

No. 8773 Equity.

Edgar I. Annan, mortgagee  
of Clara V. Cline and Sam-  
uel F. Cline, her husband,

vs.

P E T I T I O N.

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No. 8773 Equity.

In the Circuit court for

Frederick County

In Equity.

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TO THE HONORABLE;

The Judges of the Circuit Court for Frederick County, sitting as a Court of Equity;

The Petition of Alexander Armstrong, Vincent Sebald and John S. Newman, Trustees in Bankruptcy of Edgar I. Annan and of Edgar L. Annan, et al., partners trading as Annan, Horner & Company, respectfully shows unto your Honors;

1st. That certain real estate was sold under mortgage foreclosure proceedings in this cause to Edgar L. Annan; which sale was by your Honorable Court finally ratified and confirmed herein on the Second Day of December, Nineteen Hundred and Eleven, and in the order of Court ratifying and confirming said sale Eugene I. Rowe was appointed Trustee to convey said real estate to the purchaser, as will appear by reference to the proceedings had in this cause.

2nd. That subsequently an audit was stated; which audit was on the Twenty-second day of January, Nineteen Hundred and Twelve, by your Honorable Court finally ratified and confirmed, showing a distribution of One Hundred and Sixty-five Dollars and Fifty-two Cents (\$165.52) to Edgar I. Annan, mortgagee, in part payment of his mortgage claim, as will also fully appear by reference to the proceedings heretofore had in this cause.

3rd. That the said Edgar I. Annan, in the purchase of said real estate, was acting as Agent-for and on behalf of the partnership of Annan, Horner & Company, and, so acting, subsequently sold said real estate to one James B. Kipe, who, in the settlement for said property, gave Annan, Horner & Company a sealed note, bearing date on the Eighteenth day of July, Nineteen Hundred and Seventeen, for the sum of One Hundred and Fifty Dollars (\$150.00), payable six months after date to the order of Annan, Horner & Company, signed by himself, the said James B. Kipe, and William H. Kipe, which note authorized a confession of judgment for said sum of money and interest, etc.

4th. That the said James B. Kipe from time to time made some payments on said note, reducing the amount of indebtedness due from him for and on account of said purchase, but which said note for the balance due thereon came into the hands of your Petitioners as part of the assets of the bankrupt partnership of Annan, Horner & Company.

5th. That the said Eugene L. Rowe, who was by your Honorable Court appointed to convey the property sold under the sale ratified and confirmed in this cause, departed this life a number of years ago, and either never executed any deed to the purchaser for said real estate, or, if any such deed was ever executed, it has long since been lost or destroyed and cannot now be found, although diligent search has been made.

6th. That your Petitioners are advised and allege on information and belief that no such deed was ever executed, and that the parties in interest were waiting until the said Kipe should complete his payments, when it was contemplated to have a deed or deeds executed, conveying to him the title to the property so sold.

WHEREFORE your Petitioners pray your honors that James B. Kipe may be substituted as purchaser for the property sold in this cause and some suitable person appointed Trustee to convey the property to him, upon the payment by him of the balance of the purchase price due and owing by him to Annan, Horner & Company for said real estate.

And for such further or other relief as the nature and equity of the case may require.

Paul R. Kach

Parsons Newman  
Solicitors.