Bailey, executrix).

August 9, 1966: Hearing  
August 23, 1966: Court rendered decision to Sell Real Estate  
Sept. 20, 1966: Letter filed by F. Clifford Hane, atty.  
Oct. 25, 1966: Hearing held - Order passed to sell Real Estate

Order of Court appointing Trustee to sell Real Estate passed October 25, 1966 and recorded Liber D.E.C.#1, folio 342 - Record Book of Petitions and Orders.

Oct. 27, 1966: Objection filed  
Nov. 1, 1966: Court's decision to let stand Order of 10/25/66.

In the Orphans' Court for Queen Anne's County, Maryland, Sect.

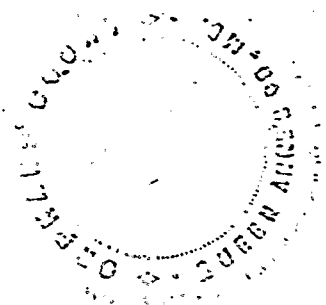
The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of all Docket Entries in re: ESTATE OF MONROE WICKS, late of Queen Anne's County, deceased,

as filed ~~and passed in this case~~ on the dates therein set forth and as entered on

~~and recorded in Liber~~ \_\_\_\_\_ ~~and~~ \_\_\_\_\_ ~~and~~ \_\_\_\_\_

~~in~~ ADMINISTRATION KEY E.C.W.#1 - folio 63 -

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 25<sup>th</sup> day of November 19 66

*[Signature]*

Register of Wills for Queen Anne's County, Maryland

*Filed Nov. 30, 1966*

LENA RICHARDSON WILLIS BAILEY  
2502 Rayner Avenue  
Baltimore 16, Maryland  
Complainant

IN THE  
CIRCUIT COURT

vs.

FOR  
QUEEN ANNE'S COUNTY

ELIZABETH BOLTON WICKES MOORE  
Grasonville, Maryland  
Defendant

IN EQUITY

No. 3807

\*\*\*\*\*

CREDITOR'S  
BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Lena Richardson Willis Bailey, Complainant, by Vachel A. Downes, Jr., her attorney, for herself as well as for all other creditors of Monroe Wickes, late of Queen Anne's County, deceased, who will come in and contribute to the expenses of this suit, complaining says:

1. That Monroe Wickes, late of Queen Anne's County, State of Maryland, died in the City of Baltimore, Maryland, on or about March, 1940, testate, your Orator being advised that he left no personal property to pay his debts.
2. The will, dated January 26, 1940, of Monroe Wickes, was filed in the Orphan's Court for Queen Anne's County on the 6th day of May, 1940, which said will devised all of his property unto one Lena Willis, now Lena Richardson Willis Bailey, the complainant herein, but which said will has never been probated nor have any letters of administration upon his estate ever been granted by the Orphan's Court for Queen Anne's County.
3. That Monroe Wickes, deceased, died seized and possessed of a fee simple interest in and to the following described real estate, as follows, to wit:  
  
ALL that lot or parcel of land situate, lying and being in Coxes Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, on a branch of Crab Alley Creek known as Emma Lewis Cove, which said property is bounded on the north by the property of or formerly of John Wickes, now of Rachael Cornish, on the east by the said Emma Lewis Cove, and on the south and west by the public road known as the Crab Alley Landing Road leading from the Chester-Coxes Creek Road to Crab Alley Landing, a certified copy of said deed being attached hereto, being marked, "Exhibit A", and prayed be made a part hereof.
4. That the said Monroe Wickes, deceased, left surviving him as his only heir at law, his wife, Elizabeth Bolton Wickes, who is now known as Elizabeth Bolton Wickes Moore, an adult, who resides in Grasonville, Maryland.

*Complainant's Exhibit No. 6  
Filed Nov. 30, 1966*

5. That the said complainant cared for and paid the expenses of the said Monroe Wickes during his last illness, and that the estate of Monroe Wickes is indebted unto the said Lena Willis Richardson Bailey in the full and just sum of Two Hundred Four and ninety five one hundredths Dollars (\$204.95) therefore, which sum is unpaid.

TO THE END THEREFORE:

1. That the real estate of the said Monroe Wickes, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claims of your Orator and those of the other unsatisfied creditors of the deceased.

2. That Your Orator may have such other and further relief as his cause may require.

And as in duty bound, etc.

*W. A. Downes, Jr.*  
Wachel A. Downes, Jr.  
Solicitor for Complainant

*Filed July 12, 1952*

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

I hereby certify, that the foregoing is truly taken and copied from the original Creditor's Bill of Complaint that was filed in the office of Clerk of Circuit Court for Queen Anne's County on July 12, 1952, and will remain there permanently.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 25th day of November in the year nineteen hundred and sixty-six.

*Charles W. Cecil*  
Clerk

*Filed Nov 30, 1966*

.....  
#9860. QUEEN ANNE'S COUNTY, TO  
WIT: Be it remembered that on this fourteenth day of March, in the  
year nineteen hundred and twenty three, the following Deed was brought  
to be recorded, to wit:-

THIS DEED, made this 28th day of February, in the year  
nineteen hundred and twenty three by us Dr. John R. Benton and Alice G.  
Benton, his wife of Kent Island, Queen Anne's County, Maryland, witnesses,  
that in consideration of the sum of two hundred and fifty dollars current  
money of the State of Maryland, do hereby bargain, sell and grant unto  
Monroe Wicks, of Kent Island, Queen Anne's County, State of Maryland, all  
that tract or parcel or lot of land situated and lying in Coxes Neck on  
Kent Island in Queen Anne's County, State of Maryland, more particularly  
described as follows: situated on a branch of the Creek known as Crab Alley  
Creek, said branch being known as Emma Lewis' Cove; the said lot of land  
is improved by a two story frame house and outbuildings and contains one  
acre of land, more or less;

Witness our hands and seals this            day of February, nine-  
teen hundred and twenty three.

Test: Barnes Legg.

Jno. R. Benton (SEAL)

Alice Benton (SEAL)

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

I hereby certify that on this 28th day of February, in the  
year nineteen hundred and twenty three, before the subscriber, a Notary  
Public, Dr. John R. Benton and Alice G. Benton, his wife, of Kent Island,  
Queen Anne's County, Maryland, did each acknowledge the foregoing deed  
to be their respective act.

Barnes Legg. N.P.

Notary  
Public  
Seal.

One fifty cent Int.  
Rev. stamp, endorsed:  
JRB. 2/28/23.

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

I hereby certify that the above is truly taken and copied  
from Liber J.F.R.No. 10, folio 32c, a Land Record Book for Queen Anne's  
County.

In Testimony Whereof, I have hereunto sub-  
scribed my name and affixed the Seal of  
the Circuit Court for Queen Anne's County  
this Eleventh day of July in the year nine-  
teen hundred and fifty-two.

*J. S. Pippin*  
Clerk

*Complainant Exhibit No 7*

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied  
from the original Exhibit A that was filed in the office of Clerk of  
Circuit Court for Queen Anne's County on July 12, 1952, and will remain  
there permanently.

IN TESTIMONY WHEREOF, I hereunto subscribe my  
name and affix the seal of the Circuit Court for  
Queen Anne's County, this 25th day of November  
in the year nineteen hundred and sixty-six.

*Charles W. Cecil* Clerk

*Filed Nov 30 1966*

July 16, 1952

STATEMENT OF LENA WILLIS RICHARDSON BAILEY, DR.

TO: ESTATE OF MONROE WICKES, DECEASED

TO:

Lillian Pitts (rent of Monroe Wickes from February 25 to March 24, 1940)	\$ 40.00
H. Weis and Son (payment for oil stove for Monroe Wickes)	34.10
Alex Moore (transportation for Monroe Wickes)	35.00
Robert Williams, Undertaker (on account rendered for burial of Monroe Wickes)	15.00
OTHER EXPENSE:	
Purchase of suit for Monroe Wickes for his burial	7.50
Hospital Bill of Monroe Wickes paid	60.70
Laundry Bill of Monroe Wickes paid	4.00
Doctor's Bill of Monroe Wickes paid	5.00
Medicines for Monroe Wickes paid	1.50
Miscellaneous	<u>2.15</u>
Total	\$ 204.95

STATE OF MARYLAND

to wit:

BLATIMORE CITY

I HEREBY CERTIFY that on this 16 day of July, 1952, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Lena Richardson Willis Bailey and made oath in due form of law that the above account is true and accurate to the best of her knowledge, and that no part of the same has been paid to her.

*Charlotte R. Murray*  
CHARLOTTE R. MURRAY  
Notary Public

Seal's  
Place

*Filed July 28, 1952*

*Complainant's Exhibit No 8*

*Filed Nov. 30, 1966*

(over)

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from the original Statement of Lena Willis Richardson Bailey, that was filed in the office of Clerk of Circuit Court for Queen Anne's County on July 28, 1952, and will remain there permanently.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 25th day of November in the year nineteen hundred and sixty-six.

Charles W. Cecil  
Clerk

LENA RICHARDSON WILLIS BAILEY  
vs.  
ELIZABETH BOLTON WICKES MOORE

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 3807

2/  
10

\*\*\*\*\*  
DECREE PRO CONFESSO  
\*\*\*\*\*

It appearing from the proceedings in this cause that the defendant, Elizabeth Bolton Wickes Moore, having been duly summoned to appear and answer the Bill of Complaint filed in this cause and having failed to appear and answer thereto according to the exegency of the Writ;

It is thereupon this *7th* day of *October*, 1955, by the Circuit Court for Queen Anne's County, In Equity, ADJUDGED, ORDERED and DECREED that the Complainant be entitled to relief in the premises, that the Bill of Complaint be and it is hereby taken pro confesso against the defendant; but that it doth not with certainty appear to what relief the Plaintiff is entitled.

It is further ADJUDGED and ORDERED that leave be granted to the Complainant to take testimony before any one of the standing examiners of this Court to support the allegations of the Bill.

*W. R. Harney*  
Judge

*Filed Oct. 7, 1955*

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from the original Decree Pro Confesso that was filed in the office of Clerk of Circuit Court for Queen Anne's County on October 7, 1955, and will remain there permanently.



In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County this 25th day of November in the year nineteen hundred and sixty-six.

*Charles W. Cecil*  
Clerk

*Complainants' Exhibit No. 9*  
*Filed Nov. 30, 1966*  
LIBER 4 PAGE 535

# 39,188

RECEIVED FOR RECORD

June 4, 1957

11  
 This Deed made this **first** day of **June**,

in the year one thousand nine hundred and **fifty-seven**, between and by Benjamin Pierce, Jr., single-man, Evelyn P. Cook, widow, both of Queen Anne's County, Maryland, and Mary P. Jones and William Jones, her husband, of Queen Anne's County, Maryland, parties of the first part, and Percy Pierce, of Queen Anne's County, Maryland, party of the second part.

WITNESSETH: That, in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Benjamin Pierce, Jr., single-man, Evelyn<sup>P.</sup>/Cook, widow, and Mary P. Jones and William Jones, her husband, do hereby grant and convey unto Percy Pierce, his heirs and assigns, all their right, title, interest, property, share and estate in and to the following described property, to wit:

ALL that lot, tract and parcel of land, known or formerly known as "The Monroe Wicks Property", "The Elizabeth Pierce Wicks Property" or "The Dr. John R. Benton Lot", situate, lying and being in Coxes Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, located on the west side of Emma Lewis' Cove, a branch of Crab Alley Creek, and located on the left or east side of the public road known as "The Crab Alley Landing Road" being that road which leads easterly from the Coxes Neck Public Road at the property of one Annie White to run to Crab Alley Creek or Emma Lewis' Cove and the Oyster Packing House of Oscar Dunn, which said property is bounded on the north by the lands of Rachel Green, bounded on the east by said Emma Lewis' Cove, bounded on the south by the lands of Oscar Dunn, and bounded on the west by said Crab Alley Landing Road, and containing One (1) Acre of land, more or less.

Being the same property of which Elizabeth Pierce Wicks, nee Elizabeth Pierce, died seized and possessed, intestate, on September 19, 1954, and which descended unto her only heirs at law, the said Benjamin Pierce, Jr., Evelyn P. Cook, Mary Jones and Percy Pierce, they being her brothers and sisters; and being the same property which descended unto the said Elizabeth Pierce Wicks, wife and widow of Monroe Wicks, who died about ten years before the said Elizabeth Pierce Wicks, his wife, the said Monroe Wicks having no father or mother, no children and no brothers and sisters surviving him; and being the same property conveyed unto Monroe Wicks by Dr. John R. Benton and wife by deed dated February 28, 1923, and recorded in Land Liber J. F. R. No. 10, folio 326.

(Note: Elizabeth Pierce Wicks and Monroe Wicks, her husband, both died in Queen Anne's County, Maryland, intestate. Both of these parties lived in Queen Anne's County, Maryland, all their lives, and were married in Queen Anne's County on March 15, 1923, by a minister, Rev. Zebulon Heath.)

Filed Nov 30, 1966 Complainants Exhibit No. 10



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.

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 said Percy Pierce, 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 hereby granted and conveyed; and that they will execute such further assurance of the same as may be requisite.

WITNESS the hand and seal of said Grantor.

TEST:

<i>Charlotte A. Severa</i> as to:	<i>Benjamin Pierce, Jr.</i> (SEAL)
<i>Leola Fleury</i> as to:	<i>Benjamin Pierce, Jr.</i>
<i>Frank Blum</i> as witness	<i>Evelyn P. Cook</i> (SEAL)
to mark of Evelyn P. Cook:	<i>Evelyn P. Cook</i>
<i>William E. Pardee</i> as to:	<i>Mary Jones</i> (SEAL)
<i>William E. Pardee</i> as to:	<i>Mary P. Jones</i>
	<i>William Jones</i> (SEAL)

STATE OF MARYLAND,  
QUEEN ANNE'S COUNTY,

to wit:

I HEREBY CERTIFY, that on this 1st day of June, in the year one thousand nine hundred and fifty-seven, be fore me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Pierce, Jr., single-man, to me known to be a single man, and he acknowledged the foregoing Deed to be his act.

Witness my hand and notarial seal.

*Charlotte A. Severa*  
Charlotte A. Severa  
Notary Public.



*July Nov 30. 1966*

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

I HEREBY CERTIFY, that on this 1<sup>st</sup> day of June, 1957, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Evelyn Cook, widow, to me personally known to be a widow, and she acknowledged the foregoing DEED to be her act.  
Witness my hand and notarial seal.



Lola Cleverger  
Lola Cleverger,  
Notary Public.

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

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of June, 1957, before the Subscriber, a Notary Public of the State of Maryland, in and for QUEEN ANNE'S County, personally appeared Mary P. Jones and William Jones, her husband, and they each acknowledged the foregoing DEED to be their respective act.  
Witness my hand and notarial seal.



Helen E. Spadee  
Notary Public, Helen E. Spadee.

#39,189

LIBER

35 PAGE

6

RECEIVED FOR RECORD

June 4, 1957

12 This Deed made this third day of June,

in the year one thousand nine hundred and fifty-seven, by Percy G. Pierce and Lina C. Pierce, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH: That, in consideration of the sum of One Dollar, the said Percy G. Pierce and Lina C. Pierce, his wife, do hereby grant and convey unto Frances G. Legg, her heirs and assigns, in fee simple, the following described property and real estate, to wit:

ALL that lot, tract and parcel of land, known or formerly known as "The Monroe Wicks Property", "The Elizabeth Pierce Wicks Property", or "The Dr. John R. Boston Lot", situate, lying and being in Coxes Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, located on the west side of Emma Lewis' Cove, a branch of Crab Alley Creek, and located on the left or east side of the public road known as "The Crab Alley Landing Road" being that road which leads easterly from the Coxes Neck Public Road at the property of one Annie White to run to Crab Alley Creek or Emma Lewis' Cove and the Oyster Packing House of Oscar Dunn, which said property is bounded on the north by the lands of Rachel Green, bounded on the east by said Emma Lewis' Cove, bounded on the south by the lands of Oscar Dunn, and bounded on the west by said Crab Alley Landing Road, and containing One (1) Acre of land, more or less.

Being the same property conveyed unto Percy Pierce by Benjamin Pierce, Jr., and others by deed dated June 1st, 1957, and to be recorded immediately preceding the recording of this deed; and being the same property in which the said Percy Pierce, as one of the heirs at law and brother of Elizabeth Pierce Wicks received an undivided one-fourth interest; and in which said property Benjamin Pierce, Jr., and Evelyn Pierce Cook and Mary Pierce Jones, the other brother and sisters of the said Elizabeth Pierce Wicks, deceased, received an undivided one-fourth interest each as the only heirs at law of the said Elizabeth Pierce Wicks along with the said Percy G. Pierce.

Filed Nov 30, 1966

Complainants Exhibit No 11  
(consisting of 4 Deeds)

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.

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 said Frances C. Legg, her heirs and assigns, in fee simple.

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 hereby granted and conveyed; and that they will execute such further assurance of the same as may be requisite.

WITNESS the hand and seal of said Grantor.

TEST:

Helen E. Pardee  
Helen E. Pardee  
Helen E. Pardee  
Helen E. Pardee

Percy G. Pierce (SEAL)  
Percy G. Pierce  
Lina C. Pierce (SEAL)  
Lina C. Pierce

(SEAL)

(SEAL)

STATE OF MARYLAND,

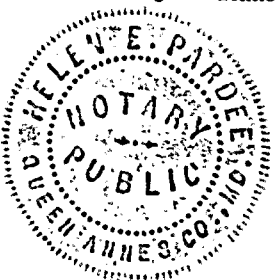
QUEEN ANNE'S COUNTY,

to wit:

I HEREBY CERTIFY, that on this 2nd day of June, in the year one thousand nine hundred and fifty-seven, be fore me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Percy G. Pierce and Lina C. Pierce, his wife, and they acknowledged the foregoing Deed to be their act.

Witness my hand and notarial seal.

Helen E. Pardee  
Helen E. Pardee,  
Notary Public.



# 39,190

LIBER 35 PAGE 8

RECEIVED FOR RECORD

June 4 1957

This Deed made this third day of June,

in the year one thousand nine hundred and fifty-seven, by Frances C. Legg,  
single-lady, of Queen Anne's County, Maryland.

WITNESSETH: That, in consideration of the sum of One Dollar, the said  
Frances C. Legg, single-lady, does hereby grant and convey unto Percy G. Pierce and  
Lina C. Pierce, his wife, as tenants by the entireties, their assigns, the survivor of  
them, his or her heirs and assigns, in fee simple, the following described peroperty  
and real estate, to wit:

All that lot, tract and parcel of land, known or formerly known as  
"The Mearce Wicks Property"; "The Elizabeth Pierce Wicks Property" or "The Dr. John  
R. Benton Lot", situate, lying and being in Coxes Neck, on Kent Island, in the  
Fourth Election District of Queen Anne's County, State of Maryland, located on  
the west side of Emma Lewis' Cove, a branch of Crab Alley Creek, and located on the left  
or east side of the public road known as "The Crab Alley Landing Road" being that road  
which leads easterly from the Coxes Neck Public Road at the property of Annis White  
to run to Crab Alley Creek or Emma Lewis' Cove and the Oyster Packing House of  
Oscar Dunn, which said property is bounded on the north by the lands of Rachel  
Green, bounded on the east by said Emma Lewis' Cove, bounded on the south by the  
lands of Oscar Dunn, and bounded on the west by said Crab Alley Landing Road,  
and containing One (1) Acre of land, more or less.

Being the same property conveyed unto the Grantor herein by Percy G. and  
Lina C. Pierce by deed bearing even date herewith and intended to be recorded im-  
mediately preceding the recording of this deed.

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.

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 said Percy G. Pierce and Lina C. Pierce, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee simple.

AND the said Grantor

hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurance of the same as may be requisite.

WITNESS the hand and seal of said Grantor.

TEST:

*Helen E. Pardee*  
Helen E. Pardee

*Frances C. Legg* (SEAL)  
Frances C. Legg.

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

STATE OF MARYLAND,

to wit:

QUEEN ANNE'S COUNTY,

I HEREBY CERTIFY, that on this 3rd day of June, in the year one thousand nine hundred and fifty-seven, be fore me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frances C. Legg, single-lady, to me personally known to be a single lady, and she acknowledged the foregoing Deed to be her act.

Witness my hand and notarial seal.



*Helen E. Pardee*  
Helen E. Pardee,  
Notary Public.

6-4-65 Original mailed to Lina C. Pierce  
Chester, Md.

No. S. 372.1  
RECEIVED FOR RECORD Sept. 30, 1965

THIS DEED, made this 30<sup>th</sup> day of April, in the year nineteen hundred and sixty-five, by and between Percy G. Pierce and Lina C. Pierce, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and Dorothy E. Connolly, single, of Queen Anne's County, State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of One (\$1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, the said parties of the second part do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot, tract and parcel of land, known or formerly known as "The Monroe Wicks Property", "The Elizabeth Pierce Wicks Property" or "The Dr. John R. Benton Lot", situate, lying and being in Coxes Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, located on the West side of Emma Lewis' Cove, a branch of Crab Alley Creek, and located on the left or East side of the public road known as "The Crab Alley Landing Road" being that road which leads Easterly from the Coxes Neck Public Road at the property of Annie White to run to Crab Alley Creek or Emma Lewis' Cove and the Oyster Packing House of Oscar Dunn, which said property is bounded on the North by the lands of Rachel Green, bounded on the East by said Emma Lewis' Cove, bounded on the South by the lands of Oscar Dunn, and bounded on the West by said Crab Alley Landing Road, and containing One (1) Acre of land, more or less.

BEING the same land granted and conveyed unto Percy G. Pierce and Lina C. Pierce, his wife, by deed dated the 3rd day of June, 1957, from Frances C. Legg, single, and recorded in Liber T. S. P. No. 35, folio 8, a Land Record Book for Queen Anne's County.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, 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 party of the second part, her heirs and assigns, in fee simple, forever.

AND the said parties of the first part do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; and that they will 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.

WITNESS:

Percy G. Pierce (SEAL)  
Percy G. Pierce

Anna J. Collins

Lina C. Pierce (SEAL)  
Lina C. Pierce, his wife,

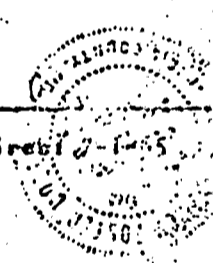
ROBERT B. PRICE JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
720-1000

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

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of April 1965, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Percy G. Pierce and Lina C. Pierce, his wife, and each acknowledged the foregoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

James Doster  
Notary Public  
My commission expires 2-1-65



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 14, folio 550, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 25th day of November in the year nineteen hundred and sixty-six.

Charles W. Ceal  
Clerk



No 5372.2

Re L.A. 222 RECEIVED FOR RECORD Apr. 30, 1965

THIS DEED, made this 30<sup>th</sup> day of April, in the year nineteen hundred and sixty-five, by and between Dorothy E. Connolly, single lady, of Queen Anne's County, State of Maryland, party of the first part; and Lina C. Pierce, Thomas Pierce and Percy Pierce, Jr., of Queen Anne's County, State of Maryland, parties of the second part.

WITNESSETH, that for and in consideration of the sum of One (\$1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, as joint tenants, and not as tenants in common, their assigns and unto the survivor of them, in fee simple, the following described real estate, to wit:

ALL that lot, tract and parcel of land, known or formerly known as "The Monroe Wicks Property", "The Elizabeth Pierce Wicks Property" or "The Dr. John R. Benton Lot", situate, lying and being in Coxes Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland located on the West side of Emma Lewis' Cove, a branch of Crab Alley Creek, and located on the left or East side of the public road known as "The Crab Alley Landing Road" being that road which leads Easterly from the Coxes Neck Public Road at the property of Annie White to run to Crab Alley Creek or Emma Lewis' Cove and the Oyster Packing House of Oscar Dunn, which said property is bounded on the North by the lands of Rachel Green, bounded on the East by said Emma Lewis' Cove, bounded on the South by the lands of Oscar Dunn, and bounded on the West by said Crab Alley Landing Road, and containing One (1) Acre of land, more or less.

BEING the same land granted and conveyed unto Dorothy E. Connolly, single, by Percy G. Pierce and wife, by deed of even date herewith, and recorded, or intended to be recorded, immediately prior hereto.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, and/or alloys, 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 parties of the second part, as joint tenants, and not as tenants in common, their assigns and unto the survivor of them, in fee simple, forever.

AND the said party of the first part does hereby covenant that she has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby

6-4-65 Original mailed to Lina C Pierce  
Charter, Md.

ROBERT R. PRICE, JR.  
ATTORNEY AT LAW  
CENTREVILLE, MARYLAND  
720-1000

granted and conveyed; and 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 hands and seals of the said Grantor.

WITNESS:

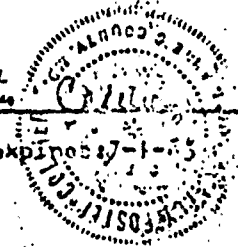
Robert K. Pugh Jr Dorothy E. Connolly (SEAL)  
Dorothy E. Connolly

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

I HEREBY CERTIFY, that on this 3<sup>rd</sup> day of April 1965, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Dorothy E. Connolly, single, and she acknowledged the foregoing Deed to be her respective act.

WITNESS my hand and Notarial Seal.

James J. O'Brien  
Notary Public  
My commission expires 7-1-65



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 14, folio 552, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 25th day of November in the year nineteen hundred and sixty-six.

Charles W. Cecil  
Clerk

*Filed Nov 30, 1966*

12

**Petition for Letters Testamentary**

To the Honorable, the Judges of the Orphans' Court of Queen Anne's County:

In the matter of the probate of the last Will and Testament of ~~XXXXXXXXXX~~  
MONROE WICKS, deceased.

The petition of Lena Willis, now Lena Bailey

respectfully showeth that she  
is the Executrix named in the last Will and Testament of MONROE WICKS

dated the 26th day of January, A.D.,  
1940. That said MONROE WICKS

was a resident of Queen Anne's County, State of Maryland, and departed this life at 1122 Argyle  
Avenue, Baltimore, Maryland ~~in said County~~, on Sunday the  
24th day of March, A.D., 1940, at  
o'clock M. That said decedent left surviving him the following heirs, viz.:

(NOTE—Here name all heirs of deceased, their ages and places of residence)

Wife, Elizabeth Wicks - deceased, September 19, 1954

Therefore the said Lena Willis, now Lena Bailey respectfully  
applies for probate of said Last Will and Testament and for Letters Testamentary thereon.

*Lena A Bailey*

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

I hereby certify that on this 14<sup>th</sup> day of September in the year  
nineteen hundred and sixty five, before the subscriber, the Register of Wills of Queen  
Anne's County, personally appeared Lena Willis, now Lena Bailey

the petitioner named in the above application, and made oath in due form of law that the matters  
and things stated in the foregoing application are true to the best of her knowledge and belief.

*Joseph E. [Signature]*  
Register of Wills for Queen Anne's County

Complainant's Exhibit No. 12  
(consisting of petition and report)

4 PAGE 547

Filed Nov. 30, 1966

In the Orphans' Court for Queen Anne's County, Maryland, etc.

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Petition for Letters Testamentary in re:  
Estate of MONROE WICKS, deceased,

as filed and passed in this office on September 14th, 1965

and recorded in Liber E.C.W. No. 5 Folio 554

in Record Book of PETITIONS AND ORDERS

in the Orphans' Court for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 25<sup>th</sup> day of November 1966.

*[Handwritten Signature]*  
Register of Wills for Queen Anne's County, Maryland

*Filed 11/30/1966*

# INFORMATION REPORT

By Lena Willis, now Lena Bailey ..... Executor ~~Administrator~~  
 Of The Estate of MONROE WICKS ..... Deceased

Give the following information so far as known to you:

1. Did the deceased, within two years prior to his death, make any transfer of any material part of his property in the nature of a final disposition or distribution thereof, other than bona fide sales for an adequate and full consideration in money or moneys worth?

(Answer, Yes or No) NO

If so, give the following information as to each such transfer:

Date of Transfer	Name and Relationship of Transferee	Address	Nature of Property Transferred

2. Did the deceased, at the time of his death, have any interest as joint tenant in any real or personal property including bank or building or homestead association accounts?

(Answer, Yes or No) NO

If so, give the following information as to all such jointly owned property:

Name and Relationship of Joint Owner	Address	Nature of Property Owned

3. Did the deceased, at the time of his death, have an interest in any real or personal property for life or for a term of years, or any other interest less than absolute, in trust or otherwise?

(Answer, Yes or No) NO

If so, give the following information:

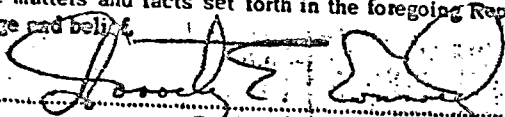
Description of interest Less than absolute	Date and type of instrument establishing interest	Name and address of successor, owner or beneficiary and relationship

The matters and facts set forth in this Report are true and complete to the best of my knowledge and belief.

Date September 14-1965 Lena A Bailey  
 Executor ~~Administrator~~

On this 14<sup>th</sup> day of September, 1965, came Lena Willis, now Lena Bailey, Executor ~~Administrator~~ of the Estate of MONROE WICKS

deceased, and made oath before the subscriber in due form of law that the matters and facts set forth in the foregoing Report are true and complete to the best of her knowledge and belief.

  
 Register of Wills

### INSTRUCTIONS

1. Every Executor or Administrator is required by Section 155 of Article 61 (1957 Code) to file this Report under oath with the Register of Wills within three months after the grant of his letters.
2. The Report may be sworn to before any officer authorized to administer oaths.
3. If, after filing his Report, the Executor or Administrator learns of any other such transfer or jointly owned property not included in this Report, he is required by law to file immediately a further Report containing such information.

In the Orphans' Court for Queen Anne's County, Maryland, Sc

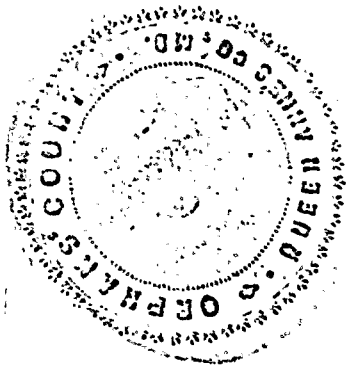
The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of Information Report filed by Lena A. Bailey,  
Executrix under the Will of MONROE WICKS, deceased,

as filed and passed in this office on September 14th, 1965

and recorded in Liber E.C.W. No. 5 Folio 554

in Record Book of PETITIONS AND ORDERS

in the Orphans' Court for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF I hereunto subscribe my  
name and affix the seal of my office this 25<sup>th</sup>  
day of November 66.  
1966

*[Handwritten Signature]*  
Register of Wills for Queen Anne's County, Maryland

*Filed Nov 30. 1966*

14

IN THE MATTER OF THE ESTATE \* IN THE ORPHANS' COURT FOR  
 OF \* QUEEN ANNE'S COUNTY  
 MONROE WICKS, DECEASED \* No. 3770

PETITION BY EXECUTRIX FOR AUTHORITY TO SELL  
 REAL ESTATE OF THE DECEDENT UNDER ARTICLE 93,  
 SECTION 319, OF THE ANNOTATED CODE OF MARYLAND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Lena Bailey, Executrix, of the Estate of Monroe Wicks, deceased, respectfully sets forth:

1. That the said Monroe Wicks departed this life on March 24, 1940, a resident of Queen Anne's County, Maryland, and that your Petitioner qualified as Executrix of the Estate of Monroe Wicks on the 14th day of September, 1965, in the Orphans' Court of Queen Anne's County, State of Maryland.

2. That the said decedent died seized and possessed of the following described real estate:

ALL that lot, tract and parcel of land, known or formerly known as "The Monroe Wicks Property", or "The Dr. John R. Benton Lot", situate, lying and being in Coxes Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, located on the west side of Emma Lewis' Cove, a branch of Crab Alley Creek, and located on the left or east side of the public road known as "The Crab Alley Landing Road" being that road which leads easterly from the Coxes Neck Public Road at the property of one Annie White to run to Crab Alley Creek or Emma Lewis' Cove and the Oyster Packing House of Oscar Dunn, which said property is bounded on the north by the lands of Rachel Green, bounded on the east by said Emma Lewis' Cove, bounded on the south by the lands of Oscar Dunn, and bounded on the west by said Crab Alley Landing Road, and containing One (1) Acre of land, more or less.

BEING the same property conveyed unto Monroe Wicks by Dr. John R. Benton and wife by deed dated February 28, 1923, and recorded in Liber J.F.R. No. 10, folio 326.

3. That the aforesaid real property was appraised by Claude Lowery and Harper Starkey for the sum of Two Hundred Dollars (\$200.00) said appraisal being dated the 28th day of October, 1965,

*Filed Nov 30, 1966 Complainant's Exhibit No. 13*

and returned to the Orphans' Court of Queen Anne's County for recording in this Estate on the 14th day of December, 1965.

4. That the personal Estate of the said decedent is insufficient to pay the debts of his estate.

TO THE END THEREFORE, YOUR PETITIONER PRAYS:

1. That she may be authorized and directed by this Honorable Court, pursuant to Article 93, Section 319, of the public general laws of Maryland, to sell the real estate hereinabove described at either public or private sale, and, if at private sale, at a sum not less than its appraised value, and to account for and distribute the proceeds thereof in compliance with the law governing Executors of estates and under the jurisdiction of this Court, and that she may be appointed Trustee to sell said real estate.

2. That your Petitioner may have such other and further relief as this case may require.

Respectfully submitted,

/s/ Lena Bailey  
Lena Bailey,  
Executrix of the Estate  
of Monroe Wicks

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 6th day of July, 1966, before me, the subscriber, a Notary Public, in and for the City of Baltimore, personally appeared Lena Bailey, Executrix of the Estate of Monroe Wicks, deceased, and she made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge and belief.

/s/ Clara M. Amoss  
Notary Public

314 Gralan Rd.  
Belto Md 20228

Place  
of  
SEAL



IN THE MATTER OF THE ESTATE \* IN THE ORPHANS' COURT FOR  
OF \* QUEEN ANNE'S COUNTY  
MONROE WICKS, DECEASED \* No. 3770

\* \* \* \* \*

ORDER OF COURT

UPON the foregoing Petition it is thereupon this 12th day of July, 1966, by the Orphans' Court for Queen Anne's County, ADJUDGED, ORDERED AND DECREED that the property mentioned in these proceedings, be sold. That Lena Bailey, Executrix, as Trustee, be, and she is hereby authorized and directed to make said sale provided she shall furnish satisfactory bond in the amount of One Thousand Dollars (\$1000.00), and the terms of said sale shall be as follows:

That she may sell said real estate at either public or private sale, and if at private sale, at a sum not less than its appraised value, and if at public sale, she shall give at least three (3) weeks notice by advertisement in some newspaper published in Queen Anne's County of the time, place, manner and terms of sale, which shall be for cash, and as soon as may be convenient after such sale the said Trustee shall return to this Court a full and particular account of her proceedings relative to said sale and in obtaining the Court's ratification of the sale and upon the payment of the whole purchase money (and not before) the said Trustee shall by a good and sufficient deed to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her, or the them sold, free, clear and discharged from all claims of the parties thereto, complainants and defendants, and those claiming by, from or under them or either of them.

And the said Trustee shall bring into this Court the money arising from said sale or sales to be accounted for and distributed under the direction of this Court and pursuant to the

terms of the Last Will and Testament of the decedent, Monroe Wicks, after deduction of the costs of this administration, debts of the decedent and such commissions to the said Executrix, as Trustee, as this Court shall think proper to allow.

/s/ Gordon L. Shawn

/s/ Beni. L. Coppage

/s/ Wm. Albert Roe

In the Orphans' Court for Queen Anne's County, Maryland, Sc.

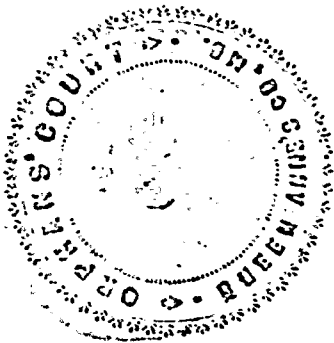
The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of Petition of Lena Bailey, executrix under the Will of MONROE  
WICKS, deceased, for authority to sell Real Estate of the decedent under Article 93  
Section 319, of the Annotated Code of Maryland, and ORDER OF COURT thereon

as filed and passed in this office on July 12, 1966

and recorded in Liber D.E.C. No. 1 Folio 212

in Record Book of Petitions and Orders

in the Orphans' Court for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF I hereunto subscribe my  
name and affix the seal of my office this 29<sup>th</sup>  
day of November 1966.

*[Handwritten Signature]*

Register of Wills for Queen Anne's County, Maryland

*Filed Nov. 30, 1966*

15

IN THE MATTER OF  
THE ESTATE OF  
MONROE WICKS, DECEASED

\*  
\*  
\*

IN THE ORPHANS' COURT  
FOR QUEEN ANNE'S COUNTY  
No. 3770

PETITION TO RESCIND ORDER  
APPOINTING TRUSTEE AND  
TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Percy G. Pierce and Lina C. Pierce, his wife, record title holders of the real estate mentioned in these proceedings, respectfully shows:

1. That by Order of this Honorable Court passed in these proceedings on or about July 12, 1966, Lena Bailey, Executrix, as Trustee, was authorized and directed to make a sale of the real estate mentioned in these proceedings, provided she shall furnish satisfactory bond in the amount of \$1000.00; and said Order further provided that she may sell said real estate at either public or private sale, and if at private sale, at a sum not less than its appraised value, and if at public sale, she shall give at least three weeks' notice by advertisement in some newspaper published in Queen Anne's County, of the time, place, manner and terms of the sale, which shall be for cash; and the said Order further provided that the Trustee shall bring into this Court the money arising from said sale or sales, to be accounted for and distributed under the direction of this Court, and pursuant to the terms of the Last Will and Testament of the decedent, Monroe Wicks, after deductions of the costs of this administration, debts of the decedent, and such commissions to the said Executrix, as Trustee, as this Court shall think proper to allow.

2. That in a petition heretofore filed herein by your petitioners, it is recited that the title to the piece of ground mentioned in these proceedings was conveyed to them as therein set forth; by deed recorded on June 4, 1957, among the Land Records of Queen Anne's County in Liber T.S.P. 35, folio 8.

*Filed Nov. 30, 1966*

*Compliments Exhibit No 14*

*Consisting of 4 pages*

3. That as will appear from the proceedings in this Court, Elizabeth Wicks, the surviving spouse of the said Monroe Wicks, filed her claim for her widow's allowance and became entitled to the property mentioned in these proceedings, she not having been mentioned in the decedent's Will.

4. That the caveat which she filed to the Will on June 11, 1940, was dismissed by this Court on or about July 20, 1965, and prior to said dismissal, nothing was done by the Executrix appointed by the Will of the late Monroe Wicks until she qualified as Executrix of the Estate of Monroe Wicks on or about September 14, 1965, and pursuant thereto, an inventory of the real estate of the decedent was filed as the only asset of the estate.

5. That the said Elizabeth Wicks, the surviving spouse of Monroe Wicks, died on September 19, 1954, intestate, leaving as her only heirs at law, her brothers and sisters, Benjamin Pierce, Jr., Evelyn P. Cook, Percy Pierce and Mary L. Jones, and hence, she departed this life with an absolute interest and title to the real estate which her deceased husband owned at the date of his death, under the law of Maryland then in force, concerning a widow's allowance.

6. That by reason of the death of Elizabeth Wicks intestate, her heirs at law above mentioned, became entitled to the real estate mentioned in these proceedings, subject only to the payment of an inheritance tax to the State of Maryland.

7. That the said heirs at law, for a valuable consideration, conveyed the property to Percy Pierce by deed dated June 1, 1957, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. 35, folio 5, and the title to the property eventually was conveyed to your petitioners by the deed hereinbefore mentioned, as tenants by the entireties.

8. That your petitioners further state that the said Lena Willis, now Lena Bailey, named as Executrix in the Will,

made no effort to clear the title to the real estate mentioned in these proceedings, nor did she qualify as Executrix until long after the expenses on the property had been currently paid as they became due, by Elizabeth Wicks and her brothers and sisters mentioned in these proceedings, and your Petitioners aver that the filing of the petition for the appointment of a Trustee, by the Executrix, to sell, is premature, and a waste of the assets of the estate, and the Order appointing her Trustee to sell, should be rescinded and she be barred from proceeding with the sale of said real estate under the Doctrine of Laches; your Petitioners further aver that she is not entitled to any commissions as Trustee or otherwise, in connection with the settlement of this estate.

9. That your petitioners claim that there are no debts due by the estate of the decedent, and if any there be, they are long since, by reason of the neglect of the Executrix, barred by the Statute of Limitations.

WHEREFORE, Your Petitioners pray this Honorable Court to pass an order rescinding its Order of July 12, 1966, nunc pro tunc; and further, to pass an Order under the provisions of Section 89 of Article 93, of the Annotated Code of Maryland, directing Lena Bailey, the Executrix under the Will of Monroe Wicks, to execute a deed to the property mentioned in these proceedings to Percy G. Pierce and Lina C. Pierce, his wife, the ultimate grantees of said property as hereinbefore set forth, or, in the alternative, to set this matter down for an immediate hearing before this Honorable Court, so that the claims of the said petitioners may be more fully outlined and presented.

And as in duty bound, etc.

Percy G. Pierce

Lina C. Pierce

Petitioners

F. Clifford Hane

F. Clifford Hane  
Attorney for Petitioners

STATE OF MARYLAND  
QUEEN ANNE'S COUNTY

\*  
\* To wit:  
\*

I HEREBY CERTIFY that on this 25th day of July, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared PERCY G. PIERCE and LINA C. PIERCE, his wife, and made oath in due form of law that the matters and facts set out in the foregoing petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Eva C. White  
Notary Public.

Place of  
SEAL

ORDER OF COURT

Upon the foregoing Petition of Percy G. Pierce and Lina C. Pierce, his wife, IT IS, this 26th day of July, 1966, ORDERED by the Orphans' Court of Queen Anne's County that the Order of this Court dated July 12, 1966, passed in these proceedings appointing Lena Bailey, Executrix under the Will of Monroe Wicks, deceased, as Trustee, to sell the Real Estate mentioned in these proceedings be and the same is hereby rescinded nunc pro tunc, and that a hearing be held before this Court on Tuesday, August 9, 1966, at 2 o'clock P.M., to determine the right of the Executrix mentioned in these proceedings to sell said Real Estate and to permit the said Percy G. Pierce and Lena C. Pierce, his wife, to present their claim to the Real Estate mentioned in these proceedings, providing a copy of this Order be served upon the said Lena Bailey, Executrix, as aforesaid, or her attorney of record (Walter Litvinuck, Esq.) on or before the 2nd day of August, 1966.

/s/ Gordon L. Shawn

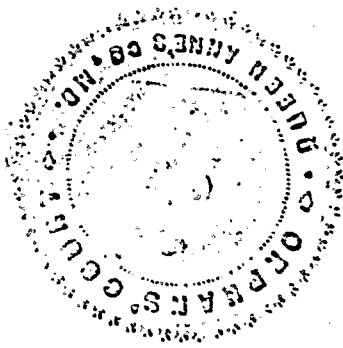
/s/ Beni. L. Coppage

/s/ Wm. Albert Roe  
Judges of the Orphans' Court of  
Queen Anne's County

In the Orphans' Court for Queen Anne's County, Maryland, Md

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Petition of Percy G. Pierce and Lina C. Pierce, his wife, to rescind Order appointing Trustee dated July 12, 1966, nunc pro tunc, and that a hearing be held filed and ORDER OF COURT rescinding said Order nunc pro tunc and setting down a hearing for Tuesday, August 9, 1966, at 2 o'clock P.M.

~~XXXXXX~~ passed in this office on July 26, 1966  
and recorded in Liber D.E.C. No. 1 Folio 238  
in Record Book of PETITIONS AND ORDERS  
in the Orphans' Court for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 29<sup>th</sup> day of November 19 66.

*[Handwritten Signature]*

Register of Wills for Queen Anne's County, Maryland

*Filed Nov 30, 1966*



16

IN THE MATTER OF THE ESTATE	*	IN THE ORPHANS' COURT FOR
OF	*	QUEEN ANNE'S COUNTY
MONROE WICKS, DECEASED	*	No. 3770

\* \* \* \* \*

ORDER OF SALE

UPON the Petition of Lena Bailey filed July 12, 1966 and heard in open Court on August 9, 1966, it is this 25th day of October, 1966, pursuant to the order of this Court dated August 23, 1966 herein, by the Orphans' Court of Queen Anne's County, ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings, be sold. That Lena Bailey, Executrix, as Trustee, be, and she is hereby authorized and directed to make said sale provided she shall furnish satisfactory bond in the amount of Twelve Hundred Dollars (\$1,200.00) and the terms of sale shall be as follows:

That she may sell said real estate at either public or private sale, and if at private sale, at a sum not less than its appraised value, and if at public sale, she shall give at least three (3) weeks notice by advertisement in some newspaper published in Queen Anne's County of the time, place, manner and terms of sale, which shall be for cash, and as soon as may be convenient after such sale the said Trustee shall return to this Court a full and particular account of her proceedings relative to said sale and in obtaining the Court's ratification of the sale and upon the payment of the whole purchase money (and not before) the said Trustee shall by a good and sufficient deed to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or to them sold, free, clear and discharged from all claims of the parties thereto, complainants and defendants, and those claiming by, from or under them or either of them.

*Complainant's Exhibit 160 15*

*Filed Nov. 30. 1966*

And the said Trustee shall bring into this Court the money arising from said sale or sales to be accounted for and distributed under the direction of this Court and pursuant to the terms of the Last Will and Testament of the decedent, Monroe Wicks, after deduction of the costs of this administration, debts of the decedent and such commissions to the said Executrix, as Trustee, as this Court shall think proper to allow.

/s/ Gordon L. Shawn

/s/ Benj. L. Coppage

/s/ Wm. Albert Roe

Judges of the Orphans' Court of  
Queen Anne's County

In the Orphans' Court for Queen Anne's County, Maryland, Sct:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Order of Sale appointing Lena Bailey, Executrix, as Trustee to sell Real Estate in the estate of MONROE WICKS, deceased,

as filed and passed in this office on October 25, 1966

and recorded in Liber D.E.C. No. 1 Folio 342

in Record Book of PETITIONS AND ORDERS

in the Orphans' Court for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 29<sup>th</sup> day of November 1966.

*[Handwritten Signature]*

Register of Wills for Queen Anne's County, Maryland

*Filed Nov 30, 1966*

17  
IN THE MATTER OF  
THE ESTATE OF  
MONROE WICKS, DECEASED.

16  
IN THE ORPHANS' COURT  
FOR QUEEN ANNE'S COUNTY  
No. 3770

TO THE HONORABLE, THE JUDGES OF SAID COURT:

And now comes Percy G. Pierce and Lina C. Pierce, his wife, parties in interest in these proceedings, and make objection to the passage by this Honorable Court of its Order dated October 25, 1966, on the following grounds:

1. That said Order attempts to revive and perpetuate the previous Order of this Court dated July 12, 1966, which it had rescinded nunc pro tunc on July 26, 1966.

2. That said Order attempts to subject the entire real estate in these proceedings to the debts of the Testator, instead of so much thereof as may be necessary to liquidate properly authenticated debts of the decedent.

3. That the Order of Court completely ignores the rights of the heirs-at-law, or their grantees, of Elizabeth Wicks, the surviving widow of Monroe Wicks, who, not having been mentioned in the Will, elected to take her legal share.

4. That the offer of Percy G. Pierce and Lina C. Pierce, his wife, parties in interest in these proceedings, to pay into the estate sufficient moneys to pay debts and administration expenses, not having been accepted, but denied by this Court, at a hearing on October 25, 1966, granted for that purpose, the only available remedy to effect the payment of the debts is by a Creditors Bill, which had previously been attempted by Lena Bailey, the sole legatee and devisee named in the Will, but abandoned in 1955.

5. That under the laws of the State of Maryland, this Court is without authority to pass this Order effecting the sale of the real estate mentioned in these proceedings, to pay the debts of

*Filed Nov. 30, 1966*

*Complainant's Exhibit No 16*  
LIBER 4 PAGE 563

the decedent, and administration expenses, there being no  
 personalty primarily responsible therefor, in the estate.  
 (Article 16, Section 157, of the Annotated Code of Maryland).

Respectfully submitted,

F. Clifford Hane

F. Clifford Hane

Attorney for Percy G. Pierce  
 and Lina C. Pierce, his wife.

Filed: October 27 - 1966

In the Orphans' Court for Queen Anne's County, Maryland, Sr.

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
 going is a true copy of Objections to Order of Court passed October 25, 1966, in  
 re: Sale of Real Estate in the estate of MONROE WICKS, deceased, filed by  
F. Clifford Hane, attorney, for Percy G. Pierce and Lina C. Pierce, his wife,

as filed and passed in this office on October 27, 1966

~~and recorded in Liber~~

~~NO.~~

~~FOLIO~~

~~in Record Book of~~

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 29<sup>th</sup>  
 day of November 1966.

*Joan E. Conroy*

Register of Wills for Queen Anne's County, Maryland

*Filed Nov 30, 1966*

18

Percy Pierce and  
Lina C. Pierce, his wife  
Thomas Pierce  
Percy Pierce Jr

vs.

Lena Willis Bailey  
Individually & as Executrix  
and Trustee of Monroe  
Wicks, deceased

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

No. 4824

Judgment

Int. from

Costs

Credits

Recorded in Liber \_\_\_\_\_ folio \_\_\_\_\_

Mr.

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

You will please *subpoena in above mentioned case*  
*returnable to the January return day*

*Sheppard Stone*  
Attorney for *Complainants*

*Filed Nov. 30. 1966*

PERCY G. PIERCE  
LINA C. PIERCE, his wife,  
THOMAS PIERCE and  
PERCY PIERCE, JR.  
all of Chesterm Maryland,  
Complainants

vs.

LENA WILLIS BAILEY, Individually  
and as Executrix and Trustee  
of the Estate of Monroe Wicks,  
deceased  
33 Dunbar Avenue  
Catonsville, Maryland 21228

\* IN THE  
\* CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 4824  
\*

ORDER.

Upon the foregoing Bill of Complaint for Injunction and  
to construe the Last Will and Testament of Monroe Wicks, deceased,  
and Further Administration thereof in this Court, IT IS THIS  
2nd day of December, 1966, ORDERED by the Circuit Court  
for Queen Anne's County, In Equity, that Lena Bailey, Executrix  
as Trustee be and she is hereby required to show Cause on or  
before the 17th day of *January, 1967* ~~December, 1966~~ why an Injunction  
as prayed in the Bill of Complaint should not be issued; provided  
a copy of this Bill of Complaint and This Order be served upon  
her on or before the 2nd day of *January, 1967* ~~December 1966~~.

*Sheppard Stone Jr*  
Judge

*Filed Dec. 2. 1966*

19

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

20

January Return Day

File No. 4824

Docket C.W.C.#1, fol. 216

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

TO: Lena Willis Bailey, Individually and as Executrix and Trustee of the Estate of Monroe Wicks, deceased, 33 Dunbar Avenue Catonsville, Maryland 21228

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of January, next, to answer an action at the suit of

Percy G. Pierce, Lina C. Pierce, his wife, Thomas Pierce and Percy Pierce, Jr. all of Chester, Maryland,

Issued the 2nd day of December 19 66

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: F. Clifford Hane Wye River, Queenstown, Md. 21658 ADDRESS: 827-8787

Charles Cecil Clerk (Seal of Court)

NAME:

ADDRESS:

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE January 17, 19 66, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Dec. 14, 1966

Copy summons, Bill of Complaint & Order of Court  
served on Lena Willis Bailey this 10<sup>th</sup> day of December 1966

Fee  
4.00

Robert L. Doyle  
Sheriff

Chy. No. 4824

527

Return

Percy G. Pierce et al

vs.

Lena Willis Bailey, Individ.  
etc.

Served 12-10-66

Summons, bill of complaint and  
show cause order to be served

PERCY G. PIERCE,  
LINA C. PIERCE, his wife,  
THOMAS PIERCE and  
PERCY G. PIERCE, JR.  
all of Chester, Maryland

Complainants

vs.

LENA WILLIS BAILEY, Individually  
and as Executrix and Trustee of  
the Estate of Monroe Wicks,  
deceased  
33 Dunbar Avenue  
Catonsville, Maryland 21228

\* IN THE CIRCUIT COURT

\* FOR

\* QUEEN ANNE'S COUNTY

\* IN EQUITY

\* No. 4824

MOTION RAISING PRELIMINARY  
OBJECTION UNDER RULE 323

Now comes the Respondent, Lena Willis Bailey, by Walter Litvinuck, her solicitor, and moves to dismiss the above entitled action on the ground that venue in this action is improper in that the Respondent resides in Baltimore County, Maryland, and not in Queen Anne's County, and is self-employed in Baltimore County and is not regularly engaged in any avocation or employment in Queen Anne's County, and is therefore amenable to a suit of this type only in Baltimore County, Maryland.

*Walter Litvinuck*

Walter Litvinuck  
Chester, Maryland 21619  
Phone: 643-5081

Attorney for Respondent

STATE OF MARYLAND,

CITY OR COUNTY OF *Queen Annes*

ss:

I HEREBY CERTIFY, that on this *15th* day of January, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County of *Queen Annes*, personally appeared LENA WILLIS BAILEY, and she made oath in due



form of law that the matters and facts set forth in foregoing Motion are true and correct.

WITNESS my hand and Notarial Seal.



Elizabeth A. Severa  
Notary Public

CERTIFICATE

I HEREBY CERTIFY, that I have caused a copy of the Within Motion to be mailed to F. Clifford Hane, Esquire, Wye River, Queenstown, Maryland, Attorney for Complainants on this 15<sup>th</sup> day of January, 1967.

Walter Litvinuck  
Walter Litvinuck

Filed Jan. 16. 1967

22  
 PERCY G. PIERCE,  
 LINA C. PIERCE, his wife,  
 THOMAS PIERCE and  
 PERCY G. PIERCE, Jr.  
 all of Chester, Maryland,  
 Complainants,

vs.

LENA WILLIS BAILEY, Individually  
 and as Executrix and Trustee of  
 the Estate of Monroe Wicks,  
 deceased,  
 33 Dunbar Avenue  
 Catonsville, Maryland 21229,  
 Respondent.

\* IN THE

\*  
 \*  
 \* CIRCUIT COURT  
 \*

\* FOR QUEEN ANNE'S COUNTY

\* In Equity

\* No. 4824  
 \*

MOTION NE RECIPIATUR TO MOTION RAISED  
 IN PRELIMINARY OBJECTION UNDER RULE 323

And now come the Complainants, Percy Pierce, Lina C. Pierce, his wife, Thomas Pierce and Percy G. Pierce, Jr., by F. Clifford Hane, their attorney, and file this Motion Ne Recipiatur to the Respondent's Motion Raising Preliminary Objection under Rule 323, and aver that the action was properly brought under Article 16, Section 100 of the Annotated Code of Maryland, and pursuant to Rule 103 of the Maryland Rules of Procedure.

Further replying to said Motion, these Complainants aver that the property mentioned in these proceedings is situate in the Fourth Election District of Queen Anne's County, and is now under the jurisdiction of the Orphans' Court for Queen Anne's County, the said Respondent having been appointed therein as Executrix and Trustee.

*F. Clifford Hane*  
 F. Clifford Hane  
 Attorney for Complainants  
 Wye River  
 Queenstown, Md. 21658  
 827-8787

I hereby certify that I have caused a copy of the within Motion to be mailed to Walter Litvinuck, Esq., Chester, Maryland, 21619, Attorney for Respondent, on this 30th day of January, 1967.

*F. Clifford Hane*  
 F. Clifford Hane

*Filed Jan 31, 1967*

23

PERCY G. PIERCE, et al.	*	IN THE
Complainants	*	CIRCUIT COURT
vs.	*	FOR
LENA WILLIS BAILEY	*	QUEEN ANNE'S COUNTY
Respondent	*	IN EQUITY No. 4824
	*	

ANSWER TO BILL OF COMPLAINT

Lena Willis Bailey, Respondent, by Walter Litvinuck, her attorney, in answer to the Bill of Complaint, says:

1. She admits the allegations of Paragraph One.
2. She admits the allegation of Paragraph Two.
3. She admits the allegations of Paragraph Three.
4. She admits the allegation of Paragraph Four.
5. She admits the allegations of Paragraph Five.
6. She admits the allegations of Paragraph Six.
7. She admits the allegations of Paragraph Seven.
8. She admits the allegations of Paragraph Eight.
9. She admits the allegations of the first and third sentence of Paragraph Nine and denies the allegations of the second sentence of Paragraph Nine.
10. She admits Paragraph Ten.
11. She admits Paragraph Eleven.
12. She admits Paragraph Twelve.
13. She admits the allegations of Paragraph Thirteen but denies that Monroe Wicks left no personal property. The personal property was converted illegally by the Widow, Elizabeth Wicks and others and therefore the Widow, heirs and complainants should be barred from any interest in the property of Monroe Wicks.
14. She admits Paragraph Fourteen.
15. She admits the allegations of Paragraph Fifteen except that she denies the Orphans Court was disregarding the rights of the surviving widow, Elizabeth Wicks.

*Filed June 7, 1967*

16. Respondent declines to answer Paragraph Sixteen, it is argumentative, makes allegations of law and is ill pleaded.

17. She admits Paragraph Seventeen.

18. She admits the allegations of Paragraph Eighteen except, she denies the Orphans' Court was disregarding the rights of the surviving widow, Elizabeth Wicks.

19. She admits the allegations of Paragraph Nineteen.

20. She denies the allegations of the first sentence of Paragraph Twenty. She admits the allegations of the second sentence of Paragraph Twenty. She admits the allegations of the third sentence of Paragraph Twenty except, she denies that the suggestion of death would have allowed the estate to recover for the converted assets of the estate.

21. She denies the allegations of Paragraph Twenty-one and further says, the Respondent was entitled by statute to offer the will for probate and that the Complainants cannot complain of the valid exercise of a statutory power.

22. She denies the allegations of Paragraph Twenty-two.

23. She denies the allegations of Paragraph Twenty-three.

24. She denies the allegations of Paragraph Twenty-four and further says that said presumption would be instantly rebutted by the allegations of the Bill of Complaint and supporting documents.

25. She denies the allegations of Paragraph Twenty-five.

26. And further answering said Bill of Complaint, the Respondent says that the failure to dispose of the ineffective and groundless caveat pending over the years which the Complainants and their privies failed to dismiss and have tried and therefore any allegations of laches on the part of Respondent is barred by the Doctrine of Dirty Hands since Complainants and their privies are guilty of laches.

WHEREFORE, Respondent prays:

1. That the Bill of Complaint be dismissed, with cost.

2. Such other and further relief as the case may require.

*Walter Litvinuck*

Walter Litvinuck  
Chester, Maryland 21619  
Phone: 643-5081

Attorney for Respondent

CERTIFICATION OF SERVICE

I HEREBY CERTIFY that I have caused a copy of the within Answer to be mailed to F. Clifford Hane, Esquire, Wye River, Queenstown, Maryland, 21658, Attorney for Complainants, this 7th day of June, 1967.

*Walter Litvinuck*

Walter Litvinuck

*Filed June 7, 1967*

<sup>24</sup>  
In the Circuit Court  
for Queen Anne's County

No. \_\_\_\_\_ Term, 19\_\_

vs.

*Lena Willie Bailey*

Mr. *Charles Cecil* Clerk.

*Eq# 4824*

Issue Writ of Subpoena for

*W. OSCAR DUNN*  
*Chester, Md*

*to appear 10:00 AM*  
*Dec 11, 1968 circuit*  
*Court for Queen Anne's*  
*County.*

to testify for *Defendant*

in the above entitled case.

*Walter Litvinuck*

Attorney for *Defendant*

Filed *10th* day of *December* 19*68*

*Charles Cecil* Clerk

25/ No. 4824 Chy.

Percy G. Pierce et al

vs.

Lena Willis Bailey Individually  
and as Executrix and Trustee.

### State of Maryland

To W. Oscar Dunn

Chester, Md.

You are hereby commanded to be and appear before  
the Circuit Court for Queen Anne's County, Centreville,  
Maryland, on the 11th day of  
December, 1968, @ 10:00 o'clock A.M.,  
to testify for the

Defendant

in the above entitled case.

Issued this 10th day of  
December, 1968

Witness the Honorable Chief Judge of the Second  
Judicial Circuit of Maryland.

Charles W. Cecil Clerk

Attorney for Defendant  
Walter Litvinuck  
Chester, Md.

Filed Dec 11, 1968

26/508

ESTATE OF

MONROE WICKS

DECEASED.

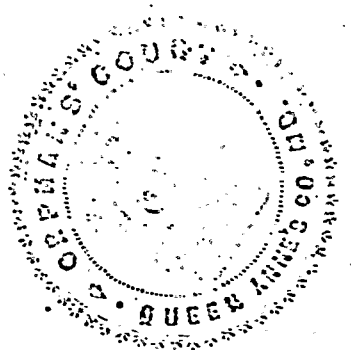
DATE OF LETTERS

September 14, 1965

WHEN PASSED	NAMES OF THE CREDITORS	CHARACTER OF THE CLAIMS	INTEREST DUE FROM	AMOUNT OF CLAIM
December 14	Lena A. Bailey	Monies advanced		\$ 347 95

For the Orphans' Court for Queen Anne's County, Maryland, Set

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Claim of Lena A. Bailey for monies advanced, in the amount of \$347.95, in the estate of Monroe Wicks, late of Queen Anne's County, deceased, approved by the Judges of the Orphans' Court December 14, 1965. as filed and passed in this office on December 14, 1965 and recorded in Liber M.S.D. No. 1 Folio 508 in Record Book of Clara Doctat in the Orphans' Court for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF I herewith subscribe my name and affix the seal of my office this 11th day of December 1968.

*Madeline S. Matthews*  
Register of Wills for Queen Anne's County, Maryland

summond-12-10-68  
walter clough  
Deputy Sheriff

26

Filed Dec: 11, 1968

27

July 16, 1952

STATEMENT OF LENA WILLIS RICHARDSON BAILEY, DR.

TO: ESTATE OF MONROE WICKES, DECEASED

TO:

Lillian Pitts (rent of Monroe Wickes from February 25 to March 24, 1940)	\$ 40.00
H. Weis and Son (payment for oil stove for Monroe Wickes)	34.10
Alex Moore (transportation for Monroe Wickes)	35.00
Robert Williams, Undertaker (on account rendered for burial of Monroe Wickes)	15.00
OTHER EXPENSE:	
Purchase of suit for Monroe Wickes for his burial	7.50
Hospital Bill of Monroe Wickes paid	60.70
Laundry Bill of Monroe Wickes paid	4.00
Doctor's Bill of Monroe Wickes paid	5.00
Medicines for Monroe Wickes paid	1.50
Miscellaneous	<u>2.15</u>
Total	\$ 204.95

STATE OF MARYLAND

to wit:

BALTIMORE CITY

I HEREBY CERTIFY that on this 16 day of July, 1952, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Lena Richardson Willis Bailey and made oath in due form of law that the above account is true and accurate to the best of her knowledge, and that no part of the same has been paid to her.

*Charlotte R. Murray*  
CHARLOTTE R. MURRAY  
Notary Public

*Filed July 28, 1952*

True Copy

Test: *Charles W. Cecil* Clerk

*Filed Dec 11, 1968*



28  
2/1

STATE OF MARYLAND  
**STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**  
OFFICE OF  
SUPERVISOR OF ASSESSMENTS FOR QUEEN ANNE'S COUNTY  
CENTREVILLE, MARYLAND

CLAUDE LOWERY  
SUPERVISOR

December 12, 1968

PHONE: 758-0404

Appraisal of Monroe Wick's Land:

Lot containing one acre more or less by deed. This lot fronts on a surface treated road to Oscar Dunn's Oyster House and runs to the water of Emma Lewis Cove. The appraised value at the time of Monroe Wick's death in 1940 was \$250.00. At the time the will was probated in 1965, \$750.00 and at present, \$1,000.00.

*Claude Lowery*  
CLAUDE LOWERY

*Harper Starkey*  
HARPER STARKEY

Filed Dec 13, 1968

29

STATE OF MARYLAND  
**STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**  
OFFICE OF  
SUPERVISOR OF ASSESSMENTS FOR QUEEN ANNE'S COUNTY  
CENTREVILLE, MARYLAND

CLAUDE LOWERY  
SUPERVISOR

December 12, 1968

PHONE: 758-0404

Fees for Appraising Monroe Wick's Land:

Claude Lowery -----\$10.00

Harper Starkey -----\$10.00

*Claude Lowery*  
*Harper Starkey*

Filed Dec 13, 1968

PERCY G. PIERCE,  
 LINA C. PIERCE, his wife,  
 THOMAS PIERCE and  
 PERCY PIERCE, Jr.,  
 all of Chester, Maryland,  
 Complainants,

vs.

LENA WILLIS BAILEY, Individually \*  
 and as Executrix and Trustee \*  
 of the Estate of Monroe Wicks, \*  
 deceased, \*  
 33 Dunbar Avenue \*  
 Catonsville, Maryland 21228, \*  
 Respondent. \*

IN THE

CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

In Equity

No. 4824

MEMORANDUM RE: "HEIR"

The widow is an "heir" within the statutory definition of Article 93, Section 314 (1939 Code), Section 329 of the 1957 Code. This was held in an opinion written by Chief Judge Samuel K. Dennis, in the case of Hochstedt vs. Rhea, Executor, et al., in the Circuit Court No. 2 of Baltimore City, an opinion reported on April 10, 1943, in The Daily Record, in Baltimore City.

An heir under Bouvier's Law Dictionary is defined to be "Ordinarily used to designate those persons who answer the description at the death of a testator. In its strict and technical import applies to the person or persons appointed by law to succeed to the estate in case of intestacy. \* \* \* In the word heirs is comprehended heirs of heirs in infinitum. \* \* \* In civil law, he who succeeds to the rights and occupies the place of a deceased person."

The title to real estate under the law of Maryland vests in his heirs at his death, whether they are known or unknown. In the case of Mathews vs. Fuller, 209 Md. page 42, at page 50, it is stated:

"It is of course true that the title of a devisee to real estate generally relates back, upon probate of the will, to the date of death of the testator".

It is therefore contended in this case that the date of death of Monroe Wicks controls the vesting of title to the real

30/

estate mentioned in this case. Under the law in effect at that time, Mrs. Elizabeth Wicks had a vested interest in said real estate, subject, of course, to be divested should any personal estate prove insufficient to pay debts, the real estate could properly be sold for the balance by an appropriate creditors' bill and by a Trustee appointed by a Court of Equity for that purpose. Percy Pierce in this case is the ultimate title holder from the heirs at law of Elizabeth Wicks, the widow of Monroe Wicks. She died intestate in 1954, and her brothers and sisters at that time qualified as her heirs. The brothers and sisters, by the deed referred to in these proceedings, then conveyed to Percy Pierce their interest in their sister's estate. As was stated in the case of Hochstedt vs. Rhea, supra, the widow "has or may have a clear right to have her share of the decedent's real estate set off to her in kind by this Court (a Court of Equity) if it can be done without loss or injury; otherwise, she enjoys or will enjoy the right to have all the real estate sold, and the proceeds divided when and if it ultimately develops she has any estate, and her own clear title is established". This case further states:

"In such a partition proceeding, the creditors of the decedent have a right, if they choose to exercise it, to come in with their claims against the proceeds of the sale of real estate, on the ground that the personal estate was insufficient. \* \* \* Unless they voluntarily intervene or are made parties defendant, they are not affected by a partition and may follow the lands in the hands of purchasers".

The Court further stated:

"The widow's title to a share in decedent's real estate is therefore clouded at present by the outstanding claims of unsatisfied creditors".

In 170 A.L.R. 424, it is stated:

"An heir may lose or part with his title to property acquired by descent by prescription, adverse possession, estoppel, gift, contract, conveyance, intestacy, testamentary disposition, and perhaps other ways, but not by renunciation."

In 119 A.L.R. 379, it is stated:

"At common law, the title to an intestate's real property vests in his heir or heirs upon his death,

subject to such powers as may be conferred by statute upon his administrator, such as the right to sell for the payment of debts".

In 122 A.L.R. 928, D'Arcy vs. Snell, on page 932, it is stated:

"The interest of the heir in the real estate of his ancestor is a valuable property right".

The widow in this case thus has a property right which she may and should protect. It is to be noted in this case that Mrs. Bailey, the Executrix, filed suit individually as a creditor against Elizabeth Wicks, the widow, thus recognizing the fact that she, the widow, had a valid and vested interest in the real estate. She therefore, being the defendant, should have the right to retain whatever she received by reason of her renunciation, and thus require acceptance of a tender for payment of the amount due the creditors of Monroe Wicks. Again, as was stated in Hochstedt vs. Rhea, supra, "it is for the heirs and devisees to defend as against creditors, not the executor or legatees", Bowen vs. Gent, 54 Md. 555.

In this case of Bowen vs. Gent, supra, the Court of Appeals determined the rights of heirs and devisees to resist claims.

On page 570, it is stated:

"The heir has the same uncontrolled discretion in resisting the payment of claims against the realty, that the executor or administrator has in regard to personalty. Collinson vs. Owens, 6 G. & J. page 4. And the same right belongs to the devisees as to the heir in this respect".

Certainly, in the case at bar, the owners of a vested interest in the property should, in equity, have the right to settle the creditor's bill, the amount asserted therein being the only charge against the estate at that time. To enable the complainant in this creditor's bill to refuse acceptance of the tender and thus enable her to gain more than she would originally have been entitled to would not be equitable under the circumstances.

The Court of Appeals further in Bowen vs. Gent, on page 570, stated:

"The suits of creditors forms no exception to the rule that requires all parties in interest who are

in esse to be brought into the case."

Further, in this case of Bowen vs. Gent, supra, the Court stated:

"Among the exceptions filed by the Appellant to the ratification of the sale, there were several which alleged irregularities in the Chancery proceedings prior to the decree, among them the want of necessary and proper parties, and the failure to make necessary parties defendant. Those exceptions were submitted without any proof being offered, and when the decision thereon was rendered adverse to the Appellant, instead of appealing he acquiesced therein. He cannot be relieved of the consequences of his laches by the present proceeding."

It is to be noted in the creditor's bill mentioned in these proceedings, to wit: (Equity No. 3807), the complainant, Lena Bailey recites that Monroe Wicks died and left surviving him "as his only heir at law", his wife, Elizabeth Bolton Wicks. It is specific in paragraph 5 of this creditor's bill that Lena Bailey looks to Elizabeth Wicks, the sole heir at law of her husband, for payment, as she stated: "The Estate of Monroe Wicks is indebted unto her for \$204.95, which sum is unpaid". Elizabeth Wicks had title to the entire estate by operation of law, subject to being divested thereof for open debts of the husband's estate. She certainly should have had the right to pay off Lena Bailey, but her death prior to a decree prevented this. The Complainants now stand in her place and stead. The sum of \$204.95 therefore, as of the date of the creditor's bill, is established, and in equity, the owner of the property or the one holding a vested interest therein, should be able as the defendant, defending against her claim, to tender payment under the law.

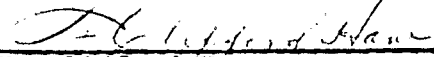
In conclusion, it is contended that Elizabeth Wicks, and subsequently her heirs at law, are persons with vested interests in the property mentioned in these proceedings, and their tender to make payment of the debts which are allegedly chargeable against the real estate should, in equity, be allowed. They are not volunteers to make this payment. Volunteers, as defined in Bouvier's Law Dictionary, are "persons who receive a voluntary conveyance . It is a general rule of the Courts of Equity that they will not assist a mere volunteer who has a defective

conveyance.

In 92 C.J.S. page 1033, "Volunteer: The rule is generally recognized that a mere volunteer paying another's debt is not entitled to subrogation, and it is stated in 'Subrogation', Section 9, that a 'volunteer' within this rule is one who has no obligation or liability to pay the debt and has no interest in the property affected by the debt."

Further, it certainly appears from Mrs. Bailey's testimony in this case that not having receipts for certain items which she claims to have advanced for the account of the decedent, Monroe Wicks, and her statement in the creditor's bill to the effect that she cared for and paid the expenses of Monroe Wicks during his last illness, establishes her as a volunteer, and not as a party in interest. Her interest in the property was as a sole devisee and legatee under the Will, and while Mr. Wicks was still living, she had no interest whatever in the real estate or personalty.

Respectfully submitted,

  
F. Clifford Hane,  
Attorney for Complainants.  
Queenstown, Md. 21658  
Phone: 827-8787

Filed Dec 16, 1968

31

PERCY G. PIERCE, et. al.	*	IN THE CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
LENA WILLIS BAILEY	*	In Equity No. 4824

MEMORANDUM

I was unable to locate any case law whereby Mrs. Bailey could be compelled to take payment of her claims as creditor in lieu of sale of the property even though the Pierce's may have an interest in the property.

It appears to me as though my client has a claim in two capacities: (1) As a creditor, and (2) An interest in the estate which she obtains under the Will. Assuming her bills were paid she would still have an interest in the estate which was obtained under the Will. To eliminate the claim she has under the Will by just paying her bills would defeat the intention of the Testator, who wanted her to have his estate subject according to law to what ever rights the surviving wife may have had. To allow the sale of the property would not prevent the Pierces nor any other persons interested in the property from bidding. Since the wife filed her intentions to renounce on May 11, 1940 and her renunciation on June 11, 1940 and according to council for Complainants the wife was entitled to \$2,000.00 plus one-half of the surplus. If the Court is to apply the law as it existed on May 11, 1940, this could create an additional problem as to whether or not the wife is entitled to the \$2,000.00 due to the case of Donald Domain,, Executor of the Estate of Sarah C. Naylor vs. Lily V. Bosley, Individually and Administratrix, D.B.N., C.T.A, of the Estate of James Harrison Naylor. 217 At.2nd 555, wherein the Court gave a general outline of the state of the law pertaining to the \$2,000.00 item. The Court in quoting Mariott vs. Mariott, 175 Md. 567, decided on January 10, 1939, "IN

response to (and in denying) the claim for the \$2,000.00 allowance, the Court held that (what is now) Article 93, Paragraph 137, applied to cases of intestacy only, and not to those of testacy, and in pointing out that no similar provision had been included in what is now Article 95, Paragraph 329, used this cogent language: "It is clear that chapter 386 of the Acts of 1933 (now Article 93, Paragraph 137) affected estates of intestates only; and upon the authority of the cases hereinbefore cited, and in the face of the express language of the Act, it cannot be held to relate to cases in which the decedent has executed a Will." The Court further says in the Domain Case, "At the time of this decision (the Marriott Case), the Legislature of Maryland was in session. Within less than 4 months, it enacted and the Governor approved Ch. 499 of the Acts of 1939, making Article 93, Paragraph 329 conform more closely to Article 93, Paragraph 137". Again in 1957 (chapter 717), the Legislature amended said Section 137, so as to increase the allowance, under stated circumstances, to \$4,000.00 but did not amend Section 329 to make a similar provision in cases of testacy. In 1959 such an amendment was made. In the Domain Case, husband died February 17, 1964, wife died May 20, 1964. Court determined the extent the wife's estate is entitled to participation was controlled by date of husband's death, February, 1964.

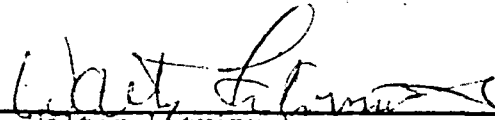
With regards to Complainants objection to the proceedings in the Orphans' Court it should be noted that after the caveat hearing, a petition and claim of Percy G. Pierce, et al. was filed by some of the Complainants in the Orphans' Court praying: (1) That this Honorable Court pass an Order requiring the said Lena Bailey, Executrix named as aforesaid under the Will of the said Monroe Wicks, to forthwith qualify as the Executrix of the



Estate; to file an appropriate bond, and to file an inventory, both real and personal, of the estate of the said Monroe Wicks, showing the real and personal estate held by the said Monroe Wicks as of the date of his death in the year 1940; (2) That the said Percy G. Pierce and Lina C. Pierce, his wife, be granted such further and appropriate relief as their case may require.

With regards to the Complainants saying they had no knowledge of the existence of the Will, it seems to me that since John Palmer Smith, Esquire had knowledge of the existence of the ~~existence~~ Will that all Complainants that Mr. Smith represented should be held responsible for his knowledge.

Respectfully submitted,



Walter Litvinuck  
Chester, Maryland 21619  
Phone: 643-5081

Attorney for Lena W. Bailey

Filed Dec. 16, 1968

32

PERCY G. PIERCE, et al.	*	IN THE CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S COUNTY
LENA WILLIS BAILEY.	*	In Equity No. 4824

REPLY MEMORANDUM

Answering the memorandum filed by counsel for the Respondent in the above mentioned case, I agree with his contention that his client has a claim as a creditor. I disagree with his contention that she obtained an interest in the estate under the Will. I do not believe he contends that under the law, in the year of 1940, the date of death of the late Monroe Wicks, that the Testator's intention under the Will would control, if that intention under his Will eliminated his wife entirely from his estate. The widow, in my opinion, was vested with title in the real estate when she renounced the Will subject only to the payment of debts. Her dower interest and legal share under the law is controlling. The Respondent elected to file a creditor's bill in 1952, to collect against the real estate, "or so much thereof as may be needed to pay her claims". Through no fault of the widow, nor the successors in title, she allowed this creditor's bill to remain open in this court, and when she sees the value of the real estate increase, she then proposes to ignore the court having first jurisdiction and go through the Orphans' Court.

I believe counsel for the Respondent in this case used the dissenting opinion in the case cited in his memorandum and not the controlling decision of the Court of Appeals.

The cases referred to in my memorandum are still the law, and an heir (which the law says the widow was at the time of Mr. Monroe Wicks' death) has an interest in the real estate, and she, under the law, is the proper party to defend against claims.

Let's assume the year 1940, and assume a Trustee appointed to sell the real estate in these proceedings at the valuation on today's market. Would not then the widow, who was

the party defendant in the creditor's bill, have been required to pay the outstanding debts of the decedent, and would she not have been able at that time, had she the resources, to have paid them, without a sale of the property "or so much thereof" to pay them?

This is a complex case, and to allow an executrix who was the sole legatee and devisee under the decedent's Will, to now come into the Orphans' Court and force a sale of the property, which should have been sold in 1952, under the creditor's bill, would be a most inequitable result. She (the executrix and sole legatee and devisee under the Will) has remained quiet for years, and certainly in equity, if the complainants in this case should be charged with knowledge of their purported attorney, so should the Respondent.

This is not a case for the sale of realty, and the Complainants should not be forced to bid on a property in which they have a vested interest, subject to debts.

In conclusion, the Complainants contend that the Will should never have been probated. This incurred further costs against the real estate which the Complainants are reluctant to absorb. This case should revert back to the year 1952, wherein the Complainants succeed as parties respondent to the creditor's bill. It is fortunate, under the circumstances, that the real estate in these proceedings has increased in value. However, the Respondent in this case must necessarily not be given the advantage of selling the real estate which will produce a far greater excess than would have been done in 1952. The Respondent contends that she has an interest as legatee and devisee in this estate. Your Complainants contend that her only interest in the estate is the payment of the claims which she has properly passed against it.

Respectfully submitted,

*F. Clifford Hane*

F. Clifford Hane  
Attorney for Complainants  
Queenstown, Md. 21658

*Filed Feb. 18. 1969*

STATE OF MARYLAND

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OFFICE OF

SUPERVISOR OF ASSESSMENTS FOR QUEEN ANNE'S COUNTY  
CENTREVILLE, MARYLAND

CLAUDE LOWERY  
SUPERVISOR

March 4, 1969

PHONE: 758-0404

This is to certify that Monroe Wicks is assessed on the  
Tax Assessment Records for Queen Anne's for the year, Mar. 26, 1940,  
in the following amount:

Land: \$ 100.00

Bldg: 300.00

Total: \$ 400.00

*Claude Lowery*  
CLAUDE LOWERY  
Supervisor of Assessments

Sworn to and signed before me a notary public, this 4th day  
of March 1969.

My Commission Expires July 1, 1969

*Walter E. Pender*  
Notary Public

1965

September 14<sup>th</sup>

3100  
July 20 - 1965

*Thomas Shick*

Date of Death March 24 - 1940

estate *Miss Beulah S. C. W. # 2*

PO. 246 - *James Bond of Ohio*

Appraisers *Paul and James Shick*

Warrant Issued September 14 - 1965

Invly. Returned September 14 - 1965

Notice to Creditors *James Lewis Sec. - 4/5*

Report of Publication of Notice to Creditors

Date Passed

Recorded

No. 3 110

*James A. Bailey*

33 *Shubert Lumber*

*Estimote, Maryland 31228*

Penalty Bond \$ 1000.00

Surety *Shick & Shick's Company*

*of Maryland*

Bond Recorded

*James Bond of Ohio*

PERSONAL -

Amount

Date Passed

Recorded

REAL -

Amount

Date Passed

Recorded

CASH -

Amount

Date Passed

Recorded

DEBTS -

Amount

Date Passed

Recorded

\$ 200.00

*Recorded 14 - 1965*

*PO. 246 - James*

*Bond of Ohio*

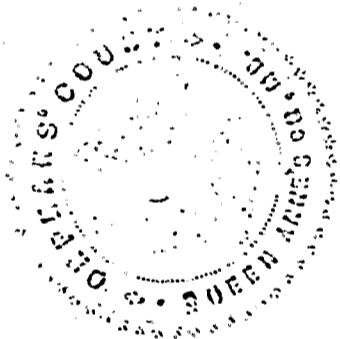
PERSONAL - Date Passed Recorded	Ref. - Order Nisi Passed Final Partic- ation Pas...	<p>Aug 9 - 1940 - Planning Aug 23 - 1940 - Court session conducted in the first session Aug 24 - 1940 - Planning by 2:00 PM. Meeting held at 2:30 PM. Meeting held at 3:30 PM. Meeting held at 4:30 PM. Meeting held at 5:30 PM. Meeting held at 6:30 PM. Meeting held at 7:30 PM. Meeting held at 8:30 PM. Meeting held at 9:30 PM. Meeting held at 10:30 PM. Meeting held at 11:30 PM. Meeting held at 12:30 PM. Meeting held</p>
<p>Attain and Devis of Perry P. Pierce and Louis P. Pierce, his wife, John and Devis of Louis Pierce, Sept. 7-1945 and re- cording Lib. E. 21145 - fo 500 - from Book of Attain and Devis James James to James James in New Devis. Hess's Devis: Sept. 11-1945 re: James to Louis Billing</p>	<p>Attain for Devis of James James, plus Sept. 11-1945 re: James James E. 21145 - fo 537 - from Book of Attain and Devis Information James James Dept. 11-1945 re: James Lib. E. 21145 - fo 537 - from Book of Attain and Devis. Attain to James James re: James James and Devis James James 12-1945 re: James James Lib. E. 21145 - fo 212 - from Book of Attain and Devis.</p>	<p>Attain to James James of James James to James James plus and Devis James James 3-6-1945 re: James James Lib. E. 21145 - fo 238 - from Book of Attain and Devis. (Ely, Devis James James James James, for James James, 3000 James) Devis of James James of James James to James James Lib. E. 21145 - fo 238 - from Book of Attain and Devis.</p>
<p>July: April 20-1940 - Attain for Devis of Louis P. Pierce and John P. Pierce July: May 11-1940 - Attain of Attain to John P. Pierce to Devis July: May 16-1940 - Paper, writing James James to be last Devis and Attain of James James, James July: June 11-1940 - James James Devis for James James James July: June 11-1940 - Attain and Devis by Elizabeth B. James James July: June 14-1940 - Hess's Devis in re: Louis James July: June 29-1940 - James James July: June 15-1945 - Attain for James James of James James and Devis of James James 11/1945 re: James James; James James James James Hess's Devis - June 22-1945 re: James James to James James James Hess's Devis - June 22-1945 re: James James to James James James July 13-1945 - James James re: James James - James July 20-1945 - James James and John P. Pierce 1945 re: James James Lib. E. 21145 - fo 512 - from Book of Attain and Devis. Nov 29-1945 - 5:30 PM James James, writing James James to James James as Devis of James James for James James and James James James James in James James in James James.</p>	<p>Attain for Devis of James James and Devis of James James 11/1945 re: James James; James James James James Hess's Devis - June 22-1945 re: James James to James James James Hess's Devis - June 22-1945 re: James James to James James James July 13-1945 - James James re: James James - James July 20-1945 - James James and John P. Pierce 1945 re: James James Lib. E. 21145 - fo 512 - from Book of Attain and Devis. Nov 29-1945 - 5:30 PM James James, writing James James to James James as Devis of James James for James James and James James James James in James James in James James.</p>	<p>Attain to James James of James James to James James plus and Devis James James 3-6-1945 re: James James Lib. E. 21145 - fo 238 - from Book of Attain and Devis. (Ely, Devis James James James James, for James James, 3000 James) Devis of James James of James James to James James Lib. E. 21145 - fo 238 - from Book of Attain and Devis.</p>

In the Orphans' Court for Queen Anne's County, Maryland, Set:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of Docket Entries

as filed and passed in this office on September 17, 1965 through November 29, 1966 in the  
estate of JOHN WICK, deceased  
and recorded in Liber E.C.W. No. 1 Folio 63

in Record Book of Administration Key  
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 4th  
day of March 1969

Madge E. Weston  
Register of Wills for Queen Anne's County, Maryland

PERCY C. PIERCE  
ET AL.

Plaintiffs

vs.

LENA WILLIS BAILEY  
individually et al.  
Defendants

: IN THE CIRCUIT COURT

: FOR QUEEN ANNE'S COUNTY

: IN EQUITY

: NO. 4824 CHY.

O P I N I O N

This is a suit instituted by the grantees of the heirs at law of Elizabeth Wickes, deceased, who was the surviving widow of the testator Monroe Wickes, against the sole beneficiary under his will, Lena Willis individually as Executrix and as Trustee. The Bill seeks: (1) to enjoin Lena Bailey as Trustee from selling the real estate of the testator consisting of an acre of ground located in the fourth election district of Queen Anne's County under an order of the Orphans' Court for said county passed on October 25, 1966, for purposes of paying a claim filed against the estate under the authority of Art. 93, Sections, 319, 320 of the Md. Code (1957 Ed.); (2) to determine the rights of the parties in and to the subject real estate; (3) to have this Court assume jurisdiction over the administration of the estate of the testator, and (4) for such other and further relief as the plaintiffs' case may require.

The material facts are substantially uncontroverted and consist of the following: (1) That the testator died March 24, 1940 having executed the subject will a few weeks prior to his death by which he left all his estate to the defendant, Lena W. Bailey, who had cared for him during his last illness and was raised by his family. (2) That the will was duly filed for probate in the Orphans' Court for Queen Anne's County on May 6, 1940 by Lena W. Bailey, Executrix. (3) That on June 11, 1940, the testator's surviving widow and only heir at law, Elizabeth Wickes, filed her claim in writing for her widow's share in



the estate and notice to caveat the will, in the Orphans' Court. (4) That on June 29, 1940, Lena W. Bailey filed her answer to the caveat. (5) That no further proceedings appear to have transpired in respect to the caveat until 1965 when there was a hearing, the caveat dismissed, and the will probated on July 20, 1965 and Lena W. Bailey qualified as Executrix on September 14, 1965. (6) That on December 14, 1965 an inventory of the real and personal property owned by the testator at the time of his death was duly filed showing only an acre of land, more or less, in the fourth election district of Queen Anne's County valued at \$200 with a dwelling valued at \$600; which was no longer existent at the time of the appraisal; making a net land value at the time of death of \$200. A subsequent appraisal filed in this suit by the same appraisers shows the value of the subject acre as \$750 at the time the will was probated in 1965 and a present value of \$1,000. (7) That proceedings in the Orphans' Court subsequent to the probate show several hearings before that Court in respect to a petition by Lena W. Bailey, Executrix, to sell the subject real estate to pay and satisfy her personal claim duly passed against the estate in the sum of <sup>347.95 B.H.T.</sup> ~~\$204.95~~ for services rendered the deceased immediately prior to his death. On October 25, 1966 the said Court passed an order authorizing "Lena Bailey, Executrix, as Trustee" to sell the lot at either public or private sale and if at private sale for not less than the appraised value and bring into said Court the money arising from such sale to be distributed under its direction. (8) On November 6, 1966 this suit was filed by the assignees of the heirs at law of Elizabeth Wickes, who herself died intestate September 19, 1954, to enjoin the sale authorized by the order of the Orphans' Court of October 25, 1966. (9) That the heirs at law of the deceased widow were her brothers and sisters who deeded their interest in the lot to their brother, Percy Pierce in 1957 who by straw deeds conveyed it to his three children as joint tenants in April, 1965. The

three children being Lena C. Pierce, Thomas Pierce and Percy Pierce, Jr. who together with their father, Percy C. Pierce, constitute the plaintiffs in this suit against Lena W. Bailey, individually, and as Executrix and Trustee. (10) That in July, 1952, prior to the death of the widow, Lena W. Bailey filed a creditor's bill in this Court asking for a decree of sale for the lot to satisfy her claim against the estate of \$204.95 aforesaid. This suit is numbered 3807 chancery. In October, 1955 after the death of Elizabeth Wickes, Lena W. Bailey obtained a decree pro confesso in that suit but no further proceedings have been had thereon, and (11) That the plaintiffs and/or the privies in title to the lot under whom they claim, have paid the State and County taxes on the property since the death of the testator, Percy Pierce having paid them from 1940 to 1954 for and on behalf of the widow.

It seems clear from this recital of facts that whatever legal rights Elizabeth Wickes, as surviving widow of the testator had in the subject lot at the time of her death on September 19, 1954 descended to her brothers and sisters as her only heirs at law and by deed have subsequently become vested in the three children of Percy Pierce; namely, Lena C. Pierce, Thomas Pierce, and Percy Pierce, Jr. The controlling question is therefore what legal rights did the widow have in the lot at the time of her death. Since the testator was not survived by any descendants nor father nor mother, his surviving spouse was entitled as her legal share to "two thousand dollars or its equivalent in property, or any interest therein, at its appraised value, and one-half of the residue of the lands as an heir and one-half of the surplus personal estate remaining". (Art. 93 Sec. 329 (b) Md. Code 1957 Ed.) (See Webster v. Scott 182 Md. 118, 121).

Sec. 329 of Art. 93 as amended by Chapter 108 of the Acts of 1964 requires renunciation by the surviving spouse within seven (formerly six) months after decedent's death for a claim of dower or within such time

after grant of letters in case of a claim of a share in land and personal estate. However, the law as it existed at the time of the testator's death on March 24, 1940 is controlling. (See Rowe vs. Cullen supra.) The cases interpreting the law of 1940 held: "that in all cases wherein a testator makes no provision in his will for his widow, no renunciation by her is necessary as a condition precedent for her to sustain her claim for common law or statutory rights". (See: Marriott vs. Marriott 175 Md. 567, 575 (1938); Harris v. Harris 139 Md. 187). We further hold therefore that renunciation by the widow within the six or seven months period subsequent to the grant of letters in this case on September 14, 1965, in accordance with the requirements of what is now Sec. 329, as those provisions existed in 1940 was unnecessary, in order to vest in the surviving widow her statutory rights, since she was ignored by the testator's will. Therefore the fact she did not file her renunciation within seven months after the grant of letters is of no consequence.

We further find that the statutory rights of the widow in 1940, where there were no descendants, mother nor father but brothers and sister, was \$2,000 or its equivalent in property at its appraised value and one-half of the real and personal property remaining after the payment of debts. (See Chapt. 499 Acts of 1939, Sec. 329 formerly 314 of Art. 93). Unlike the right to renounce the will, this is a property right and not a personal privilege, which vested in the widow upon the death of the testator. Vol. 22 M.L.E. title Wills Sec. 351 describes a vested estate as follows: "Thus a vested estate or interest under a will exists where there is an immediate right of present enjoyment, or a present fixed right of future enjoyment in an ascertained person." (See Reese v. Reese 100 Md. 311). The right to \$2,000 or its equivalent in property at its appraised value and one-half of the residue of the remaining estate being a vested property right in Elizabeth Wickes on March 24, 1940 and not being disposed of by her during her lifetime

descended to her surviving brothers and sisters aforesaid upon her death intestate in 1954. The question presented is, therefore, did Elizabeth Wickes in effect make an election to take the lot at its appraised value in lieu of her \$2,000 during her lifetime, and if not, can the assignees of her heirs now make such an election and thereby acquire legal title to the lot subject to the rights of creditors of the testator's estate? There is no provision in the statute which requires the widow to make her election to take property at its appraised value in lieu of the \$2,000 at any particular time or in any specified manner. It is fairly to be implied, therefore, that the legislature intended such should be done within a reasonable time. In this case, although the will was filed soon after the testator's death in 1940, it was not reduced to probate during the widow's lifetime (prior to 1954) and in fact not until twenty-five years later in 1965. During the period from 1940 until her death in 1954, the widow acting through her brother, Percy Pierce, paid the annual State and County taxes on this lot. While we know of no authority dealing with this precise point, we find that the same rationale which holds that an election to take under a will may be manifested by acts and conduct of the party entitled to elect as well as by an express declaration; (See Vol. 22 M.L.E. title Wills Sec. 513); should be applicable to an election by a surviving spouse to take her \$2,000 in property at its appraised value and that such an election was manifested in this case by the acts of the widow acting through her brother, Percy Pierce, on the subject lot for a 14-year period following the death of her husband. Furthermore, the Court takes judicial notice of the fact that from 1940 to 1954 the County tax records showed the notation "in care of Elizabeth Moore Wickes". We further find that by such an election she became entitled to the lot in lieu of a part of the \$2,000 subject only to the rights of creditors of the estate of her husband. We further find that such right upon the

death of Elizabeth Wickes intestate descended to her brothers and sisters, as her only heirs at law and is now vested in the three children of Percy Pierce aforesaid by conveyance from and through such brothers and sisters. We further find that even if Elizabeth Wickes did not make an election to take the lot at its appraised value as a part of her \$2,000 during her lifetime that the right to so elect is a property right which descended to her heirs and later became vested in Percy Pierce (and others) who has made the election by continually paying taxes on the property from 1940 to the present time.

We further find that the defendant, Lena Bailey, as the sole creditor of the estate of the testator, the sole beneficiary under his will as well as the sole executrix, by standing by and acquiescing in the expenditure of taxes on the subject lot for fourteen years and accepting the benefits of such payments to the end that the property is now worth \$1,000 as opposed to \$200 in 1940, is now estopped from denying that the surviving widow made an election to take the lot at its appraised value of \$200 in part satisfaction of her \$2,000 share. (See Vol. 10 M.L.E. title "Estoppel - Grounds" Sec. 41 to 50 incl.). Sec. 23 provides: "An equitable estoppel may be claimed by a party or his privy and is available against parties and privies."

It is elementary probate law that the debts of a decedent duly passed, are liens against the real property of the estate if the personal is insufficient to pay the same, as was the situation in this case. The situation presented, therefore, is one in which the plaintiff by inheritance and conveyance holds legal title to the one-acre lot subject to an encumbrance against it to the extent of the necessary costs of administration involved in setting the testator's estate and the payment of the claim of \$204.95 plus any interest to be allowed thereon. However, there will be no allowance of interest since the duty of going forward with the probate of the will was upon the defendant as executrix and sole

beneficiary, which she did not do for twenty-five years.

The next question, therefore, is whether the plaintiffs as legal title holders have a right to extinguish the lien against their property by requiring the defendant as Executrix to accept a sum equal to the cost of administration and the amount of the claim filed against the estate of ~~\$204.95~~<sup>347.95 B.H.T.</sup>, and thereafter to file a final account of administration and close the estate. We believe the plaintiffs do have such a right.

It is set forth in Vol. 15 M.L.E. title Mortgages Sec. 312: "A mortgagor or any person who has an interest in the equity of redemption has an equitable right of redemption. The term redemption - - has been defined as a transaction through which the mortgagor or one claiming in his right by means of payment - - divests the mortgaged premises of the lien which the mortgage may have created". In Washington Fire Ins. Co. vs. Kelly 32 Md. 421, 440 the Court said:

"The equity of redemption in the mortgagor is not only a subsisting estate and interest in the land in the hands of the heirs, devisees, assignees and representatives of the mortgagor, but of any other persons who have acquired any interest in the lands, by operation of law or otherwise, in privy of title."

It seems clear that the rationale of this rule which allows anyone having an interest in the mortgaged land the right to extinguish the mortgage lien against their property would apply equally to the situation here presented in respect to the lien against the subject lot now existent in the form of the claim of ~~\$204.95~~<sup>347.95 B.H.T.</sup> and expenses incurred in the administration of the testator's estate and we so rule.

This Court of equity has jurisdiction of the subject matter of this suit i.e. injunctive relief against further proceedings by the Trustee appointed by the Orphans' Court for Queen Anne's County to make sale of the subject lot and construction of the testator's will. The rule is well settled that where equity once properly acquires jurisdiction of a

subject matter, it should retain jurisdiction until a final determination is made of all rights and equities of the parties embraced within the scope of the pleadings for the purpose of affording complete relief. (See Phillips Co. vs. Md. Broadcasting Co. 184 Md. 187, 198; Smith vs. Shiebeck 180 Md. 412, 418; Robinson vs. Hospellorn 169 Md. 117, 138; Vol. 9 M.L.E. title Equity Sec. 40).

Accordingly, an injunction will be issued restraining the Trustee appointed by the Orphans' Court from proceeding further under his order of appointment and also restraining the plaintiff in the creditor suit in this Court from proceeding further. The plaintiff children of Percy Pierce will be declared the legal owners of the lot subject to the rights of creditors and administration expenses. Jurisdiction over the administration of the estate of Monroe Wickes, deceased, will be assumed by this Court and a final account of administration required of the Executrix, after sufficient monies shall be paid into her hands to provide for the satisfaction of all costs of administration and the outstanding claim filed against the estate of ~~\$284.95~~ <sup>347.95 B.H.T.</sup>.

An order will be signed accordingly.

*B. Hackett Turner Jr.*  
*J. D. ...*  
J U D G E S

*Filed April 10 1967*

ORDER

In accordance with the foregoing opinion, it is this 9<sup>th</sup> day of April, 1969, by the Circuit Court for Queen Anne's County, ORDERED and DECREED that a permanent injunction be issued by the Clerk of this Court enjoining and restraining Lena W. Bailey as Trustee appointed by the Orphans' Court for Queen Anne's County from further proceedings under her said appointment and also enjoining the plaintiffs in the creditor's suit referred to in the pleadings as instituted in this Court, from proceeding further in such suit, and

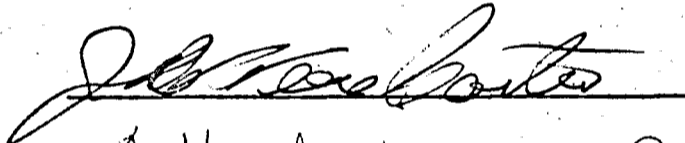
IT IS FURTHER ORDERED that the plaintiffs herein, Percy Pierce, Jr.,

Lena C. Pierce, and Thomas Pierce shall forthwith pay to the Executrix of Monroe Wickes a sum sufficient to defray the costs of administering the estate of the said testator and satisfying the existing claim filed against the estate of <sup>347.95 BHT</sup> ~~\$204.95~~, the costs of administration to be evidenced by a certificate of the Register of Wills, and

IT IS FURTHER ORDERED that upon the payment to her of the sums aforesaid that the Executrix forthwith file with this Court her final account of administration for ratification, and

IT IS FURTHER DECLARED and DECREED that Percy Pierce, Jr., Thomas Pierce, and Lena Pierce, plaintiffs, are now vested with the same legal title and ownership in the subject one-acre lot that was possessed by Monroe Wickes at the time of his death on March 24, 1940, subject only to any liens or encumbrances which may have been placed against such lot since the testator's death aforesaid, and

IT IS FURTHER ORDERED that the plaintiffs pay the costs of this suit.

  
B. Hackett Turner, Jr.  
J U D G E S

*Filed August 10 1969*



34  
STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

To LENA W. BAILEY, Trustee  
33 Dunbar Avenue  
Catonsville, Maryland 21228

GREETING:

WHEREAS, Percy G. Pierce, and Lina C. Pierce, his wife, Thomas Pierce and Percy Pierce, Jr., all of Chester, Queen Anne's County, Maryland, have exhibited to the Circuit Court for Queen Anne's County, in Equity, their bill of complaint for an injunction to restrain you, the said Lena W. Bailey as trustee under an order of the Orphans' Court for Queen Anne's County dated October 25, 1966, to sell real estate for purpose of paying a claim filed against the estate of Monroe Wicks, from selling the real estate of Monroe Wicks consisting of an acre of ground located in the fourth election district of Queen Anne's County, and to construe the Last Will and Testament of Monroe Wicks to determine the rights, if any, of you, Lena W. Bailey,

AND WHEREAS, the Circuit Court for Queen Anne's County, in Equity, by its decree dated April 9, 1969, has directed the Clerk of this Court to issue a permanent injunction in accordance with its order.

NOW THEREFORE, these presents are to perpetually command and strictly enjoin and restrain you, the said Lena W. Bailey, as trustee appointed by the Orphans' Court for Queen Anne's County, from further proceedings under your said appointment, and also enjoin you as plaintiff in the Creditor's Suit instituted in this Court on July 12, 1952, from proceeding further in such suit.

Witness the Hon. J. DeWeese Carter, Chief Judge of the Second Judicial Circuit of Maryland the 4th. day of March, 1969.

Issued the 10th. day of April, 1969.

*Charles W. Cecil*

Clerk

*Filed April 21, 1969*

Restraint Order Ad. in  
Deft. this 16th day of  
April 1969.

Albert L. Kyle  
Sheriff Salt Co.  
Cost 4.00

PERCY C. PIERCE ET AL. \* IN THE CIRCUIT COURT  
 Plaintiffs \*  
 vs. \* FOR QUEEN ANNE'S COUNTY  
 LENA WILLIS BAILEY \* IN EQUITY  
 individually et al. \*  
 Defendants \* NO. 4824 CHY.

THE FIRST AND FINAL ADMINISTRATION ACCOUNT OF LENA WILLIS BAILEY, EXECUTRIX OF THE ESTATE OF MONROE WICKS, LATE OF QUEEN ANNE'S COUNTY, MARYLAND.

1. The assets consist of Real Estate only.

And the Executrix craves allowance for the following payments and disbursements, to wit:

1. The Estate Docket	\$ 3.50
2. Certified copies of papers	6.50
3. Petition for hearing of caveat case	3.00
4. Delivery of four summons in Queen Anne's Co.	8.00
5. Delivery of summons in Baltimore City	4.00
6. Recording Will after probate	12.00
7. Petition and Order - Re: Summons	6.00
8. Petition for Letters	1.50
9. Issue Letters, filing & recording bond	7.50
10. Information report	1.50
11. Creditors claim & Real Estate Inventory	3.50
12. Petition to sell Real Estate	6.00
13. Order to sell Real Estate	3.00
14. Delinquent Notice	2.00
15. Certified copy of claim	2.00
16. Certified copy of Docket Entries	<u>2.00</u>

TOTAL ADMINISTRATION COSTS- - - - - \$72.00

The sum of \$72.00 paid as per receipt No. 4732, \_\_\_\_\_, \_\_\_\_\_

Respectfully submitted,

*Lena Willis Bailey*  
 Lena Willis Bailey  
 Executrix of the Estate of  
 Monroe Wicks

I, LENA WILLIS BAILEY, acknowledge receipt of \$347.95, representing my individual claim against the Estate of Monroe Wicks.

*Lena Willis Bailey*  
 Lena Willis Bailey

*Filed Orig, 30. 1969*

PERCY C. PIERCE ET AL.

Plaintiffs

vs.

LENA WILLIS BAILEY  
individually et al.

Defendants

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* NO. 4824 CHY:

ORDER

ORDERED, this 30<sup>th</sup> day of July, 1969, by the  
circuit court for Queen Anne's County, that the foregoing Final  
Account is hereby ratified and confirmed.

B. Hackett Turner Jr.

JUDGE

*Filed July 30. 1969*

QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on this twenty-first day of December, in the year nineteen hundred and sixty-six, the following Order to Docket Suit was brought to be recorded, to wit:

1  
/

DAVID C. BRYAN,  
Centreville, Maryland  
Assignee

vs.

LOUIS CALVIN TIMMS  
Centreville, Maryland  
and  
JOSEPHINE Y. TIMMS  
Centreville, Maryland  
Mortgagors  
and  
J. HERBERT CARTER  
Queenstown, Maryland  
Assignor

\* In the Circuit Court for  
\*  
\*  
\*  
\* Queen Anne's County  
\*  
\*  
\*  
\* In Equity  
\*  
\*  
\*  
\*  
\* Chancery No. 4826

ORDER TO DOCKET SUIT

Mr. Charles W. Cecil, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgages from Louis Calvin Timms and Josephine Y. Timms, his wife, to The Centreville National Bank of Maryland dated June 29, 1962, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 67, folio 105, and the second mortgage from Louis Calvin Timms and Josephine Y. Timms, his wife, to J. Herbert Carter, dated June 29, 1962, and recorded among said land records in Liber T.S.P. No. 67, folio 107, said second mortgage having been duly assigned on June 29, 1962, by the said J. Herbert Carter to the said The Centreville National Bank of Maryland, both of said mortgages having been assigned on December 20, 1966, by the said The Centreville National Bank of Maryland to David C. Bryan, for foreclosure and collection, default having occurred in the terms thereof by reason of the non-payment of the principal and interest of the notes secured by said mortgages when due; and you will file in said suit the original of said mortgages and the assignments thereof as well as the accompanying military affidavit and statement of indebtedness.

*David C. Bryan*  
David C. Bryan, Assignee  
Wood and Bryan  
119 Lawyers Row  
Centreville, Maryland  
Telephone: 758-1643

*Filed Dec. 21. 1966*

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

2  
/

I HEREBY CERTIFY that on this *21st* day of *December* 1966, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, aforesaid, personally appeared David C. Bryan, Assignee, and made oath in due form of law that Louis Calvin Timms and Josephine Y. Timms, the mortgagors, and J. Herbert Carter, the Assignor named in the mortgage referred to in the foregoing Order to Docket Suit, are not now, nor has any of them been within six (6) months prior thereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto and that this information is gotten from persons who know the mortgagors and the assignor.

*Charles W. Cecil*  
Clerk

*Filed Dec. 21. 1966*

DAVID C. BRYAN,  
Centreville, Maryland  
Assignee

vs.

LOUIS CALVIN TIMMS  
Centreville, Maryland  
and  
JOSEPHINE Y. TIMMS  
Centreville, Maryland  
Mortgagors  
and  
J. HERBERT CARTER  
Queenstown, Maryland  
Assignor

\* In the Circuit Court for  
\*  
\*  
\*  
\* Queen Anne's County  
\*  
\*  
\*  
\*  
\* In Equity  
\*  
\*  
\*  
\*  
\* Chancery No. 4826

3

STATEMENT OF MORTGAGE INDEBTEDNESSES

Balance due on principal of note dated June 29, 1962,  
in the gross amount of \$3,300.00, by Louis Calvin  
Timms and Josephine Y. Timms to The Centreville  
National Bank of Maryland.....\$2,261.30

Interest from April 29, 1966 to  
December 20, 1966..... 86.68 \$2,347.98

Balance due on principal of note dated June 29, 1962,  
in the gross amount of \$1,900.00 by J. Herbert  
Carter to The Centreville National Bank of  
Maryland.....\$1,287.15

Interest from April 29, 1966 to  
December 20, 1966..... 49.34 1,336.49

\$3,684.47

Attorney's commissions for collection, being ten per  
cent (10%) per the terms of both notes.....\$ 368.45

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

THIS IS TO CERTIFY that on this 21<sup>st</sup> day of December, 1966,  
before the subscriber, the Clerk of the Circuit Court for Queen  
Anne's County, personally appeared DAVID C. BRYAN,  
Assignee, and made oath in due form of law that the foregoing  
statement of mortgage indebtednesses due by Louis Calvin Timms and  
Josephine Y. Timms, his wife, and J. Herbert Carter under the  
above described mortgage notes, is true to the best of his know-  
ledge and belief, and there is no credit due thereon, except as  
shown, nor any security therefor except the said mortgage.

Charles W. Cecil  
Clerk

*Filed Dec 21, 1966*

No. 48023

Re. 6.c.c. 27 RECEIVE OR RECORD July 2, 1962

4 This Mortgage, made this 29<sup>th</sup> day of June, 1962, by and between

LOUIS CALVIN TIMMS and JOSEPHINE Y. TIMMS, his wife, of Queen Anne's County, in the State of Maryland, hereinafter called "Mortgagors", and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, hereinafter called "Mortgagee";

WHEREAS, THE SAID Mortgagors are jointly and severally indebted unto the Mortgagee in the full and just sum of Thirty-three Hundred Dollars (\$3300.00), for money this day loaned and advanced to the Mortgagors, as represented by a Promissory Note for the said sum of Thirty-three Hundred Dollars (\$3300.00) bearing even date herewith and payable at the banking house of said body corporate in Centreville, Queen Anne's County, Maryland, with interest at the rate of six per centum (6%) per annum, in one hundred twenty (120) equal, consecutive, monthly installments in the sum of Thirty-six Dollars and Sixty-four Cents (\$36.64) each, due one (1) month from the date of said note and monthly thereafter, said payments comprising both principal and interest; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan of Thirty-three Hundred Dollars (\$3300.00), as represented by the aforesaid Promissory Note, that the same, together with any and all renewals and part renewals of the same, should be secured by the execution and delivery of this Mortgage; the term "renewals" to include renewal or part renewals of the original or any renewal Note;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the said Louis Calvin Timms and Josephine Y. Timms, 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 or parcel of land situate, lying and being in the Town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, at or near Centreville Landing, being a part of the "Dockery Lot", and known or called as "The Daniel E. Stewart Property", bounded on the Northwest by the store property of Jessie L. Merchant, now of Francis Golt; on the Southeast by the lands of Susie Rice Burris; on the Southwest by the public road from Centreville to Burrisville over Long Bridge; and on the Northeast by the waters of Corsica River or Corsica Creek; being all the same property conveyed unto Louis Calvin Timms and Josephine Y. Timms, his wife, by Deed from Jessie L. Conley and Samuel E. Conley, her husband, dated March 29, 1958, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 40, folio 192, reference being made to said deed for a more particular description thereof.



Filed Dec 21, 1966

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises here- in described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall per- form all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due. (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him. (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assess- ments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor 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 as herein provided. (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the ade- quacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct. (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be ac- quired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or

HOWARD WOOD, his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$50.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assur- ances as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, execu- tors, 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.

WITNESS the hand and seal of the Mortgagors:

WITNESS:
Howard Wood
Howard Wood

Louis Calvin Timms (SEAL)
Josephine Y. Timms (SEAL)
MORTGAGORS (SEAL)

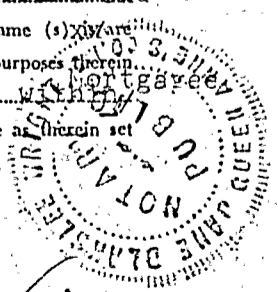
STATE OF MARYLAND } to wit:
COUNTY OF Queen Anne's }

On this the 29th day of June, 1962, before me, JANE BLAKSLEE, Notary Public, the undersigned officer, personally appeared Louis Calvin Timms and Josephine Y. Timms, his wife, Mortgagees, known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared A. SYDNEY GADD, JR., PRESIDENT of the within named Mortgagor and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagor to make this affidavit.)

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Jane Blakslee Wright
Notary Public

\*Here insert the name of the officer who takes the acknowledgment.





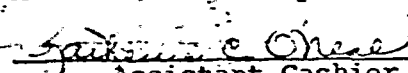
For value received, The Centreville National Bank of Maryland, a body corporate, hereby assigns the within and foregoing mortgage unto David C. Bryan for collection by foreclosure or otherwise.

Witness the hand of the said mortgagee by A. Sydney Gadd, Jr., its President, and its corporate seal attested by Katherine C. O'Neal, its Assistant Cashier this 20th day of December, 1966.

THE CENTREVILLE NATIONAL BANK OF MARYLAND

By:   
President

ATTEST (as to corporate seal):

  
Assistant Cashier

No. 4 8024  
Re. 6. 27 RECEIVED FOR RECORD July 2 1962

SECOND  
This Mortgage, made this 29<sup>th</sup> day of June, 1962, by and between

5

LOUIS CALVIN TIMMS and JOSEPHINE Y. TIMMS, his wife, of Queen Anne's County, in the State of Maryland, hereinafter called "Mortgagors", and J. HERBERT CARTER, of the said County and State, hereinafter called "Mortgagee";

WHEREAS, the said Mortgagors are jointly and severally indebted unto the said Mortgagee in the full and just sum of Nineteen Hundred Dollars (\$1900.00), for money this day loaned and advanced to the Mortgagors, as represented by a Promissory Note for said sum of Nineteen Hundred Dollars (\$1900.00) bearing even date herewith and payable at the banking house of The Centreville National Bank of Maryland in Centreville, Queen Anne's County, Maryland, with interest at the rate of six per centum (6%) per annum, in one hundred twenty (120) equal, consecutive, monthly installments in the sum of Twenty-one Dollars and Ten Cents (\$21.10) each, due one (1) month from the date of said Note and monthly thereafter, said payments comprising both principal and interest; and

WHEREAS, it was a condition precedent to making the aforesaid loan of Nineteen Hundred Dollars (\$1900.00), as represented by the aforesaid Promissory Note, that the same, together with any and all renewals or part renewals of the same, should be secured by the execution and delivery of this Mortgage; the term "renewals" to include renewal or part renewal of the original or any renewal note;

NOW, THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the said Louis Calvin Timms and Josephine Y. Timms, his wife, do hereby grant and convey unto the said J. Herbert Carter, his heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, at or near Centreville Landing, being a part of the "Dockery Lot", and known or called as "The Daniel E. Stewart Property", bounded on the Northwest by the store property of Jessie L. Merchant, now of Francis Colt; on the Southeast by the lands of Susie Rice Burris; on the Southwest by the public road from Centreville to Burrisville over Long Bridge; and on the Northeast by the waters of Corsica River or Corsica Creek; being all the same property conveyed unto Louis Calvin Timms and Josephine Y. Timms, his wife, by Deed from Jessie L. Conley and Samuel E. Conley, her husband, dated March 29, 1958, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 40, folio 192, reference being made to said Deed for a more particular description thereof.

SUBJECT, NEVERTHELESS, to the lien, legal operation, and effect of the Mortgage bearing even date herewith from the within Mortgagors to The Centreville National Bank of Maryland, a body corporate, recorded, or intended to be recorded among said Land Records immediately prior to the recording of this Second Mortgage.



Filed Dec. 21, 1966

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, including all heating, lighting and plumbing fixtures now or hereafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, as evidenced by the said promissory note and any renewals or part renewals thereof, shall be paid when due, and the Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor 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 as herein provided, (5) 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, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or

HOWARD WOOD, his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit:

first, to the payment of all expenses incident to such sale, including a counsel fee of \$50.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein. (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof. (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

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.

WITNESS the hand and seal of the Mortgagor:

WITNESS:  
Howard Wood  
Howard Wood

Louis Calvin Tirms (SEAL)  
Louis Calvin Tirms  
Josephine P. Tirms (SEAL)  
Josephine P. Tirms  
MORTGAGORS (SEAL)

LIBER 67 PAGE 169

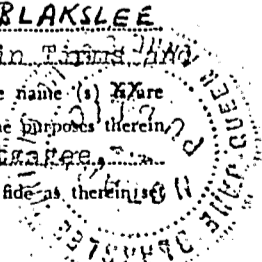
STATE OF MARYLAND }  
COUNTY OF QUEEN ANNE'S } to wit:

On this the 29<sup>th</sup> day of June, 1962, before me, JANE BLAKSLEE WRIGHT, the undersigned officer, personally appeared Louis Calvin Tirms and Josephine P. Tirms, his wife, known to me to be the person (s) whose name (s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared J. Herbert Carter, the within Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Jane Blakslee Wright  
Notary Public

\*Here insert the name of the officer who takes the acknowledgments  
LIBER 4 PAGE 611



## Collateral Assignment

I hereby assign the foregoing Mortgage to The Centreville National Bank of Maryland, a body corporate, as collateral security for my promissory note to the said body corporate, of even date herewith and in like amount and of like terms of payment and interest as the mortgage note secured by this mortgage.

WITNESS my hand and seal, this 29<sup>th</sup> day of June, 1962:

TEST:

Howard Wood

J. Herbert Carter (SEAL)  
(J. Herbert Carter)

For value received, The Centreville National Bank of Maryland, a body corporate, hereby assigns the within and foregoing mortgage unto David C. Bryan for collection by foreclosure or otherwise.

Witness the hand of the said mortgagee by A. Sydney Gadd, Jr., its President, and its corporate seal attested by Katherine C. O'Neal, its Assistant Cashier, this 20th day of December, 1966.

THE CENTREVILLE NATIONAL BANK OF MARYLAND

By:

A. Sydney Gadd, Jr.  
President

ATTEST (as to corporate seal):

Katherine C. O'Neal  
Assistant Cashier

RECEIVED FOR RECORD Dec. 21, 1966

6

STATE OF MARYLAND )  
                          ) ss:  
QUEEN ANNE'S COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that we, David C. Bryan, of Queen Anne's County, State of Maryland, 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 Five Thousand Dollars (\$5,000.00), 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 true 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 21<sup>st</sup> day of December, 1966;

WHEREAS, the above bounded principal, by virtue of the power contained in a mortgage from Louis Calvin Timms and Josephine Y. Timms, his wife, to The Centreville National Bank of Maryland, dated June 29, 1962, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber T.S.P. No. 67, folio 105, and the second mortgage from Louis Calvin Timms and Josephine Y. Timms, his wife, to J. Herbert Carter dated June 29, 1962, and recorded among said land records in Liber T.S.P. No. 67, folio 107, said second mortgage having been duly assigned on June 29, 1962, by the said J. Herbert Carter to the said The Centreville National Bank of Maryland, both of said mortgages having been duly assigned by The Centreville National Bank of Maryland on December 20, 1966, to the above bounded principal as assignee for the purpose of foreclosure and collection, and he is about to sell the land and premises described in said mortgages, 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 David C. Bryan, assignee as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the mortgages 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 shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Jucy Blackstone

David C. Bryan (SEAL)  
David C. Bryan, Assignee

HARTFORD ACCIDENT AND INDEMNITY  
COMPANY

By: Howard Wood, 3<sup>d</sup>  
Attorney in fact



ATTEST:

Jucy Blackstone

Security approved and Bond filed  
Dec. 21, 1966

CHARLES W. CECIL, Clerk

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 163, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 21st day of December, in the year nineteen hundred and sixty-six.

Charles W. Cecil

Clerk

DAVID C. BRYAN,  
Centreville, Maryland  
Assignee

vs.

1  
LOUIS CALVIN TIMMS  
Centreville, Maryland  
and  
JOSEPHINE Y. TIMMS  
Centreville, Maryland  
Mortgagors  
and  
J. HERBERT CARTER  
Queenstown, Maryland  
Assignor

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In the Circuit Court for

Queen Anne's County

In Equity

Chancery No. 4826

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of David C. Bryan, Assignee, of the mortgage from Louis Calvin Timms and Josephine Y. Timms, his wife, to The Centreville National Bank of Maryland, dated June 29, 1962, and recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 67, folio 105, and the second mortgage from Louis Calvin Timms and Josephine Y. Timms, his wife, to J. Herbert Carter dated June 29, 1962, and recorded among said land records in Liber T.S.P. No. 67, folio 107, said second mortgage having been duly assigned on June 29, 1962, by the said J. Herbert Carter unto the said The Centreville National Bank of Maryland, both of said mortgages containing a power to sell the mortgaged property to be exercised by the Mortgagee, his or its assigns, or his or its duly authorized attorney, after any default in the terms of said mortgages, both of said mortgages having been duly assigned on December 20, 1966, by the said The Centreville National Bank of Maryland to David C. Bryan for foreclosure and collection, respectfully shows:

That default having occurred in the terms of said mortgages by reason of the non-payment of taxes and the principal and interest of the notes secured by said mortgages when due, said Assignee filed in this Honorable Court his order to docket suit to foreclose said mortgages, accompanied by the said mortgages, his sworn statement as to the mortgage indebtednesses and his 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 Five Thousand Dollars (\$5,000.00) containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale, in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record Observer, a newspaper published in said County at least once each week for four (4) successive weeks, the first such publication being not less than twenty (20) days prior to sale, said Assignee did attend, in front of the Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 1:30 P.M., Eastern Standard Time, on Friday, February 3, 1967, and after having the Auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale,

did sell all that lot, parcel or tract of land together with the improvements thereon, situate, lying and being in the Town of Centreville in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgages and Advertisement of Sale unto Wilmer N. Rice, he being then and there highest bidder therefore, at and for the sum of One Thousand Six Hundred Dollars (\$1,600.00).

The purchaser has made a cash deposit of (\$160.00) One Hundred Sixty Dollars, being ten per cent (10%) of the purchase price as required by the Advertisement of Sale, and given the Assignee his note in the amount of One Thousand Four Hundred Forty Dollars (\$1,440.00) with interest to secure the unpaid portion of the purchase price. The Assignee is satisfied that the purchaser will make full settlement of the purchase price in accordance with the Advertisement of Sale. The purchaser's affidavit, required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of the Advertisement of Sale are attached hereto.

The Report states the amount of sale to be One Thousand Six Hundred Dollars (\$1,600.00).

Respectfully submitted,

David C. Bryan  
David C. Bryan, Assignee

STATE OF MARYLAND     )  
                                  ) To Wit:  
QUEEN ANNE'S COUNTY )

I HEREBY CERTIFY, that on this *15<sup>th</sup>* day of February, 1967, before the subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared David C. Bryan, Assignee, in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

And 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 December 21, 1966, 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.

Charles W. Cecil  
Clerk

*Filed Feb. 15, 1967*



**ATTORNEY'S SALE**  
—OF—  
**VALUABLE PROPERTY**

**On Chesterfield Avenue  
In Town Of Centreville**

Under and by virtue of the powers of sale contained in a mortgage from Louis Calvin Timms and Josephine Y. Timms, his wife, to The Centreville National Bank of Maryland, dated June 29, 1962, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber T.S.P. No. 67, folio 105, and the second mortgage from Louis Calvin Timms and Josephine Y. Timms, his wife, to J. Herbert Carter, dated June 29, 1962, and recorded among said land records in Liber T.S.P. No. 67, folio 107, said second mortgage having been duly assigned on June 29, 1962, by the said J. Herbert Carter to the said The Centreville National Bank of Maryland, both of said mortgages having been duly assigned unto David C. Bryan for the purpose of foreclosure and collection, and default having occurred in the terms of said mortgages, the undersigned attorney will offer at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 1:30 P.M. E.S.T. on

**Friday, February 3, 1967**

the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Town of Centreville in the Third Election District of Queen Anne's County, State of Maryland, at or near Centreville Landing, being a part of the "Dockery Lot", and known or called as "The Daniel E. Stewart Property", bounded on the northwest by the store property formerly of Jessie L. Merchant, now of Francis Golt, on the southeast by the lands of Susie Rice Burris, on the southwest by the public road from Centreville to Burrisville over Long Bridge, and on the northeast by the waters of Corsica River or Corsica Creek.

BEING all and the same property conveyed unto Louis Calvin Timms and Josephine Y. Timms, his wife, by deed from Jessie L. Conley and Samuel E. Conley, her husband, dated March 29, 1958, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 40, folio 192, reference being made to said deed for a more particular description thereof.

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


IMPROVEMENTS: One 3 story frame dwelling, asbestos shingled, 5 rooms with bath and an outbuilding.

TERMS OF SALE: A cash deposit of ten percent (10%) of the purchase price will be required on the day of the sale, balance within ten (10) days of the ratification of the sale by the Court, any portion unpaid at the date of sale to bear interest and to be secured to the satisfaction of the undersigned, or entire purchase price may be paid on day of sale. Full possession will be given to the purchaser upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps and notary fees to be paid by the purchaser.

DAVID C. BRYAN

Wm. J. Barcus, Auctioneer

4t-2-2

8  
Queen  Anne's  
**RECORD-OBSERVER**

Centreville, Md., Feb 9, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ATTORNEY'S SALE LOUIS CALVIN TIMMS &

in the case/estate of JOSEPHINE Y. TIMMS

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 3 day of FEB, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 12 day of JAN, 1967, and the last insertion on the 2 day of FEB, 1967

THE RECORD-OBSERVER CORPORATION

By Mary Lou Walters

Filed Feb. 15, 1967

DAVID C. BRYAN,  
Centreville, Maryland  
Assignee

vs.

LOUIS CALVIN TIMMS  
Centreville, Maryland  
and

JOSEPHINE Y. TIMMS  
Centreville, Maryland  
Mortgagors

and  
J. HERBERT CARTER  
Queenstown, Maryland  
Assignor

In the Circuit Court for

Queen Anne's County

In Equity

Chancery No. 4926

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND )  
QUEEN ANNE'S COUNTY ) SS:

I HEREBY CERTIFY, that on this 14<sup>th</sup> day of February  
1967, before me, the subscriber, a Notary Public of the State of  
Maryland, in and for Queen Anne's County, personally appeared  
Wilmer N. Rice, purchaser at the foreclosure sale of this cause  
and being duly authorized so to do, he made oath in due form of  
law that he purchased all that lot, parcel or tract of land, with  
improvements, described in the Advertisement of Sale in this cause,  
as principal and not as agent for anyone, that no others are  
interested in said sale as principal, and that he did not directly  
or indirectly discourage anyone from bidding on said property.

WITNESS my hand and notarial seal.



Lucy Blackiston  
Lucy BLACKISTON  
Notary Public

My Commission Expires July 1, 1967.

Filed Feb. 15, 1967

9

10

ORDER NISI ON SALE

David C. Bryan  
Centreville, Maryland  
Assignee

vs.

Louis Calvin Timms  
Centreville, Maryland  
and  
Josephine Y. Timms  
Centreville, Maryland  
Mortgagors

and  
J. Herbert Carter  
Queenstown, Maryland, Assignor

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

Cause No. 4826

ORDERED, this 15th. day of February, 1967, that  
the sale of the real property, made and reported in this cause by  
David C. Bryan, Assignee, be ratified and confirmed,  
on or after the 20th. day of March, 1967, unless  
cause to the contrary thereof be previously shown; provided a copy of this order be inserted  
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-  
cessive weeks before the 13th. day of March, 1967.

The report states the amount of sales to be \$1,600.00.

*Charles W. Cecil* Clerk

Filed February 15, 1967

CERTIFICATE OF AUCTIONEER

11  
I HEREBY CERTIFY, that I did sell at public auction:

ALL that lot or parcel of land situate, lying and being in the Town of Centreville in the Third Election District of Queen Anne's County, State of Maryland, at or near Centreville Landing, being a part of the "Dockery Lot", and known or called as "The Daniel E. Stewart Property", bounded on the northwest by the store property formerly of Jessie L. Merchant, now of Francis Golt, on the southeast by the lands of Susie Rice Burris, on the southwest by the public road from Centreville to Burrisville over Long Bridge, and on the northeast by the waters of Corsica River or Corsica Creek.

BEING all and the same property conveyed unto Louis Calvin Timms and Josephine Y. Timms, his wife, by deed from Jessie L. Conley and Samuel E. Conley, her husband, dated March 29, 1958, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 40, folio 192, reference being made to said deed for a more particular description thereof.

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

In front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Friday, February 3, 1967, beginning at the hour of 1:30 P.M., Eastern Standard Time unto Wilmer N. Rice, Centreville, Maryland  
at and for the sum of One Thousand Six Hundred Dollars (\$1,600.00)

*William J. Barrow*  
Auctioneer

*Filed March 29, 1967*

12

DAVID C. BRYAN, ASSIGNEE

VS.

LOUIS CALVIN TIMMS

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* NO. 4826

\*\*\*\*\*

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Joseph Palmer Andrew and Toni Rose Andrew, his wife, by Vachel A. Downes, Jr., their attorney unto your Honors respectfully represents:

1. That David C. Bryan, assignee, did, on or about the 3rd day of February, 1967, sell the property more particularly described in this cause unto Wilmer N. Rice at and for the sum of \$1600.00, upon which a deposit has been made in the sum of \$160.00, all as more fully appearing by reference to the report of sale in this cause.
2. That the aforesaid sale has not been ratified by this Court.
3. That the said Wilmer N. Rice has duly assigned all of his right, title, interest and estate in and to the aforesaid property as purchaser at the aforesaid public sale unto Joseph Palmer Andrew and Toni Rose Andrew, his wife, by assignment dated the 29<sup>th</sup> day of July, 1967, filed herewith and marked Petitioners Exhibit No. 1, which Exhibit is prayed be made a part hereof.
4. That the said Joseph Palmer Andrew and Toni Rose Andrew, his wife, do desire to be substituted in the place and stead of Wilmer N. Rice as the purchaser of the aforesaid property, and the said Wilmer N. Rice does consent thereto as will more fully appear by reference to the aforesaid assignment.

WHEREFORE your Petitioner prays this Honorable Court to substitute Joseph Palmer Andrew and Toni Rose Andrew, his wife, as purchasers of the aforesaid property in the place and stead of Wilmer N. Rice as fully as if the said Joseph Palmer Andrew and Toni Rose Andrew, his wife, had purchased said lands in the first instance at said public sale, said parties assuming all right, title, interest, estate, duty and obligation of the original purchaser.

AND AS IN DUTY BOUND, ETC.

Joseph Palmer Andrew  
Joseph Palmer Andrew

Vachel A. Downes, Jr.  
Vachel A. Downes, Jr.  
Attorney for Joseph Palmer Andrew and  
Toni Rose Andrew  
115 Lawyers Row  
Centreville, Maryland

Toni Rose Andrew  
Toni Rose Andrew

CONSENT

The undersigned, David C. Bryan, Assignee, does hereby consent to the substitution of Joseph Palmer Andrew and Toni Rose Andrew, his wife, as purchasers of the property more particularly described in this cause in the place and stead of Wilmer N. Rice.

David C. Bryan  
David C. Bryan, Assignee

Filed July 31, 1967

13  
 THIS ASSIGNMENT, Made this 29<sup>th</sup> day of July, 1967,  
 by and between WILMER N. RICE, temporarily residing in the City of New Orleans,  
 State of Louisiana, party of the first part; and JOSEPH PALMER ANDREW and TONI  
 ROSE ANDREW, his wife, of Queen Anne's County, State of Maryland, parties of  
 the second part;

WITNESSETH: that for and in consideration of the sum of One Hundred  
 Sixty Dollars (\$160.00) and other good and valuable considerations, the said  
 party of the first part, Wilmer N. Rice, does hereby grant and convey unto the  
 parties of the second part, Joseph Palmer Andrew and Toni Rose Andrew, his wife,  
 all his right, title, interest and estate in and to the property of, or formerly  
 of, Louis Calvin Timms and Josephine Y. Timms, located at or near Centreville  
 Landing, in the Town of Centreville, Third Election District of Queen Anne's  
 County, Maryland, under and by virtue of the purchase of said lands at public  
 sale on or about the 3rd day of February, 1967, from David C. Bryan, Trustee  
 in Chancery No. 4826 in the Circuit Court for Queen Anne's County.

And the undersigned does hereby consent to the substitution of the  
 parties of the second part in the place and stead of the party of the first  
 part as purchasers of said lands in said Chancery cause, as fully as if the  
 parties of the second part had purchased said lands in the first instance at  
 said public sale.

And the said parties of the second part do join herein for the  
 purpose of consenting to said assignment and do hereby assume all right, title,  
 estate, duty and obligation of the said Wilmer N. Rice, as purchaser of said  
 lands, all as is more fully set forth and explained in the Report of Sale of  
 said Trustee filed among the papers in said Chancery No. 4826 in the Circuit  
 Court for Queen Anne's County, In Equity.

AS WITNESS the hands and seals of the parties hereto.

WITNESS:

Mary Blackwood

Wilmer N. Rice (SEAL)  
 Wilmer N. Rice

Richard G. Haun Jr.

Joseph Palmer Andrew (SEAL)  
 Joseph Palmer Andrew

Richard G. Haun Jr.

Toni Rose Andrew (SEAL)  
 Toni Rose Andrew

STATE OF LOUISIANA

to wit:

PARISH OF ORLEANS

I HEREBY CERTIFY, that on this 11 day of JULY, 1967, before me, the undersigned, a Notary Public of the State of Louisiana, in and for the Parish aforesaid, personally appeared Wilmer N. Rice, and he acknowledged the foregoing Assignment to be his act.

AS WITNESS my hand and Notarial Seal.

*Henry G. Ensenat*

NOTARY PUBLIC

HENRY G. ENSENAT

Notary Public, Parish of Orleans, State of La.  
My Commission is issued for life.

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 29 day of July, 1967, before me, the undersigned, personally appeared Joseph Palmer Andrew and Toni Rose Andrew, his wife, and they did acknowledge the foregoing Assignment to be their act.

AS WITNESS my hand and Notarial Seal.

*Richard G. Rousselle, Jr.*

NOTARY PUBLIC

*Filed July 31, 1967*

Queen Anne's

# RECORD-OBSERVER

Centreville, Md., March 29, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI #4826

in the ~~Case~~ state of BRYAN VS TIMMS

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 3 successive weeks before the 13 day of MARCH, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23 day of FEB, 1967, and the last insertion on the 9 day of MARCH, 1967.

THE RECORD-OBSERVER CORPORATION

By Mary Lou Walters

*Filed July 31. 1967*

## Order Nisi On Sale

David C. Bryan  
Centreville, Maryland  
Assignee

vs.  
Louis Calvin Timms  
Centreville, Maryland  
and

Josephine Y. Timms  
Centreville, Maryland  
Mortgagors  
and

J. Herbert Carter  
Queenstown, Maryland  
Assignor

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

Cause No. 4826

Ordered, this 15th day of February, 1967, that the sale of the real property, made and reported in this cause by David C. Bryan, Assignee, be ratified and confirmed, on or after the 20th day of March, 1967, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 13th day of March, 1967.

The report states the amount of sales to be \$1,600.00.

CHARLES W. CECIL, Clerk  
Filed: February 15, 1967

True Copy  
Test: CHARLES W. CECIL, Clerk  
31-3-9

## ORDER

15  
Upon the foregoing Petition, it is this 31<sup>st</sup> day of July, 1967, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ORDERED that Joseph Palmer Andrew and Toni Rose Andrew, his wife, by and they are hereby substituted as purchasers of the property in this cause in the place and stead of Wilmer N. Rice, said substituted purchasers assuming all right, title, interest, estate, duty and obligation of the said Wilmer N. Rice as fully as if they had purchased said lands in the first instance at the aforesaid public sale.

Mary Kentway J.  
JUDGE

*Filed July 31. 1967*



16

DAVID C. BRYAN  
Centreville, Maryland  
Assignee

vs.

LOUIS CALVIN TIMMS  
Centreville, Maryland  
and  
JOSEPHINE Y. TIMMS  
Centreville, Maryland  
Mortgagors  
and  
J. HERBERT CARTER  
Queenstown, Maryland  
Assignor

\* In the Circuit Court for  
\*  
\*  
\* Queen Anne's County  
\*  
\*  
\*  
\*  
\* In Equity  
\*  
\*  
\*  
\* Chancery No. 4826

FINAL ORDER OF RATIFICATION OF SALE

ORDERED, by the Circuit Court for Queen Anne's County,  
in Equity, this 31<sup>st</sup> day of July, 1967, that the  
sale of the real estate made and reported in this cause by David  
C. Bryan, Assignee, be, and the same is hereby finally ratified  
and confirmed, no cause to the contrary thereof having been shown  
although due notice thereof appears to have been given as required  
by the preceding order nisi; and the said attorney is allowed the  
usual commissions and such proper expenses, not personal, as he  
shall produce vouchers therefor to the Auditor.

*Thos J. Keating Jr*  
\_\_\_\_\_  
Judge

*Filed July 31. 1967*

17  
DAVID C. BRYAN  
Centreville, Maryland  
Assignee

vs.

LOUIS CALVIN TIMMS  
Centreville, Maryland  
and  
JOSEPHINE Y. TIMMS  
Centreville, Maryland  
Mortgagors  
and  
J. HERBERT CARTER  
Queenstown, Maryland  
Assignor

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 4826

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 David C. Bryan, Assignee of the mortgage foreclosed in these proceedings, wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceeding and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$2,626.45.

2. That in the within account, the vendor is charged with the proceeds of sale and interest on unpaid portion of purchase price, and he is allowed his fee for his services, his commissions for making said sale, the Court costs in this cause, his premium on his corporate surety bond, the several advertising costs, the auctioneer's fee, fire insurance premium, State and County and Town of Centreville taxes due for year 1966 and vendor's share of 1967 Town of Centreville taxes, the fee of your Auditor for stating this audit, and the balance was directed to be paid to the Mortgagee as a credit on the money due under the mortgage foreclosed herein.

Respectfully submitted,

*J. Thomas Clark*  
Auditor

October 25, 1967

*Filed Oct 25, 1967*

Cause No. 4826

The proceeds of the sale of land reported in this cause, in account with David C. Bryan, Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1967

July 31	By gross proceeds of the sale of said land, per report of said Vendor, to wit:-----	\$1,600.00
	By interest on unpaid balance of purchase money, per report of vendor, to wit:-----	57.60
	By total proceeds of sale-----	\$1,657.60

Dr.

To David C. Bryan, Assignee, of mortgage foreclosed (and vendor), per terms of mortgage, to wit:		
1-His commissions for making sale----	\$160.00	
2-His fee for his services-----	50.00	210.00
To do., for an amount paid Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited, to wit:-----		15.00
To do., for an amount paid Charles W. Cecil, Clerk, for court costs, per receipt exhibited, to wit:		
1-Costs of Chas. W. Cecil, Clerk-----	\$ 25.00	
2-Appearance fee of David C. Bryan, Atty.-----	10.00	35.00
To do., for an amount paid Hartford Accident and Indemnity Co., for the Assignee's corporate surety bond filed in this cause, per receipt exhibited, to wit:-----		20.00
To do., for amounts paid Queen Anne's Record-Observer, per its receipt exhibited, to wit:		
1-For publishing Notice of Sale-----	\$118.75	
2-For publishing Order Nisi of Sale--	14.00	132.75
To do., for an amount paid W. J. Barcus, Jr., Auctioneer, for crying said sale, per receipt exhibited, to wit:-----		25.00
To do., for an amount paid Townsend Kane & Co., Inc., for fire insurance premium on the real estate sold in these proceedings, the sum of-		22.92

October 25, 1967

*J. Thomas Clark*  
Auditor

To do., for an amount paid Royden N. Powell, Jr., Treasurer, for State and County taxes due for year 1966, per receipt exhibited, to wit:-----	\$ 65.41	
To do., for amounts paid Town of Centreville, for taxes, per receipts exhibited, as follows:		
1-For year 1966-----	\$ 22.55	
2-For vendor's share of 1967 taxes---	<u>15.95</u>	38.50
To J. Thomas Clark, Auditor, for stating this audit and mailing out notices, the sum of-----		35.00
To The Centreville National Bank of Maryland, as a partial payment on the mortgage indebtednesses in the total sum of \$3,684.47, the balance of the sum of-----		1,058.02
	<u>\$1,657.60</u>	<u>\$1,657.60</u>

October 25, 1967

*J. Thomas Clark*  
Auditor

*Filed Oct 25, 1967*

18

DAVID C. BRYAN, Assignee

vs.

LOUIS CALVIN TIMMS, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4826

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 25, 1967, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

David C. Bryan, Assignee  
Centreville, Maryland

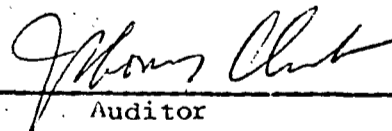
Louis Calvin Timms  
Centreville, Maryland

Josephine Y. Timms  
Centreville, Maryland

J. Herbert Carter  
Queenstown, Maryland

The Centreville National Bank of Maryland  
Centreville, Maryland

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on October 25, 1967, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before November 9, 1967, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on November 10, 1967.

  
\_\_\_\_\_  
Auditor

*Filed Oct. 25. 1967*

NISI RATIFICATION OF AUDIT

19

David C. Bryan, Assignee

vs.

Louis Calvin Timms, et al

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

Cause No. 4826

ORDERED, this 25th. day of October, 1967, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 10th. day of November, 1967, unless cause to the contrary thereof be previously shown.

*Charles W Cecil* Clerk

Filed Oct. 25, 1967

20

David C. Bryan, Assignee

vs.

Louis Calvin Timms et al

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

Cause No. 4826

FINAL RATIFICATION OF AUDIT

ORDERED, this 10th. day of November, 1967, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and David C. Bryan, Assignee, 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.

*Charles W Cecil*  
Clerk of the Circuit Court for  
Queen Anne's County.

*Filed Nov. 10. 1967*

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this fourth day of April, in the year nineteen hundred and sixty-seven, the following Order to Docket Suit was brought to be recorded, to wit:-

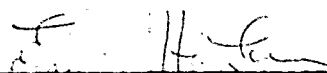
EUGENE HETTMAN : IN THE  
Assignee : CIRCUIT COURT  
vs. : OF  
VIEWSIDE, INC. : QUEEN ANN'S COUNTY  
: (IN EQUITY)

.....

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled foreclosure proceeding, and file Complainant's Exhibit No. 1.

  
Eugene Hettleman, Attorney and Assignee  
220 E. Lexington Street  
Baltimore, Maryland 21202  
PL 2-3169

*Filed April 4, 1967*

2 No. 47980  
R. 59967 RECEIVED FOR RECORD June 21, 1962

Complaint's Exhibit #1

PURCHASE MONEY

THIS MORTGAGE, Made this 13 day of June

in the year nineteen hundred and Sixty-two  
body Corporate of the State of Maryland

by and between Viewside Inc., a

Mortgagor of the

in the State of Maryland of the first part, and

Peter L. Messina and Margaret Messina, his wife,

, Mortgagees, of the second part:

Whereas, the said Mortgagor is justly indebted in the full sum of Five Thousand Four hundred (\$5,400.00) Dollars, said sum to be repaid in equal monthly installments of \$89.50 each, which shall include interest on the aforesaid unpaid principal balance at 6% per annum, beginning for the first thereof on the 10th day of July 1962 and continuing for the same on the 10th day of each succeeding month thereafter until the whole of said Five Thousand Four Hundred (\$5,400.00) dollars, with interest as aforesaid, shall have been paid, to secure the payment of which sum these presents are executed.

Principal and interest shall be credited and adjusted on a monthly direct reduction basis.

It is agreed that the Mortgagor or its assigns may pay the principal and accrued interest in full at any time without penalty, bonus or release fees.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Viewside, Inc. -----

does grant and convey unto Peter L. Messina and Margaret Messina his wife, ----- their heirs and assigns,

in fee simple, all that lot or parcel ~~lot xxxxx parcel xxx of ground situate and lying in the~~

~~aforsaid and described as follows to wit: Beginning for~~  
of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a Plat entitled "Bay City, Section One, by William D. Purdum, Registered Surveyor, dated July 15, 1952, recorded among the Land Records of Queen Anne's County in Liber T.S.P, No. 5, folio 486, said lot being know and designated thereon as Lot No. 22 Block 16, of Bay City, Section One.

BEING the same lot of ground which by deed of even date was conveyed by Peter L. Messina and Margaret Messina, his wife unto the Mortgagor named herein and recorded or intended to be recorded immediately prior hereto among the Land Records of Queen Anne's County.

Filed April 4, 1967



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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Peter L. Messina and Margaret Messina, his wife, their ----- heirs and assigns, forever.

Provided, that if the said Viewside, Inc. -----

its successors  
~~executors, administrators~~ or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Five Thousand Four Hundred ----- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on its part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagees, their personal representatives, or assigns, or ----- duly authorized Attorney or Agent

of the said Mortgagee, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. 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 66 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 such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of ----- 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 executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor its heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for its ~~heirs, personal representatives~~ <sup>Successors</sup> and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for its ~~heirs, personal representatives~~ <sup>successors</sup> and assigns, do hereby covenant to pay, and the said Mortgagee, their personal representatives or assigns, or ----- their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said party of the first part, its <sup>successors</sup> ~~executors, administrators~~ or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments

Viewside, Inc. the said party of the first part covenant to pay when legally payable.

And the said party of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least \_\_\_\_\_ dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, \_\_\_\_\_ executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness *at* the hand and ~~seal~~ of David M. Nichols, President of Viewside Inc., a body corporate of the State of Maryland and its Corporate Seal hereto affixed, body duly attested.

TEST:

*James L. Zander*

VIEWSIDE, INC.  
*David M. Nichols*  
 by David M. Nichols, President



[SEAL]

State of Maryland,

I Hereby Certify, that on this 13 day of June, ss: in the year one thousand nine hundred and eighty two before me, *James L. Zander Notary Public* of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared David M. Nichols, president of Viewside, Inc. -----

the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be the act of the said ~~xxx~~ At the same time also appeared Peter L. Messina and Margaret \_\_\_\_\_ body corporate.

Messina, his wife ----- who ~~and~~ made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

*James L. Zander*

NO TITLE SEARCH

For value received, we hereby assign the within mortgage and the debt thereby secured to Eugene Hettleman

Attest:

Joseph Wroczek  
Ch. Roth

Peter L. Messina (Seal)  
Peter L. Messina

Margaret Messina (Seal)  
Margaret Messina

EUGENE HETTLEMAN : IN THE  
 Assignee : CIRCUIT COURT  
 vs. : OF  
 VIEWSIDE, INC. : QUEEN ANNE'S COUNTY  
 : (IN EQUITY)

.....

STATEMENT OF MORTGAGE CLAIM

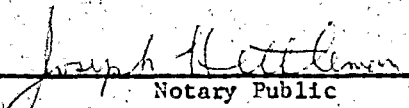
A Statement of Mortgage Claim, under mortgage dated January 13, 1962, from Viewside, Inc., to Peter L. Messina and Margaret Messina, his wife, recorded among Land Records of Queen Anne's County in Liber TSP 67 folio 17 and short assigned to Eugene Hettleman:

Original amount of mortgage	\$5,400.00
Paid on principal	<u>2,075.00</u>
Balance due as of October 1, 1965	\$3,325.00

STATE OF MARYLAND, CITY OF BALTIMORE:

I hereby certify that on this 3rd day of April, 1967, before the undersign, a Notary Public of the State of Maryland, in and for City of Baltimore, personally appeared Eugene Hettleman, Assignee, and made oath in due form of law that the foregoing statement of mortgage claim is true and correct, to the best of his knowledge, information, and belief.



  
 Notary Public

*Filed April 4, 1967*

RECEIVED FOR W. H. ...

1967 1 APR 182

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

Bond No. 80 98 291

KNOW ALL MEN BY THESE PRESENTS:

That we, Eugene Hottloman, Assignee  
 600 Knickerbocker Building  
 Baltimore, Maryland as Principal,  
 and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws  
 of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and  
 just sum of Two Thousand and no/100- - - - - \$2,000.00- - - - - 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, Administrators, Successors or Assigns  
 jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of April  
 in the year of our Lord 1967

Whereas, the above bounden Eugene Hottloman, Assignee  
 by virtue of the power contained in a mortgage from Peter L. and Margaret Messina  
 to View Side Inc.  
 bearing date the 13th day of January, 1962 and recorded  
 among the mortgage records of Queen Anne County  
 in Liber. G. S. P. No. 67 Folio 17 and

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  
 Eugene Hottloman, Assignee

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.

In Testimony Whereof, the above bounden Eugene Hottloman

has hereunto set his hand and seal, and the said body corporate has caused these presents to be  
 duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Joseph Hottloman (SEAL)  
 Eugene Hottloman (SEAL)

Witness:

Rogena Tyler  
 Rogena Tyler  
 MARYLAND ATTORNEY & BOND

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
 By A. John Southall  
 Attorney-in-Fact

Unfiled copy of power  
 of attorney attached

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 182, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 25th day of April in the year nineteen hundred and sixty-seven.

*Charles W. Cecil*

Clerk

5/ EUGENE HETTLERMAN  
Assignee

vs


VIEWSIDE, INC.

: IN THE  
:  
: CIRCUIT COURT OF  
:  
: QUEEN ANNE'S COUNTY

Equity No. 4848

REPORT OF SALE

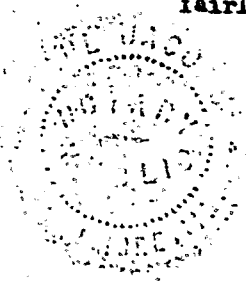
The report of sale of Eugene Hettlerman, Assignee of mortgage from Viewside, Inc., to Peter L. Messina and Margaret Messina, his wife, recorded among the land records of Queen Anne's County in Liber TSP 67 folio 17, shows that after giving bond as prescribed by law, which was duly approved, and having 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 for more than three successive weeks preceding the day of sale, said ~~THOMAS~~ Eugene Hettlerman, Assignee did pursuant to said notice, on Friday, the 5th day of May, attend on the premises and then and there sold all that lot or parcel lying on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a Plat entitled "Bay City, Section One, by William D. Purdum, Registered Surveyor, dated July 15, 1952, and recorded among the land records of Queen Anne's County in Liber TSP No. 5, folio 486, said lot being known and designated thereon as Lot No. 22 Block 16, of Bay City, Section One, in fee simple to The Chesapeake View Company, for the sum of \$300.00, it having offered the greatest price therefor.

  
\_\_\_\_\_  
Assignee

STATE OF MARYLAND, CITY OF BALTIMORE:

I hereby certify that on this 22nd day of June, 1967, before the undersigned, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Eugene Hettlerman, assignee, 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.

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

  
Filed June 26, 1967





SARATOGA 7-4046

*Harvey West*

AUCTIONEER AND APPRAISER

KNICKERBOCKER BUILDING • 218 E. LEXINGTON STREET • BALTIMORE, MARYLAND 21202

REAL ESTATE SALES  
JUDICIAL SALES  
LIQUIDATIONS  
MERCHANDISE  
APPRAISALS

June 6, 1967

Mr. Eugene Hettleman, Atty.  
218 E. Lexington Street  
Baltimore, Maryland 21202

RE: Waterfront Property  
Queen Anne's County

AUCTIONEER'S FEE:	-----	\$35.00
ADVERTISING:	-----	<u>37.50</u>
		\$72.50

*Harvey West*

AUCTIONEER AND APPRAISER

KNICKERBOCKER BUILDING • 218 E. LEXINGTON STREET • BALTIMORE 2, MARYLAND

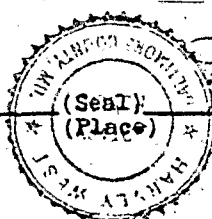
REAL ESTATE SALES  
JUDICIAL SALES  
LIQUIDATIONS  
MERCHANDISE  
APPRAISALS

1

Queen Anne's County  
STATE OF MARYLAND, ~~XXXXXXXXXXXXXXXXXXXX~~ SCT:

I HEREBY CERTIFY, that on this 5th day of  
May, 1967, before me, the subscriber, a Notary Public of  
the State of Maryland, in and for the City of Baltimore aforesaid,  
personally appeared C. M. Plitt (agent for) Chesapeake, purchaser  
View Corp.  
at the foreclosure sale in this cause, and made oath in due form of  
law that he is the ~~purchaser~~ <sup>agent</sup> and purchased same ~~as principal~~ <sup>as agent</sup>  
as an agent ~~for anyone~~ and that he has not directly or indirectly  
discouraged anyone from bidding for the said property : Lot No. 22  
Block 16 Queen Anne's County mentioned in the said Report of  
Sale.

*C. M. Plitt - agent*  
Purchaser



*Harvey West*  
Notary Public

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

*Filed June 26, 1967*

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ORDER NISI ON SALE

Eugene Hettleman, Assignee

vs

Viewside, Inc.

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

Cause No. 4848

ORDERED, this 26th. day of June, 1967, that  
the sale of the real property, made and reported in this cause by  
Eugene Hettleman, Assignee, be ratified and confirmed,  
on or after the 27th. day of July, 1967, unless  
cause to the contrary thereof be previously shown; provided a copy of this order be inserted  
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-  
cessive weeks before the 20th. day of July, 1967.

The report states the amount of sales to be \$ 300.00.

Charles W. Carl Clerk

Filed June 26, 1967

### AUCTION SALE OF WATERFRONT PROPERTY

Eugene Hettelman, Assignee of mortgage from Viewside Inc., to Peter L. Messina and Margaret Messina, his wife dated June 13, 1962 and recorded among the land records of Queen Anne's County in Liber TSP 68 folio 17.

Fee simple, unimproved water front lot.

Known and designated as Lot No. 22 Block 16 as shown on the plat of "Bay City, Section One" by William D. Purdum, Registered Surveyor, dated July 13, 1952 and recorded among the land records of Queen Anne's County in Liber TSP No. 5 folio 486.

Sale to be held on premises on

**MAY 5, 1967**  
at 12 noon

Deposit—\$200.00.

Auctioneer: Harvey West, Auctioneer  
218 E. Lexington Street  
Baltimore, Maryland 21202  
Phone SA 7-4048

4-5-4

9

Queen Anne's

### RECORD-OBSERVER

Centreville, Md., 8/7/67, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the SALE OF WATERFRONT PROPERTY

in the case/estate of

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 5 day of MAY, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13 day of APRIL, 1967, and the last insertion on the 5 day of MAY, 1967

THE RECORD-OBSERVER CORPORATION

By Mary Lou Waller

Filed Aug 7, 1967

### Order Nisi On Sale

Eugene Hettelman, Assignee  
vs.  
Viewside, Inc.

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

Cause No. 4848

ORDERED, this 26th day of June, 1967, that the sale of the real property, made and reported in this cause by Eugene Hettelman, Assignee, be ratified and confirmed, on or after the 27th day of July, 1967, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 20th day of July, 1967.

The report states the amount of sales to be \$300.00.

CHARLES W. CECIL, Clerk  
Filed: June 26, 1967

True Copy  
Test: CHARLES W. CECIL, Clerk  
3-7-13

10

Queen Anne's

### RECORD-OBSERVER

Centreville, Md., 8/7/67, 1967

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the NISI

44848

in the case/~~estate~~

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 3 successive weeks before the 20 day of JULY, 1967, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29 day of JUNE, 1967, and the last insertion on the 13 day of JULY, 1967

THE RECORD-OBSERVER CORPORATION

By Mary Lou Waller

Filed Aug 7, 1967

FINAL ORDER OF RATIFICATION ON TRUSTEE'S REPORT OF SALE

EUGENE HETTMAN, ASSIGNEE

vs.

VIEWSIDE, INC.

IN THE  
CIRCUIT COURT

-OF-

~~WISCONSIN~~  
QUEEN ANNE'S COUNTY

(IN EQUITY)

Equity No. 4848

ORDERED BY THE COURT, This

30/15

day of August, 1967, that the sale made and reported by the

Trustee, Eugene Hettman, Assignee to the Chesapeake View Company

in the above entitled case

aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order

Nisi passed in said cause; and the Assignee ~~Trustee~~ allowed the usual commissions and such proper expenses as

he shall produce vouchers for to the Auditor.

*[Signature]*  
Judge

Filed Aug 30. 1967

12  
EUGENE HETTMAN, Assignee

vs.

VIEWSIDE, INC.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4848

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 Eugene Hettlemen, Assignee of the mortgage foreclosed in these proceedings, wherein it appears that there is a deficiency in that the proceeds of the sale were not sufficient to pay the costs in this proceeding and the amount due under the mortgage. The mortgage deficiency appears to be in the sum of \$3,204.70.

2. That in the within account, the vendor is charged with the proceeds of sale, and he is allowed his commissions for making said sale, the Court costs in this cause, the several advertising costs, the auctioneer's fee, his premium on his corporate surety bond, the fee of your auditor for stating this audit, and the balance was directed to be paid to Assignee of mortgage as a credit on the money due under the mortgage foreclosed herein.

Respectfully submitted,

*J. Thomas Clark*  
Auditor

October 25, 1967

~~Filed~~ Oct. 25, 1967

Cause No. 4848

The proceeds of the sale of land reported in this cause, in account with Eugene Hettleman, Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1967

Aug. 30 By gross proceeds of the sale of said land, per report of said vendor, to wit:-----\$300.00

---

To Eugene Hettleman, Assignee, of mortgage foreclosed (and vendor), his commissions for making sale, per terms of mortgage, to wit:-----\$ 30.00

To do., for an amount paid Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited, to wit:----- 15.00

To do., for an amount due Charles W. Cecil, Clerk, for court costs, per statement exhibited, to wit:  
1-Costs of Chas. W. Cecil, Clerk--\$18.20  
2-Appearance fee of Eugene Hettleman, Atty.----- 10.00 28.20

To do., for amounts paid Queen Anne's Record-Observer, per its receipts exhibited, to wit:  
1-For publishing Notice of Sale---\$37.50  
2-For publishing Order Nisi of Sale14.00 51.50

To do., for an amount due Harvey West, Auctioneer, for crying said sale, per rules of Court, to wit:----- 25.00

To do., for an amount due U.S.F.&G. for the Assignee's corporate surety bond filed in this cause, per statement exhibited, to wit:----- 10.00

To J. Thomas Clark, Auditor, for stating this audit and mailing out notices, the sum of----- 20.00

To Eugene Hettleman, as a partial payment on the mortgage indebtedness in the total sum of \$3,325.00, the balance or the sum of----- 120.30  
\$300.00 \$300.00

October 25, 1967

*John W. Clark*  
Auditor

*Filed Oct. 25. 1967*

13  
EUGENE HETTLEMEN, Assignee

vs.

VIEWSIDE, INC.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4848

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 25, 1967, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Eugene Hettleman, Assignee  
600 Knickerbocker Building  
220 East Lexington Street  
Baltimore, Maryland 21202

Viewside, Inc.  
c/o Clarence Plitt  
857 Park Avenue  
Baltimore, Maryland 21217

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on October 25, 1967, with the Clerk of this Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before November 9, 1967, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on November 10, 1967.

*John L. ...*  
Auditor

*Filed Oct. 25, 1967*





15  
Eugene Hettleman, Assignee

vs.

Viewside, Inc.

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

Cause No. 4848

## FINAL RATIFICATION OF AUDIT

ORDERED, this 10th. day of November, 1967, that the Report and Account filed herein by J. Thomas Clark, Auditor, be hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by first class mail to all interested parties as shown by certificate filed by the Auditor; and Eugene Hettleman, Assignee, 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.

*Charles W. Cecil*  
Clerk of Circuit Court for Queen  
Anne's County, Maryland

*Filed Nov. 10. 1967*

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this fourth day of May, in the year nineteen hundred and sixty-seven, the following Bill of Complaint was brought to be recorded, to wit:-

ELLA SCOTT; ELSIE KENDALL, : IN THE CIRCUIT COURT  
both of 227 South 57th St., :  
Philadelphia, Pennsylvania, :  
VERNON R. KENDALL, : FOR  
Philadelphia, Pennsylvania; :  
RICHARD CARLTON KENDALL, Infant; :  
RUSSELL ALLEN KENDALL, Infant, : QUEEN ANNE'S COUNTY  
and ROSS AARON KENDALL, Infant, :  
by VERNON R. KENDALL, their :  
parent and next friend and :  
natural guardian : CHANCERY NO. 4857  
  
Vs. :  
  
THE UNBORN CHILDREN OF :  
VERNON R. KENDALL :

Now comes Ella Scott, Elsie Kendall, Vernon R. Kendall, Richard Carlton Kendall, infant, Russell Allen Kendall, Infant, and Ross Aaron Kendall, infant, by Vernon R. Kendall, their parent and next friend and natural guardian by Philip Z. Altfeld, their attorney, who respectfully represents:

1. One Martha Cole (a/k/a Martha DeCoursey Wilkerson) acquired title in about 1884 to a tract of land containing 15.431 acres in the Fifth Election District of Queen Anne's County, Maryland described as follows:

Beginning for the same at a point on the Northeast side of Maryland Route 404 (20' from the centerline of paving), said point being the Westernmost corner of the herein described lands and a corner of the lands of William H. Fletcher; and running, thence, by and with said Fletcher lands, along lines of possession as evidenced by established fence lines, the five following courses and distances: (1) N.70° 42' E. 386.64' to a stone, (2) N.09° 53'30" W. 217.37' to a corner fence post, (3) S.85° 54' E. 532.93' to a steel corner post, (4) S.01° 07'10" W. 665.77' to a 12" hickory and (5) S.03° 19' 30" W. 276.35' to the Northeast corner of the lands of John F. Heath; thence, by and with the said Heath lands S.87° 13'20" W. 637.00' to the Northeast side of the aforementioned Md. Route 404; thence, by and with said road the three following courses and distances: (1) N.14° 46'40" W. 273.91; (2) along a curve the chord of

MILLER, WHEELER, THOMPSON & THOMPSON, EASTON, MARYLAND

which is N.16° 42'20" W. 310.49', and  
(3) N.18° 03'50" W. 111.82' to the place of  
beginning, containing in all 15.431 acres  
of land, more or less.

2. The said Martha Cole died in Queen Anne's County on  
July 27, 1934 and her Last Will and Testament dated May 19, 1932  
was probated by the Orphans' Court for Queen Anne's County on  
September 8, 1961, said Will provided as follows:

"Item No. 1 - I give, devise and bequeath to my two  
children, George W. Cole and Ella Cole Griffin, in  
equal parts during the natural life of both of them  
and then to the survivor of them, for and during the  
natural life of the survivor of them all of my  
property, real, personal and mixed subject to  
the portion of said property to which my husband  
will be entitled under the law, should he survive  
me, and subject to the bequest hereinafter made to  
Sadie DeCoursey Hawkins of one hundred dollars to  
be paid in equal parts by said George W. Cole and  
Ella Cole Griffin.

Item No. 2 - (this item provides for the bequest  
of \$100.00 to Sadie DeCoursey Hawkins and makes it  
a lien on the property).

Item No. 3 - From and after the death of the survivor  
of my son, George W. Cole, and my said daughter,  
Ella Cole Griffin, I give, devise and bequeath all  
of my said property unto my granddaughter, Elsie  
Ross Kendall, for and during her natural life and  
no longer and from and after the death of said Elsie  
Ross Kendall to her two children, Elaine Kendall and  
Vernon Kendall, for and during their natural lives  
and no longer, in equal parts, but at the death of  
either of them, then to the survivor of them and no  
longer and at the death of the survivor of them to  
the children of the survivor of them as may be living  
at the time of the death of said survivor, absolutely  
and in fee simple."

3. That the Petitioners herein are all of the persons in esse  
entitled to take under the Will of Martha Cole the aforementioned  
property. However, there could be after-born children of Vernon  
Kendall who would be entitled to take a part of the remainder  
interest. Elaine Kendall, sister of Vernon Kendall departed this  
life on April 26, 1961.

4. Chesapeake College, a regional community college and body politic of the State of Maryland has entered into a contract with the adult petitioners herein for the purchase of the entire fee simple estate to the above described property. The college needed to acquire said property as a part of its campus and said college is vested with the powers of eminent domain and the rights of condemnation under the laws of Maryland. The property was appraised by appraisers employed by both the petitioners and the college and a mutually satisfactory purchase price of \$15,500.00 was agreed upon. Examination of the title has revealed the possibility of after-born children who would have an interest in the remainder of this property and, therefore, the transaction could not be completed without court sanction, under Section 167 of Article 16 of the Annotated Code of Maryland.

5. That your petitioners allege that a sale of said property was necessary or else Chesapeake College would have condemned the property. That your petitioners aver that the price obtained is a fair price and to the best interest of all concerned. That your petitioners desire to have this Honorable Court pass a Decree approving the private sale aforesaid to Chesapeake College.

WHEREFORE your Petitioners pray that this Honorable Court in accordance with Section 167 of Article 16 will pass a Decree approving the private sale of said property and appointing a Trustee to execute a deed of said property.

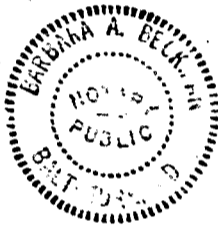
*Philip Z. Altfeld*  
Philip Z. Altfeld, Attorney  
for Petitioners  
909 Maryland Trust Building  
Calvert and Redwood Streets  
Baltimore, Maryland 21202  
Telephone: PLaza 2-0090

-4-

STATE OF MARYLAND, *City of Baltimore* to wit:

I HEREBY CERTIFY, that on this *3rd* day of April, 1967  
before me, the Subscriber, a Notary Public of the State of  
Maryland, in and for *Baltimore City* personally appeared  
Philip Z. Altfeld, Attorney for Petitioners and made oath in due  
form of law that the matters and facts set forth in the foregoing  
Petition are true to the best of his knowledge, information and  
belief.

AS WITNESS my hand and seal.



*Barbara A. Beck*  
Notary Public

*Filed May 4, 1967*

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2

ELLA SCOTT; ELSIE KENDALL,	:	IN THE CIRCUIT COURT
both of 227 South 57th St.,	:	
Philadelphia, Pennsylvania,	:	
VERNON R. KENDALL,	:	FOR
Philadelphia, Pennsylvania;	:	
RICHARD CARLTON KENDALL, Infant;	:	
RUSSELL ALLEN KENDALL, Infant,	:	QUEEN ANNE'S COUNTY
and ROSS AARON KENDALL, Infant,	:	
by VERNON R. KENDALL, their	:	CHANCERY NO. <u>4857</u>
parent and next friend and	:	
natural guardian	:	
vs.	:	
THE UNBORN CHILDREN OF	:	
VERNON R. KENDALL	:	

AUTHORITY TO USE NAME OF PARENT

I, Vernon R. Kendall pursuant to Rule 205 (d) of the Maryland Rules of Procedure hereby authorize the use of my name as parent and next friend of my three infant children, Richard Carlton Kendall, Russell Allen Kendall and Ross Aaron Kendall, in the institution of legal proceedings concerning a sale of a 15.431 acre tract of land in Queen Anne's County, Maryland.

*Vernon R. Kendall*  
Vernon R. Kendall

*Filed Sept. 8. 1967*

2

LIBER

4 PAGE 656

10/

ELLA SCOTT, ET AL	:	IN THE CIRCUIT COURT
	:	
vs.	:	FOR
	:	
	:	QUEEN ANNE'S COUNTY
	:	
THE UNBORN CHILDREN OF	:	
VERNON R. KENDALL	:	CHANCERY NO. <u>4857</u>
	:	

MR. CLERK:

Please enter the appearance of Ernest M. Thompson along with that of Philip Z. Altfeld as attorneys for petitioners.



Ernest M. Thompson  
129 North Washington Street  
Easton, Maryland 21601  
822-1122

*Filed Sept. 8. 1967*



3

ELLA SCOTT: ELSIE KENDALL  
both of 227 South 57th St.,  
Philadelphia, Pennsylvania,  
VERNON R. KENDALL,  
Philadelphia, Pennsylvania,  
RICHARD CARLTON KENDALL, Infant;  
RUSSELL ALLEN KENDALL, Infant  
and ROSS AARON KENDALL, Infant,  
by VERNON R. KENDALL, their  
parent and next friend and  
natural guardian

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

CHANCERY NO. 4857

Vs.

THE UNBORN CHILDREN OF  
VERNON R. KENDALL

Mr. Clerk:

Please file the attached documents as exhibits to the  
Bill of Complaint.

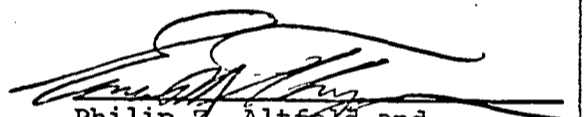
  
Philip Z. Altfeld and  
Ernest M. Thompson  
Attorneys for Plaintiffs

Exhibit A - Certified copy of Will of Martha DeCoursey Wilkerson  
a/k/a Martha Cole.

Exhibit B - Contract of Sale and Plat.

4/11  
 I, Martha DeCoursey Wilkerson, of Queen Anne's County, State of Maryland, make, publish and declare this as and for my last will and testament, hereby revoking all former wills and testaments heretofore made by me.

Item 1. I give, devise and bequeath unto my two children, George W. Cole and Ella Cole Griffin, in equal parts during the natural life of both of them and then to the survivor of them for and during the natural life of the survivor of them all of my property, real, personal and mixed, subject to the portion of said property to which my husband will be entitled under the law, should he survive me, and subject to the bequest hereinafter made to Sadie DeCoursey Hawkins of one hundred dollars, to be paid in equal parts by said George W. Cole and Ella Cole Griffin.

Item 2. I bequeath unto Sadie DeCoursey Hawkins one hundred dollars to be paid to her in equal parts by George W. Cole and Ella Cole Griffin, the part to be paid by each to be a lien upon his or her interest hereunder in my property heretofore devised and bequeathed to them for life, the part to be paid by one shall not be a lien upon the interest of the other in said property.

Item 3. From and after the death of the survivor of my said son, George W. Cole, and my said daughter, Ella Cole Griffin, I give, devise and bequeath all of my said property unto my said granddaughter, Elsie Ross Kendall, for and during her natural life and no longer and from and after the death of said Elsie Ross Kendall to her two children, Elaine Kendall and Vernon Kendall, for and during their natural lives, and no longer, in equal parts, but at the death of either of them then to the survivor of them for and during the natural life of the survivor of them and no longer and at the death of the survivor of them to the children of the survivor of them, to such children of the survivor of them as may be living at the time of the death of said survivor, absolutely and in fee simple.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my seal this nineteenth day of May, in the year nineteen hundred and thirty two.

Exhibit A

Martha DeCoursey Wilkerson

Witnesses A Filed Dec 8, 1967

signed, sealed, published and declared by the above named  
testatrix, Martha DeCoursey Wilkerson, as and for her last will and  
testament in the presence of us, who, at her request, in her presence and  
in the presence of each other have hereunto subscribed our names as  
witnesses.

Verena Crowl  
James Roberts

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

On the 31st day of August, A. D., 1961  
Ella Cole Griffin, now Ella Scott, of 227 South 57th Street,  
Philadelphia 39, Pennsylvania, Custodian  
of the within and foregoing instrument of writing, purporting to be the last Will and Testament of  
MARTHA DECOURSEY WILKERSON, late of Queen Anne's County, deceased,

and made each in due form of law, that the foregoing is the true and whole Will of said deceased, that  
has come to her hand and possession, and that she does not know nor has she heard  
heard of any other and that she received the same from the hand of the Testatrix

on or about the 19th day of May, A. D., 1961.

Sworn before

Edna J. Hill  
Register of Wills of Queen Anne's County, Md.

Form 7

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

On the 31st day of August 1961 came

J. Lemuel Roberts of Centreville, Maryland, one of the

subscribing witness to the foregoing last Will and Testament of MARTHA DeCOURSEY WILKERSON

late of Queen Anne's County, deceased, and made oath in due form of law,

that he did see the Testatrix sign and seal said Will, that he heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of

her so doing she was to the best of his apprehension of sound and disposing mind, memory and understanding; and that he together with Verna Crowl

subscribed his name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open court.

Test:

*E. E. [Signature]*

Register of Wills of Queen Anne's County Md.

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

On the 6th day of September 1961 came

Verna Crowl of Centreville, Maryland, one of the

subscribing witness to the foregoing last Will and Testament of MARTHA DeCOURSEY WILKERSON,

late of Queen Anne's County, deceased, and made oath in due form of law,

that she did see the Testatrix sign and seal said Will, that she 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 her apprehension of sound and disposing mind, memory and understanding; and that she together with J. Lemuel Roberts

subscribed her name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open court.

Test:

*E. E. [Signature]*

Register of Wills of Queen Anne's County, Md.

State of Maryland,

In the Orphans' Court

For Queen Anne's County:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of **MARTHA DeCOURSEY WILKERSON, a/k/a/ MARTHA COLE**, 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 ~~Clerk~~ **Register of Wills**, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, **ORDERS and DECREES**, this **8th** day of **September** A. D., **19 61**, that the same be admitted in this Court as the true and genuine last Will and Testament of the said **MARTHA DeCOURSEY WILKERSON, a/k/a MARTHA COLE**, deceased.

*E. E. Hall*  
Register of Wills of Queen Anne's County,  
Maryland.

Form # 2

In the Orphans' Court for Queen Anne's County, Maryland, Set:

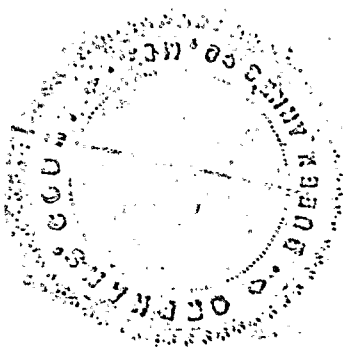
The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-  
going is a true copy of Last Will and Testament of MARTHA DeCOURSEY WILKERSON,  
a/k/a MARTHA COLE, late of Queen Anne's County, Maryland, deceased

as filed and passed in this office on September 8th, 1961

and recorded in Liber E.C.W. No. 1 Folio 233

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 15th  
day of June 19 67.

Stanley E. Conolly  
Register of Wills for Queen Anne's County, Maryland

*Filed Sept 8. 1967*

CONTRACT OF SALE

This Agreement, Made and executed in triplicate on this 14 day of Jan 19 67 by and between Elsie E. Kendall and Ella Scott

hereinafter called the SELLER, of Chesapeake College, a body politic of the State of Maryland hereinafter called the PURCHASER, of Queen Annes County, Maryland

Witnesseth,

1. That the said Seller does hereby bargain and sell, and agree to convey unto said purchaser, and said purchaser does hereby purchase from the Seller, and agree to pay the purchase price, as hereinafter specified, for -

All the following described property, viz: a good and merchantable fee simple title, free and clear of all liens and encumbrances to;

All that tract of land as shown on a plat made by William R. Nuttle, registered surveyor, Chestertown, Maryland dated July, 1966 and entitled, "Plat Of A Survey Of Several Tracts For Chesapeake College" and denoted on said plat as "Ella Scott and Elsie Kendall", said plat being attached hereto and made a part hereof. Said tract of land contains 15.431 acres of land and is improved a frame dwelling and out buildings.

(Purchaser may at its option, at any time after final settlement, remove any grave, remains and/or grave markers, at its expense, to some burial site selected by the sellers, said site to be in Queen Annes County.) 2. The agreed purchase price for said property is the sum of Fifteen thousand, five hundred (\$15,500

Dollars, of which one thousand five hundred and fifty (1,550.) dollars have been paid by the

purchaser at the time of signing this agreement. The purchaser is to pay the balance of the said purchase price on or before March 1, 19 67 in the following manner: cash or certified check. Full and complete possession to be delivered to the purchaser at the time of settlement free of any and all possessory rights of any other persons or parties.

The above down payment shall remain in the hands of Philip Z. Allfeld, Esquire until the time of final settlement and consummation of the transfer of this property.

3. The Seller shall immediately have all insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this contract

4. The Purchaser will submit to the Seller, at or before the time herein stipulated for final payment of the purchase price, a good and sufficient deed to be executed by the seller at the Purchaser's expense and to be delivered, with the possession of said property, to the Purchaser upon payment of the balance of the purchase price and compliance by the Purchaser with the provisions of this Agreement.

Cost of all documentary stamps required by law shall be paid by the Purchaser

The deed to be delivered to the Purchaser herein shall convey, to said Purchaser or to whomsoever he may have substituted as grantee in said deed, a merchantable title in and to said property, free and clear of all liens, and encumbrances except such as are herein specified, but subject however to all applicable laws, ordinances, regulations, taxes and assessments, if any.

Unless otherwise stated herein, all ground rent, rent, water rent, taxes and other public charges against the property shall be apportioned as of the date of final settlement.

5. This contract contains the final and entire Agreement between the parties hereto, who hereby bind themselves, their heirs, executors and administrators, respectively, to the faithful performance of this agreement; it being further agreed that neither the parties nor their agents shall be bound by any terms, conditions, or representations not herein written, and that time is of the essence of this Agreement.

6. This contract contains the final and entire Agreement between the parties hereto, who hereby bind themselves, their heirs, executors and administrators, respectively, to the faithful performance of this agreement; it being further agreed that neither the parties nor their agents shall be bound by any terms, conditions, or representations not herein written, and that time is of the essence of this Agreement.

In Testimony Whereof the parties hereto have executed this Agreement in triplicate on the day and year first above written.

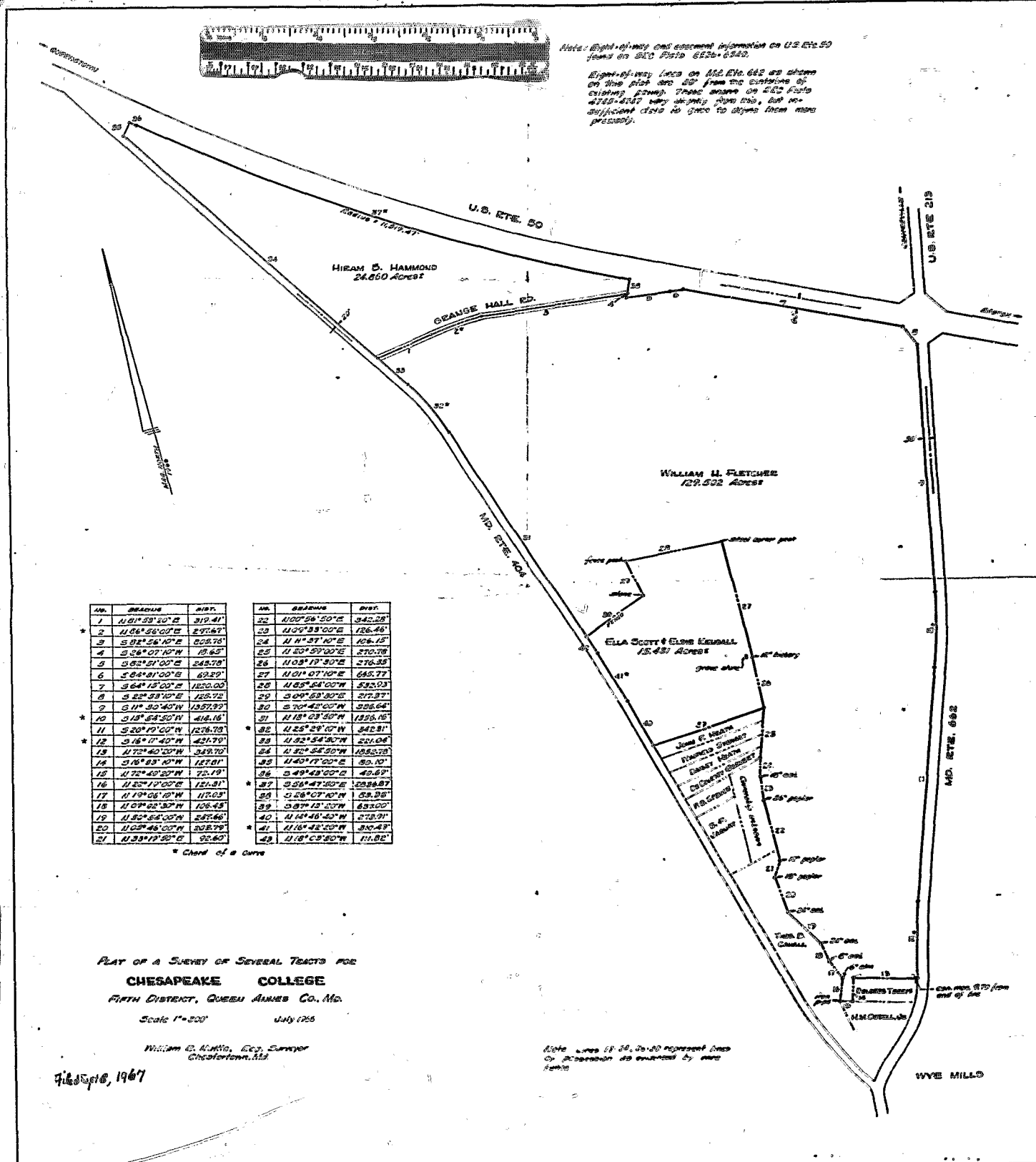
WITNESS - Elsie E. Kendall, Ella Scott, Philip Z. Allfeld

CHESAPEAKE COLLEGE BY Philip Z. Allfeld, President



Note: Right-of-way and easement information on U.S. Rte. 50 taken on SEC. 6519 6520-6523.

Right-of-way lines on SEC. 662 are shown on this plan 25' from the center of existing roadway. These shown on SEC. 652 4523-4527 were derived from this, but no sufficient data is given to show them more precisely.



NO.	BEARING	DIST.	NO.	BEARING	DIST.
1	N 01° 53' 20" E	312.41'	22	N 00° 56' 20" E	342.28'
2	N 06° 58' 00" E	297.67'	23	N 00° 58' 00" E	126.48'
3	S 02° 56' 10" E	608.70'	24	N 11° 47' 10" E	126.15'
4	S 02° 07' 10" W	19.65'	25	N 02° 59' 00" E	270.78'
5	S 02° 21' 00" E	243.78'	26	N 03° 17' 30" E	276.35'
6	S 04° 41' 00" E	63.22'	27	N 01° 07' 10" E	645.77'
7	S 04° 15' 00" E	182.00'	28	N 02° 04' 00" W	523.03'
8	S 02° 03' 10" E	125.72'	29	S 00° 53' 00" E	212.37'
9	S 11° 30' 40" W	132.22'	30	S 70° 42' 00" W	226.64'
10	S 12° 04' 50" W	414.16'	31	N 12° 23' 50" W	1226.16'
11	S 20° 10' 00" W	1274.70'	32	N 25° 28' 10" W	342.81'
12	S 18° 17' 40" W	323.70'	33	N 32° 54' 50" W	221.06'
13	N 72° 40' 00" W	342.70'	34	N 30° 54' 50" W	1226.28'
14	S 16° 53' 10" W	182.81'	35	N 40° 17' 00" E	80.10'
15	N 72° 40' 00" W	75.19'	36	S 49° 43' 00" E	49.67'
16	N 02° 10' 00" E	124.31'	37	S 56° 47' 10" E	2284.87'
17	N 19° 06' 10" W	117.03'	38	S 58° 07' 10" W	53.28'
18	N 09° 02' 00" W	106.48'	39	S 07° 15' 00" W	63.00'
19	N 02° 34' 00" W	287.68'	40	N 16° 46' 40" W	278.31'
20	N 02° 46' 00" W	308.79'	41	N 16° 42' 00" W	300.43'
21	N 33° 12' 00" E	32.60'	42	N 12° 02' 00" W	111.82'

\* Chord of a Curve

PLAN OF A SURVEY OF SEVERAL TRACTS FOR CHESAPEAKE COLLEGE FIFTH DISTRICT, QUEEN ANNES CO., MD. Scale 1"=500' July 1925

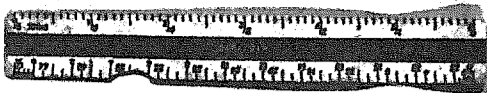
William G. Adams, C.E., Surveyor Chesapeake, Md.

Filed Sept. 1927

Note: Lines 12-30, 32-33 represent lines of observation as indicated by note hereon

WYE MILLS





Note: Right-of-way and easement information on U.S. ETS. 80 found on GEC Plans 6526-6528.

Right-of-way lines on Md. Ets. 662 are shown on this plan 20' from the corners of existing paving. These slopes on GEC Plans 6526-6528 vary slightly from this, but no sufficient data is given to show them more precisely.

NO.	BEARING	DIST.	NO.	BEARING	DIST.
1	N 91° 55' 20" E	319.41	22	N 00° 56' 50" E	342.28
2	N 86° 56' 00" E	297.67	23	N 09° 33' 00" W	126.45
3	S 92° 56' 10" E	608.76	24	N 11° 37' 10" E	106.15
4	S 26° 07' 10" W	18.65	25	N 20° 59' 00" E	270.78
5	S 02° 51' 00" E	248.78	26	N 03° 19' 30" E	276.38
6	S 84° 31' 00" E	62.29	27	N 01° 07' 10" E	665.77
7	S 64° 12' 00" E	120.00	28	N 88° 34' 00" W	332.93
8	S 21° 23' 10" E	128.72	29	S 09° 43' 30" E	317.87
9	S 11° 30' 30" W	183.99	30	S 70° 42' 00" W	386.64
10	S 18° 54' 50" W	414.16	31	N 18° 23' 50" W	1356.16
11	S 20° 19' 00" W	1278.78	32	N 23° 29' 10" W	342.97
12	S 16° 17' 40" W	421.79	33	N 22° 54' 00" W	221.04
13	N 72° 40' 10" W	348.70	34	N 22° 54' 00" W	185.78
14	S 16° 28' 10" W	127.81	35	N 43° 11' 00" E	80.13
15	N 72° 40' 30" W	72.19	36	S 49° 42' 00" E	40.69
16	N 22° 12' 00" E	121.81	37	S 24° 47' 00" E	2030.87
17	N 19° 06' 10" W	117.03	38	S 20° 07' 10" W	83.38
18	N 09° 02' 30" W	106.43	39	S 07° 13' 10" W	633.00
19	N 30° 54' 00" W	247.66	40	N 44° 46' 40" W	273.90
20	N 03° 46' 00" W	308.79	41	N 14° 32' 10" W	310.49
21	N 33° 19' 30" E	92.60	42	N 10° 08' 30" W	111.82

\* Chord of a curve

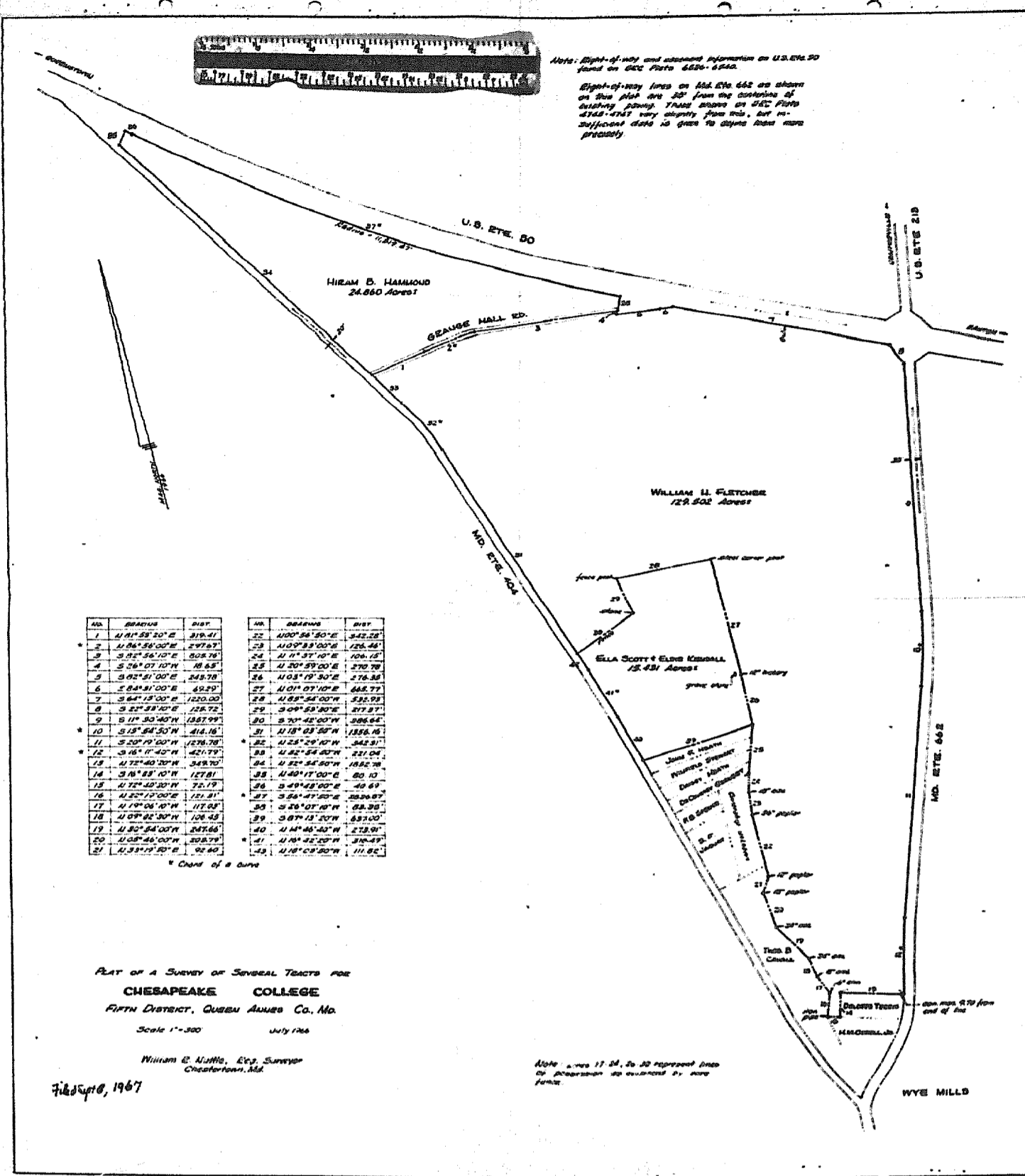
PLAT OF A SURVEY OF SEVERAL TRACTS FOR  
**CHESAPEAKE COLLEGE**  
 FIFTH DISTRICT, QUEEN ANNES CO., MD.  
 Scale 1"=300 July 1966

William E. Natta, Eng. Surveyor  
 Chestertown, Md.

Filed Sept 10, 1967

Note: Lines 17, 24, 26, 30 represent lines to be placed on easement by some future.

WYE MILLS



6/

ELLA SCOTT; ELSIE KENDALL  
 both of 227 South 57th St.,  
 Philadelphia, Pennsylvania,  
 VERNON R. KENDALL,  
 Philadelphia, Pennsylvania;  
 RICHARD CARLTON KENDALL, Infant;  
 RUSSELL ALLEN KENDALL, Infant  
 and ROSS AARON KENDALL, Infant,  
 by VERNON R. KENDALL, their  
 parent and next friend and  
 natural guardian

: IN THE CIRCUIT COURT

: FOR

: QUEEN ANNE'S COUNTY

: CHANCERY NO. 4857

Vs.

THE UNBORN CHILDREN OF  
 VERNON R. KENDALL

REQUEST FOR APPOINTMENT OF GUARDIAN AD LITEM - RULE 275

Now comes Ella Scott, et al, Petitioners and suggests to  
 this Honorable Court that a Guardian Ad Litem should be appointed  
 to represent the interests of the possible unborn children of  
 Vernon R. Kendall.

*Philip Z. Altfeld*  
 Philip Z. Altfeld, Attorney for  
 Petitioners

*Filed Sept. 8. 1967*

ORDER

It is this 11<sup>th</sup> day of September 1967 ORDERED by the Circuit  
 Court for Queen Anne's County that *J. Elmer Thompson*

*Esq.* - be and he is hereby appointed Guardian Ad Litem for  
 the unborn children of Vernon R. Kendall to appear and file  
 appropriate pleadings on their behalf.

*John G. Gentry*  
 Judge

*Filed Sept. 11. 1967*

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ELLA SCOTT; ELSIE KENDALL,  
both of 227 South 57th St.,  
Philadelphia, Pennsylvania,  
VERNON R. KENDALL,  
Philadelphia, Pennsylvania;  
RICHARD CARLTON KENDALL, Infant,  
RUSSELL ALLEN KENDALL, Infant,  
and ROSS AARON KENDALL, Infant,  
by VERNON R. KENDALL, their  
parent and next friend and  
natural guardian

: IN THE CIRCUIT COURT  
:  
: FOR  
:  
: QUEEN ANNE'S COUNTY  
:  
: CHANCERY NO. 4857

Vs.

THE UNBORN CHILDREN OF  
VERNON R. KENDALL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

J. Elmer Thompson, Guardian ad litem of the unborn children  
and descendants of Vernon R. Kendall, cannot admit any of the  
matters and things alleged in the Bill of Complaint against  
them filed and submits their rights thereunder to the protection  
of this Honorable Court.

*J. Elmer Thompson*  
J. Elmer Thompson, Guardian ad litem  
of the unborn children and descen-  
dants of Vernon R. Kendall

Service of the within Plea admitted this 29<sup>th</sup> day of *November*  
1967.

*[Signature]*  
Attorneys for Complainants

*Filed Nov 29, 1967*

9

ELLA SCOTT; ELSIE KENDALL, : IN THE CIRCUIT COURT  
 both of 227 South 57th St., :  
 Philadelphia, Pennsylvania, :  
 VERNON R. KENDALL, : FOR  
 Philadelphia, Pennsylvania; :  
 RICHARD CARLTON KENDALL, Infant; :  
 RUSSELL ALLEN KENDALL, Infant, : QUEEN ANNE'S COUNTY  
 and ROSS AARON KENDALL, Infant, :  
 by VERNON R. KENDALL, their :  
 parent and next friend and : CHANCERY NO. 4857  
 natural guardian :  
 vs. :  
 THE UNBORN CHILDREN OF :  
 VERNON R. KENDALL :

AUTHORITY TO USE NAME OF PARENT

I, Fannie Kendall, mother of Richard Carlton Kendall, Russell  
 Allen Kendall and Ross Aaron Kendall, all under 21 years of age,  
 do hereby consent to the use of my name or that of the father of  
 said children, Vernon R. Kendall, as the next friend of said infant  
 children in a cause of action concerning the sale of a 15.431 acre  
 tract of land in Queen Anne's County, Maryland.



GEORGE M. LAUGHLIN  
 5117 CHESTNUT ST., PHILA., PA.  
*George M. Laughlin*  
 OCT 20 1967

*Fannie C. Kendall*  
 Fannie Kendall

NOTARY PUBLIC  
 My commission expires June 16, 1971

*Filed Nov. 30. 1967*

Liber 4 folio 667

10

ELLA SCOTT, ET. AL.

VS.

THE UNBORN CHILDREN OF  
VERNON R. KENDALL

\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 4857

\*\*\*\*\*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The subscriber, one of the regular examiners of this Honorable Court, having been notified by Ernest M. Thompson, Solicitor for the Complainant, of his desire to take testimony in this cause, did meet at the office of Vachel A. Downes, Jr., on Tuesday, the 5th day of December, 1967, at 1:30 o'clock, p.m., for the purpose of taking testimony, James Elmer Thompson, Jr., Guardian Ad Litem for the unborn children of Vernon R. Kendall, being present at the taking of the same, and your examiner does further certify that the examination was conducted in his presence, that he did not find it necessary to examine any of the witnesses, that there being no irregular or unusual circumstances in the taking of the testimony or the conduct of the proceedings; and your examiner did then and there, after administering the oath to the witnesses and to the stenographer, did proceed to take the following testimony, to wit:

*Vachel A. Downes, Jr.*  
EXAMINER

*Filed Dec. 8. 1967*

Mrs. Elsie E. Kendall, produced on behalf of the Petitioners in this case, upon being duly sworn was examined, and testified as follows:

Direct Examination by Mr. Thompson

- Q. Please state your name age and address.
- A. Elsie E. Kendall, 69 years of age, 227 South 57th Street, Philadelphia, Pennsylvania.
- Q. Mrs. Kendall, did you know Martha Cole?
- A. Yes.
- Q. Who was she?
- A. My grandmother.
- Q. Is she now deceased?
- A. That's right.
- Q. Did she die about July 27, 1934?
- A. Somewhere in that year. I'm not sure, but I know it was hot weather, so that's about right.
- Q. I show you a paper and ask you to identify it.
- A. That is a certified copy of the Last Will and Testament of Martha Cole, my grandmother.

(There was then offered into evidence a certified copy of the Last Will and Testament of Martha Cole, as Exhibit A).

- Q. Under her Will, Mrs. Kendall, she, Martha Cole, devised the subject property to her two children, George W. Cole and Ella Cole Griffin, for their lives and then to others?
- A. Yes, George died in 1961.

- Q. And was that in Maryland or Pennsylvania?
- A. In Pennsylvania.
- Q. Are you one and the same person as Ella Cole Griffin?
- A. No. That's my mother's name.
- Q. Is your mother still living?
- A. Yes she is, with me at 227 South 57th St., Philadelphia, Pennsylvania.
- Q. What is her age?
- A. 92.
- Q. Who supports your mother?
- A. The three daughters, me, Edna Roberts and Marian Keys.
- Q. Is your grandfather now deceased?
- A. Yes, he died before my grandmother.
- Q. After the life estates of George W. Cole and Ella Cole Griffin, the Will left the property to Elsie Ross Kendall, are you Elsie Ross Kendall, the person named in Item 3 of the Will?
- A. That's right.
- Q. You have two children, Elaine and Vernon?
- A. That's right.
- Q. Elaine died in 1961?
- A. Yes.
- Q. And Vernon Kendall is now living and is over the age of 21?
- A. Yes.
- Q. Vernon has three children?
- A. Yes, Richard Carlton Kendall, Russell Allen Kendall and Ross Aaron Kendall.
- Q. I show you a plat and ask you to identify it.
- A. That is a survey showing our property and others.
- (There was then offered into evidence a certified copy of a plat as Exhibit B).
- Q. Mrs. Kendall, has your family occupied this property as shown on the plat for some number of years?
- A. Yes. My family has occupied and used this property shown as 15.431 ever since I have been old enough to remember. I

was born there.

Q. Mrs. Kendall, you and your mother Ella Scott, have agreed to enter into a sale of this property to Chesapeake College for the sum of \$15,500.00, is that correct?

A. Yes.

(There was then offered into evidence the original contract of sale with plat attached as Exhibit C).

Q. Mrs. Kendall, do you consider this, taking into consideration all of the circumstances and facts, a fair price?

A. Well, under all the circumstances, I have to agree that it is a fair price.

Q. Mrs. Kendall, have you had occasion to spend money on this property in the last ten years of any substantial amount?

A. Yes.

Q. Would you tell the Court your best estimate of the total amount of capital expenditures made during that time?

A. I know that I will have no difficulty in showing records of expenditures in the neighborhood of \$7,000.00 to \$8,000.00 during that period and I honestly believe there is every reason to estimate that the expenditures I made might be in the neighborhood of \$10,000.00.

Q. Why did you make these expenditures?

A. I didn't know, of course, that the college would want this property and I had hoped it would be my mother's and my home perhaps for the rest of our lives. I certainly would not have spent this money had I known or thought anything different.

Q. Would you give me the major details of your capital expenditures and later supplement them with any written records you have?

A. Yes, I will. The main contract was with Sears, Roebuck in Cambridge and that was for approximately \$5,500.00.

Q. That was for what?

A. That was for what is known as home improvements, siding, water sewer, storm windows and doors, roofing. I also paid approximately \$500.00 for electrical repairs. I also had the porch redone. There were many other expenditures and I will attempt to document them.



-4-

- Q. Do you wish to have returned to you the money you have expended?
- A. I certainly do. It would be most unfair to penalize me for something beyond my control.

Mr. Vernon Kendall, produced on behalf of the Petitioners in this case, upon being duly sworn was examined, and testified as follows:

Direct examination by Mr. Thompson

- Q. Please state your name, age and address.
- A. Vernon Kendall, 39 years old, 227 South 52nd Street, Philadelphia, Pennsylvania.
- Q. You are the son of Elsie Kendall?
- A. That's right.
- Q. You have heard your mother's testimony with regard to family history of the people mentioned in the Will of Martha Cole, is her testimony as to the ages and marital status of the various people correct to the best of your knowledge?
- A. Yes, to the best of my knowledge.
- Q. Mr. Kendall, are you personally familiar with the fact that your mother has made large capital expenditures in fixing up this property?
- A. Yes.
- Q. Would you say that her estimate between \$7,500.00 and \$10,000.00 is somewhere near correct from personal observation?
- A. Yes.
- Q. Mr. Kendall, you are now divorced, what was the year of your divorce and where?
- A. 1966 in Philadelphia, Pennsylvania.
- Q. Your three infant children, Richard Carlton Kendall, Russell Allen Kendall and Ross Aaron Kendall, are presently residing with their mother. Would you give the mother's name and address, please?
- A. Fannie Kendall, 5853 Delancy Street, Philadelphia, Pennsylvania.
- Q. Mr. Kendall, you are familiar with the fact that your mother and grandmother have entered into a contract to sell this property to Chesapeake College for \$15,500.00?
- A. Yes.
- Q. It now being determined that you are one of the life tenants

are you agreeable to the sale at the price of \$15,500.00?

- A. To the extent that Mrs. Kendall is, yes.
- Q. As the father of your three infant children, under all of the circumstances, do you consider this sale to be a fair one and to the best interest of all concerned?
- A. Yes.
- Q. You have had your own independent appraisal through your Counsel appraise this property, have you not?
- A. Yes.

(There was then offered into evidence copies of three appraisals of said property as Exhibits D, E & F).

FOR EXAMINER'S EXHIBITS A, B, & C, filed  
December 8, 1967,

SEE Complainants' Exhibits A & B, filed  
September 8, 1967

*George F. Scheeler*

*Bonded Real Estate Broker*

*Examiner's  
Exhibit D*

WATERFRONT, INLAND FARMS AND HOMES ON MARYLAND'S EASTERN SHORE

PHONES: OFFICE 872

HOME 281

CHESTERTOWN,

MARYLAND

14

November 5, 1966

Mr. Philip Z. Altfeld,  
909 Maryland Trust Bldg.  
Calvert and Redwood Sts.  
Baltimore, Md. 21202

Re: Elsie E. Kendall property

Dear Mr. Altfeld:

I visited the Kendall property, and have checked comparable land sales in the area. On this basis and my inspection, I feel the value of this acreage cannot exceed \$500.00 per acre.

Full appraisal of land and building \$15,500.00.

Sincerely yours,

*George F. Scheeler*

George F. Scheeler  
Realtor.

GFS:ems

*Filed Dec 8, 1967*

*Ex muneris exhibit F.*

13

APPRAISAL  
OF  
ELLA SCOTT  
AND  
ELSIE KENDALL  
PROPERTY

FOR  
William E. Sylvester, Chm.  
The Board of Trustees  
Chesapeake College  
Centerville, Maryland

SUBMITTED BY:

*Herbert A. Willis*  
Herbert A. Willis  
Sudlersville, Maryland

*Filed Dec 8, 1967*

PURPOSE:

THE PURPOSE of this appraisal is to determine the Fair Market Value. The basis for the value determination is by the sales of comparable properties in the vicinity during period 1963 to 1965. This appraisal procedure is commonly referred to as the "Comparison Method of Appraising", and assumes that properties in separate ownership have similar values if they have similar location and utility.

LOCATION:

This property is located on the North side of Route 404, approximately 1/2 mile West of the village of Wye Mills. It is in the 5th Election District of Queen Anne's County, and adjoins the lands of William M. Fletcher.

HIGHEST AND BEST USE:

Family home or retirement home.

DESCRIPTION:

The property is listed in the Queen Anne's County Tax Records as containing 12 acres of land, together with a two story frame dwelling. The 12 acres are tillable, with approximately 600 feet of road frontage on Route 404. The land is rolling, showing two fair size basins. It is presently planted in corn. Although it does not look to have near the productivity of the adjoining land, it is of the same soil texture.

IMPROVEMENTS:

Dwelling:

Two story, frame, with green asbestos shingles on the sides and gray composition roof. 6 x 27 front porch across most of the front of the dwelling. Aluminum storm sashes and doors. Foundation - piers. Attic, bath, no basement or no central heat. Condition - good. The dwelling is well kept.

Small Storage Building:

Frame - in bad state of repair. No value.

Chicken Houses:

Frame, tar paper roof, very deteriorated condition. No value.

Outside Toilet:

Poor condition. No value.

ASSESSMENT:

12 acres of land @ \$80 per acre	\$ 960.00
Dwelling	<u>1,750.00</u>
TOTAL:	\$2,710.00

RECORDED:

Orphan's Court # 3508

ZONING:

Suburban Residence

VALUATION:

12 acres @ \$503.00 per acre	\$6,072.00
Dwelling	<u>8,000.00</u>
TOTAL VALUE:	\$14,072.00

COMPARABLE SALES:

#1 Charles Ratholl - Farm: containing approximately 500 acres of land, 380 acres tillable. Approximately 1 mile of frontage on dual Route 50. 3/4 mile on old Route 50. Improvements consist of old brick dwelling, 2 barns, shed, tenant house. None of these buildings are in good repair. In fact, they are obsolete and would improve the property by being removed from same. Sold to J. Howard Anthony, et al. in January 1966. The consideration \$215,000.

## Valuation of this farm:

120 acres @ \$50 per acre (woodland)	\$6,000.00
380 acres tillable @ \$550 per acre	\$209,000.00

#2 John E. Kinnaman - Farm to Philip Callahan. Farm located in the 5th Election District, on black top road, known as "Green Spring Road", in back of St. Joseph Catholic Church. Containing 228 acres of land - 217 acres tillable. Consideration \$100,000. Sale consummated March 26, 1966 and recorded C.M.C 2/635.

## Valuation of this farm:

11 acres of woodland @ \$50 per acre	\$550.00
217 acres tillable @ \$459 per acre	\$99,603.00

03 Moulton Rhodes to Robert Wood. Consumated April 1966 for the consideration of \$70,000. Containing 168 acres with 145 acres tillable.

Valuation of this farm:

23 acres woodland @ \$50 per acre	\$1,150.00
145 acres tillable @ \$476 per acre	\$69,000.00

04 Thomas Baldwin - Farm to Erle F. Herbert. Containing 175 acres with 110 tillable acres. Off Route 301 - without farm buildings - but with old brick home in poor condition. Consideration \$62,500.

Valuation of this farm:

65 acres woodland @ \$50 per acre	\$3,250.00
110 acres tillable @ \$539 per acre	\$59,290.00

AVERAGE LAND VALUE:

Woodland \$50.00 per acre

Tillable Land #1 Sale \$550.

Tillable Land #2 Sale 459.

Tillable Land #3 Sale 476.

Tillable Land #4 Sale 539.

AVERAGE VALUE TILLABLE LAND: \$506.00

COMMENT:

The four sales stated herein average \$506.00 per tillable acre. In as much as this land is in the same vicinity, we have applied \$506.00 to the 12 tillable acres representing the value of the land.

APPRAISAL DATE: June 6, 1966



QUALIFICATIONS  
OF  
HERBERT A. HILLIS

Presently, and since 1944, engaged in general real estate practice and insurance practice under the name of Herbert A. Hillis Agency, Sudlersville, Maryland. Active in sales, management and appraisals of real estate in Cecil, Kent and Queen Anne's Counties.

Hold Maryland real estate brokers license, have made numerous appraisals for Maryland State Roads Commission, attorneys, insurance companies, estates, banks and individuals. Have qualified as an expert witness on real estate matters in this Judicial Circuit. Successfully completed real estate appraisal course at John Hopkins University in 1950, course sponsored by Baltimore Real Estate Board.

*Francis Exhibit F*

APPRaisal OF:

PROPERTY OF  
ELLA SCOTT  
AND  
ELSIE KENDALL  
RT. # 404  
WYE MILLS, MARYLAND

FOR

WILLIAM E. SYLVESTER,  
CHAIRMAN OF THE BOARD OF TRUSTEES  
CHESAPEAKE COLLEGE  
CENTREVILLE, MD.

CHARLES E. ANTHONY, JR., APPRAISER  
ACCREDITED FARM BROKER  
CENTREVILLE, MD.

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16

*Filed Dec 8. 1967*

LIBER

4 PAGE 681

APPRAISER'S QUALIFICATIONS:

Licensed Real Estate Broker in Maryland and Delaware. Has the professional designation of Accredited Farm Broker by the National Institute of Farm and Land Brokers. Eleven years experience selling farms in the immediate area of subject property. Graduate of College of Agriculture, University of Maryland.

PURPOSE OF APPRAISAL:

To determine the fair market value of the property of Ella Scott and Elsie Kendall. Fair market value being the price in terms of money for which a property would sell in the open market, seller not being obliged to sell, the buyer not being obliged to buy, within a reasonable length of time to effect the sale.

DATE OF VALUATION:

June 6th, 1966

LOCATION OF PROPERTY:

This property is located in the Fifth Election District of Queen Anne's County, on the North side of Rt. #404 about 1/2 mile West of Myo Mills. (See Attached Map).

DESCRIPTION OF PROPERTY:

According to the Queen Anne's County Tax Records, this property consists of 12 acres of tillable land, plus a frame two story house. The tillable land is of good quality and well drained. There is about 600 ft. of road frontage on Rt. #404.

DEED REFERENCE:

Orphans' Court #3503

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(Appraisal - Property of Ella Scott and  
Elsie Kendall)  
(Page Two)

TAX ASSESSMENT:

\$2,710.00

ZONING:

Suburban Residence

VALUATION METHOD:

The Cost Approach has been used to determine the value of the improvements by replacement cost, less depreciation.

The Market Approach has been used for the value of the land, wherein the values of other comparable sales in the area have been considered in arriving at the land value of subject property.

IMPROVEMENTS:

Two story frame home in fair condition with 1,752 total sq. ft.  
\$7,500.00

VALUE OF LAND:

12 acres tillable @ \$500.00 per acre, \$6,000.00

FINAL ESTIMATE OF VALUE:

Improvements	_____	\$7,500.00
Land	_____	6,000.00
TOTAL	_____	\$13,500.00

TOTAL APPRAISED VALUE IS THIRTEEN THOUSAND FIVE HUNDRED (\$13,500.00) DOLLARS.

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The undersigned hereby certifies that to the best of my knowledge and belief, the statements contained in this appraisal are correct, and opinions stated are based on a full and fair consideration of all pertinent facts available and that I have no present or contemplated interest in this property or other interests which would affect my statements or values.

After weighing all factors herein reported to the best of my knowledge and experience, it is my opinion that the appraisal value stated in the report is correct.

Respectfully submitted,

Charles E. Anthony, Jr., A.F.B.  
Anthony & Co.

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(Appraisal - Property of Ella Scott  
and Lois Kendall)  
(Page Four)

PHOTO OF SCOTT AND KENDALL PROPERTY

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MARKET DATA - (COMPARABLE SALES):

(1) Sale of Rathell Farm located on Rt. #50 about 2 miles Southeast of subject in Talbot County. Sale was made in January 1966. Purchaser was J. Howard Anthony, et al. 500 acres total, 380 acres tillable. About 1 mile of frontage on Rt. #50. Improvements of little contributing value. Woodland of little contributing value. Consideration \$215,000. or \$565. per tillable acre.

(2) Sale of John E. Kinnaman Farm to Phillip Callahan. Deed recorded GNC 2/635 dated 3-26-66. This farm is located about 4 miles West of subject off of Rt. #50 with no road frontage on Rt. #50. 228 acres with 217 acres tillable. Consideration \$100,000. or \$460. per tillable acre.

(3) Sale of Helton Rhodes Farm on Rt. #404 near Queen Anne, located about 6 miles East of subject. Reported to be under Contract of Sale dated April, 1966. Purchaser Robert Wood. 168 acres total, about 145 acres tillable. Consideration reported to be \$70,000. or \$496. per tillable acre.

(4) Sale of Thomas I. Baldwin Farm to Erle F. Herbert. Located 2 miles East of Centreville off of Rt. #301 about 7 miles from subject. No farm buildings, old brick home in need of restoration. 175 acres with 110 acres tillable. No value in timber. Under Contract of Sale dated April, 1966. Consideration \$62,500. or \$568. per tillable acre.

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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 Complainant, as follows, to wit:

Vachel A. Downes, Jr., Examiner	\$10.00
Jewell Goad, Stenographer	
Box 1209	
Easton, Maryland	\$15.00

And the examiner does further certify that testimony was commenced at 1:30 o'clock, p.m. and concluded at 2:30 o'clock, p.m., on the same date for a period of one hour.

*Vachel A. Downes Jr.*  
EXAMINER


*Filed Dec. 8. 1967*

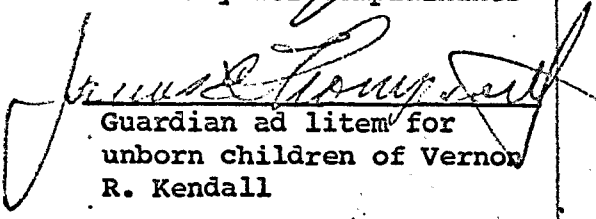


17 /  
ELLA SCOTT et al : IN THE CIRCUIT COURT FOR  
Vs. : QUEEN ANNE'S COUNTY  
THE UNBORN CHILDREN OF : CHANCERY NO. 4857  
VERNON R. KENDALL

WAIVER OF TEN DAY RULE

The parties to these proceedings do hereby waive under the provisions of Rule 580 (p) of the Maryland Rules of Procedures, the requirement that the testimony taken before the examiner remain in court ten days before the same is taken up for hearing, and agreed that this Honorable Court shall have the matter stand for a hearing and appropriate decree or other action immediately.

  
Attorney for Complainants

  
Guardian ad litem for  
unborn children of Vernon  
R. Kendall

Filed Dec. 11. 1967

18  
ELLA SCOTT, et al

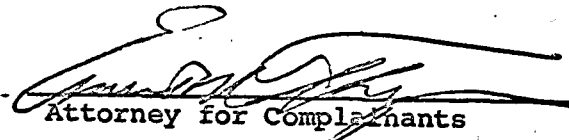
Vs.

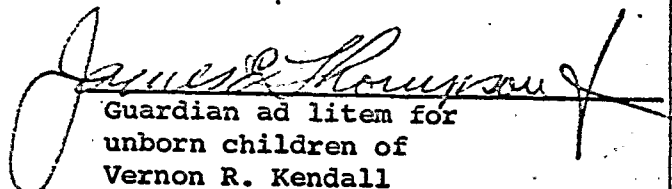
THE UNBORN CHILDREN OF  
VERNON R. KENDALL

: IN THE CIRCUIT COURT FOR  
:  
: QUEEN ANNE'S COUNTY  
:  
: CHANCERY NO. 4857  
:

CONSENT TO IMMEDIATE RATIFICATION OF SALE

The parties to these proceedings do hereby consent to and request that this Honorable Court finally ratify, immediately, the private sale of the real estate mentioned and described in these proceedings to Chesapeake College at and for the sum of \$15,500.00, without the requirement or necessity of the publication of an Order Nisi on said sale.

  
Attorney for Complainants

  
Guardian ad litem for  
unborn children of  
Vernon R. Kendall

Filed Dec. 11. 1967

19  
 ELLA SCOTT; ELSIE KENDALL, : IN THE CIRCUIT COURT  
 both of 227 South 57th St., :  
 Philadelphia, Pennsylvania; :  
 VERNON R. KENDALL, : FOR  
 Philadelphia, Pennsylvania; :  
 RICHARD CARLTON KENDALL, Infant, :  
 RUSSELL ALLEN KENDALL, Infant, : QUEEN ANNE'S COUNTY  
 and ROSS AARON KENDALL, Infant, :  
 by VERNON R. KENDALL, their :  
 parent and next friend and : CHANCERY NO. 4857  
 natural guardian :

Vs. :

THE UNBORN CHILDREN OF :  
 VERNON R. KENDALL :

DECREE

This cause standing ready for a hearing and being submitted, the proceedings were read and considered; and it appearing to the court that all persons interested in the property, which is the subject matter of this proceeding, who are now in esse are parties to this proceeding, and an answer having been filed by the guardian ad litem of the unborn children or descendants of Vernon R. Kendall; and it further appearing that it would be advantageous to all parties interested that the property mentioned and described in these proceedings be sold at private sale as prayed in the Bill of Complaint to Chesapeake College;

It is thereupon this 13<sup>th</sup> day of December, 1967, by the Circuit Court for Queen Anne's County in Equity ADJUDGED, ORDERED and DECREED that the real estate and property mentioned and described in these proceedings be sold at private sale to Chesapeake College, a regional community college of the State of Maryland, at and for the sum of \$15,500.00. That Bernard Brager, Esq. be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceeding shall be as follows: Said Trustee shall first file with the clerk of this court a bond to the State of Maryland, to be approved by said clerk or by this court in the penalty of \$15,000.00, if corporate surety be given and in the penalty of \$30,000.00, if personal surety be given, conditioned upon the faithful performance of the trust reposed in him by this Decree, or any future Decree or Order in the premises; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser, Chesapeake College, the fee simple title to said real estate free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or either of them, including all unborn children or descendants of Vernon R. Kendall; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee, if any, as this Court shall think proper to allow in consideration of the skill, attention and

fidelity wherewith he shall appear to have discharged his trust. That the said Trustee is hereby relieved of the requirement of obtaining an appraisal of said property as set forth in Rule BR3 (c), the parties to said action and the purchaser of the property having filed written appraisals in these proceedings.

  
Judge

Filed Dec 13, 1967

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Feb 7, 1968 LIBER 1 PAGE 236

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Bernard Brager, Esq.  
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of December in the year of our Lord one thousand nine hundred and sixty-seven

WHEREAS, the above bounden Bernard Brager, Esq. by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed Trustee to sell the real estate

mentioned in the proceedings in the case of Ella Scott, et al vs. the Unborn Children of Vernon R. Kendall, Chancery No. 4857

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Bernard Brager

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.

Signed, sealed and delivered in the presence of:

[Signature] Bernard Brager (SEAL)  
[Signature] Bernard Brager (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Margaret J. Cook As to Surety By Loretta S. Sp... Attorney-in-Fact

MD1116-11, 10-66 167928  
Trustee's Bond  
Security approved Bond Issued Feb. 7, 1968

Certified copy of power of attorney attached

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 236, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 7th day of February in the year nineteen hundred and sixty-eight.

*Charles W. Cecil*

Clerk

ELLA SCOTT; ELSIE KENDALL, : IN THE CIRCUIT COURT  
 both of 227 South 57th St., :  
 Philadelphia, Pennsylvania, :  
 VERNON R. KENDALL, : FOR  
 Philadelphia, Pennsylvania :  
 RICHARD CARLTON KENDALL, Infant, :  
 RUSSELL ALLEN KENDALL, Infant : QUEEN ANNE'S COUNTY  
 and ROSS AARON KENDALL, Infant :  
 by VERNON R. KENDALL, their :  
 parent and next friend and :  
 natural guardian :

CHANCERY NO. 4857

Vs.

THE UNBORN CHILDREN OF  
VERNON R. KENDALL

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Bernard Brager, Esquire, Trustee under Decree of this Honorable Court dated December 13, 1967, has duly filed his bond in these proceedings and shows to this Honorable Court that he has finally consummated the sale of the 15.431 acre tract of land by private sale to Chesapeake College. Said tract being described as follows:

All that tract of land containing 15.431 acres in the Fifth Election District of Queen Anne's County, Maryland described as follows: BEGINNING for the same at a point on the Northeast side of Maryland Route 404 (20' from the centerline of paving), said point being the Westernmost corner of the herein described lands and a corner of the lands of William H. Fletcher; and running, thence, by and with said Fletcher lands, along lines of possession as evidenced by established fence lines, the five following courses and distances: (1) N.70° 42' E.386.64' to a stone, (2) N.09° 53'30" W.217.37' to a corner fence post, (3) S.85° 54' E.532.93' to a steel corner post, (4) S.01° 07' W.665.77' to a 12" hickory and (5) S.03° 19' 30" W.276.35' to the Northeast corner of the lands of John F. Heath; thence by and with the said Heath lands S.87° 13'20" W. 637.00' to the Northeast side of the aforementioned Md. Route 404; thence, by and with said road the three following courses and distances: (1) N.14° 46'40" W.273.91'; (2) along a curve the chord of which is N.16° 42'20" W. 310.49 feet, and (3) N.18° 03'50" W.111.82' to the place of beginning, containing in all 15.431 acres of land, more or less.

That the Purchasers thereof have paid the full purchase price into my hands as Trustee.

WHEREFORE, your Petitioner prays that this Honorable Court will finally Ratify the aforesaid sale, a consent to the immediate ratification of sale having been filed in these proceedings.

*Bernard Brager*  
Trustee

STATE OF MARYLAND

to wit:

I HEREBY CERTIFY, that on this *16th* day of ~~December~~ <sup>FEBRUARY</sup>, 1968 before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Bernard Brager, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true.

AS WITNESS my hand and Notarial Seal.

*Sara Blutz*  
Notary Public

*Filed Feb. 19, 1968*





22

ELLA SCOTT, et al : IN THE CIRCUIT COURT FOR  
 Vs. : QUEEN ANNE'S COUNTY  
 THE UNBORN CHILDREN OF :  
 VERNON R. KENDALL : CHANCERY NO. 4857  
 :

ORDER OF FINAL RATIFICATION OF SALE

It is this 19<sup>th</sup> day of February 1968, ORDERED by the  
 Circuit Court for Queen Anne's County, in Equity, that the sale  
 of the property mentioned and described in these proceedings be  
 and the same is hereby finally ratified and confirmed, all parties  
 to these proceedings having consented to an immediate ratification  
 of said sale.

*Thos. Keating*  
 Judge

Filed Feb 20, 1968

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this thirteenth day of May, in the year nineteen hundred and sixty-eight, the following Bill of Complaint was brought to be recorded, to wit:-

KENNETH W. KENNEDY,  
 Executor U/W of  
 Deborah K. Carter,  
 deceased, Box 120,  
 Bryans Road, Maryland  
 and  
 WILLIAM GROSS and  
 DOROTHY GROSS, his wife  
 R.F.D. 2  
 Centreville, Maryland  
 Plaintiffs

vs.

ERNEST CARTER,  
 address unknown  
 and  
 The Unknown Heirs,  
 Devisees and Personal  
 Representatives of  
 Ernest Carter, deceased  
 Defendants

\* In the Circuit Court for  
 \*  
 \*  
 \*  
 \*  
 \* Queen Anne's County  
 \*  
 \*  
 \*  
 \*  
 \*  
 \* In Equity  
 \*  
 \*  
 \*  
 \*  
 \*  
 \* Cause No. 4955

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That they are in actual peaceable possession of the following described real estate:

ALL of that lot or parcel of land situate, lying and being on the Southwest side of the public road leading from the Centreville--Church Hill State Road to Burrisville, in the Third Election District of Queen Anne's County, in the State of Maryland, adjoining lands formerly of Dr. W. D. Troy and lands formerly of William Daniels containing three (3) acres of land, more or less; being the same real estate consisting of a parcel of land and dwelling which was devised to Jeremiah Kennedy and the said Deborah K. Carter, by the will of their father, David H. Kennedy, dated April 23, 1930, admitted to probate on August 21, 1934, and recorded among the will records of Queen Anne's County in Liber W.T.B. No. 3, folio 495, and in which the said Deborah K. Carter acquired an undivided one-half (1/2) interest by deed from her brother, Jeremiah Kennedy and his wife, dated September 1, 1934, and recorded among the land records of said County, in Liber B.H.T. No. 18, folio 209; and being also the same land of which the latest recorded survey, contained in a deed to Samuel W. Chambers from Edward O. Lary, et. al., dated November 24, 1829, and recorded December 28, 1829, among said land records in Liber T.M. No. 5, folio 325, is as follows:

BEGINNING at a cedar post marked on the Northeast side with the letters LL standing on the Southwest side of a road leading from Punney's old field to Holy day's gate and near a swamp known by the name of the Bearpocason, and running from said

Post South 58 degrees 45 minutes West 40 perches, thence North 25 degrees West 12 perches, then North 58 degrees, 45 minutes East, 40 perches and from thence a straight line to the beginning, containing three (3) acres of land, more or less.

2. That Deborah K. Carter died seized and possessed of said real estate in fee simple on May 6, 1964, a resident of Queen Anne's County; and her last will and testament, dated April 10, 1964, was admitted to probate in Queen Anne's County on May 16, 1964 and is recorded among the will records of said County in Liber E.C.W. No. 2, folio 36, a certified copy of said will being filed herewith as part hereof, marked "Plaintiffs' Exhibit A".

3. That letters testamentary under said will were granted to Kenneth W. Kennedy on May 16, 1964, a certificate of his qualification as executor being filed herewith as part hereof, marked "Plaintiffs' Exhibit B".

4. That Kenneth W. Kennedy, executor as aforesaid, made private sale of said real estate to the plaintiffs, William Gross and Dorothy Gross, his wife, pursuant to the power of sale conferred upon the said executor by said will, for \$2,500.00, and said sale has been finally ratified and confirmed by the Orphans' Court of Queen Anne's County.

5. That the decedent, Deborah K. Carter, had a husband, Ernest, from whom she lived separate and apart for many years and who was last known by your orators to have been residing in the City of Washington, District of Columbia, in November, 1944.

6. That your orators, despite efforts and investigation, have been unable to learn whether or not Ernest Carter survived Deborah K. Carter, whether or not Ernest Carter is living at the present time or if living, whether he is a resident or non-resident of the State of Maryland.

7. That among the personal effects of Deborah K. Carter, after her death, your orators found a written instrument, filed herewith as part hereof, marked "Plaintiffs' Exhibit C", apparently signed by the said Ernest Carter in the presence of a witness, but not acknowledged, by which Ernest Carter apparently intended to relinquish all his interest in his wife's real estate and other property.

8. That said purchasers have paid to said executor a substantial part of the purchase price of \$2,500.00 and have been in possession of the real estate hereinabove described, pursuant to the terms of said sale, since June 1, 1964.

9. That your orators are advised that the possible interest of Ernest Carter in said real estate, if he survived Deborah K. Carter, constitutes a cloud upon the title of said real estate.

10. That no outstanding claim is being actively asserted against your orators' title to said real estate, nor is any action at law or suit in equity pending to enforce or test the validity of such title or any adverse claim.

To the end, therefore:

1. That your Honors may pass a decree that your orator, Kenneth W. Kennedy, executor of the last will and testament of Deborah K. Carter, late of Queen Anne's County, deceased, has absolute ownership and the right of disposition of said land, subject only to the rights of William Gross and Dorothy Gross, his wife, as purchasers thereof.

2. That the defendants be enjoined from asserting any claim to said land and premises by any action at law or otherwise.

And, as in duty bound, etc.,

WOOD AND BRYAN

By: Howard Wood

Howard Wood

Attorneys for Plaintiffs  
119 Lawyers Row  
Centreville, Maryland  
Telephone: 758-1643

*Filed May 13 1968*

ORDER TO CLERK

Mr. Charles W. Cecil, Clerk:

2/ You will please issue the Writ of Subpoena for the defendant, Ernest Carter, as if a resident of the State of Maryland, and defer issuance of any order of publication against the other defendants until further order.

WOOD AND BRYAN

By: Howard Wood

Howard Wood

Attorneys for Plaintiffs

*Filed May 13 1968*

To the end, therefore:

1. That your Honors may pass a decree that your orator, Kenneth W. Kennedy, executor of the last will and testament of Deborah K. Carter, late of Queen Anne's County, deceased, has absolute ownership and the right of disposition of said land, subject only to the rights of William Gross and Dorothy Gross, his wife, as purchasers thereof.

2. That the defendants be enjoined from asserting any claim to said land and premises by any action at law or otherwise.

And, as in duty bound, etc.,

WOOD AND BRYAN

By: Howard Wood

Howard Wood

Attorneys for Plaintiffs  
119 Lawyers Row  
Centreville, Maryland  
Telephone: 758-1643

*Filed May 13 1968*

ORDER TO CLERK

Mr. Charles W. Cecil, Clerk:

2/ You will please issue the Writ of Subpoena for the defendant, Ernest Carter, as if a resident of the State of Maryland, and defer issuance of any order of publication against the other defendants until further order.

WOOD AND BRYAN

By: Howard Wood

Howard Wood

Attorneys for Plaintiffs

*Filed May 13 1968*

3  
I, DEBORAH K. CARTER, of Queen Anne's County, in the State of Maryland, do make, publish and declare this to be my last Will and Testament and I hereby revoke all wills and codicils at any time heretofore made by me.

FIRST: I direct my executor to pay all my just debts, funeral expenses, and the cost of a modest grave marker if I have not purchased such a marker in my lifetime. I desire that my funeral arrangements be made simply and inexpensively.

SECOND: I give and bequeath my clothing, personal effects and all other tangible personal property of mine to my niece, Blanche Kennedy, now residing at 15 North Indiana Avenue, Apartment E, Atlantic City, New Jersey, absolutely, if she survives me.

THIRD: I give and bequeath cash in the sum of Ten Dollars (\$10.00) to each of the following employees of Layton Home, 35th and Market Streets, Wilmington, Delaware, who survive me: Aurelia Johns, Beatrice Berry, Eleanor Campbell, Clara Tilden and Clara Abrams.

FOURTH: I give and bequeath cash in the sum of One Hundred Dollars (\$100.00) unto The Trustees of Mount Zion Methodist Church at Burrisville, a religious corporation of which the corporate charter is recorded in Liber W.D. folio 143, a corporate charter record book of Queen Anne's County, Maryland, for the general purposes of said religious corporation.

FIFTH: I give, devise and bequeath all the rest, residue and remainder of my estate and property of every kind and description unto such of the following named persons as shall survive me in equal shares absolutely and in fee simple: my said niece, Blanche Kennedy, my nephew, David Kennedy, residing at 1107 Sheridan Street, Camden, New Jersey, my niece, Hester Kilson, residing at Barclay, Maryland, my niece, Ruth Moore, whose address is Box 226, College Station, New York 30, New York and my nephew, Sterling Kennedy, residing at R.F.D. #2, Centreville, Maryland.

Filed May 13, 1968 Plaintiffs' Exhibit A

Examiner's Exhibit C

Filed July 16, 1969

3  
11

I, DEBORAH K. CARTER, of Queen Anne's County, in the State of Maryland, do make, publish and declare this to be my last Will and Testament and I hereby revoke all wills and codicils at any time heretofore made by me.

FIRST: I direct my executor to pay all my just debts, funeral expenses, and the cost of a modest grave marker if I have not purchased such a marker in my lifetime. I desire that my funeral arrangements be made simply and inexpensively.

SECOND: I give and bequeath my clothing, personal effects and all other tangible personal property of mine to my niece, Blanche Kennedy, now residing at 15 North Indiana Avenue, Apartment E, Atlantic City, New Jersey, absolutely, if she survives me.

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FIFTH: I give, devise and bequeath all the rest, residue and remainder of my estate and property of every kind and description unto such of the following named persons as shall survive me in equal shares absolutely and in fee simple: my said niece, Blanche Kennedy, my nephew, David Kennedy, residing at 1107 Sheridan Street, Camden, New Jersey, my niece, Hester Kilson, residing at Barclay, Maryland, my niece, Ruth Moore, whose address is Box 226, College Station, New York 30, New York and my nephew, Sterling Kennedy, residing at R.F.D. #2, Centreville, Maryland.

*Filed May 13, 1968* Plaintiffs' Exhibit A

*Examiner's Exhibit C*

*Filed July 16, 1969*

SIXTH: I hereby nominate, constitute and appoint my nephew, Kenneth W. Kennedy, to be the Executor of this my last Will and Testament. I hereby direct that my Executor shall not be required to give bond for the faithful performance of his duties as such in any jurisdiction in which he may be called upon to per-

form any such duties. I direct that my Executor, without application to any court, shall have full power to sell all or any part of my real estate or personal property for any purpose, upon such terms as he may deem best at public or private sale or sales. I hereby confer upon my said Executor full power to make distribution of my estate in kind, that is to say, in real estate, mortgages or other securities belonging to my estate, or partial interests in any of the same, according to his absolute discretion and at the appraised valuations or such other valuations as he may properly establish therefor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, this 10th day of April, 1964.

Deborah K. Carter (SEAL)  
(Deborah K. Carter)

SIGNED, SEALED, PUBLISHED and \*  
DECLARED by the above named \*  
Testatrix, as and for her last \*  
Will and Testament, in the \*  
presence of us, who at her \*  
request, in her presence and \*  
in the presence of each other, \*  
have hereunto subscribed our \*  
names as witnesses hereto: \*

George F. Teat residing at Centreville, Md. R.F. #2

Elsie R. Teat residing at Centreville, Md. R.B. #101

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

On the 12<sup>th</sup> day of May A. D., 1964, came  
Kenneth W. Kennedy, Custodian of the within and  
aforegoing instrument of writing purporting to be the last Will and Testament of  
DEBORAH K. CARTER, late of Queen Anne's County, deceased,  
and made oath in due form of law, that the foregoing is the true and whole Will of said de-  
ceased, that has come to his hand and possession, and that he do es not know nor  
has he heard of any other and that he received the same from the office of the  
Register of Wills on the 12th day of May, 1964, where the same had been filed  
for safekeeping  
on about 16th day of April A. D. 1964.

Sworn before

E. W. H. H. H.  
Register of Wills of Queen Anne's County, Md.

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

On the 16<sup>th</sup> day of May 1964, come  
George F. Teat and Elsie R. Teat of Centreville, Maryland, the two  
subscribing witnesses to the foregoing last Will and Testament of DEBORAH K. CARTER,

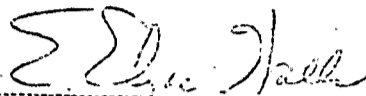


....., late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal said Will, that they heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of their apprehension, 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:



Register of Wills of Queen Anne's County, Md.

State of Maryland,

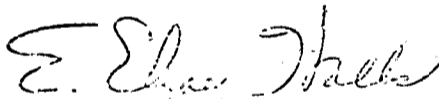
In the Orphans' Court

For Queen Anne's County:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of DEBORAH K. CARTER

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 16<sup>th</sup> day of May, A. D., 19 64, that the same be admitted in this Court as the true and genuine last Will and Testament of the said DEBORAH K. CARTER deceased.



Register of Wills of Queen Anne's County, Maryland

JUDGE OF THE ORPHANS' COURT OF QUEEN ANNE'S COUNTY,

In the Orphans' Court for Queen Anne's County, Maryland, Set:

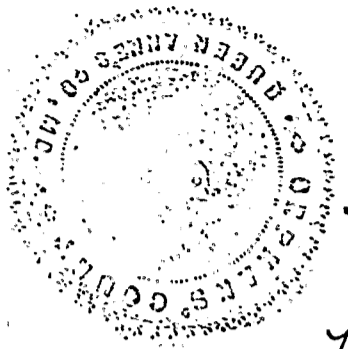
The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of the Last Will and Testament of DEBORAH K. CARTER, late of Queen Anne's County, Maryland, deceased, together with the proofs and probate thereof,

as filed and passed in this office on May 16th, 1964

and recorded in Liber E.C.W. No. 2 Folio 36, 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 10<sup>th</sup> day of May 1968.

*[Signature]*  
Register of Wills for Queen Anne's County, Maryland

*Filed May 13, 1968*



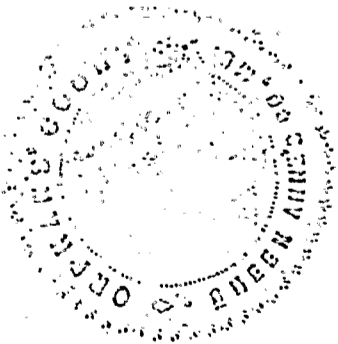
# The State of Maryland

Queen Anne's County Sct:

THE SUBSCRIBER, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the Records in his office, that *LETTERS TESTAMENTARY* of all the goods, chattels, credits and personal estate of DEBORAH K. CARTER

\_\_\_\_\_ late of Queen Anne's County, deceased, were on the 16<sup>th</sup> day of May in the year of our Lord one thousand nine hundred and sixty -four granted and committed unto Kenneth W. Kennedy

the Executor by the Last Will and Testament of the said deceased, appointed, and that said letters are at this date in full force and effect.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 16<sup>th</sup> day of May in the year of our Lord, nineteen hundred and sixty -four.

Test:

*[Signature]*  
Register of Wills for Queen Anne's County

Form 12

*Filed May 13, 1968*

Plaintiffs' Exhibit B

LIBEP

4 PAGE 703

## LUCAS REALTY AND IMPROVEMENT AGENCY

1724 VERMONT AVENUE, N.W

WASHINGTON, D.C.

OCTOBER 12, 1936.

Ernest Carter, party of the first part and Debroah K. Carter party of the second part;

Witnesseth, that the party of the first, for and in consideration of quit-claim deed to three (3) lots in pleasantville, N.J. has granted and released forever quit-claim and does hereby grant, release and forever quit claim unto the party of the second part the following described land and premises, situated and described as property in Queen Anne County Maryland town of Centerville, (and that the party of the first part relinquishes all his rights and interest in property, securities, money or wealth in her possession or may be acquired by the party of the second part), together with all and singular the improvements, ways, easements, rights, privileges, and appurtenance to same belonging, or in any-wise appertaining and all the estate rights, title, interest and claims, either at law or in equity or otherwise however, of the of the party of the first of, in, to or out of said land and premises-

TO have and to hold, the above land premises unto and to the use of the party of the second his heirs and assigns for ever

Signature

Ernest Carter

City and State

Washington, D.C.

Witness

Louis B. Lucas

Filed May 13, 1968  
 Dated July 16, 1969

Plaintiffs' Exhibit C

Examiner's Exhibit E

Circuit Court For Queen Anne's County

6 EQUITY SUMMONS:

June Return Day

File No. 4955

Docket C.W.C.#1, fol. 353

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

TO: Ernest Carter  
Address unknown

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of \_\_\_\_\_  
June, next, to answer an action at the suit of

Kenneth W. Kennedy, Executor U/W of Deborah K. Carter, deceased,  
Box 120, Bryans Road, Maryland, and William Gross and Dorothy Gross,  
his wife, R.F.D. 2, Centreville, Maryland,

Issued the 13th. day of May 19 68

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
By Howard Wood  
ADDRESS: 119 Lawyers Row  
Centreville, Maryland  
Telephone: 758-1643

*Charles W. Cecil*  
Clerk

(Seal of Court)

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE June 18,  
19 68, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed June 3, 1968*

ATTORNEY(S) FOR

Not Est 6-3-68  
George B. Sharp  
Sheriff

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

July Return Day

File No. 4955

Docket C.W.C. #1, fol. 353

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

TO: Ernest Carter  
Address unknown

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of July next, to answer an action at the suit of

Kenneth W. Kennedy, Executor U/W of Deborah K. Carter, deceased, Box 120, Bryans Road, Maryland and William Gross and Dorothy Gross, his wife, R.F.D. 2, Centreville, Maryland

Issued the 4th day of June 19 68

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
By: Howard Wood  
ADDRESS: 119 Lawyers Row  
Centreville, Md.  
Phone: 758-1643

Charles W. Cecil  
Clerk



ADDRESS:

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 16, 19 68, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 1, 1968

Non-Est / 7-1-68  
/s/ George B. Sharp  
Sheriff for Queen Anne's County

8

KENNETH W. KENNEDY,  
Executor, etc., et. al.,

vs.

ERNEST CARTER, et. al.

\* In the Circuit Court for  
\*  
\*  
\* Queen Anne's County  
\* In Equity  
\* Cause No. 4955

PETITION FOR ORDER OF PUBLICATION AGAINST ERNEST CARTER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Plaintiffs, by Wood and Bryan, their attorneys, unto your Honors, respectfully shows:

1. That two successive summonses against Ernest Carter, defendant, have been returned non est.

2. That the whereabouts of Ernest Carter, if he be living, are unknown to your Petitioners.

3. That it is unknown to your Petitioners whether Ernest Carter, if living, is a resident or non-resident of the State of Maryland.

4. That the undersigned attorney has made all reasonable efforts to determine whether Ernest Carter is still living or not, and his present whereabouts, if living, in order to effect service of process upon Ernest Carter and that these efforts have included inquiries from many residents of Queen Anne's County who were, at one time, acquainted with Ernest Carter, none of whom have seen or heard of him, however, for more than twenty years last past; and Kenneth W. Kennedy has visited the last known address of Ernest Carter in the City of Washington, District of Columbia, and made local inquiries in that neighborhood without finding any trace of Ernest Carter. In addition, the undersigned attorney has corresponded with the health authorities of the City of Washington, who have furnished copies of certificates of death of two individuals named Ernest Carter; but it is not certain that either of them is the defendant.

Wherefore, your Petitioners pray your Honors to authorize them to proceed against Ernest Carter as though he were a non-resident by giving notice by publication.

Respectfully submitted,

WOOD AND BRYAN

By: Howard Wood  
Howard Wood  
Attorneys for Plaintiffs

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

On this the 25<sup>th</sup> day of July, 1968, before me, the subscriber, the Clerk of Court of Queen Anne's County, State of Maryland, personally appeared Howard Wood, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within petition, and made oath that the matters and facts herein contained are true to the best of his knowledge, information and belief.

Charles W Cecil  
Clerk

Filed July 25. 1968

ORDER OF COURT

9

Upon the foregoing Petition and affidavit, it is this 31<sup>st</sup> day of July, 1968, by the Circuit Court for Queen Anne's County, in Equity, ordered that the Plaintiffs are hereby granted leave to proceed against Ernest Carter as if he were a non-resident by giving notice by publication pursuant to Maryland Rule 105.

Ernest B. Ramo Jr  
Judge

Filed July 31. 1968





whether or not Ernest Carter survived Deborah K. Carter, whether or not Ernest Carter is living at the present time or if living, whether he is a resident or non-resident of the State of Maryland; that among the personal effects of Deborah K. Carter, Plaintiffs found a paper writing apparently signed by Ernest Carter in the presence of a witness, but not acknowledged, by which Ernest Carter apparently intended to relinquish all his interest in his wife's real estate and other property, said paper writing being filed as an exhibit with said bill of complaint; and

That William Gross and Dorothy Gross, his wife, have paid the executor a substantial part of the purchase price of \$2,500.00 and have been in possession of said real estate pursuant to the terms of said sale since June 1, 1964; that Plaintiffs are advised that the possible interest of Ernest Carter in said real estate, if he survived Deborah K. Carter, constitutes a cloud upon the title of said real estate; and that no outstanding claim is being actively asserted against Plaintiffs' title to said real estate nor is any action at law or suit in equity pending to enforce or test the validity of such title or any adverse claim.

The relief prayed in the Bill of Complaint is substantially as follows: That the Court pass a decree that said executor has absolute ownership and the right of disposition of said real estate, subject only to the rights of said purchasers; and that the Defendants be enjoined from asserting any claim to said land and premises.

Whereupon it is ordered by the Circuit Court for Queen Anne's County this 31<sup>st</sup> day of July, 1968, that the Plaintiffs cause a copy of this order to be inserted in a newspaper published in Queen Anne's County, once a week in each of four successive weeks before the 5<sup>th</sup> day of September, 1968, giving notice to the said Defendants of the object and substance of the Bill of Complaint and warning them and each of them to show cause, if any there may be, on or before the 7<sup>th</sup> day of October, 1968, why a decree should not be passed as prayed.

*Charles W. Cecil*  
Clerk

*Filed July 31, 1968*

**LEGAL NOTICES**

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

Cause No. 4955  
**KENNETH W. KENNEDY,**  
Executor U/W of  
Deborah K. Carter,  
deceased, Box 120,  
Bryans Road, Maryland  
and  
**WILLIAM GROSS and  
DOROTHY GROSS, his wife**  
R.F.D. 2  
Centreville, Maryland  
Plaintiffs

vs.

**ERNEST CARTER,**  
address unknown  
and  
The Unknown Heirs,  
Devises and Personal  
Representatives of  
Ernest Carter, deceased  
Defendants

**ORDER OF PUBLICATION**

This is to give notice that on the 13th day of May, 1968, a Bill of Complaint was filed in the Circuit Court of Queen Anne's County by the Plaintiffs against the defendants. The Bill of Complaint alleges in substance that the Plaintiffs are in actual peaceable possession of a lot of land containing 3 acres, more or less, on the southwest side of the public road leading from the Centreville--Church Hill state road to Burrisville, in the Third Election District of Queen Anne's County, Maryland, adjoining lands formerly of Dr. W. D. Troy and lands formerly of William Daniels, being the same real estate consisting of a parcel of land and dwelling which was devised to Jeremiah Kennedy and Deborah K. Carter by the will of their father, David H. Kennedy, dated April 23, 1930, recorded in Queen Anne's County, and in which Deborah K. Carter acquired the undivided one-half interest of Jeremiah Kennedy by deed dated September 1, 1934, recorded among the land records of said county in Liber B, H, T, No. 18, folio 209, of which the latest recorded survey is in a deed recorded among said land records in Liber T, M, No. 5, folio 325; that Deborah K. Carter owned said real estate at the time of her death on May 6, 1964, her will dated April 10, 1964 being recorded in Queen Anne's County, by which she directed that her executor, Kenneth W. Kennedy, should have full power to sell her real estate for any purpose on any terms at public or private sale; that said executor sold said real estate at private sale to Plaintiffs William Gross and Dorothy Gross, his wife, for \$2,500.00 and said sale has been finally ratified and confirmed by the Orphans' Court of Queen Anne's County; and

*The Bay Times*

P.O. Box 44, Stevensville, Md. 21666 **Feb. 12,** 19 **69**

THE BAY, TIMES, a body corporate, does hereby certify that the  
**Notice of Publication**

in the case/estate of  
**Kenneth W. Kennedy, Executor, etc., vs. Ernest  
Carter, et. al., Equity Cause No. 4955**

a true copy of which is annexed hereto, was published in the BAY TIMES, a weekly newspaper published at Stevensville, in Queen Anne's County, Maryland, once a week for ~~four~~ **5th** successive weeks before the **5th** day of **September**, 19 **68**, and that the first insertion of said advertisement in said BAY TIMES was on the ~~28th~~ day of **August**, 19 **68**, and the last insertion on the **29th** day of **August**, 19 **68**

THE BAY TIMES

By *Mary J. Rosendale*

*Filed June 20, 1969*

That the decedent, Deborah K. Carter, had a husband, Ernest, from who she lived separate and apart for many years, and who was last known by Plaintiffs to have been residing in Washington, D. C. in November, 1944; that Plaintiffs have been unable to learn whether or not Ernest Carter survived Deborah K. Carter, whether or not Ernest Carter is living at the present time or if living, whether he is a resident or non-resident of the State of Maryland; that among the personal effects of Deborah K. Carter, Plaintiffs found a paper writing apparently signed by Ernest Carter in the presence of a witness, but not acknowledged, by which Ernest Carter apparently intended to relinquish all his interest in his wife's real estate and other property, said paper writing being filed as an exhibit with said bill of complaint; and

That William Gross and Dorothy Gross, his wife, have paid the executor a substantial part of the purchase price of \$2,500.00 and have been in possession of said real estate pursuant to the terms of said sale since June 1, 1964; that Plaintiffs are advised that the possible interest of Ernest Carter in said real estate, if he survived Deborah K. Carter, constitutes a cloud upon the title of said real estate; and that no outstanding claim is being actively asserted against Plaintiffs' title to said real estate nor is any action at law or suit in equity pending to enforce or test the validity of such title or any adverse claim.

The relief prayed in the Bill

LEGAL NOTICES

of Complaint is substantially as follows: That the Court pass a decree that said executor has absolute ownership and the right of disposition of said real estate, subject only to the rights of said purchaser; and that the Defendants be enjoined from asserting any claim to said land and premises.

Whereupon it is ordered by the Circuit Court for Queen Anne's County this 31st. day of July, 1968, that the Plaintiffs cause a copy of this order to be inserted in a newspaper published in Queen Anne's County once a week in each of four successive weeks before the 5th. day of September, 1968, giving notice to the said Defendants of the object and substance of the Bill of Complaint and warning them and each of them to show cause, if any there may be, on or before the 7th. day of October, 1968, why a decree should not be passed as prayed.

Charles W. Cecil  
Clerk

Filed July 31, 1968

True Copy

Test: Charles W. Cecil  
Clerk

8/8/68-4T

KENNETH W. KENNEDY, Executor  
U/W Deborah K. Carter, deceased,  
et. al.,

Plaintiffs

vs.

ERNEST CARTER and the unknown  
heirs, devisees and personal  
representatives of Ernest  
Carter, deceased  
Defendants

In the Circuit Court for

Queen Anne's County

In Equity

Cause No. 4955

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Kenneth W. Kennedy, Executor U/W Deborah K. Carter, William Gross and Dorothy Gross, his wife, Plaintiffs, by Wood and Bryan, their attorneys, move, pursuant to Maryland Rule 310 b for a Decree Pro Confesso against Ernest Carter, address unknown, and the unknown heirs, devisees and personal representatives of Ernest Carter, deceased, Defendants, for failure to comply with the requirements as to time for pleading, for that two successive Writs of Subpoena were returned non est as to Ernest Carter, address unknown, after which your plaintiffs caused an Order of Publication to be issued and published against said Defendants as fully appears by the certificate of publication of the same filed herein, the time for filing answers or other initial pleadings expired on the 22nd day of October, 1968 and no answer or other initial pleading has been filed by any of the Defendants.

WOOD AND BRYAN

By:

*Howard Wood*  
~~David C. Bryan~~ HOWARD WOOD

Attorneys for Plaintiffs

*Filed June 20, 1969*

DECREE PRO CONFESSO

Upon the foregoing Motion, it is, this 23rd day of June, 1969, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, that the Bill of Complaint is taken pro confesso against Ernest Carter and against the unknown heirs, devisees and personal representatives of Ernest Carter, deceased, and the papers are referred to an examiner of this Court to take testimony to support the allegations of the Bill.

*B. Hackett Turner Jr.*  
Judge

*Filed June 23, 1969*

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13

14

KENNETH W. KENNEDY, Executor  
U/W Deborah K, Carter, deceased,  
et al.,

Plaintiffs

Vs.

ERNEST CARTER and the unknown  
heirs, devisees and personal  
representatives of Ernest  
Carter, deceased,

Defendants

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

Cause No. 4955

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the Plaintiffs, Howard Wood, 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 11th day of July, 1969, in the law office of Howard Wood, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 10:00 o'clock A.M., there being present Kenneth W. Kennedy, William Gross and Dorothy Gross, the plaintiffs in this cause, and Howard Wood, Solicitor for the Plaintiffs, and proceeded to take the following testimony, to wit:

*Richard A. Downes J*  
*Examine*

Kenneth W. Kennedy, the first witness of lawful age, having been duly sworn, deposes and says:

Q. 1. Will you please state your name and address.

A. My name is Kenneth W. Kennedy. My permanent address is 608 Southern Avenue S. E., Washington, D. C. Zip code 20032..

Q. 2. And what is your occupation, Mr. Kennedy?

A. I am an elementary school teacher.

Q. 3. Are you the executor of the estate of Deborah K. Carter, deceased?

A. Yes, I am.

Q. 4. Mr. Kennedy, I show you a paper and ask you to state what it is.

A. This paper is a certified copy of a will.

Q. 5. Whose will is that?

A. David H. Kennedy.

(At this point the said paper was offered in evidence and was marked "Examiner's Exhibit A")

Q. 6. I now hand you another paper and ask you to state what it is.

A. This is a deed of the property.

Q. 7. Who were the parties?

A. The parties are Jeremiah Kennedy and Annie Cornelia Kennedy, and Deborah Kennedy Carter.

Q. 8. What is the date of the deed?

A. September 1, 1934.

(at this point, the said paper was offered in evidence and was marked "Examiner's Exhibit B")

Q. 9. Will you describe what real estate Mrs. Deborah K. Carter owned at the time of her death.

A. At the time of her death, Deborah K. Carter owned property in Burrisville, Maryland, outside of Centreville.

Q. 10. Is that the same property described in the deed which you identified or not?

A. Yes, it is the same property.

Q. 11. I now show you a paper filed in Chancery No. 4955, in Queen Anne's County, marked Plaintiffs' Exhibit A. Will you please state what it is.

- A. This paper is a certified copy of the will of Deborah K. Carter.
- (at this point the said paper was offered in evidence and was marked "Examiner's Exhibit C")
- Q. 12. Will you state when you were appointed Executor of the Deborah K. Carter estate.
- A. I was appointed executor of the Deborah K. Carter estate on May 16, 1964.
- Q. 13. State whether or not you sold the decedent's real estate and to whom.
- A. I sold the real estate to Mr. and Mrs. Gross.
- Q. 14. You are referring to the same real estate which Mrs. Carter owned at her death?
- A. Yes, I am.
- Q. 15. What was the price?
- A. The price was \$2500.00.
- Q. 16. Has the sale been ratified by the Orphans' Court of Queen Anne's County or not?
- A. Yes, it has been ratified and certified by the Orphans' Court of Queen Anne's County.
- Q. 17. What was Mrs. Carter's husband's name?
- A. Mrs. Carter's husband's name was Ernest Carter.
- Q. 18. State what you can about his whereabouts, if living.
- A. First, inquiries were made to the following persons: Annie C. Kennedy, Philip S. Deaton. Second, a trip was made to the municipal building in Washington D. C. Death certificates were traced from 1944 until 1964. Records were also looked over in the Court House in Centreville.
- Q. 19. What did you learn from all these inquiries and investigation?
- A. From these inquiries and investigations, I learned that the whereabouts of Ernest Carter could not be established.
- Q. 20. Where and when were you last able to establish his whereabouts?
- A. I was last able to establish his whereabouts by a deed of conveyance, dated November 7, 1944, in Washington, D.C.
- Q. 21. Was this deed for other property, not the subject of this suit?
- A. This is other property.



Q. 22. I hand you another paper and ask you whether or not it is the deed of conveyance to which you have just referred?

A. Yes, it is the deed of conveyance.

(at this point the said paper was offered in evidence and marked "Examiner's Exhibit D")

Q. 23. Is it your understanding or not that Ernest Carter lived separate from his wife for many years, even before 1944?

A. Yes, that is my understanding.

Q. 24. When did Mr. and Mrs. Gross take possession of the property which they purchased from you?

A. June 1st, 1964.

Q. 25. Have they paid the majority of the purchase price, or not?

A. Yes, they have.

Q. 26. Do you know of any claim whatsoever being made by anyone against your title to the real estate of Mrs. Carter?

A. I know of no one.

Q. 27. Do you know of any lawsuit or equity suit in reference to such title, or any claim against it? Except for the present suit against Ernest Carter?

A. No.

KWK. Kenneth W. Kennedy  
Kenneth W. Kennedy

Howard Wood then made this statement.

I, Howard Wood, attorney for Kenneth W. Kennedy, Executor, desire to state that I received the paper filed with the bill of complaint as "Plaintiffs' Exhibit C" from Miss Blanche Kennedy shortly after the death of Mrs. Carter and that Miss Kennedy stated that she had found this paper among Mrs. Carter's personal effects.

(at this point the said paper was offered in evidence and was marked "Examiner's Exhibit E").

Howard Wood

William M. Gross, the second witness of lawful age, having been duly sworn, deposes and says:

- Q. 1. Will you please state your name and address.
- A. My name is William M. Gross, Route 2, Box 141, Centreville, Maryland.
- Q. 2. What is your occupation?
- A. Plumber.
- Q. 3. Have you heard Mr. Kennedy's testimony this morning?
- A. Yes, I have heard his testimony this morning.
- Q. 4. State whether or not you are one of the purchasers of the Deborah K. Carter property from Mr. Kennedy.
- A. Yes, I am one of the purchasers of the property in which Mr. Kennedy is executor.
- Q. 5. Who is the other purchaser?
- A. The other purchaser is my wife, Dorothy Gross.
- Q. 6. When did you take possession of the property?
- A. I took possession of the property June 1, 1964.

William M. Gross  
William M. Gross

Dorothy C. Gross, the third witness of lawful age, having been duly sworn, deposes and says:

- Q. 1. Will you state your name and address, please.
- A. Dorothy C. Gross, Route 2, Box 141, Centreville, Maryland.
- Q. 2. Will you state whether or not you and your husband have paid most of the purchase price for the Deborah K. Carter property.
- A. We have.

Dorothy C. Gross  
Dorothy C. Gross

Witnesses having waived their fees and testimony being concluded, your examiner certifies that the only cost chargeable in this cause is his examiner's fee in the sum of Ten Dollars (\$10.00).

Vachel A. Downes Jr.  
Vachel A. Downes Jr.  
Examiner

Filed July 16, 1969

LIBER

4 PAGE 713

I, David H. Kennedy, of Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my last will and testament, in manner following, that is to say:

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

ITEM ONE. I do hereby give and bequeath to my son, Robert C. Kennedy, the sum of Fifty Dollars (\$50.00), absolutely.

ITEM TWO. I do hereby give and bequeath to my granddaughter, Hester Jacobs, daughter of my daughter, Jennie Jacobs, the sum of Ten Dollars (\$10.00), absolutely.

ITEM THREE. All the rest, residue and remainder of my estate and property of every kind and description, real, personal and mixed, whenever acquired and wheresoever located, of which I die seized and possessed or in any way entitled to, I do hereby give, devise and bequeath to my daughter, Deborah Kennedy Carter, and my son, Jeremiah Kennedy, as tenants in common, absolutely and in fee simple, subject, however, to the payment of the legacies hereinbefore made by me in Items One and Two of this my last will and testament by the said Deborah Kennedy Carter and Jeremiah Kennedy in the event I die not possessed of sufficient cash money to pay them, and to that end I hereby make said legacies to my son, Robert C. Kennedy, and my granddaughter, Hester Jacobs, a lien upon all the rest, residue and remainder of my said estate and property until paid.

ITEM FOUR. I do hereby constitute and appoint my said daughter, Deborah Kennedy Carter, and my son, Jeremiah Kennedy, to be the Executors of this my last will and testament, hereby revoking all other wills and testaments heretofore made by me, and it is my wish and desire and I hereby direct that the said Deborah Kennedy Carter and Jeremiah Kennedy shall be excused from the necessity of giving bond for the performance of their duties as such Executors.

IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my seal, this twenty third day of April, in the year nineteen hundred and thirty:

David H. Kennedy (SEAL)

SIGNED, sealed, published and declared by the above named testator, David H. Kennedy, as and for his last will and testament, in the presence of us, who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses hereto:

Francis W. Quinn  
W. P. Savage

Filed July 16, 1969.

Examiner's Exhibit A

PROBATE OF WILL

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

On the 15th day of May A. D. 1934, came Wm R. Horney, Custodian of the within and foregoing instrument of writing, purporting to be the last will and testament of David H. Kennedy late of Queen Anne's County, deceased, and made oath in due form of law, that the foregoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from the hands of the testator

on or about 23rd day of March A. D. 1930. Sworn before Norman J. Dudley Register of Wills of Queen Anne's County, Md.

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

On the 18th day of May 1934 came Wm R. Horney one of the subscribing witnesses to the foregoing last Will and Testament of David H. Kennedy late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testator sign and seal said Will; that he heard him pronounce and declare the same to be his last Will and Testament, and at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding; and that he together with Francis W. Beaver subscribed his name as witness to said Will at his request in his presence and in the presence of each other.

Sworn in open court. Test: Norman J. Dudley Register of Wills of Queen Anne's County, Md.

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

On the 22nd day of May 1934 came Francis W. Beaver one of the subscribing witnesses to the foregoing last Will and Testament of David H. Kennedy late of Queen Anne's County, deceased, and made oath in due form of law, that she did see the Testator sign and seal said Will; that she heard him pronounce and declare the same to be his last Will and Testament, and at the time of her so doing she was to the best of her apprehension of sound and disposing mind, memory and understanding; and that she together with Wm R. Horney subscribed her name as witness to said Will at her request, in her presence and in the presence of each other.

Sworn in open court. Test: Norman J. Dudley Register of Wills of Queen Anne's County, Md.

State of Maryland,

In the Orphans' Court

For Queen Anne's County:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of David H. Kennedy

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 21st day of August, A. D., 1934, that the same be admitted in this Court as the true and genuine last Will and Testament of the said David H. Kennedy deceased.

Henry C. Bowen.

Leontine P. Owen

A. Hopper Linn

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

In the Orphans' Court for Queen Anne's County, Maryland, Sec:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Last Will and Testament of DAVID H. KENNEDY, deceased  
late of Queen Anne's County,

as filed and passed in this office on August 21st, 1934

and recorded in Liber W.T.B. No. 3 Folio 495

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 10th day of July 1969.

Madelyn Z. Wooster  
Register of Wills for Queen Anne's County, Maryland

T H I S D E E D, made this *1st* day of *September*, in the year nineteen hundred and thirty four, by Jeremiah Kennedy and Annie Cornelia Kennedy, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and Deborah Kennedy Carter, of Philadelphia County, State of Pennsylvania, party of the second part;

WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5) and other valuable considerations, the receipts of which are hereby acknowledged, the said Jeremiah Kennedy and Annie Cornelia Kennedy, his wife, do hereby grant and convey unto the said Deborah Kennedy Carter, in fee simple, all the undivided one-half interest and estate of the said Jeremiah Kennedy of, in and to the following described real estate, to wit:

ALL that tract, part of a tract or lot of land situate, lying and being in Spaniard's Neck, in Queen Anne's County aforesaid, on the right side of the public road leading from Burrisville to the Centreville and Church Hill road, adjoining the land of (or formerly of) Dr. W. D. Troy, and the land of William Daniels, being a part of "Plain Dealing", and containing three (3) acres of land, more or less; being the same land which was granted and conveyed unto David H. Kennedy by Maria Bohland, et al., by deed bearing date the 4th day of January, 1909, and recorded in Liber S. S. No. 5, folios 527, etc., a land record book for Queen Anne's County aforesaid; and being also the same land which was devised unto the said Deborah Kennedy Carter and Jeremiah Kennedy, as tenants in common, by Item Three of the last will and testament of the said David H. Kennedy, bearing date the 23rd day of April, 1930, and recorded among the will records books in the Office of the Register of Wills 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 undivided one-half interest and estate of the said Jeremiah Kennedy of, in and to said tract, part of a tract or lot of land and premises, unto and to the use of the said Deborah Kennedy Carter, her heirs and assigns, in fee simple, forever.

AND the said Jeremiah Kennedy does hereby covenant that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors:

TEST: (as to Grantors).

*Hilda T. Seward*

*Jeremiah Kennedy* (SEAL)  
*Annie Cornelia Kennedy* (SEAL)



-1-

*Examiner's Exhibit B*

*Filed July 16, 1969*

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

I HEREBY CERTIFY that on this *1st* day of *September*, in the year nineteen hundred and thirty four, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Jeremiah Kennedy and Annie Cornelia Kennedy, his wife, and each acknowledged the foregoing DEED to their respective act.

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



*Hilda T. Seward*  
Notary Public.

THIS DEED OF CONFIRMATION, made this SEVENTH day of November in the year nineteen hundred and forty four by and between Ernest Carter, of the District of Columbia, party of the first part and Deborah K. Carter, of Germantown, City of Philadelphia, State of Pennsylvania, wife of said Ernest Carter, party of the second part. WHEREAS, by a deed bearing date October 30th, 1936 and now recorded in Liber W. H. C. No. 4-A, a land record book of Queen Anne's County in the State of Maryland, at folio 43, the party of the first part did deed unto the party of the second part 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 right side of the public road leading from Centreville to Burrisville, adjoining land of the heirs of Luther Downes and the land then of Harry Godwin, but now of Thomas Warfield Emory and containing 11.17 acres of land, more or less and in said deed described by metes and bounds, courses and distances.

WHEREAS, said deed contains no reference to the title by which the party of the first part acquired the land so deeded by him, so that said deed does not sufficiently describe said land and the title of the party of the first part thereto at the time he made said deed, and the party of the second part has requested the party of the first part to execute for delivery unto her these presents in order that she may have a deed containing the omission mentioned.

NOW THEREFORE THIS DEED WITNESSETH: That the party of the first part, for and in consideration of the premises, the sum of one dollar, the receipt of which is hereby acknowledged and in performance of his covenant for further assurances in said deed of October 30th, 1936 contained, does hereby ratify and confirm said deed and does hereby quit-claim, release and confirm unto the party of the second part, her heirs and assigns, . . . . .

(1)

*Filed July 16, 1969*

*Examiner's Exhibit D*



ALL that lot of land hereinbefore mentioned and described and in said deed of October 30th, 1936 described by metes and bounds, courses and distances, the same being all that lot or tract of land which Harry Godwin, Mary E. Godwin, his wife, and Henry B. W. Mitchell by deed dated July 5th, 1919 and recorded in Liber J. F. R. No. 2, a land record book of Queen Anne's County aforesaid, at folio 409, granted and conveyed unto the said Ernest Carter, his heirs and assigns and reference is hereby made to this last mentioned deed for a description of said land by metes and bounds, courses and distances.

TOGETHER with the buildings and improvements thereon and all the roads, rights, ways, waters and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land above described unto the party of the second part, her heirs and assigns in fee simple and for no other purpose or intent whatsoever.

AND the party of the first part covenants that he will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF the party of the first part has hereunto subscribed his name and affixed his seal the day and year first hereinabove written.

Test: E. S. Fitzgerald  
E. S. Fitzgerald

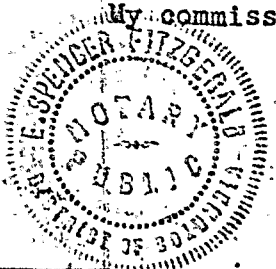
Ernest Carter (SEAL)  
Ernest Carter.

District of Columbia, to wit:

I hereby certify that on this 7th day of November in the year nineteen hundred and forty four, before me, the subscriber, a Notary Public of the District of Columbia aforesaid, personally appeared Ernest Carter, the Grantor executing the foregoing DEED and he did acknowledge said DEED to be his act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my seal Notarial the day and year above written.

My commission expires March 1, 1949



E. S. Fitzgerald  
E. S. Fitzgerald  
NOTARY PUBLIC. *JS*

FOR EXAMINER'S EXHIBITS C and E, filed July 16, 1969,  
SEE Plaintiffs' Exhibits A and C, filed May 13, 1968.

15

KENNETH W. KENNEDY  
Executor U/W of  
Deborah K. Carter,  
deceased, Box 120  
Bryans Road, Maryland  
and  
WILLIAM GROSS and  
DOROTHY GROSS, his wife,  
R.F.D. 2,  
Centreville, Maryland  
Plaintiffs

vs.

ERNEST CARTER,  
Address unknown  
and  
The Unknown Heirs,  
Devises and Personal  
Representatives of  
Ernest Carter, deceased  
Defendants

In the Circuit Court for

Queen Anne's County

in Equity

Cause No. 4955

DECREE

The proceedings in the above-captioned cause having been read and considered, IT IS this 1st day of August, 1969, 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 Kenneth W. Kennedy, Executor of the last will and testament of Deborah K. Carter, late of Queen Anne's County, deceased, has absolute ownership and the right of disposition of the real estate described in Paragraph No. 1 of the Bill of Complaint in this cause, with its improvements and appurtenances, subject only to the rights of William Gross and Dorothy Gross, his wife, as purchasers thereof.

2. That the Defendants, Ernest Carter, if living, or the heirs, devisees and personal representatives of Ernest Carter, deceased, and each of them, if any, are hereby perpetually enjoined from asserting any claim to said real estate.

*B. Hackett Turner Jr*  
*Judge*

*Filed Aug 1, 1969*

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this seventeenth day of July, in the year nineteen hundred and sixty-eight, the following Bill of Complaint for Specific Performance was brought to be recorded, to wit:

H. F. ADDISON CALLAHAN and	:	IN THE CIRCUIT COURT
MARTHA C. CALLAHAN, his wife	:	
Sudlersville, Maryland	:	FOR
Plaintiffs	:	
	:	QUEEN ANNE'S COUNTY
vs.	:	
	:	IN EQUITY
C. HEATON BAKER and	:	No. 4965
LYNETTE M. BAKER, his wife	:	
Church Hill, Maryland	:	
Defendants	:	

BILL OF COMPLAINT FOR SPECIFIC PERFORMANCE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

H. F. Addison Callahan and Martha C. Callahan, his wife, by Wood and Bryan, their Solicitors, complaining, say:

1. That on September 27, 1960, and continuously thereafter, H. F. Addison Callahan, one of the Plaintiffs, has been the owner of that certain tract of land or farm known as "Spread Eagle Farm", situate in the Second Election District of Queen Anne's County, in the State of Maryland, containing 221.03 acres of land, more or less, which is described in a deed to Henry Francis Addison Callahan from May Everngam, et al., Executors, dated September 27, 1960, and recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 57, folio 221; a certified copy of said deed being attached hereto as a part hereof as "Exhibit A", and as shown on a Plat thereof dated November 20, 1935, by W. T. Henry, Surveyor; said Plat being attached hereto as a part hereof and marked "Exhibit B".
2. That the said H. F. Addison Callahan married Martha C. Callahan on or about March 11, 1967.
3. That on or about April 26, 1968, the Plaintiffs entered into a Contract in writing with C. Heaton Baker and Lynette M. Baker, his wife, Defendants, a copy of which is attached hereto as a part hereof and marked "Exhibit C", wherein the Plaintiffs agreed to sell to the Defendants at and for the price of One Hundred Thousand Dollars (\$100,000.00) all of the aforementioned "Spread Eagle Farm" except that portion thereof lying on the Northeast side of the public road leading from Church Hill to Ingleside and Price, containing 18 acres of land, more or less, by estimation, leaving 200 acres of land, more or less, the tract sold being all of the said farm on the Southwest side of said public road.
4. That the Defendants paid the sum of One Thousand Dollars (\$1,000.00) by check, to the order of J. Wilbur Stafford, Realtor, to be held by him in escrow until the final settlement under said Contract, and delivered to the said J. Wilbur Stafford their confessed judgment promissory note in the sum of Nine Thousand Dollars (\$9,000.00), payable at the time of final settlement without interest, said note being deemed held upon the same escrow terms as the initial \$1,000.00 check, and Defendants agreed to pay an additional Ninety Thousand Dollars (\$90,000.00) upon conveyance and final settlement.
5. That said Contract further required the parties to settle between 9:00 A.M. and 12:00 noon on June 15, 1968.

6. That on or about June 4, 1968, the parties, through Layman J. Redden, Esquire, and David C. Bryan, Esquire, their attorneys, mutually agreed to extend settlement under said Contract until 1:30 P.M. on July 12, 1968. Well within said period the Plaintiffs informed the Defendants and their agents that they were ready to settle for said land and of their willingness and eagerness to complete said purchase, but the Plaintiffs were advised that Defendants were not ready, in that certain land title work was not satisfactory.

7. That demands to make settlement and accept conveyance have been made by the Plaintiffs upon the Defendants, but the Defendants refuse to comply with said demands.

8. That the Plaintiffs do have a good and merchantable fee simple title to the real estate contracted to be sold and they have performed all of the requirements of said Contract on their part to be performed.

WHEREFORE the Plaintiffs pray:

1. That this Honorable Court decree that the Plaintiffs are seized and possessed of a good and merchantable fee simple title to all of the aforesaid lands.

2. That the aforesaid Contract of Sale may be specifically enforced, and that the Defendants be required to pay unto the Plaintiffs the purchase money agreed upon and to accept from the Plaintiffs a deed of conveyance of the requisite portion of the aforesaid lands in accordance with said Contract of Sale.

3. That in the event said Contract is not specifically enforced that Plaintiffs be awarded damages for the breach thereof by Defendants.

4. And for such other and further relief as the nature of the case may require.

WOOD AND BRYAN

By: David C. Bryan

David C. Bryan  
Attorneys for Plaintiffs  
119 Lawyers Row  
Centreville, Maryland 21617  
Telephone: 758-1643

*Filed July 17, 1968*

45040  
R. 53521 RECEIVED FOR RECORD Oct. 19 1960

THIS DEED, made this 27th day of September, 1960, by and between MAY EVERNGAM, EVELYN LOUISE BENNETT and J. ARCHIBALD BENNETT, Executors of the Last Will and Testament of Harry F. Callahan, deceased, parties of the first part, and HENRY FRANCIS ADDISON CALLAHAN, party of the second part.

WHEREAS, Harry F. Callahan departed this life on the 26th day of June, 1960, seized and possessed of certain real estate, of which the premises hereinafter described was a part, and leaving a Last Will and Testament, dated the 6th day of August, 1957, which was duly admitted to probate by the Orphans' Court of Queen Anne's County and recorded among the Will Records of said Court in Liber E. C. W. No. 1 Folio 118; and

WHEREAS, pursuant to the power and direction contained in Item Five of the Last Will and Testament of said decedent given to said Executors "to sell...at private sale, as in their... judgment and discretion may seem most advisable, for such price... and upon such terms as they...may deem best...all of the rest, residue and remainder of my real estate..." said Executors, in the exercise of the power and direction so given, have sold the fee simple property hereinafter described, at private sale, unto Henry Francis Addison Callahan for the sum of THIRTY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$37,500.00); and

WHEREAS, the said sale, having been duly reported to the Orphans' Court of Queen Anne's County, has been, upon Consent to Immediate Ratification, ratified and confirmed by the said Court by its Order passed on the 20th day of September, 1960, as will appear by reference to the proceeding in said Court entitled, "In The Matter Of The Estate Of Harry F. Callahan, Deceased", No. 3440; and

WHEREAS, the party of the second part has fully paid the purchase money and is entitled to a deed granting and conveying unto him the said real estate so sold unto him as aforesaid.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the sum of THIRTY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$37,500.00); the receipt of which is hereby acknowledged, the said parties of the first part, by virtue of the power and authority so as aforesaid conferred upon them by the said Last Will and Testament and Order of the Orphans' Court of Queen Anne's County, do hereby bargain, sell, grant and convey unto the

EXHIBIT A

EXAMINER'S EXHIBIT A

said party of the second part, his heirs and assigns, in fee simple, the following described real estate to wit:

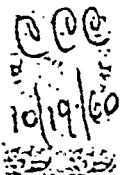
ALL those three tracts of land, (being a part of a tract called "Spread Eagle", being Lot #3 of the Kirk Brown Subdivision in Chancery Cause No. 165 and being a part of the "Harry D. Massey Farm") now reduced into one farm, situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on both sides of the public road leading from Church Hill to Ingleside, adjoining the lands formerly of Harry D. Massey, John H. Newnam and others, and more particularly described by metes and bounds, courses and distances according to a Plat thereof made by W. T. Henry, Surveyor on November 20, 1935 as follows:

BEGINNING at a large stone marked A. H. at the north-east corner of the whole farm and running thence S 50 3/4° W 299 perches, thence N 41 1/2° W 79.4 perches, thence S 49 1/2° W 97.5 perches, thence N 40 1/2° W 28 perches, thence N 51° E 257 perches, thence N 33° W 34 perches, thence N 57 1/2° E 56 perches, thence N 51 1/2° E 40 perches, thence S 88° E 16.6 perches, thence S 29° E 51.8 perches, thence N 55° E 35 perches, thence S 44° E 65.8 perches to the place of beginning; and

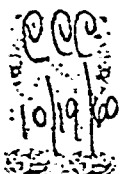


CONTAINING 221.03 acres of land, more or less.

BEING the same farm purchased by Harry F. Callahan and John H. Chambers and taken possession of by them in the year 1930 from Emily H. Klinefelter and consisting of those tracts of lands more fully described in the following deeds:



Dated November 28, 1930 and recorded among the Land Records of Queen Anne's County in Liber B. H. T. No. 12 Folio 141 from Emily H. Klinefelter to John H. Chambers and Harry F. Callahan.

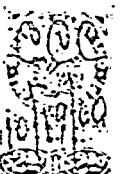


Dated April 30, 1936 and recorded among said Land Records in Liber W. H. C. No. 2A Folio 581 from John H. Chambers et ux. to Harry F. Callahan.



Dated December 24, 1937 and recorded among said Land Records in Liber W. H. C. No. 6A Folio 112 from Harry D. Massey et ux. to Harry F. Callahan.

SAVING AND EXCEPTING from said parcels so much thereof which by deeds dated August 21, 1950 and recorded among said Land Records in Liber N. B. W. No. 8 Folios 131 and 132 was granted to the State of Maryland, to the use of the State Roads Commission of Maryland.



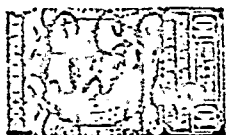
SUBJECT, nevertheless, to the legal operation and effect, if any, of a grant dated April 29, 1936 and recorded among said Land Records in Liber W. H. C. No. 2A Folio 579 to The Town Commissioners of Centreville.



AND FURTHER WITNESSETH, that for and in consideration of the sum of ONE THOUSAND SIX HUNDRED AND TWENTY-SIX DOLLARS (\$1,626.00), the receipt of which is hereby acknowledged, the said parties of the first part do, by virtue of the power and authority so as aforesaid conferred upon them by the said Last Will and Testament and Order of the Orphans' Court of Queen Anne's County, hereby bargain, sell, transfer and assign unto the said party of the second part, his heirs, personal representatives and assigns, absolutely, the bulk milk tank, pump and compressor and pipe lines connected thereto as fixtures attached and annexed to the improvements on the above described farm.



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.



TO HAVE AND TO HOLD the said tracts or parcels 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 said party of the second part, his heirs and assigns, in fee simple forever.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands and seals.

WITNESS:

[Signature] May Everngam (SEAL)  
May Everngam

[Signature] Evelyn Louise Bennett (SEAL)  
Evelyn Louise Bennett

[Signature] J. Archibald Bennett (SEAL)  
J. Archibald Bennett

EXECUTORS OF THE LAST WILL AND TESTAMENT OF HARRY F. CALLAHAN, DECEASED

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, sct:

On this the 27th day of September, 1960, before me, REBECCA JANE NELSON, the undersigned officer, personally appeared MAY EVERNGAM, EVELYN LOUISE BENNETT and J. ARCHIBALD BENNETT, Executors of the Last Will and Testament of Harry F. Callahan, deceased, known to me to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.



WITNESS WHEREOF I hereunto set my hand and Notarial

Rebecca Jane Nelson  
Notary Public

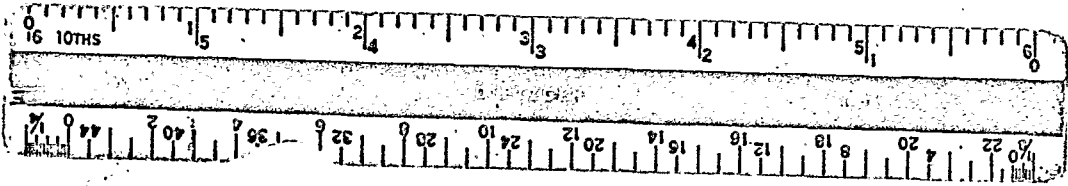
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber T.S.P. No. 57, folio 221, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 17th day of July in the year nineteen hundred and sixty-eight.

Charles W. Cecil  
Clerk



Cont

PLAT of H.F. CALLAHAN, FARM  
South of Church Hill, Md  
on Road to Price's Station.

W.T. Henry, Surveyor

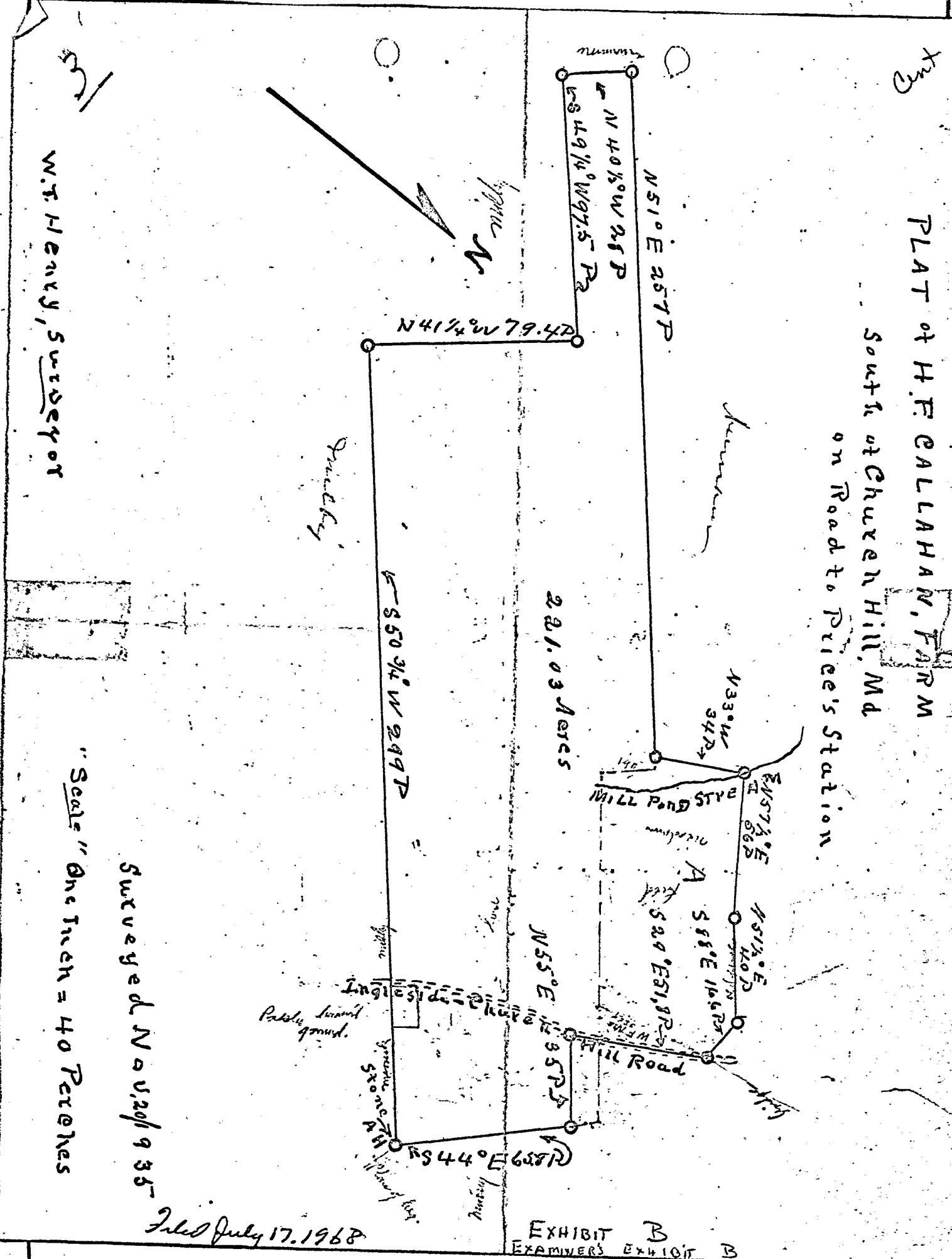


EXHIBIT B  
EXAMINERS EXHIBIT B



4  
1  
THIS CONTRACT OF SALE, made this 26<sup>th</sup> day of April 1968, by and between H. F. ADDISON CALLAHAN and MARTHA C. CALLAHAN, his wife, parties of the first part, herein called Sellers, and C. HEATON BAKER and LYNETTE M. BAKER, his wife, parties of the second part, herein referred to as Buyers.

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, at and for the sum of One Hundred Thousand Dollars (\$100,000.00), upon the terms hereinafter set forth, all of the following described real estate and personal property, to wit:

ALL that tract of land or farm known as "Spread Eagle Farm" situate in the Second Election District of Queen Anne's County in the State of Maryland, containing 221.03 acres of land, more or less, which was described in the deed to Henry Francis Addison Callahan from May Everngam, et. al., Executors, dated September 27, 1960, and recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 57, folio 221: SAVING AND EXCEPTING, however, the part thereof lying on the northeast side of the public road leading from Church Hill to Ingleside and Price, containing 18 acres of land, more or less, by estimation, leaving 200 acres of land, more or less, being all of the said farm on the southwest side of said public road contained in this sale.

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 ALSO TOGETHER WITH all the usual fixtures, including but not limited to storm doors, storm windows, awnings, shades, blinds, trees, and shrubbery, and also the kitchen gas cook stove and Frigidaire refrigerator now on the premises, but excluding the ship's bell which is reserved from this sale.

#### TERMS OF SALE

The purchase money shall be paid as follows: the sum of One Thousand Dollars (\$1,000.00) has been paid by check to the order of J. Wilbur Stafford, Realtor, to be held by him in escrow until the final settlement hereunder; the balance of the usual 10% deposit has been secured to J. Wilbur Stafford, Realtor, by confessed judgment promissory note of the buyers in the sum of Nine Thousand Dollars (\$9,000.00), payable at the time of final settlement hereunder without interest, said sum of Nine Thousand Dollars (\$9,000.00) and the note securing it to be deemed held upon the same escrow terms as the initial \$1,000.00 check; and the balance of said purchase price in the amount of Ninety Thousand Dollars (\$90,000.00) shall be paid in cash or by certified check to the Sellers at the time of final settlement under this Contract of Sale.

EXHIBIT C  
EXAMINER'S EXHIBIT C

Full possession of said property, subject to the rights of the farm tenant, shall pass to the Buyers at the time of final settlement, when property taxes and the farm rent of Two Hundred Dollars (\$200.00) per month shall be adjusted between the parties. The Sellers will notify the tenant on or before June 30, 1968 to vacate the premises at the end of his present tenancy, which shall expire on December 31, 1968.

The Sellers agree to maintain the present fire and wind storm coverage on the buildings hereby sold until final settlement and immediately to have the interest of the Buyers endorsed as part of the policies. The Buyers shall have the right to take out such additional insurance as they deem necessary to protect their interest.

The Sellers agree to convey a good and merchantable fee simple title to the real estate hereby sold unto the Buyers, free and clear of liens and encumbrances, the deed for said real estate to contain the usual covenants and warranties, special but not general, the delivery of title to be made upon full payment of the purchase money as above specified at the time of final settlement. The Sellers shall pay the cost of this Contract of Sale. The Buyers shall pay the cost of the deed, recording costs, revenue, and recordation tax stamps and notary fees incident to the transfer of this property, plus any title examination and/or guarantee they may desire.

If the Sellers shall be unable to give title or to make conveyance as above provided, then the Sellers shall use reasonable diligence to remove any title defect or disability and the time for the consummation of this agreement shall be extended sixty (60) days. Should the Sellers be unable to remove such title defect or to make conveyance as herein provided within such time, then the said initial deposit of One Thousand Dollars (\$1,000.00) shall be refunded and this Contract of Sale shall become null and void without further liability upon the Buyers or the Sellers. In such event, said note for Nine Thousand Dollars (\$9,000.00) shall be returned and need not be paid.

In the event that the Sellers are ready, willing and able to transfer a good and merchantable fee simple title as above described on the date set forth for final settlement, and in the further event that the Buyers fail to perform any of their agreements herein set forth, including but not limited to the preparation of the necessary deed, then said initial Ten Thousand Dollars (\$10,000.00) deposit may, at the option of the Sellers, be retained by the Sellers as liquidated damages.

It is expressly understood and agreed that the Buyers shall pay for any survey that they may deem necessary or desirable, that no deficiency of ground, inaccuracy or inadequacy of the present record description, recorded public utility easements, or easements apparent from inspection of the premises shall be deemed to be a title defect or defects hereunder.

The Sellers covenant to pay the real estate brokers' commission due J. Wilbur Stafford and Linwood C. Yates & Company in accordance with their listing and the Buyers represent that they know of no other broker who has contributed to the procurement of this sale.

Final settlement hereunder shall be held at the office of Wood and Bryan, 119 Lawyers Row, Centreville, Maryland, between 9:00 A.M. and 12:00 noon on June 15, 1968, but time shall not be deemed of the essence of this sale.

The parties hereto covenant that this Contract of Sale shall be performed in the manner and at the times herein provided for the performance of the same, and shall bind and inure to the benefit of themselves, their respective heirs, personal representatives and assigns, and is executed in duplicate originals.

WITNESS the hands and seals of the parties hereto:

TEST:

James B. Clements H. F. Addison Callahan (SEAL)  
H. F. Addison Callahan  
James B. Clements Martha C. Callahan (SEAL)  
Martha C. Callahan

SELLERS

Linwood C. Yates C. Heaton Baker (SEAL)  
C. Heaton Baker  
Linwood C. Yates Lynette M. Baker (SEAL)  
Lynette M. Baker

BUYERS

Filed July 17, 1968

Circuit Court For Queen Anne's County

1  
2  
EQUITY SUMMONS:

August Return Day

File No. 4965

Docket Chy. No. 1, CWC fol. 363

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

TO: C. Heaton Baker and  
Lynette M. Baker, his wife,  
Church Hill, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the First Monday of August  
next, to answer an action at the suit of

H. F. Addison Callahan and  
Martha C. Callahan, his wife  
Sudlersville, Maryland

Issued the 17th day of July 1968.

Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan  
By David C. Bryan  
ADDRESS: 119 Lawyers Row  
Centreville, Maryland 21617  
NAME: Telephone: 758-1643

*Charles W. Cecil*  
Clerk

(Seal of Court)

ADDRESS:

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 20,  
1968, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

*Filed July 22, 1968*

Summoned C. Heaton Baker & Lynette M. Baker  
on this 18<sup>th</sup> day of July, 1968  
and left with them a copy of  
subpoena, bill of complaint \_\_\_\_\_

Walter Clough  
Deputy Sheriff of Queen Anne's Co.

6/

H. F. ADDISON CALLAHAN and	:	IN THE CIRCUIT COURT
MARTHA C. CALLAHAN, his wife,	:	
Sudlersville, Maryland	:	
Plaintiffs,	:	FOR QUEEN ANNE'S COUNTY
	:	
vs.	:	
	:	IN EQUITY
C. HEATON BAKER and	:	
LYNETTE M. BAKER, his wife,	:	
Church Hill, Maryland	:	NO. <u>4965</u> CHANCERY
Defendants	:	

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

C. Heaton Baker and Lynette M. Baker, his wife, Defendants, by their attorney, Layman J. Redden, answering the Bill of Complaint against them, say:

1. That the Defendants admit all of the allegations of the Bill of Complaint.
2. Further answering said Bill of Complaint, the Defendants are advised and, therefore, aver that there is a substantial uncertainty of legal ownership of a material part of the property involved by the Plaintiffs, and that the failure and refusal of the Defendants to perform are legally justifiable by the inability of the Plaintiffs to convey to them a good and merchantable fee simple title to all of the property involved.

AND, as in duty bound, etc.

Layman J. Redden  
Layman J. Redden  
Attorney for Defendants  
Law Building  
Denton, Maryland  
Telephone: 479-0920

I HEREBY CERTIFY, That I served a copy of the foregoing Answer upon David C. Bryan, Attorney for the Plaintiffs, by leaving the same at his office at 119 Lawyers Row, Centreville, Maryland, on this 22<sup>nd</sup> day of July, 1968.

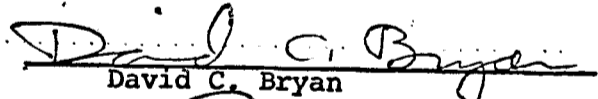
Layman J. Redden  
Layman J. Redden  
Attorney for Defendants

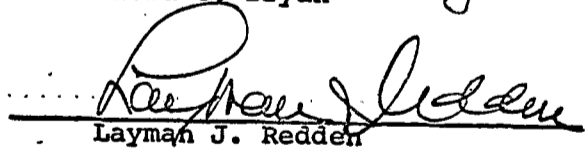
*Filed July 23, 1968*

1  
-  
H. F. ADDISON CALLAHAN and : IN THE CIRCUIT COURT  
MARTHA C. CALLAHAN, his wife :  
Sudlersville, Maryland : FOR  
Plaintiffs : QUEEN ANNE'S COUNTY  
vs. :  
: IN EQUITY  
C. HEATON BAKER and :  
LYNETTE M. BAKER, his wife : No. 4965  
Church Hill, Maryland :  
Defendants :

STIPULATION

It is hereby stipulated and agreed by and between David C. Bryan, Attorney for H. F. Addison Callahan and Martha C. Callahan, Plaintiffs, and Layman J. Redden, Attorney for C. Heaton Baker and Lynette M. Baker, Defendants, that the provisions of Rules 401 and 405 of the Maryland Rules of Procedure relating to the taking of testimony and depositions are hereby waived and that testimony in this matter shall be taken on July 31, 1968, at 7:30 o'clock P.M., at the offices of Wood and Bryan, Centreville, Md., before B. Hackett Turner, Jr., Court Examiner.

  
David C. Bryan

  
Layman J. Redden

*Filed Aug 7, 1968*

8

H. F. ADDISON CALLAHAN and	:	IN THE CIRCUIT COURT
MARTHA C. CALLAHAN, his wife	:	
Sudlersville, Maryland	:	FOR
Plaintiffs	:	
vs.	:	QUEEN ANNE'S COUNTY
	:	
	:	IN EQUITY
C. HEATON BAKER and	:	
LYNETTE M. BAKER, his wife	:	No. <u>4965</u>
Church Hill, Maryland	:	
Defendants	:	

STIPULATION

It is hereby stipulated and agreed by and between David C. Bryan, Attorney for H. F. Addison Callahan and Martha C. Callahan, Plaintiffs, and Layman J. Redden, Attorney for C. Heaton Baker and Lynette M. Baker, Defendants, that the provisions of Rule 580p. requiring that depositions lie in Court for ten (10) days are hereby waived and that the case may be forthwith presented to the Court for a decree.

*David C. Bryan*  
 \_\_\_\_\_  
 David C. Bryan

*Layman J. Redden*  
 \_\_\_\_\_  
 Layman J. Redden

*Filed Aug 7, 1968*

9

H. F. ADDISON CALLAHAN and MARTHA C. CALLAHAN, his wife Sudlersville, Maryland Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
C. HEATON BAKER and LYNETTE M. BAKER, his wife Church Hill, Maryland Defendants	:	No. 4965

TO THE HONORABLE, THE JUDGE OF SAID COURT:

One of the solicitors for the Plaintiffs, David C. Bryan, 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 31st day of July, 1968, in the law offices of Wood and Bryan, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 7:30 o'clock P.M., there being present H. F. Addison Callahan, one of the Plaintiffs, John Wesley Palmatary and John Archibald Bennett, witnesses called by the Plaintiffs and David C. Bryan, one of the solicitors for the Plaintiffs, and Layman J. Redden, solicitor for the Defendants, and proceeded to take the following testimony, to wit:

H. F. Addison Callahan, the first witness of lawful age, having been duly sworn, deposes and says:

QUESTIONS BY MR. BRYAN:

- Q. 1. Mr. Callahan would you please state your name, address and age.
- A. Henry Francis Addison Callahan. Church Hill, Maryland, age 57.
- Q. 2. Are you familiar with the farm near Church Hill known as Spread Eagle Farm?
- A. I think so, I own it.
- Q. 3. I am going to hand you some papers and ask you if you would please identify them for the record.
- A. Contract of Sale between my wife, myself and the Defendants and its marked "Exhibit C". Deed dated September 27, 1960, from the Executors of my father's estate to myself for this farm, marked "Exhibit A". Plat of my farm as it is described in the deed to me, marked "Exhibit B". Deed dated 12/24/37 Harry D. Massey to my father for a small part of Spread Eagle.

Mr. Bryan: I'll mark this "Exhibit D".

Deed dated 4/13/36 from John H. Chambers to my father for his one-half interest in Spread Eagle.

Mr. Bryan: I'll mark this "Exhibit E".



Deed dated 11/28/30 from Emily Klinefelter to John Chambers and my father for Spread Eagle.

Mr. Bryan: I'll mark this "Exhibit F".

- Q. 4. This deed marked "Exhibit A" is the deed from the Executors of your father's estate to yourself for Spread Eagle Farm, is that correct?
- A. This is correct.
- Q. 5. Now, the plat marked "Exhibit B", does this accurately show the boundaries of Spread Eagle Farm?
- A. To the best of my knowledge it does.
- Q. 6. And do the lines shown on this plat correspond with the description in the deed to you from the Executors of your father's estate?
- A. Very accurately, as far as I can see.
- Q. 7. What was the date that you first came into possession of Spread Eagle Farm, Mr. Callahan?
- A. January 1, 1961, I believe it was.
- Q. 8. When did you first acquire title to Spread Eagle Farm?
- A. September 27, 1960.
- Q. 9. And this is the date of the deed to you from your father's executors, is that correct?
- A. That's right.
- Q. 10. Are you married, Mr. Callahan?
- A. Yes, I am.
- Q. 11. Please give your wife's name and the date of your marriage.
- A. My wife's name - Martha Evelyn Crossan Callahan; date of our marriage - March 11, 1967.
- Q. 12. Now, referring to Plaintiffs "Exhibit C", the Contract of Sale between yourself and C. Heaton Baker and Lynette M. Baker, on what day were you supposed to settle under this Contract of Sale?
- A. June 15, 1968.
- Q. 13. And was there an extension under this contract?
- A. Yes, there was.
- Q. 14. And to what date was that extension?
- A. It was extended to July 12, 1968.

- Q. 15. Did you settle on July 12, 1968?
- A. No, we did not.
- Q. 16. Can you tell us why you didn't settle on that date?
- A. At this time there was some discussion about there being a break in the chain of title of a 23 acre portion of the farm marked with a red letter "A" on the plat, "Exhibit B", that had to be ironed out before we could settle.
- Q. 17. It was a title defect, is that correct?
- A. I didn't know the proper name for it.
- Q. 18. It's a title defect. And you asked the Bakers to settle, but they refused to settle because of this title defect in the portion of the farm partly outlined in green ink and marked with a red letter "A", is that correct?
- A. That's right.
- Q. 19. Can you describe very briefly just what improvements are on this farm?
- A. Well, I kept things in general repair, but the only outstanding thing that I did was to renovate the dwelling. I put it in pretty good condition, I think.
- Q. 20. Was this an expensive renovation or a minor renovation?
- A. To the tune of about \$20,000.00.
- Q. 21. And when was this done, Mr. Callahan?
- A. It was done in 1961.
- Q. 22. Are there any buildings on the farm, other than the dwelling?
- A. There is a chicken house, two sheds, a cow barn, hay barracks, granary, two little corn cribs, a big corn crib which was the most recently built, a loafing shed, pound, I think that covers them all.
- Q. 23. And you used all of these improvements, is that correct?
- A. We did use them.
- Q. 24. Did you live on the farm?
- A. Since 1961.
- Q. 25. What month in 1961?
- A. I took possession in January and I sort of camped there until I rebuilt. The reconstruction was completed about the first of December, I believe.
- Q. 26. Now, when did you move off the farm?
- A. We moved off the farm and turned it over to Dr. Baker

about June 12th of this year, because he wanted it ahead of time.

Q. 27. Is that Dr. Baker one of the Defendants in this cause?

A. Yes.

Q. 28. Is there any fencing around the perimeter of this farm, Mr. Callahan?

A. As far as I know the perimeter is entirely fenced. There are no inside fences.

Q. 29. Now, showing you Plaintiffs "Exhibit B" and then the northern corner in the area marked "A", and it's also outlined by a sort of green dashed line in the interior of the farm, what sort of fencing is there around this little block marked "A"?

A. Within the field there are no fences whatever, never have been to my knowledge, but along the road to Church Hill and down the side next to the colored section, all the way down the west side of the farm there is a fence.

Q. 30. What kind of fence is it?

A. Page wire fence.

Q. 31. And how long do you know that it has been there?

A. I can't say that I paid too much attention to it until I bought it, I know that it was there, but I never looked at it really.

Q. 32. Has it been there since 1961?

A. Yes.

Q. 33. Was this little block labeled "A" ever a separate parcel of Spread Eagle?

A. Not to my knowledge.

Q. 34. Did you make any use of this front part of the farm?

A. Oh, yes, I did.

Q. 35. What was it planted with and when?

A. Planted with wheat, corn and various crops over a period since I owned it, in fact over the period since my dad owned it.

Q. 36. Were there any breaks in time in the tilling of this field?

A. Never to my knowledge.

Q. 37. Where is this field in relation to the public road?

A. It adjoins the public road on the north side.

Q. 38. Is it visible from the road?

A. Yes, it is.

Q. 39. Can you state whether or not people traveling down the road could see you till the field?

A. Very definitely.

Q. 40. Did anyone ever claim any of the land within the confines of this plat "Exhibit B"?

A. Never to my knowledge.

Q. 41. Did anyone ever use any part of the farm for any purpose whatsoever other than your own purposes?

A. Never to my knowledge.

Q. 42. Have you ever posted any "No Trespassing" signs on the farm?

A. Yes, I have, for several years.

Q. 43. Did you receive any income from the farm, and if so, under what arrangement?

A. Up until a year ago, I sharecropped with Mr. Louis Palmatary, and in the past year he has paid me land rent for the entire property.

Q. 44. Who paid the taxes on this property from 1961 on?

A. I've paid the taxes ever since I have owned it.

Q. 45. Mr. Redden, do you want to ask any questions?

Mr. Redden: David, I can't think of anything now.

John Wesley Palmatary, the second witness of lawful age, having been duly sworn, deposes and says:

QUESTIONS BY MR. BRYAN:

Q. 1. Mr. Palmatary, would you please state your name and address and your age.

A. John Wesley Palmatary, and I'm 51 years old, Church Hill, Maryland.

Q. 2. Are you familiar with the farm known as Spread Eagle Farm, which is the subject of these proceedings?

A. Yes, I am.

Q. 3. When did you first become familiar with this farm?

A. 1946.

Q. 4. And under what circumstances?

A. Well, I rented it from Mr. Callahan.

- Q. 5. Which Mr. Callahan, sir?
- A. Mr. Harry Callahan.
- Q. 6. And what relation was he to Addison Callahan?
- A. His father.
- Q. 7. How long did you rent the property?
- A. Well, I rented it from 1946 until 1960 when I gave it up.
- Q. 8. And who followed you living on the farm?
- A. Addison, he followed me living there on the farm.
- Q. 9. How long did you actually live on the farm?
- A. Well, it will be 14 years, from '46 to '60.
- Q. 10. What is the relationship of Mr. Arch Bennett to Mr. Harry Callahan?
- A. Son-in-law.
- Q. 11. Did you ever see Mr. Arch Bennett or Mr. Addison Callahan on the farm while you were a tenant there?
- A. Yes, sir.
- Q. 12. How often?
- A. Well, Mr. Arch Bennett was there quite a few times. He come up with his father-in-law, and he come up there on his own and go birding in the fall of the year, and the same way with Addison, he came up with his father, but maybe not as frequently as Mr. Bennett, cause he wasn't living here.
- Q. 13. Did Mr. Harry Callahan fix up the buildings on the property?
- A. Yes, he did.
- Q. 14. Can you recall, just very briefly, when and what he did?
- A. Well, when I went there you know they had the big fire, and that destroyed the buildings and everything but one little implement shed and the chicken house, and in 1946 he moved a cow barn there and remodeled it and built a loafing shed. Then each year after that he put up a building as he needed it as he went along and he build a building practically every year for 4 or 5 years and the last year in 1960, a double corn crib.
- Q. 15. What was the land used for while you were the tenant there?
- A. Well, it was for the crop rent and pasture land and hay.
- Q. 16. I show you Plaintiffs "Exhibit B" and ask you if this is an accurate representation of the boundary lines of Spread Eagle Farm?

- A. As far as I know, it is, identical to the lines, cause I've been all way around the whole farm. Not only once but quite a few times, and I've fenced around all of it.
- Q. 17. That was my next question - are you familiar with the fencing and the boundary stones as they are shown on this plat?
- A. Well, I don't say I know where all the stones are exactly, but I know where the fences corner and adjoin the other man and like a that.
- Q. 18. Was the farm completely enclosed with fencing?
- A. Yes. Yes, just like this corner back here in the woods like I told you.
- Q. 19. Yes, sir, well maybe we'd better identify it.
- A. That's right across this end in here, see, the field ran down there and it was two strands of barbed wire put to the end of the field and of course the woods run back in there about 10 acres, 10 or 12 acres or more, but its a stone sits back here in this corner.
- Q. 20. This would be back on the west side of the field on the line that's north 40 1/2° west, 28 perches, is that right?
- A. Yes, that's right.
- Q. 21. What sort of fencing did we have up in the area of the Mill Pond Stream and the Ingleside-Church Hill public road and around this area that's marked with the red letter "A"?
- A. Well, I say this fence here joins Cahall and going around the Mill Stream here was a page wire fence that Mr. Callahan put there shortly after he bought the farm, and going up the Church Hill road there is a new fence put there in 1950.
- Q. 22. All right, then let's see, the page wire fence back from the road would be the fence from the line that's North 33° West, 34 perches, and including that line, on around and up Easterly to the Church Hill road?
- A. Yes.
- Q. 23. When was that fence put there?
- A. You mean along the road?
- Q. 24. No, sir, around this - in this general area around this that's marked "A".
- A. That was there before I moved there myself. Of course I just kept it up, repaired it as I needed to when I had live stock out in the fields.
- Q. 25. And you pastured this front field between the Mill Pond Stream and the road?
- A. Yes.

- Q. 26. Did anyone ever ask you to take this fence down?
- A. No indeed.
- Q. 27. Did anyone ever say anything to you to the effect that the fence shouldn't be there?
- A. There wasn't anything mentioned about the fences.
- Q. 28. Did anyone ever make any claim, that you know of, to any part of this farm?
- A. No, sir.
- Q. 29. What uses did you make of the front field?
- A. Well, I put it in corn, wheat and pasture and hay.
- Q. 30. Were the animals, the farm animals visible from the road?
- A. Yes, sir.
- Q. 31. Were the crops and plowing and planting and cultivating and harvesting visible from the road?
- A. Yes, sir.
- Q. 32. Did you put up any "No Trespassing" signs on the property?
- A. Yes, I did, out in the front from the Church Hill end and down on the other end of the farm - out front.
- Q. 33. Mr. Palmatary, you said you were the tenant on this farm, to whom did you pay the rent?
- A. To Mr. Harry Callahan.
- Q. 34. Mr. Harry Callahan?
- A. Yes.
- Q. 35. Thank you, sir, I have no further questions. Do you have any, Mr. Redden?

Mr. Redden: Yes, I do.

QUESTIONS BY MR. REDDEN:

- Q. 1. Mr. Palmatary did you know this farm generally previous to your moving on it as a tenant in 1946?
- A. Did I know it before, you mean?
- Q. Yes.
- A. Well, I didn't know the lines then like I do now. Only I had been by the farm and that Mr. Callahan owned it.
- Q. 2. Well, the farm as you generally knew it before you went on there, was it the same layout and embraced the same

fields and acreage that you found there after you did move on it?

A. Yes.

Q. 3. Then this particular field in question was to your observation a part of the farm as you observed it before 1946, as you learned that it was after 1946?

A. Yes. That's right, yes.

Q. 4. And you observed that it was a part of the same farm for would you say how many years before you moved on it in 1946, from a general standpoint of observation as a person living in this area?

A. Well, I mean, I would say that the whole period of time that Mr. Callahan owned it.

Q. 5. Okay, the whole period when he owned it?

A. Yes, sir.

Q. 6. And as I understand it Mr. Callahan acquired this farm with Mr. John Chambers in 1930, and he purchased Mr. Chambers interest in this entire tract, this part of the farm in question, in 1936?

A. Yes, sir.

Q. 7. Then you knew the farm as a whole as you testified over the period of Mr. Callahan's ownership?

A. Yes.

Q. 8. You knew it then the same as you learned and knew it after 1946?

A. Yes.

John Archibald Bennett, the third witness of lawful age, having been duly sworn, deposes and says:

QUESTIONS BY MR. BRYAN:

Q. 1. Mr. Bennett, would you please state your name and address and age.

A. John Archibald Bennett, age 57, address Centreville, Maryland.

Q. 2. Mr. Bennett, what was your relation to Mr. Harry Callahan?

A. Son-in-law.

Q. 3. And to Mr. Addison Callahan?

A. Brother-in-law.



Q. 4. I show you Plaintiffs "Exhibit A", the deed from the Executors of Harry Callahan's estate to Mr. Addison Callahan and ask you if you are the J. Archibald Bennett who was one of the grantors in that deed?

A. I am.

Q. 5. Are you familiar with the property known as Spread Eagle Farm, which is the subject matter of these proceedings?

A. Yes, I am.

Q. 6. I show you Plaintiffs "Exhibit B" and ask you if this Plat is an accurate representation of Spread Eagle Farm as you know it?

A. It appears accurate to me.

Q. 7. Could you please give us a description of how you became familiar with the farm and very briefly your contact with it?

A. Well, I have been familiar with the farm since 1934 actually, prior to Mr. Callahan acquiring the interest of John Chambers, and since that time I have been really very close to the farm. I worked on the farm in the fall of 1936. I'll never forget it, I delivered lime to the field that is in question. I had sold Mr. Callahan a black mare and I was most anxious to work the mare, and I went over there and teamed her up with another horse he had there and delivered lime out to this field - hydrated lime - and I was burned quite a little bit from the lime.

Q. 8. Excuse me, by this field you are referring to the area in question?

A. Yes.

Q. 9. Marked with the red letter "A"?

A. With the red letter "A", yes, right along the highway.

Q. 10. Excuse me, go ahead, sir.

A. And I have known the farm really ever since that time. As a matter of fact Jimmy Lee was living on the farm, as my first knowledge of the farm, as a tenant. He was working for Mr. Callahan on a monthly wage, and Jimmy's wife wasn't well and Mr. Callahan wanted to get someone else, and I introduced him to a man, a Henry Satterfield, I told him about this man who lived in Caroline County over in Goldsborough. He was quite a good worker and I thought he would make him a good man. So I went over there one Sunday afternoon and talked with the man and employed him by the month. I believe Henry worked there for 2 years as a monthly hand. And he was such a good man that Mr. Callahan said, "Well, Henry, you're not the kind of boy who should work by the month, you should be on a 50-50 basis". So, he said, "I'll tell you what we'll do. I'll sell you a half interest in this farm."

That is, the personal property, not the farm, in the personal property", and Henry was a little reluctant to do that - he was afraid of the debt - so the first year offer he refused. Then the second year, at the end of the year, Mr. Callahan approached him again, and he said, "Henry, I want to repeat, you're too good a man to work as a monthly hand, you'll never get anywhere, and I would suggest that you go in on a 50-50 basis". "Well", Henry said, "I'm a little afraid of that". Mr. Callahan said, "Well look, you won't have anything to lose, I'll tell you what we'll do. We'll walk through here, we'll take inventory, you put your price down, I'll put my price down on a cow, farm machinery, or whatever". That they did. They established a figure and agreed. So he told Henry, said "I'll tell you what I'll do. If you'll sign a note for half this, at the end of 12 months if you haven't made more money than you are making by the month I'll pay you the difference". So Henry said, "Well, in that case I don't have anything to lose, do I?" He said, "No you don't". So they entered into a 50-50 operation. That was back in the 30's. And Henry continued on the farm through, in the 30's, and then a Leon Massey moved there. Well, actually what happened, Mr. Callahan bought the Brown Farm out here at Brown's Corner. It being a larger farm and liking Henry as a producer, and as a man, he offered him the Brown Farm. He said, "It's a larger farm and I think you'll do better on that farm than you would here. You'll have more acreage". So Henry agreed to move down on the Brown Farm, at which time he took Leon Massey on this farm on the same basis. Then Leon stayed there until they had a fire. I believe this is right. They had a fire, and when they had this fire Leon left this farm we speak of as the Church Hill Farm, and went to the McCosh Farm, at which time John Palmatary came in. I believe that's right, following Leon Massey. So I have worked on the farm, gunned on the farm, and known the farm closely since 1934.

- Q. 11. Is the farm enclosed by fences?
- A. It's enclosed by fences.
- Q. 12. Is the side near Church Hill and along the highway enclosed by fences?
- A. It's enclosed by a fence.
- Q. 13. How often were you on the farm?
- A. Oh, golly, when he owned it I was there practically every Sunday. We'd go for a ride and when Mrs. Callahan was living, especially, I came down every weekend, practically every weekend, and of course the thing of interest to do was to ride up to the Church Hill Farm. So that's about where we went, every Sunday afternoon, for a little ride. So I've been familiar with the farm ever since that time. And this field which is in question, which is beyond me of course as a layman, but that field that is in question was questioned before back in the 30's by a Mrs. Klinefelter and was represented by a Mr. Bill Rickards.

So Mr. Bill Rickards came over from Caroline County and he was going to sell this field. So he waltzes up on the steps of the Church Hill Bank and spoke about the field in question and it was going to be sold to the highest bidder. John Palmer Smith was my father-in-law's attorney. He said, "Harry, don't you put a bid on that piece of ground, it belongs to you". So Mr. Rickards said, "Well, it will be sold to the highest bidder, and we will give you a clear deed". So Harry Massey bid in the field and it was sold, but they never could deliver a title to it. Simple because it was, in my way of thinking, already owned by Mr. Callahan, tilled with the people he worked with, he paid taxes on it all those years, then of course, his son has paid taxes on it to the best of my knowledge since 1960. So for a period of 30, well we'll say 32 years, it has been tilled, it has been presumed to be owned by, taxes paid on by H. F. Callahan, until his death, June, 1960.

- Q. 14. Were you actually present at this sale?
- A. I was present.
- Q. 15. With Mr. Harry Callahan?
- A. With Mr. Harry Callahan and Mr. John Palmer Smith.
- Q. 16. Did Mr. Harry Massey ever take possession of any part of the farm as shown within the lines of this "Exhibit B"?
- A. He did not. That was the end of it. Following Mr. Rickards little talk on the steps of the Church Hill Bank, when he got up and declared he was going to give a clear deed to the highest bidder, it was bid on by Mr. Harry Massey, was sold, but it continued on as it had before and has since, and that's been about - at least 30 years.
- Q. 17. Do you know if Mr. Massey actually paid any money to Mrs. Klinefelter for the farm?
- A. Didn't pay the money because she couldn't deliver a deed.
- Q. 18. Did he ever receive the deed?
- A. Never received the deed, certainly not. Just went on the same as it had before.
- Q. 19. Did Mr. Massey ever claim any ownership of this farm?
- A. Never claimed any. It went on, was tilled the same as it had been before. Everything remained the same.
- Q. 20. He never made any claim against you or your co-executors of Mr. Callahan's estate?
- A. No claim whatsoever.
- Q. 21. Is Mr. Massey still alive or is he dead?
- A. Deceased.

- Q. 22. When did Mr. Massey die?
- A. Golly, in the 50's or 40's. I think it was in the 40's.
- Q. 23. What use was made of the front field, Mr. Bennett?
- A. Just regular crop rotation, to the best of my knowledge, corn, wheat, hay. I know I hauled hay out of that field, I know that very well, and so did John, in 1960 the year of Mr. Callahan's death. We were sort of in a jam and I took my trucks from the lumber yard at night after I closed and employed some colored boys down at Burrisville and we went up there and put the hay in the hay barrack.
- Q. 24. Were the crops and the tilling of the crops visible from the road?
- A. Oh, absolutely. Wide open.
- Q. 25. Who received the rent on the whole farm?
- A. Well, Mr. Callahan received rent by way of a 50-50 means of tilling the farm.
- Q. 26. 50-50 farm tenant?
- A. Right. It was on a 50-50 basis. In other words Mr. Palmatary put up labor and, the way I understood it now John, put up labor and half the stock or half of everything. Mr. Callahan put up the farm and half of everything. So it was a matter of farm vs. labor.
- Q. 27. Did you and Mrs. Bennett and Miss Everngam receive any rent as Executors of Mr. Harry Callahan's estate?
- A. Well, we received what was due the estate in the year 1960, from all the farmers, because Mr. Callahan operated all farms on a 50-50 basis.
- Q. 28. Were there any "No Trespassing" signs on the property?
- A. That honestly, David, I couldn't answer, on any of the farms. I couldn't say that there was no - there were 5 farms in the estate, I couldn't say that any one of them did have or didn't have a "No Trespassing".
- Q. 29. Was the field or the area which Mrs. Klinefelter attempted to sell in the 30's ever a separate parcel from the balance of the farm?
- A. No, not to my knowledge. Mr. Callahan always told me, or well let me say always told me, let me recall that statement. When this issue came up he said, "Arch, I bought the farm, I went there and I was shown the lines were from here to there, to there, to there". In other words from the Church Hill-Roberts Station Road or Price Station Road, whichever you want, well that road back and from Church Hill, this little colored settlement down here, he bought the farm as such, that's the way the farm was bought, he and Mr. Chambers. Now, I see later he had -

- Q. 30. Including the part that Mrs. Klinefelter was trying to sell?
- A. Right.
- Q. 31. At the Church Hill Bank?
- A. Right, and that's when I say - when I say from the road, that is the County road or State Road leading from Church Hill to Roberts or Price, all land to the right of that going out from Church Hill was what they were buying when the farm was purchased. Then of course there was a survey made.
- Q. 32. And this abutted right up against the town of Church Hill, a section called New Town?
- A. Right. And extended down the road.
- Q. 33. Was there any interior fencing in the front area that could possibly have separated this parcel off from the balance of the farm?
- A. No, only the lines. There was some fence down by the meadow where they use to run heifers because there was a running stream there all the time, and they ran heifers down there and there was a fence, say East of the field, or fence West of the field, but there was nothing in between. It was just a field completely fenced. And then the fence running the lines of the meadow inside.
- Q. 34. But no fence going up through the field from the Mill Pond Stream to the Church Hill public road?
- A. No, nothing through the field. I've been all over that field and as I say, the lane divides the field, and as I said before, in the summer of 1960 that entire field was in hay crops and we hauled hay out of that field and put her up in the barracks and since 1934 and since I have known the farm and Mr. Callahan acquired Mr. John Chambers part or interest in the farm in 1936 I would have to say that I have been right on top of that farm and just lived with it, been in the community and known the farm and there has never been any question since the question of Mrs. Klinefelter and Mr. Bill Rickards, there has been no question of someone else owning it or doing something with it or anything of the kind. It has just been tilled, a part of, taxes paid on that number of acres and at the time of Mr. Callahan's death I got the tax assessment with acreage on all 5 farms, which I think I still have down at the lumber yard in my possession, and this farm called for a number of acres included in which this field was a part of, paid taxes on, the estate paid taxes on that year, and Addison has paid taxes on ever since.
- Q. 35. Then Mr. Callahan's possession of ownership of the farm was exclusive - he never recognized anyone else except Mr. Joh Chambers at one time as owning a half interest -
- A. That is right, and when he bought his half interest that was it. He owned the farm outright, and tilled it

and rented it to others - such as Henry Satterfield, Leon Massey, John Palmatary - all those men rented the farm with full knowledge that this field was to be a part of the farm as well as the back field was part of the farm. There wasn't any question about this may not be yours or <sup>that</sup> may not be yours. Every man who went there tilled it, worked on it and for it, and it was part of the whole farm.

Q. 36. Thank you sir, I have no further questions. Do you have any Mr. Redden?

Mr. Redden: No, fine Dave.

Mr. Bryan: If there is no objection I wish to introduce Bill of Complaint Exhibits A, B and C and Exhibits D, E and F as Examiner's Exhibits A, B, C, D, E and F respectively and ask they be marked as such by the Examiner.

Mr. Redden: No objection.

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

B. Hackett Turner, Examiner .....	\$ 10.00
H. F. Addison Callahan, First Witness ....	Waived
John Wesley Palmatary, Second Witness ....	Waived
John Archibald Bennett, Third Witness ....	Waived
Mary F. Engle, Stenographer, for transcribing testimony .....	20.00
TOTAL .....	\$ 30.00

B. Hackett Turner  
B. Hackett Turner, Examiner

*Filed Aug. 7, 1968*

FOR EXAMINER'S EXHIBITS A, B, & C filed  
August 7, 1968, SEE Exhibits A, B, & C  
filed with Bill of Complaint, July 17, 1968.

*Original Examined & delivered to Clayton  
7-15-60*

#18,686. Q U E E N A N N E ' S C O U N T Y, T O  
W I T : Be it remembered that on the Fifth day of January, in the year nineteen  
hundred and thirty eight, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 24th day of December, in the year  
nineteen hundred and thirty-seven, by and between Harry D. Massey and Lulu L. Massey,  
his wife, of Queen Anne's County, Maryland, parties of the first part, and Harry F.  
Callahan of said County and State, party of the second part;

WITNESSETH, THAT, in consideration of the sum of Twenty  
Five Dollars (\$25.00), the receipt of which is hereby acknowledged, and the conveyance  
of a certain lot or parcel of land to the said Harry D. Massey, the said Harry D.  
Massey and Lulu L. Massey, his wife, do hereby grant and convey unto the said Harry F.  
Callahan, his heirs and assigns, in fee simple, all of the following described real  
estate, to wit:-

ALL that lot or parcel of land situate, lying and  
being in the Second Election District of Queen Anne's County, Maryland, on the right  
or southwestern side of the public road leading from Church Hill to Roberts, adjoining  
other lands of the said grantee, and more particularly described as follows: Beginn-  
ing at a point where the stone road leading from Church Hill towards Roberts intersects  
with the old dirt road and running with the former South 29 deg. East, 30 perches to the  
lands of said grantee; thence with the same South 55 deg. west, 8.2 perches; thence  
North 14 deg. west, 32 perches to the place of beginning, containing seven hundred and  
sixty-three-one-thousandths (0.763) of an acre of land, more or less, according to a  
survey thereof made by William T. Henry, Surveyor, on July 3rd, 1935; the above de-  
scribed real estate being part of the farm or tract of land described in the deed to  
Harry D. Massey from Charles J. Relche and wife, dated January 3rd, 1935, and recorded  
in Liber B. H. T. #18, folio 546, etc., a land record book for Queen Anne's County a-  
foresaid.

TOGETHER with the buildings and improvements thereon, and  
all and every the rights, roads, ways, waters, privileges and advantages thereto belong-  
ing or in anywise appertaining.

AND the said grantors do hereby covenant that they will war-  
rant specially the property hereby conveyed and that they will execute such further as-

*Exhibit D*  
EXAMINER'S EXHIBIT D

surances to said land as may be requisite.

Witness the hands and seals of the grantors.

TEST:-

CHARLES E. KIRBY  
Notary Public.

HARRY D. MASSEY (SEAL)  
LULA L. MASSEY (SEAL)

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

I HEREBY CERTIFY, that on this 24th day of December, in the year nineteen hundred and thirty-seven, before the Subscriber, a Notary Public of



the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Harry D. Massey and Lulu L. Massey, his wife, the Grantors above named, and did each acknowledge the foregoing DEED to be their respective act.

Witness my hand and Notarial Seal.

CHARLES E. KIRBY  
Notary Public.

My commission expires: May 3rd, 1939

Notary  
Public  
Seal.

One-Twenty Cent Recordation Tax Stamp.  
Endorsed 12/24/37 H.F.C.

One-Fifty Cent Int. Rev. Stamp.  
Endorsed 12/24/37

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

I Hereby Certify, that the foregoing is truly taken and copied from Liber WHC No. 6A Folio 112, a Partial Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 31st of July in the year nineteen hundred and sixty-eight.



*Charles W. Cecil*  
Charles W. Cecil  
Clerk of the Circuit Court

Q U E E N A N N E ' S C O U N T Y, T O W N S H I P:  
#17,585.  
Be it remembered that on the first day of May, in the year nineteen hundred and  
thirty six, the following Deed was brought to be recorded, to wit:-

One-One Dollar and One-Fifty Cent  
Int. Rev. Stamps. Endorsed 4/30/36  
H. F. C.

THIS DEED, made this thirtieth day of April in the  
year nineteen hundred and thirty-six, by John H. Chambers and Nannie D. Chambers,  
his wife, of Queen Anne's County, State of Maryland.

WITNESSETH, that for and in consideration of the sum  
of Ten Dollars and other good and valuable considerations, the receipt of which is  
hereby acknowledged, the said John H. Chambers and Nannie D. Chambers, his wife, do  
hereby grant and convey unto HARRY F. CALLAHAN, his heirs and assigns, in fee simple,  
all the undivided one-half interest and estate of the said John H. Chambers in and  
to all the following described real estate, to wit:-

Parcel No. 1. All that tract or parcel of land

(being part of a tract called "Spread Eagle") situate, lying and being in the Second

Election District of Queen Anne's County aforesaid and lying on the public road

Leading from Church Hill to Price's Station, adjoining the land of W. F. Massey or

the lands formerly owned by him, the land of John H. Newnam and the land of others,

beginning at a large stone marked J. H. at the Northeast corner of said tract,

and in the line of the Clark land and runs from said stone South forty-seven de-

grees thirty minutes West forty-seven perches to the Presbyterian burying ground;

thence North forty-two degrees thirty minutes West ten perches; thence South forty-

seven degrees thirty minutes West sixteen perches to the public road; thence South

forty-two degrees thirty-minutes East ten perches; thence South forty-seven degrees

thirty minutes West two hundred and thirty-five and one-half perches; thence North

forty-four degrees thirty minutes West seventy-nine and four tenths perches; thence

John Palmer Smith, atty  
11, 1937

EXHIBIT E

EXAMINER'S EXHIBIT E

LIBER

4 PAGE 759

LIBER

South forty-six degrees fifteen minutes West ninety-seven and one-half perches to W. H. Newnam's land; thence with his land North forty-three degrees forty-five minutes West twenty-eight perches; thence North forty-seven degrees forty-five minutes East two hundred and sixty-two and one-half perches; thence South forty-three degrees forty-five minutes East nineteen perches to the head of the Mill Pond; thence North forty-nine degrees East one hundred and twenty-nine perches; thence South forty-seven degrees fifteen minutes East eighty perches to the place of beginning, containing one hundred and ninety acres, two roods and thirty-six perches of land, more or less.

Parcel No. 2. All that lot of land situate, lying and being on the south-western or right side of the public road from Church Hill to Ingleside (Ingleside being formerly known as Beaver Dams), in the Second Election District of Queen Anne's County, State of Maryland, formerly known as the "Wm. Hitchins Lot", the "Martin Dill Lot", the "James Scott Lot" or the "James W. Harrington Lot", and known also as Lot #3 of the Kirk Brown Sub-division in

*Original Examined & delivered to  
Mau.*

Chancery Cause No. 165, and more particularly described by metes and bounds, courses and distances, as follows:-BEGINNING at the end of the nineteenth line of the whole tract (the whole tract being that tract of land, of which the land hereby conveyed formed a part and designated as Lot #3, described in the Plat and Survey by James W. Thompson, Surveyor, made on August 24th, 1866, and filed and recorded in Chancery Cause No. 165) and runs thence North 51 degrees East 44 perches; thence North 17 degrees East 2 perches; thence North 51 degrees East 30 perches and 1/4 of a perch to the Public Road from Beaver Dams (Ingleside) to Church Hill; thence with the road North 20 degrees West 26 perches; thence North 27 degrees West 18 perches and 1/2 of a perch; thence South 81 degrees West 10 perches; thence South 70 degrees West 6 perches; thence South 58 degrees West 10 perches; thence South 45 degrees West 6 perches; thence South 60 degrees West 6 perches and 7/10 of a perch; thence South 47 degrees West 39 perches; thence East 24 perches; thence South 16 degrees East 7 perches; thence South 29 degrees West 18 perches; thence South 10 degrees West 6 perches; thence South 13 degrees East 10 perches; and thence South 32 degrees East 8 perches to the place of beginning, containing 21 acres, 3 roods and 33 perches of land, more or less.

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

TO HAVE AND TO HOLD the above granted property unto the said Harry F. Callahan, his heirs and assigns, forever in fee simple.

AND the said John H. Chambers does hereby covenant

that he will warrant specially the property hereby conveyed and that he will execute such further assurance of said land as may be requisite.

Witness the hands and seals of the Grantors.

JOHN H. CHAMBERS (SEAL)

NANNIE D. CHAMBERS (SEAL)

TEST:-

BERTHA G. DURNEX

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

I hereby certify, that on this 30th day of April, in the year nineteen hundred and thirty-six, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared John H. Chambers and Nannie D. Chambers, his wife, the Grantors above named, and did each acknowledge the foregoing DEED to be their respective act.

Witness my hand and Notarial Seal.

BERTHA G. DURNEX  
Notary Public.

My commission expires: May 3-1937

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

I Hereby Certify, that the foregoing is truly taken and copied from Liber WHE No. 27 Folio 581, a land Record Book for Queen Anne's County.

Notary Public Seal.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 31st day of July in the year 1936 nineteen hundred and sixty-eight.

*Bertha G. Durnex*

.....  
#14,647.  
.....  
Q U E E N A N N E ' S C O U N T Y, T O W I T: Be it re-  
membered that on the fifth day of December, in the year nineteen hundred and thirty,  
the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 28th day of November, in the year  
nineteen hundred and thirty, by Emily H. Klinefelter

WITNESSETH: That for and in consideration of five dollars  
and other good and valuable consideration, the full payment thereof being hereby  
acknowledged, the said Emily H. Klinefelter does hereby grant and convey unto John  
H. Chambers and Harry F. Callahan, of Queen Anne's County, in the State of Mary-  
land, their heirs and assigns, in fee simple, as tenants in common, in equal moieties,

all that tract or parcel of land (being part of a tract  
called "Spread Eagle") situate, lying and being in the Second Election District of  
Queen Anne's County aforesaid and lying on the public road leading from Church Hill  
to Prices Station, adjoining the land of W. F. Massey or the lands formerly owned  
by him, the land of John H. Newman and the land of others, beginning at a large stone  
marked J. H. at the Northeast corner of said tract, and in the line of the Clark  
land and runs from said stone South forty seven degrees thirty minutes West forty  
seven perches to the Presbyterian burying ground, thence North forty two degrees  
thirty minutes West ten perches, thence South forty seven degrees thirty minutes  
West sixteen perches to the public road, thence South forty two degrees thirty minutes  
East ten perches, thence South forty seven degrees thirty minutes West two hundred  
and thirty five and one-half perches, thence North forty four degrees thirty minutes  
West seventy nine and four-tenths perches, thence south forty six degrees fifteen  
minutes West ninety seven and one-half perches to W. H. Newman's land, thence with  
his land North forty three degrees forty five minutes West twenty eight perches,  
thence North forty seven degrees forty five minutes East two hundred and sixty two

*Examined & delivered to John Palmer Smith, atty for grantee  
Mar. 20, 1935*

EXHIBIT F

EXAMINER'S EXHIBIT F

and one-half perches, thence South forty three degrees forty five minutes East nine-  
 teen perches to the head of the Mill Pond, thence North forty nine degrees East one  
 hundred and twenty nine perches, thence South forty seven degrees fifteen minutes  
 East eighty perches to the place of beginning, containing one hundred and ninety  
 acres two roods and thirty six perches of land, more or less, and being the same  
 land that was conveyed together with other land unto Emily H. Klinefelter by Cath-  
 erine Ford, by deed dated the fifteenth day of May, in the year eighteen hundred  
 and eighty nine, and recorded in Liber W. D. No. 3 folio 113, a land record book  
 for Queen Anne's County.

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

AND the said Emily H. Klinefelter covenants that she will  
 warrant specially the property hereby conveyed and that she will execute such fur-  
 ther assurances of said land as may be requisite.

Witness my hand and seal.

Witness:

Stephanie M. Ford.

EMILY H. KLINEFELTER

(SEAL)

State of  
 County of

to-wit:

*Original 6*

FRONT

142

I hereby certify that on this 28th day of November in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Emily R. Klinefelter and acknowledged the within and foregoing deed to be her act.

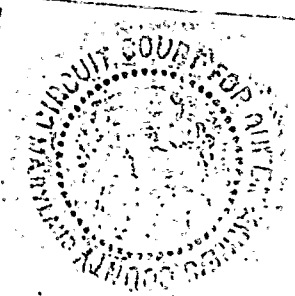
In testimony whereof, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Anna O. Skinner  
 NOTARY PUBLIC.

State of Maryland, Queen Anne's County, to wit:  
 I Herby Certify, that the foregoing is truly taken and copied from Liber BAI Folio 141, a  deed  No.  12  Book for Queen Anne's County. Record

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this  31st  of  July  in the year nineteen hundred and sixty-eight.

Charles W. Cecil   
 Charles W. Cecil  
 Clerk of the Circuit Court



LIBER



This matter having come on for hearing before one of the Standing Examiners of this Court and the transcript of the testimony and exhibits thereto and the remaining papers in this case having been read and considered;

From the testimony, the Court finds as a matter of fact that Harry F. Callahan was in actual, open, notorious, hostile possession under a claim of right and that said possession was continuous and exclusive, of all that tract of land described in Examiner's Exhibits A and B filed in the testimony taken in these proceedings for a period of approximately twenty-four years from December 24, 1937, the date of Examiner's Exhibit D filed in said testimony, (the land described in Examiner's Exhibits A and B being the same as the land described in Examiner's Exhibits D and E except for a small portion on the northeast side of the Church Hill-Ingleside Road which was/explained in these proceedings because it was not included in the sale to the Defendants) up to

OPINION OF COURT AND DECREE

H. F. ADDISON CALLAHAN and  
 MARTHA C. CALLAHAN, his wife  
 Sudlersville, Maryland  
 Plaintiffs

vs.

C. HEATON BAKER and  
 LYNETTE M. BAKER, his wife  
 Church Hill, Maryland  
 Defendants

IN THE CIRCUIT COURT  
 FOR  
 QUEEN ANNE'S COUNTY  
 IN EQUITY  
 No. 4965

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the date of his death on June 26, 1960, as described in Examiner's Exhibit A and that his Executors, May Everngam, Evelyn Louise Bennett and J. Archibald Bennett, continued said possession and were in actual, open, notorious, hostile possession of said real estate under a claim of right, and that said possession was continuous and exclusive for an additional period of approximately three months to September 27, 1960, the date of the conveyance of said real estate to H. F. Addison

Callahan and described in said Examiner's Exhibit A, and that the said H. F. Addison Callahan continued said possession and was in actual, open, notorious, hostile possession of said real estate under a claim of right, and that said possession was also continuous and exclusive for an additional period of approximately eight years down to the present time, and that by reason thereof the said H. F. Addison Callahan and his predecessors in title named herein have been in adverse possession of said real estate for a period of at least thirty-two years from which the Court finds that the Plaintiffs, H. F. Addison Callahan and Martha C. Callahan are vested with a fee simple title to said real estate.

The Court is further of the opinion that title to the above premises mentioned is good and marketable and that the Contract of Sale referred to in these proceedings made between the said H. F. Addison Callahan and Martha C. Callahan, his wife, and the Defendants, C. Heaton Baker and Lynette M. Baker, his wife, is enforceable in equity and that specific performance of the same should be decreed.

Now, therefore, it is by the Circuit Court for Queen Anne's County, in Equity, this 10<sup>th</sup> day of August, 1968, ADJUDGED, ORDERED AND DECREED, that the Defendants, C. Heaton Baker and Lynette M. Baker, his wife, shall forthwith perform the Contract sued upon by the payment to the Plaintiffs, H. F. Addison Callahan and Martha C. Callahan, his wife, of the balance due thereon upon the delivery to them of a good and sufficient deed for the parcel of land sold under said Contract of Sale, and it is further ORDERED that the costs of these proceedings be paid by the Plaintiffs.

  
Judge

*Filed Aug 12, 1968*

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this first day of October, in the year nineteen hundred and sixty-eight, the following Order to Docket Foreclosure Suit was brought to be recorded, to wit:

SAM W. BORDEN, Trustee, and  
HORATIO W. TURNER, III, Substituted  
Trustee for Loyola Federal Savings  
and Loan Association  
Charles and Preston Streets  
Baltimore, Maryland 21201

Plaintiffs

vs.

KENNARD HYNSON  
Box 232  
Millington, Maryland 21651  
and THELMA MARCELLA HYNSON, his wife  
RFD 1  
Chestertown, Maryland 21620

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

IN EQUITY

Chancery Case No. 4985

ORDER TO DOCKET FORECLOSURE SUIT

Mr. Clerk:

Will you please docket the above entitled foreclosure suit and file therein the following:


(a) Deed of Trust from Kennard Hynson and Thelma Marcella Hynson, his wife, to Sam W. Borden and Harry E. Clark, Trustees for Loyola Federal Savings and Loan Association, dated March 30, 1964, and recorded March 31, 1964, among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 7, Folio 248.

(b) Declaration of Appointment from Loyola Federal Savings and Loan Association appointing Horatio W. Turner, III, Trustee in the place and stead of Harry E. Clark, dated February 20, 1968.

(c) Statement of Mortgage Indebtedness

(d) Foreclosure Bond

(e) Non-Military Affidavit.

  
CHARLES E. WHEELER, Attorney for  
Sam W. Borden and Horatio W.  
Turner, III, Trustees as afore-  
said and Loyola Federal Savings  
and Loan Association  
129 N. Washington Street  
Easton, Maryland 21601  
Phone: 822-1122

*Filed Oct. 1, 1968*

LIBER

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MILLER, WHEELER, THOMPSON & THOMPSON, EASTON, MARYLAND

No. 51477  
Re 5888

RECEIVED FOR RECORD Mar 31 1964

2/

DEED OF TRUST

THIS DEED, made this 30<sup>th</sup> day of March, 1964, by and between KENNARD HYNSON and THELMA MARCELLA HYNSON, his wife, of Queen Anne's County, Maryland, party of the first part, and SAM W. BORDEN and HARRY E. CLARK, Trustees as hereinafter set forth, parties of the second part;

WHEREAS, the party of the first part is justly indebted unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated under the laws of the United States, in the principal sum of ELEVEN THOUSAND, TWO HUNDRED AND NO/100 DOLLARS (\$11,200.00) with interest from date at the rate of six per cent (6%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith interest only being payable monthly on the first day of each month for a period of 8 months from date, and principal and interest payable in monthly installments of Seventy-Two Dollars and Seventeen Cents (\$72.17) commencing on the first day of Dec., 1964 and 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 November, 1989.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned and all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part in consideration of the premises and of one dollar, lawful money of the United States of America, to it in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, the survivor of them, and his or their successors in trust, the following described land and premises,



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ALL that lot or tract of land, situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, and more particularly described by metes and bounds, courses and distances, according to a survey of the same made by J. R. McCrone, Jr., Inc., Registered Surveyor, dated December, 1962 and described as follows:

BEGINNING for the same at a stone, the Northwest corner of the land now or formerly of Perry Cooper of which the herein described is a part, and a corner of the Ringo and Fletcher lands. And running thence, by and with said Ringo Lands North 26 degrees 56 minutes East 150.00 feet to a point and a new division line between the herein described lands and other lands of Perry Cooper (recently conveyed or intended to be conveyed to Charles Teat); thence, by and with said new division line South 47 degrees 41 minutes 40 seconds East 882.52 feet to the Northerly side of the Church Hill to Pondtown public road (30 feet wide); thence by and with said road, South 77 degrees 05 minutes West 60.00 feet and South 73 degrees 46 minutes West 104.59 feet to the aforementioned Fletcher lands; thence by and with said Fletcher lands, North 48 degrees 09 minutes 40 seconds West 753.97 feet to the place of beginning, containing in all 2.653 acres of land.

NOTE: The above description includes a strip of ground about 25 feet in width running along and east of the last course above, which is referred to in the Perry Cooper deed as a right of way, and is presently enclosed by fence and used as part of the Cooper property.

BEING in all respects the same land conveyed to Kennard Hynson and Thelma Marcella Hynson, his wife, as tenants by the entireties, by Charles Teat and Sarah Druecella Teat, his wife, by deed dated January 26, 1963, recorded March 18, 1963, among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 71, folio 249.

TOGETHER with all the improvements in anywise appertaining, and all the estate, rights, title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, the survivor of them, and his or their successors in trust,

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof, to take, have and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at its cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment or demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at five per centum (5%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax or assessment, or insurance premium or any payment on account thereof, or in the payment of any said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid,

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the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one or more parcels at such time and place, and after such previous public advertisement as the party of the second part, or any Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges and expenses including all attorney's and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessment, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission equal to the commission allowed Trustees making sale of real property under a Decree of a Court of Equity in Talbot County, Maryland; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, its administrators or assigns, upon the delivery and surrender to the purchaser, his or her or their heirs, personal representatives or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided; but that, if the debt hereby secured is paid before maturity and the aggregate amount of all pre-payments made in any one year exceeds twenty per centum (20%) of the original principal amount of the loan, one hundred and eighty (180) days' interest at the rate specified in this Deed of Trust on the amount of such excess shall be paid to the holder of said note.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay the holder of the said note, 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, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premiums covered hereby (all as estimated by the holder of the note) 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 the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

1. Ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums,
2. Interest on the note secured hereby, and
3. Amortization of the principal of the said note.  
Any deficiency in the amount of any such aggregate

monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute any event of default under this Deed of Trust. The holder of the note may collect a "late charge" and not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (a) paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums as the case may be, when the same shall become due and payable, then the party of

the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part balance remaining in the funds accumulated under the provision of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this deed of trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. That 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 holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. That 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.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premium on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses

in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note 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 Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

8. That if any suits, action or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become a part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

9. That he specially warrants the property herein conveyed and that he will execute such further assurance thereof as may be required.

10. That the said Loyola Federal Savings and Loan Association, and its assigns, shall have power to be exercised any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City or County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be

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vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights, and duties as the trustee or trustees so superseded had under this Deed of Trust; and that the exercise of this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights.

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.

AS WITNESS the hands and seals of the said KENNARD HYNSON and THELMA MARCELLA HYNSON, his wife, ----- parties of the first part, the day and year first above written.

WITNESS:

Jeanette W. Eaton  
Jeanette W. Eaton

Kennard Hynson (SEAL)  
KENNARD HYNSON

Thelma Marcella Hynson (SEAL)  
THELMA MARCELLA HYNSON

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

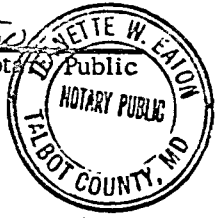
PARTIES OF THE FIRST PART

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of March, 1964, before me, the undersigned Officer, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared KENNARD HYNSON and THELMA MARCELLA HYNSON, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing Deed of Trust and acknowledged that they executed the same for the purposes therein contained and further acknowledged said Deed of Trust to be their respective act.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jeanette W. Eaton  
Jeanette W. Eaton, Notary Public



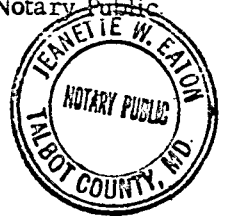
My Commission expires: May 3, 1965.

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of March, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared HORATIO W. TURNER, III, the Vice President of Loyola Federal Savings and Loan Association, the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Jeanette W. Eaton  
Jeanette W. Eaton, Notary Public



My Commission expires: May 3, 1965.

Filed Oct. 1, 1968 - 7 -

LIBEP

PAGE 777

3/1  
THIS DECLARATION, Made this 20<sup>th</sup> day of February, 1964, by LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate organized and existing under the laws of the United States of America, having its home office in Baltimore, Maryland, party of the first part, and HORATIO W. TURNER, III, Vice President of Loyola Federal Savings and Loan Association, whose post office address is P. O. Box 1046, Easton, Maryland, Trustee as hereinafter set forth, party of the second part.

WHEREAS, by Deed of Trust dated March 30, 1964 and recorded in Queen Anne's County Land Record Liber C.W.C. No. 7, Folio 248, Kennard Hynson and Thelma Marcella Hynson, his wife, conveyed all that lot, piece or parcel of land, situate, lying and being on the Northerly side of the Church Hill to Pondtown public road, in the Seventh Election District of Queen Anne's County, Maryland, unto Sam W. Borden and Harry E. Clark, Trustees, for the uses and purposes therein particularly set forth and to secure a promissory note of even date made payable to the party of the first part herein as beneficiary; and

WHEREAS, said Deed of Trust provides:

"That the Loyola Federal Savings and Loan Association, and its assigns, shall have power to be exercised any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City, or County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this deed of trust; and that the exercise of this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights.", and

WHEREAS, the said Harry E. Clark has resigned as Trustee:

NOW, THEREFORE, THIS DECLARATION WITNESSETH, That in exercise and in pursuance of the power and authority vested in it under the aforesaid clause in said Deed of Trust, LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION hereby appoints HORATIO W. TURNER, III, party of the second part herein, in the place and stead of the said Harry E. Clark, Trustee as set forth in said Deed of Trust, for the purpose of carrying out each and all of the powers, rights and duties of said Trustee under the aforesaid Deed of Trust.

MILLER, WHEELER, THOMPSON & THOMPSON, EASTON, MARYLAND

IN TESTIMONY WHEREOF, the said LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate as aforesaid, has caused these presents to be executed for it and on its behalf by JAMES H. JONES, its Vice President, and its corporate seal affixed hereto and attested by Elaine L. Murphy, its Assistant Secretary, the day and year first above written.

ATTEST:

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Elaine L. Murphy  
Asst. Secretary

By James H. Jones  
James H. Jones, Vice President

STATE OF MARYLAND, BALTIMORE City, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of February, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JAMES H. JONES, who acknowledged himself to be Vice President of LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION by himself as its Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

William M. Mitchell  
Notary Public

My Commission expires:  
July 1, 1969

Filed Oct. 1, 1968

MILLER, WHEELER, THOMPSON & THOMPSON, EASTON, MARYLAND

4

SAM W. BORDEN, Trustee, and :  
 HORATIO W. TURNER, III, Substituted :  
 Trustee for Loyola Federal Savings :  
 and Loan Association :  
 Charles and Preston Streets :  
 Baltimore, Maryland 21201 :

Plaintiffs : QUEEN ANNE'S COUNTY,

vs. :

IN EQUITY

KENNARD HYNSON :  
 Box 232 :  
 Millington, Maryland 21651 :  
 and THELMA MARCELLA HYNSON, his wife :  
 RFD 1 :  
 Chestertown, Maryland 21620 :

Chancery Case No. 4955

Defendants :

STATEMENT OF MORTGAGE INDEBTEDNESS

This Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association, a body corporate of the United States of America, having its principal office at Charles and Preston Streets, Baltimore, Maryland, 21201, under the Deed of Trust made by Kennard Hynson and Thelma Marcella Hynson, his wife, to Sam W. Borden and Harry E. Clark, Trustees for Loyola Federal Savings and Loan Association, dated March 30, 1964 and recorded on March 31, 1964 among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 7, Folio 248, is as follows:

Balance of unpaid principal	\$10,424.64
Less Credit balance in expense account	<u>225.32</u>
	\$10,199.32

Interest from June 1, 1968 through October 31, 1968	<u>260.60</u>
--	---------------

Amount due as of March 31, 1968	\$10,459.92
---------------------------------	-------------

Interest will accrue at the rate of \$1.74 per day after October 31, 1968.

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of September, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, personally appeared CHARLES E. WHEELER, as Attorney for Loyola Federal Savings and Loan Association and the above named Trustees, and made oath in due form of law that the foregoing Statement of Mortgage Indebtedness is a true statement of the amount due from the said Kennard Hynson and Thelma Marcella Hynson, his wife, to the said Loyola Federal Savings and Loan Association under the aforementioned Deed of Trust and that neither Sam W. Borden or Horatio W. Turner, III, Trustees aforesaid, or the Loyola Federal Savings and Loan Association aforesaid or your Affiant have received any security or satisfaction therefor, other than the said Deed of Trust in said Statement mentioned, and that the said Affiant has been duly authorized by the Loyola Federal Savings and Loan Association to make this oath.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:  
July 19, 1969

*Jewell A. Goad*  
 Jewell A. Goad, Notary Public

MILLER, WHEELER, THOMPSON & THOMPSON, EASTON, MARYLAND

*Filed Oct. 1, 1968*

Chy 4955

5

RECEIVED FOR RECORD

Oct. 1, 1968

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, Sam W. Borden, of Gibson Island, Maryland, Trustee, and Horatio W. Turner, III, of Talbot County, Maryland, Substituted Trustee,  
 .....as Principal,  
 and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTEEN THOUSAND AND NO/100 DOLLARS-----(\$13,000.00)  
 .....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, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Scaled with our seals and dated this 30th day of September  
 in the year of our Lord Nineteen Hundred and Sixty-Eight.

Whereas, the above bounden Sam W. Borden and Horatio W. Turner, III,

by virtue of the power contained in a Deed of Trust from Kennard Hynson and Thelma Marcella Hynson, his wife,  
 to Sam W. Borden and Harry E. Clark, Trustees, for Loyola Federal Savings and Loan Association,  
 bearing date the 30th day of March, 1964  
 and recorded among the mortgage records of Queen Anne's County, Maryland,  
 in Liber C.W.C. No. 7 Folio 248 and the said Sam W. Borden and Horatio W. Turner, III, Substituted Trustee for Harry E. Clark who resigned,  
 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 Sam W. Borden and Horatio W. Turner, III,

do and shall well and truly and faithfully perform the trust reposed in them  
 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.

In Testimony Whereof, the above bounden Sam W. Borden and Horatio W. Turner, III,

has hereto set their hand s and seal s and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of: \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
 \_\_\_\_\_ By Robert T. Swanson  
 \_\_\_\_\_ As to Surety Attorney-in-Fact

Certified copy of power of attorney attached

NOT A PUBLIC OFFICER

Security, approved, and Bond filed Oct. 1, 1968

1-263

CHARLES W. CECIL, Clerk



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 1, folio 263, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 1st day of October in the year nineteen hundred and sixty-eight.



Charles W. Cecil  
Clerk

6

SAM W. BORDEN, Trustee, and  
HORATIO W. TURNER, III, Substituted  
Trustee for Loyola Federal Savings  
and Loan Association  
Charles and Preston Streets  
Baltimore, Maryland 21201

Plaintiffs

vs.

KENNARD HYNSON  
Box 232  
Millington, Maryland 21651  
and THELMA MARCELLA HYNSON, his wife  
RFD 1  
Chestertown, Maryland 21620

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

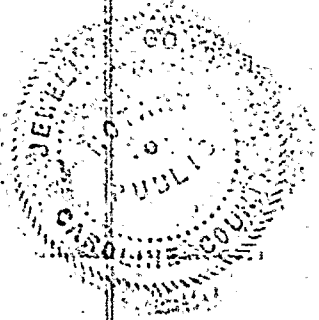
IN EQUITY

CHANCERY CASE NO. 4980

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY, That on this 30 day of September, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, personally appeared CHARLES E. WHEELER, Attorney for Loyola Federal Savings and Loan Association, and made oath in due form of law that he knows the defendant herein and that to the best of his information, knowledge and belief:

- (1) said defendants are not in the military service of the United States;
- (2) said defendants are not in the military servide of any nation allied with the United States;
- (3) said defendants have not been ordered to report for induction under the Selective Service and Training Act;
- (4) said defendants are not a member of the Enlisted Reserve Corps who has been ordered to report for military service.



Charles E. Wheeler  
CHARLES E. WHEELER

Jewell A. Goad  
JEWELL A. GOAD, Notary Public

*Filed Oct. 1. 1968*

1  
SAM W. BORDEN, Trustee and  
HORATIO W. TURNER, III, Substituted  
Trustee for Loyola Federal Savings  
and Loan Association  
Charles and Preston Streets  
Baltimore, Maryland 21201

Plaintiffs

Vs.

KENNARD HYNSON  
Box 232  
Millington, Maryland 21651

and

THELMA MARCELLA HYNSON  
R. D. #1  
Chestertown, Maryland 21620

Defendants

: IN THE CIRCUIT COURT

:

FOR

:

: QUEEN ANNE'S COUNTY

:

IN EQUITY

:

: EQUITY 4985

:

:

:

:

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Sam W. Borden, Trustee and Horatio W. Turner, III, Substituted Trustee for Loyola Federal Savings and Loan Association for foreclosure of a certain Deed of Trust from Kennard Hynson and Thelma Marcella Hynson, his wife, to Sam W. Borden and Harry E. Clark, Trustees for Loyola Federal Savings and Loan Association, a body corporate of the United States of America, having its home office in Baltimore, Maryland dated March 30, 1964 and recorded on March 31, 1964 among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 7, folio 248, respectfully represent:

1. That by virtue of the power of sale contained in the aforementioned Deed of Trust, default having been made by the said Kennard Hynson and Thelma Marcella Hynson, his wife, in complying with the terms thereof, the undersigned after having complied with all of the other requisites as required by law, and the terms of said Deed of Trust and after having given more than twenty (20) days' notice of the time, place, manner and terms of sale by an advertisement in the RECORD OBSERVER, a weekly newspaper published in Queen Anne's County, Maryland as shown by the Publisher's Certificate of Publication of said advertisement, attached hereto and prayed to be taken as a part hereof, and pursuant to said notice, at the County Court House in Centreville, Maryland on the 25th day of October, 1968 commencing at 11:00 a.m. o'clock, D.S.T. Charles E. Wheeler, Attorney for the Trustees as aforesaid, being personally present, then and there proceeded to offer for sale the real estate by said Deed of Trust conveyed and more particularly described as follows:

All that lot or tract of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, and more particularly described by metes and bounds, courses and

MILLER, WHEELER, THOMPSON & THOMPSON, EASTON, MARYLAND

distances, according to a survey of the same made by J. R. McCrone, Jr., Registered Surveyor, dated December, 1962 and described as follows:

BEGINNING for the same at a stone, the Northwest corner of the land now or formerly of Perry Cooper of which the herein described is a part, and a corner of the Ringo and Fletcher lands and running thence by and with the said Ringo lands North 26 degrees 56 minutes East 150.00 feet to a point and a new division line between the herein described lands and other lands of Perry Cooper (recently conveyed or intended to be conveyed to Charles Teat); thence by and with the said new division line South 47 degrees 41 minutes 40 seconds East 882.52 feet to the Northerly side of the Church Hill to Pondtown public road (30 feet wide); thence by and with said road, South 77 degrees 05 minutes West 60.00 feet and South 73 degrees 46 minutes West 104.59 feet to the aforementioned Fletcher lands thence by and with said Fletcherlands North 48 degrees 09 minutes 40 seconds West 753.97 feet to the place of beginning, containing in all 2.653 acres of land.

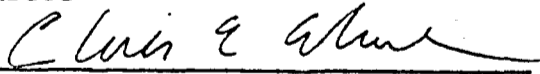
The above description includes a strip of ground about 25 feet in width running along and east of the last course above which is referred to in the Perry Cooper deed as a right of way, and is presently enclosed by fence and used as part of the Cooper property.

BEING in all respects the same land conveyed to Kennard Hynson and Thelma Marcella Hynson, his wife, as tenants by the entireties, by Charles Teat and Sarah Drucella Teat, his wife, by deed dated January 26, 1963 and recorded March 18, 1963 among the Land Records of Queen Anne's County, Maryland In Liber T.S.P. No.71, folio 249.

2. The terms of sale were as follows: Ten per cent (10%) of the purchase price payable in cash on day of sale; the balance on final ratification of the sale, or allin cash, at the option of the purchaser, the credit portion of the purchase money if any to be secured by the interest bearing promissory note of the purchaser, with security, to be approved by the Trustees; taxes and fire insurance premiums to be pro-rated as of the date of the sale, but all title papers, documentary stamps, recording fees and notary public fees shall be at the expense of the purchaser or purchasers.

3. WHEREUPON the said Charles E. Wheeler, Attorney for the Trustees aforesaid, sold the said property to the said Trustees for Loyola Federal Savings and Loan Association, it being then and there the highest bidder therefor, at and for the sum of Ten Thousand Nine Hundred (\$10,900.00) Dollars.

SAM W. BORDEN, Trustee and  
HORATIO W. TURNER, III, Substituted  
Trustee

BY   
Charles E. Wheeler

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

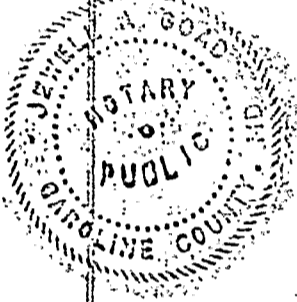
I HEREBY CERTIFY that on this 19<sup>th</sup> day of November, 1968 before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Charles E. Wheeler, as Attorney for Loyola Federal Savings and Loan Association

and the above named Trustees and made oath in due form of law that the foregoing Report of Sale is true to the best of his knowledge, information and belief; and that the sale was fairly made.

WITNESS my hand and Notarial Seal hereunto affixed the day and year last above written.

*Jewell A. Good*  
Notary Public

My Commission Expires:  
July 1, 1969



*Filed Nov. 20. 1968*

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's Foreclosure Sale

in the case/estate of Kennard Hynson - Sam W. Borden

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 25th day of October, 1968, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 3rd day of October, 1968, and the last insertion on the 24th day of October, 1968

THE RECORD-OBSERVER CORPORATION

By M. W. Turner, III

*Filed Nov. 20, 1968*

**TRUSTEE'S FORECLOSURE SALE  
OF  
VALUABLE REAL ESTATE**

3 BEDROOM HOME AND FEE SIMPLE LOT LOCATED ON NORTH SIDE OF CHURCH HILL-PONDTOWN ROAD.

By virtue of the power of sale contained in a certain Deed of Trust from Kennard Hynson and Thelma Marcella Hynson, his wife, to Sam W. Borden and Harry E. Clark, Trustees for Loyola Federal Savings and Loan Association, dated March 30, 1964 and recorded March 31, 1964 among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 7, Folio 248, the said Harry E. Clark having resigned as Trustee and Horatio W. Turner, III, having been substituted as Trustee in his place and stead, default having been made by the said Kennard Hynson and Thelma Marcella Hynson, his wife, in complying with the terms and conditions of said Deed of Trust, the undersigned Trustees will offer for sale, at public auction, to the highest bidder, at the Court House door in Centreville, Maryland on

**FRIDAY, OCTOBER 25, 1968**

commencing at 11:00 A.M., the following described real estate:

ALL that lot or tract of land, situated, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, and more particularly described by metes and bounds, courses and distances, according to a survey of the same made by J. R. McCrone, Jr., Registered Surveyor, dated December, 1962 and described as follows:

BEGINNING for the same at a stone, the Northwest corner of the land now or formerly of Perry Cooper of which the herein described is a part, and a corner of the Ringo and Fletcher lands. And running thence, by and with said Ringo lands North 26 degrees 56 minutes East 150.00 feet to a point and a new division line between the herein described lands and other lands of Perry Cooper (recently conveyed or intended to be conveyed to Charles Teat); thence, by and with said new division line South 47 degrees 41 minutes 40 seconds East 882.52 feet to the Northerly side of the Church Hill to Pondtown public road (30 feet wide); thence, by and with said road, South 77 degrees 05 minutes West 60.00 feet and South 73 degrees 46 minutes West 104.59 feet to the aforementioned Fletcher lands; thence by and with said Fletcher lands, North 48 degrees 09 minutes 40 seconds West 753.97 feet to the place of beginning, containing in all 2.653 acres of land.

NOTE: The above description includes a strip of ground about 25 feet in width running along and east of the last course above, which is referred to in the Perry Cooper deed as a right of way, and is presently enclosed by fence and used as part of the Cooper property.

BEING in all respects the same land conveyed to Kennard Hynson and Thelma Marcella Hynson, his wife, as tenants by the entireties, by Charles Teat and Sarah Drucella Teat, his wife, by deed dated January 26, 1963, recorded March 18, 1963 among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 71, Folio 249.

IMPROVEMENTS: A one family dwelling containing 3 bedrooms, one bath, utility room, hot air-gas fired heating system; house is frame and concrete block construction.

TERMS OF SALE: Ten per cent (10%) of the purchase price payable in cash on day of sale; the balance on final ratification of the sale, or all in cash, at the option of the purchaser, the credit portion of the purchase money if any to be secured by the interest bearing promissory note of the purchaser, with security, to be approved by the Trustees.

Taxes and fire insurance premiums shall be pro-rated as of the date of the sale, but all title papers, documentary stamps, recording fees and notary public fees shall be at the expense of the purchaser or purchasers.

SAM W. BORDEN, Trustee, and  
HORATIO W. TURNER, III, Substituted  
Trustee for Loyola Federal Savings  
and Loan Association  
Charles E. Wheeler, Attorney  
for Trustees  
129 N. Washington St.  
Easton, Md. Phone: 822-1122

9

SAM W. BORDEN, Trustee, and	:	IN THE CIRCUIT COURT
HORATIO W. TURNER, III, Substituted	:	
Trustee for Loyola Federal Savings	:	
and Loan Association	:	FOR
Charles and Preston Streets	:	
Baltimore, Maryland 21201	:	
	:	QUEEN ANNE'S COUNTY
	:	
Plaintiffs	:	
	:	
vs.	:	IN EQUITY
	:	
KENNARD HYNSON	:	
Box 232	:	Equity Case No. <u>4985</u>
Millington, Maryland 21651	:	
and	:	
THELMA MARCELLA HYNSON, his wife	:	
R. D. #1	:	
Chestertown, Maryland 21620	:	
	:	
Defendants	:	

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 14<sup>th</sup> day of November, 1968 before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore <sup>County</sup> personally appeared Clarence E. Pearce Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that he knows the defendant herein and that to the best of his information, knowledge and belief:

- (1) said defendant is not in the military service of the United States;
- (2) said defendant is not in the military service of any nation allied with the United States;
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act;
- (4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

*Clarence E. Pearce*  
Clarence E. Pearce, Vice President

*Mary Virginia Bainton*  
Notary Public

*Filed Nov 20 1968*

10

SAM W. BORDEN, Trustee, and	:	IN THE CIRCUIT COURT
HORATIO W. TURNER, III, Substituted	:	
Trustee for Loyola Federal Savings	:	
and Loan Association	:	FOR
Charles and Preston Streets	:	
Baltimore, Maryland 21201	:	
	:	QUEEN ANNE'S COUNTY,
Plaintiffs	:	
vs.	:	IN EQUITY
	:	
KENNARD HYNSON	:	
Box 232	:	
Millington, Maryland 21651	:	Equity Case No. <u>4985</u>
and	:	
THELMA MARCELLA HYNSON, his wife	:	
R. D. #1	:	
Chestertown, Maryland 21620	:	
	:	
Defendants	:	

PURCHASER'S AFFIDAVIT

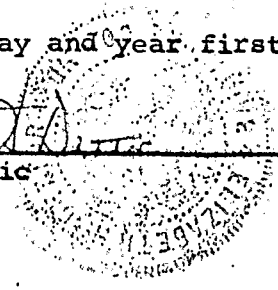
STATE OF MARYLAND, BALTIMORE COUNTY to wit:

I HEREBY CERTIFY, that on this 14th day of November, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT J. SCHULTZE, Vice President and duly authorized agent of Loyola Federal Savings and Loan Association, Baltimore, Maryland, the purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the agent for the purchaser, the said Loyola Federal Savings and Loan Association, and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the Report of Sale, that said Loyola is not acting as agent for anyone else and there are no other principals interested in this sale.

*Robert J. Schultze*  
 \_\_\_\_\_  
 ROBERT J. SCHULTZE,  
 Vice President and Agent for  
 Loyola Federal Savings and  
 Loan Association

AS WITNESS my hand and Notarial Seal the day and year first above written.

*Elizabeth T. Dettmer*  
 \_\_\_\_\_  
 Notary Public



My commission expires: *July 1, 1969*

*Filed Nov 20, 1968*

ORDER NISI ON SALE

Sam W. Borden, Trustee and Horatio W. Turner, III, Substituted Trustee for Loyola Federal Savings and Loan Association  
Charles and Preston Streets  
Baltimore, Maryland 21201

Plaintiffs

vs  
Kennard Hynson  
Box 232, Millington, Maryland 21651  
and  
Thelma Marcella Hynson  
R.D.#1 Chestertown, Maryland 21620

Defendants

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 4985

ORDERED, this 20th day of November, 1968, that the sale of the real property, made and reported in this cause by Charles E. Wheeler, Attorney for the Trustees, be ratified and confirmed, on or after the 23rd day of December, 1968, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of December, 1968.

The report states the amount of sales to be \$10,900.00.

*Charles W. Cecil* Clerk

Filed November 20, 1968



12/

SAM W. BORDEN, Trustee and	:	IN THE CIRCUIT COURT
HORATIO W. TURNER, III, Substituted	:	
Trustee for Loyola Federal Savings	:	FOR
and Loan Association	:	
Charles and Preston Streets	:	
Baltimore, Maryland 21201	:	QUEEN ANNE'S COUNTY
	:	
Plaintiffs	:	
	:	
vs.	:	IN EQUITY
	:	
KENNARD HYNSON	:	
Box 232	:	EQUITY 4985
Millington, Maryland 21651	:	
	:	
and	:	
	:	
THELMA MARCELLA HYNSON	:	
R. D. #1	:	
Chestertown, Maryland 21620	:	
	:	
Defendants	:	

ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 27<sup>th</sup> day of December. A.D. 1968, that the sale made and reported by Charles E. Wheeler, Attorney for Sam W. Borden, Trustee, and Horatio W. Turner, III, Substituted Trustee for Loyola Federal Savings and Loan Association, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the said Charles E. Wheeler, Attorney for Trustees as aforesaid, allowed the usual commissions and such other proper expenses as they shall produce vouchers for to the Auditor.

B. Hackett Turner, Jr.  
JUDGE

Filed Dec 27, 1968

13  
SAM W. BORDEN, Trustee,  
et al., etc.

vs.

KENNARD HYNSON, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 4985

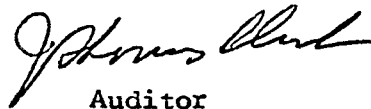
TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That the within account is stated at the request of Sam W. Borden, Trustee, and Horatio W. Turner, III, Substituted Trustee, of the deed of trust foreclosed in these proceedings, wherein it appears that the proceeds of the sale are insufficient to pay the expenses of sale and the mortgage debt. The mortgage deficiency appears to be in the sum of \$686.01.

2. That in the within account Sam W. Borden, Trustee, and Horatio W. Turner, III, Substituted Trustee, and vendors, are charged with the proceeds of sale and are allowed their commissions for making said sale, per terms of deed of trust, the several Court costs in this cause, the premium on the corporate surety bond, the auctioneer's fee, advertising costs, Notary charges, the fee of your Auditor for stating this audit, and the balance was directed to be credited on the deed of trust debt.

Respectfully submitted,

  
Auditor

January 9, 1969

*Filed Jan 9, 1969*

Cause No. 4985

The proceeds of the sale of real estate reported in this cause, in account with Sam W. Borden, Trustee and Horatio W. Turner, III, Substituted Trustee, of the deed of trust foreclosed in these proceedings (and vendors of said land)

Cr.

1968

Dec. 27 By proceeds of the sale of said land, per report of said vendors, to wit:-----\$10,900.00

Dr.

To Sam W. Borden, Trustee, and Horatio W. Turner, III, Substituted Trustee, (and vendors) of said land, per terms of deed of trust, as follows, to wit:

1-Their fee for making said sale, as per terms of deed of trust-----\$none	
2-Their commissions-----	<u>695.00</u> \$ 695.00
To do., for an amount paid Charles W. Cecil, Clerk, per receipt exhibited, to wit:	
1-Costs of Charles W. Cecil, Clerk-----	\$40.00
2-Appearance fee of Charles E. Wheeler, Attorney-----	<u>10.00</u> \$ 50.00
To do., for an amount paid Charles W. Cecil, Clerk, per receipt exhibited, for recording Declaration of Appointment of Substitute Trustee, to wit:-----	7.00
To do., for an amount paid German, Hersloff & Swanson, Inc., for the premium on the corporate surety bond filed by the Trustee and Substituted Trustee of the deed of trust foreclosed in these proceedings, per receipt exhibited, to wit:-----	52.00
To do., for an amount paid Clifford S. Andrew, Auctioneer, for crying said sale, per receipt exhibited, to wit:-----	27.25
To do., for amounts paid Queen Anne's Record-Observer, per receipts, as follows, to wit:	
1-Costs for publishing Notice of Sale-----	\$134.38
2-Costs for publishing Order Nisi of Sale-----	<u>14.00</u> 148.38

January 9, 1969

*John A. Clark*  
Auditor

To do., for an amount paid Jewell A. Goad, Notary Public, for notary charges, per receipt exhibited, to wit:-----	\$ 2.50
To J. Thomas Clark, auditor, for stating this account and notifying parties, the sum of-----	50.00
To Loyola Federal Savings and Loan Association as a partial payment on the debt secured by the deed of trust foreclosed in these proceedings, the balance, or the sum of----	<u>9,867.87</u> <u>\$10,900.00</u> <u>\$10,900.00</u>

January 9, 1969

*J Thomas Clark*  
Auditor

SAM W. BORDEN, Trustee,  
et al., etf.

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

KENNARD HYNSON, et al.

IN EQUITY No. 4985

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 9, 1969, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Sam W. Borden, Trustee, and  
Horatio W. Turner, III, Substituted  
Trustee for Loyola Federal Savings  
and Loan Association  
Charles and Preston Streets  
Baltimore, Maryland 21201

Kennard Hynson  
Box 232  
Millington, Maryland 21651

Thelma Marcella Hynson  
R. D. #1  
Chestertown, Maryland 21620

Loyola Federal Savings and  
Loan Association  
Charles and Preston Streets  
Baltimore, Maryland 21201

PURSUANT to Rule 595, Section G, Maryland Rules, notify each of them that said account was filed on January 9, 1969, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before January 24, 1969, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on January 27, 1969.

*J Thomas Clark*  
\_\_\_\_\_  
Auditor

*Filed Jan 9, 1969*

NISI RATIFICATION OF AUDIT

Sam W. Borden, Trustee, and  
Horatio W. Turner, III, Substituted  
Trustee for Loyola Federal Savings  
and Loan Association,

vs.

Kennard Hynson and Thelma Marcella  
Hynson, his wife.

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 4985

ORDERED, this 9th day of January, 19 69, that the report and  
account filed in these proceedings by J. Thomas Clark, Auditor,  
be ratified on or after the 27th day of January, 19 69, unless cause to the  
contrary thereof be previously shown; ~~provided copies of this order be inserted in some news-  
paper published in Queen Anne's County, Maryland, once in each of two successive weeks  
before the expiration of the period of ratification.~~

Charles W. Cecil Clerk

Filed Jan. 9, 1969

Sam W. Borden, Trustee, and  
Horatio W. Turner, III, Sub-  
stituted Trustee for Loyola  
Federal Savings and Loan Associa-  
tion,

vs.

Kennard Hynson and Thelma Marcella  
Hynson, his wife

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

Cause No. 4985

FINAL RATIFICATION OF AUDIT

ORDERED, this 27th. day of January, 1969, that the Report  
and Account filed herein by J. Thomas Clark, Auditor, be hereby finally  
ratified and confirmed, no cause to the contrary having been shown,  
although due notice appears to have been given by first class mail  
to all interested parties as shown by certificate filed by the Auditor;  
and Sam W. Borden, Trustee, and Horatio W. Turner, III, Substituted  
Trustee, are 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.

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

Filed Jan. 27, 1969